



AMENDMENT TO COVENANTS AND RESTRICTIONS

THIS DECLARATION, made as of the 24 day of October 2018, by East Bay Homeowners Inc., a Florida Corporation.

WITNESSETH:

WHEREAS, East Bay Homeowners, Inc. f/k/a The Sand Lake Hills Property Owners Inc. (hereinafter refined to as the "Association"), is the homeowners association governing the real property described in Plat Book 4, Pages 114-116; and Plat Book 17, Page 33, Public Records of Orange County, Florida (hereinafter refined to as the "Property"); and

WHEREAS, the Property is also subject to that certain document titled "Corrected Amendment to Covenants and Restrictions and Notice of Reassertion of Covenants and Restrictions Pursuant to Chapter 712, Florida Statutes", recorded at Official Records Book 6793, Pages 2337-2356, Public Records of Orange County, Florida; and

WHEREAS, the "Corrected Amendment to Covenants and Restrictions and Notice of Reassertion of Covenants and Restrictions Pursuant to Chapter 712, Florida Statutes", recorded at Official Records Book 6793, Pages 2337-2356, Public Records of Orange County, Florida, reasserted and preserved the Declaration of Covenants and Restrictions originally recorded at Official Records Book 2309, Pages 218-228, Public Records of Orange County, Florida; and

WHEREAS, the Property is also subject to that certain document titled "Amendment to Declaration of Covenants and Restrictions" recorded at Official Records Book 9280, Pages 4300-4362, Public Records of Orange County, Florida; and

WHEREAS, the Property is also subject to that certain document titled "Amendment to Covenants and Restrictions," recorded at Official Records Book 9522, Pages 1478-1495, Public Records of Orange County, Florida, which permits East Bay Homeowners, Inc. to amend its Covenants and Restrictions by an affirmative vote of a majority of all Title Holders in good standing, in attendance present, direct and proxy, at a specially called meeting where a quorum is established; and

WHEREAS, the BD and Title Holders of Lots within the East Bay subdivision desire to make amendments to the November 20, 2007, Amendment to Covenants and Restrictions governing the community; and WHEREAS, on the 24 day of October 2018, a duly called meeting of East Bay Homeowners, Inc. was held, quorum was established, and a majority of the members of East Bay Homeowners, Inc. voting in person or by proxy, voted to amend the Covenants and Restrictions, and

NOW, THEREFORE, pursuant to the Amendment procedure set forth in said Amendment to Covenants and Restrictions, the following Amendments are hereby adopted. East Bay Homeowners, Inc. hereby declares that all of the Property or any portion or portions thereof shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These Covenants and Restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of the parties hereto and to each owner of any portion or portions of the Property. To the extent any of the Covenants and Restrictions referenced in the recitals above conflict or are inconsistent with this Amendment, this Amendment shall control.

ARTICLE I

DEFINITIONS

The definitions used in these Covenants and Restrictions, unless the context otherwise specifies or requires, shall have the following meanings:

- A. "EB" shall mean and refer to East Bay Homeowners, Inc.
- B. Board of Directors "BD" shall mean and refer to the Board of Directors of East Bay.
- C. "Lot" shall mean and refer to any lot described on any subdivision plat filings listed at the beginning of this instrument.
- D. "Original Restrictive Covenants" shall mean and refer to the restrictive covenants described in Paragraph 1 below.
- E. "Property" shall mean and refer to all the property described in the subdivision plat filings listed at the beginning of this instrument.
- F. "Subdivision" shall mean and refer to any portion of the Property that is platted under any of the subdivision plat filings described above.
- G. "Title Holder" shall mean and refer to any person or entity who at any time hold any title or interest in the Property or any portion thereof, but shall not mean or refer to any mortgagees unless and until said mortgagee has acquired title pursuant to foreclosure or proceeding or deed in lieu of foreclosure.

## ARTICLE II

**1. Affected Restrictive Covenants.** The following are the declarations of restrictive covenants amended, restated, and consolidated by this instrument:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE**

The restrictive covenants described above are referred to hereafter as the "Original Restrictive Covenants". This instrument amends, restates, and consolidates the Original Restrictive Covenants. Except as noted specifically below, the Original Restrictive Covenants are hereby merged into this instrument.

**2. Dr. Phillips' Covenants.**

(a) The name, "Dr. Philips, Florida," will be an integral part of the name of each plat filed of record, or the following phraseology will be used: East Bay Subdivision, a subdivision of Dr. Phillips, Orange County, Florida.

(b) The Title Holder agrees in accepting title to the lot not to initiate or support a change in the name of the area from that of Dr. Phillips, Florida.

(c) The Title Holder agrees to cooperate in re-establishing a post office at Dr. Phillips, Florida, if requested, and if it is re-established, Title Holder will use Dr. Phillips, Florida for its mailing address and will not initiate or support a change in name thereof.

(d) The Title Holder agrees to use the Lot only for residential purposes.

(e) No retail or wholesale business or sale of services or skills will be conducted on the Lot.

(f) Use of a Lot or any portion of the property will be for single family dwellings, attached or detached non-paying guest houses.

(g) The Title Holder agrees to maintain the Title Holder's Lot in a clean and sanitary condition. The Lot shall at all times be maintained in an aesthetically attractive appearance and there shall be removed therefrom all debris, dead growth and fallen vegetation. Native vegetation such as rosemary, palmetto and scrub oak shall not be removed from the Lot where the retention of such vegetation shall promote the attractive appearance of the Lot. If, after 30 days' written notice, the Title Holder has not complied with the foregoing requirements regarding maintenance of the Lot; BD and/or the Dr. P. Phillips Foundation hereby reserves the right to enter the Lot and to do all things necessary to comply with the foregoing maintenance requirements. Upon the performance of such maintenance by the BD, and/or the Foundation, they, or either of them, shall have a lien against the Lot, which **lien**, if unpaid upon demand, shall bear interest at eight percent (8%) per annum and may be foreclosed at the

option of the holder of said lien provided, however, that any such lien shall be and is hereby declared to be subordinate to any valid first mortgage of the Lot.

(h) The Title Holder agrees that no stables or kennels will be maintained on a Lot or Lots or any portion of the Property in which more than three domesticated animals or pets are kept therein. In no event shall domesticated fowl be allowed to be kept on a Lot or Lots or any portion of the Property.

(i) Plats of subdivisions of the Property must be approved by the Dr. P. Phillips Foundation prior to recording thereof.

(j) No septic tanks or other similar devices for disposition of sanitary sewer type waste shall be installed or used or permitted to be installed or used on any lot or the Property.

(k) No well for the production of water shall be installed or permitted to be installed or used on a Lot or the Property except for a shallow well to be used solely for irrigation of lawns, shrubs and plants. Pumping of water from any lake or stream adjacent to or near a lot or the Property is hereby prohibited, except for irrigation purposed required by the Developer or its assigns for community parks, entrances, street medians and other landscaped areas designed for the benefit of Title Holder.

(l) All Dwellings and improvements constructed on any lot or the Property thereon shall meet the following minimum requirements:

Minimum Lot area	7,500 sq. ft.
Minimum floor area of improvements	950 sq. ft.
Minimum lot width	75 ft.
Minimum front yard setback	25 ft.
Minimum rear yard setback	30 ft.
Minimum side yard setback	7-1/2 ft.
Maximum improvement height	35 ft.

It is understood that the above are minimum requirements which are further restricted by subsequent paragraphs hereof.

In addition, the Dr. P. Phillips Foundation expressly reserves the right to enforce these Covenants and Restrictions numbered (2)(a) through (2)(l), inclusive, even though the Dr. P. Phillips Foundation may own no real property that could be benefited by these Covenants and Restrictions, and the Dr. P. Phillips Foundation shall have the right and power to transfer and assign the right to enforce the Covenants and Restrictions numbered (2)(a) through (2)(l) hereof, to any person or other legal entity, even though such person may have no real property to be benefited by these Covenants and Restrictions.

3. **Approval of Improvements.** No building or structure of any kind shall be erected or altered, no playground equipment shall be erected, and no site work shall be performed or construction commenced on any of the Property until the plans and specifications and location therefor shall have been submitted to and approved by the BD, its designees or assigns, in writing before any construction has begun. All such plans and specifications and, location of all construction thereunder, and every alteration of any building or structure, shall be in accordance with building, plumbing, and electrical codes of Orange County, Florida, in effect at the time construction or alteration of any such building is begun. Refusal of approval of plans and specifications and location by the BD may be based on any ground, including only aesthetic grounds which, in the sole and uncontrolled discretion of the BD, it shall deem sufficient.

It is the obligation of the Title Holder to obtain approval from the BD for improvements or alterations on any Lot which shall apply to all construction, installation, excavation, demolition, and erection or any other activity that may change the configuration or appearance, permanently or temporarily, of a Lot or of improvements thereon.

Any Title Holder who makes exterior additions to, or changes or alterations to, any improvement or constructs any new improvements on the Lot after the initial construction must complete all such work within reasonable time.

Detailed and scale sketches, including location sketches, shall be submitted by the Title Holder to the BD, for any buildings, additions, alterations, swimming pools, fences, walls, patios, terraces or barbecue pits which may be erected on a Lot and the Title Holder is responsible for complying with all of the covenants contained herein and shall notify any and all persons and lessees who may be using the Lot of these restrictions, covenants, servitude's and conditions.

All plans and specifications shall be submitted for approval to the BD, and shall show plot layout; all exterior elevations, with materials and colors specified; all details of structural and mechanical design; driveway, garage and parking improvements; drainage facilities; landscaping; and all other related details of development. The Title Holder shall also provide such additional information, including the county permit as required, and material as the BD may request. All plans and specifications shall be submitted, in writing, over the signature of the Title Holder of the Lot or his authorized agent.

The architectural approval process describe above is in to ensure aesthetic beauty and harmony, and the efficient and compatible use of property throughout the Subdivision. The BD shall have the authority to prepare rules and guidelines that plans must follow to qualify for approval. Decisions rendered by the BD on behalf of EB relating to plans and specifications are binding on all Title Holders.

The requirement for the submission of plans to the BD shall specifically require the submission of plans prior to the construction or placement on any of the properties referred to herein of any satellite dish antenna or similar receiving device. No such device may be constructed, placed or operated anywhere on the Property, without the prior written consent of the BD, after submission of plans in the manner specified above. The BD shall determine, in its discretion, prior to said approval, that the proposed device is aesthetically compatible with the surrounding homes and Lots, which determination shall specifically include, but not be limited to, the following factors: (1) The device must adhere to setback requirements otherwise applicable to any structures, (2) The device must be of such color which, in the BD's discretion, best blends with the surroundings, and no color change may be made without the Board of Directors' approval, (3) The device must be adequately screened so as to minimize its visibility from adjoining properties, which screening shall be set forth specifically on the proposed plans presented to the BD and approved prior to construction or installation.

Should the Title Holder fail to so complete the construction or alteration or cleanup and restore the surrounding area, then, in addition to all other remedies, EB may take other action to defray some of the cost of enforcing compliance with these restrictions.

4. **Condition of Property Under Construction.** The Title Holder agrees to maintain the Title Holder's Property in a clean and sanitary condition until the Title Holder has completed the erection of a residence, which residence shall meet at least the minimum requirements as described in the Orange County Building Code for an R-1aa edifice as defined by said code on January, 2002, and any subsequent amendments thereto. The Title Holder shall at all times maintain said Property in an aesthetically attractive appearance and free from overgrown weeds and shall hand groom the same, removing from said Property all debris, overgrown weeds, dead growth and fallen vegetation, leaving thereon such growing native vegetation as, for example, rosemary, palmetto, scrub oak, bushes and like vegetation. If, after thirty (30) days' notice, the Title Holder has not proceeded to clean and hand groom said Property as aforesaid and to do what is necessary to present an aesthetically attractive appearance, EB reserves the right to place a lien against the property which, if unpaid upon demand, shall bear interest at the highest lawful rate per annum and may be foreclosed at the option of said Lot owner, lessees, or EB, except that such lien shall be and is hereby subordinated to any bona fide first mortgage.

**5A. Buildings.** No buildings shall be allowed or erected on any Lot except a detached, single family dwelling house, all for the use and occupancy of one family and attendant domestic servants only, provided that no buildings shall exceed two (2) stories in height. Said dwelling house shall occupy a floor area of at least 1,500 square feet of actually and fully enclosed building, exclusive of garages, unglazed porches, unroofed screened

patios, exclusive of any accessory building. No foundation composed of concrete block, concrete, etc. shall be visible above the ground level or lawn level.

The Title Holder shall submit to the BD for approval, any color change to the color of any building, this includes but is not limited to the dwelling, garage, porch, or patio.

5B. **Damage and Destruction.** Damage or destruction by fire or other casualty to all or any portion of an improvement on a Lot shall be repaired by the Title Holder within 90 days after the damage or destruction, or where the repairs cannot be completed within 90 days, they shall be commenced within 30 days after the casualty and thereafter prosecuted with due diligence until fully completed.

6. **Setbacks.** No building shall be erected upon any Lot so that any part of the said building shall be closer than twenty-five (25) feet to any front boundary line of said Lot, which line extends along the street or highway right-of-way line; or so that any part of said building is closer than 7 1/2 feet to any side Lot line; closer than 30 feet to any rear Lot line, or ten (10) feet to any other boundary line of said premises.

Where Lots have curved property lines, said setback distance shall be taken at right angles with the tangents to the curve. All other setback distance shall measure at right angles to the property line. No building shall be erected on a corner so that a setback from the street on which the building faces is less than thirty (30) feet or so that the setback from the side street is less than twenty-five (25) feet.

7A. **Fences and Boundary Walls.** No fence or boundary wall shall be constructed with a height of more than six (6) feet above the ground level of adjoining property. No wall or fence of any height shall be constructed on any Lot until after the height, type, design, color, and approximate location thereof shall have been approved in writing by the BD. The heights or elevations of any wall or fence shall be measured from the existing property elevations. Any questions as to such heights may be conclusively determined by the BD. Fencing material shall be of wood, vinyl (PVC) or ornamental metal. Chain link fences are prohibited.

7B. **Sight Distance at Intersections.** All lots at street intersections shall be so landscaped as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted, nor vehicles or other objects placed or parked, to remain at the corner of a Lot where this would create a traffic or sight problem.

8. **Trash and Other Containers and Mechanical Equipment.** All garbage or trash containers, oil tanks and bottled gas tanks must be underground or placed in walled-in areas so that they shall not be visible from the adjoining lots or properties. Trash or garbage containers must be reconcealed by sundown of the day pickup takes place and stored behind a walled-in area, inside garage or out of sight. Grass clippings, branches, and other types of yard waste cannot be set in view until sunset of the day preceding pickup. Yard waste placed for pickup must be neatly and properly contained.

Air conditioning units, pool or irrigation pumps and motors and other pumps and mechanical equipment installed after January 1, 2002, shall be concealed from view from adjacent Property and from all streets and rights-of-way.

9. **Lawn, Landscaping, Sidewalks and Exterior Maintenance.** All maintenance of the Lot and all structures, parking areas and other improvements thereon shall be the sole responsibility of the Title Holder, who shall maintain his Lot and all structures, parking areas and other improvements in a manner consistent with the standard of the Property as a whole which the BD or its designees, in their sole discretion, may determine has been established by the prevalent practices, uses and appearance, throughout the Property as further defined herein.

All lots shall be attractively landscaped and well-manicured. All Lots shall be fully sodded except in areas where other attractive landscaping features are placed. The Title Holder shall promptly re-sod and/or re-seed any area on a Lot where sod has died or been removed or damaged. No portion of a lot may be paved or similarly covered except as may be approved by the BD or its designee and in accordance with Orange County Code.

All lawns and landscaped areas are to be maintained in a clean, trash-free, and weed-free condition. The Title Holder or occupant of dwelling shall at all times maintain his Lot in an aesthetically attractive appearance, cutting grass before it reaches 8 inches in height, and removing dead growth and fallen vegetation in accordance with County Code. Boundary hedge maintenance is the sole responsibility of the Title Holder of the Lot or occupant of dwelling on which the hedge is planted; or if any hedge is within any right-of-way, then maintenance of such hedge shall be the responsibility of the Title Holder of the Lot or occupant of dwelling which is adjacent to such right-of-way area. Any Title Holder or occupant of dwelling that owns or has the maintenance responsibility for Property adjoining any public right-of-way or water body shall maintain the landscaping to the public right-of-way or waters edge regardless of the Property boundaries on the plat.

All structures and other improvements on the Lot shall be kept in a clean and well-maintained condition.

If any Lot, including all structures, parking areas and other improvements thereon is not maintained as required by this provision, and the Title Holder owning that Lot fails to initiate remedial action within 30 days, or 10 days for mowing of lawns, after receiving written notice of the violation from the BD or fails to complete the remedial action within a reasonable time, the BD shall report said violation to Orange County Code enforcement for corrective action. If a state of emergency exists or Acts of Nature (including fire, flood, earthquake, hurricane, or other natural disaster) create extenuating circumstances, the time limit may be extended. All liens imposed by this provision shall be subordinate to any first mortgage encumbering the Lot that is recorded before a claim or notice of the lien of EB is recorded in the Public Records. Solar Panels shall be permitted upon review and approval of the BD.

All lawns in the front of the Lot shall extend to the pavement line and shall include a swale. No gravel or blacktop or paved parking strips are allowed except as approved on the plot plan of the plans and specifications. All sidewalks shall be continuous and uniform from Lot to Lot size, setback from curb, and mixture. A Title Holder and his contractor shall be responsible for the installation and conformity of the aforementioned, including sidewalks, and the foregoing shall be in accordance with the typical sections as shown on Michael-Stiggins, Inc. Drawing 7217, consisting of three sheets, attached to the Original Restrictive Covenants as recorded, and thereby attached hereto. Each improved Lot shall have a driveway that shall be of concrete construction or approved pavers. No parking on lawns shall be permitted.

10. **Temporary Structures.** No tent, canopy, free standing screen enclosure, and no temporary or accessory building or structure shall be erected on the Property or any of the Lots.

11. **Above Ground Swimming Pools.** No above-ground swimming pools shall be allowed.

12. **Clothes Drying.** No outdoor clothes drying areas shall be allowed unless they are out of sight of the adjoining properties and all streets and rights-of-way.

13. **Playground Items.** All playground items including, but not limited to, swings, gym apparatus, sand boxes, trampolines, and ramps shall be placed within the Lot in an area not visible from the street or from adjoining properties. Commercially manufactured basketball goals are exempt only if the condition of the pole, backboard, rim, and net meet acceptable appearance and usage standards as determine by the BD.

14. **Gardens.** No vegetable garden or other garden for raising produce shall be permitted within public view in the Subdivision.

15. **Lighting.** No exterior lighting fixtures shall be installed on any Lot without adequate and proper shielding of fixtures. No lighting fixture shall be installed that may be or become an annoyance or a nuisance to the residents of adjacent lots.

16. **Trucks and Other Vehicles.** No commercial vehicles of any kind shall be permitted to be parked in the residential areas of the Property unless the same is present and necessary in the actual construction or repair of buildings on the Property. Trucks, buses, trailers, campers, recreational vehicles (RVs) or other habitable vehicles of any type, boats or boat trailers shall be parked in a completely enclosed garage or behind a fence so said vehicle is not visible from the street or adjoining properties. Covering a vehicle with a full vehicle cover and parking in

the driveway or behind a fence is acceptable upon review and approval by the BD. No commercial vehicles will be parked in East Bay overnight.

No one may undertake the repair of a vehicle within the Property unless the repairs are performed in a completely enclosed garage. The pursuit of hobbies or other activities within the Property that may create disorderly, unsightly, or unkempt conditions (including without limitation the assembly and disassembly of motor vehicles and other mechanical devices) is prohibited.

Vehicles shall be parked only in garages or in driveways. No vehicle may be parked on the visible lawn of any Lot. Stored vehicles and vehicles that appear inoperable or under repair or that do not have current operating licenses shall not be permitted within the Property except within an enclosed garage.

17. **Fill and Drainage.** No lot shall be increased in size by filling in the water on which it abuts. No changes in elevations of Property subject to these restrictions shall be made which will cause undue hardship to adjoining property or be inconsistent with the approved drainage plans for Property or any part thereof.

18. **Underground Wires.** No lines or wires for communication or the transmission of electrical current or electromagnetic pulses shall be constructed, placed or permitted to be placed on a Lot unless the same shall be underground and in accordance with Orange County Code, State and Federal law.

19. **Offensive Activities.** No obnoxious, illegal, or offensive activity shall be carried out upon any Lot, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood.

No noise, activity, appearance, or odor tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any Property adjacent to the Lot will be permitted.

20. **Signs.** No sign of any kind shall be displayed to the public view on any Lot, except one sign that is professionally prepared, advertising the Lot for sale or a sign provided by a contractor not to exceed thirty (30) days after completing a project on the Lot. The sign panel of such a sign shall have maximum dimensions of fifteen (15) inches in height and twenty-four (24) inches in length. The sign panel shall be mounted on a single post.

A single sign advertising an open house shall be permitted, but only on the Lot where, and during the time when, the open house is to occur. Such a sign advertising an open house may be no larger than five (5) square feet and must be placed at a location fifteen (15) feet from the front curb of the Lot.

There shall be permitted only one sign on a Lot at any given time. No flags or other attachments shall be fastened to a sign and no signs identifying a lot as "sold" are permitted.

21. **Trash and Garbage.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on a Lot except building materials during the course of construction of any approved structure. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

22. **Dues and Assessments.** In order to maintain the high standard of the Property and in order to supplement the public facilities and services to be furnished by Orange County, Florida, as well as in the interest of public health and sanitation, each Lot within the Property is hereby subjected to annual dues and any annual assessment. The annual dues and any assessment shall run with the land and shall be secured by a lien upon the Lot or Lots within the Property until such assessment/dues are paid, and the lien shall be enforceable in a court of equity, in which event, all legal and other incidental costs, including attorneys' fees, associated with lien procedures and any collection process shall be paid by the Title Holder, the Title Holder's heirs, successors or assigns in interest, provided, however, said lien shall be and is hereby subordinated to any bona fide first mortgage on any such Lot. Such assessment and dues shall be payable annually on the first day of January each year in advance to EB. If the dues are not paid by the first day of January, interest shall be charged at a rate of eight percent (8%) per annum. All legal costs and other incidental costs associated with lien procedures and any collection process shall be borne by the Lot owner and shall be party of any delinquency satisfaction. Annual dues may be adjusted from

year to year by the BD, as the needs of the Property Owners may, in the judgment of the BD, require and shall be apportioned among the Lots within the Property on a per Lot per year basis. The annual dues may be increased each year not more than 5% above the dues for the previous year without a vote of the membership.

Any proposed special assessment above the annual dues, must be approved by a simple majority of all Title Holders in good standing, in attendance present, or by proxy at a specially called meeting for the purpose of the special assessment. If the Assessment is not paid within 45 days after January 1, the Assessment shall bear interest from the date of the delinquency at the highest rate allowed by Florida law and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property, and there shall be added to the amount of such Assessment all reasonable attorneys' fees and costs incurred in the collection process.

23. **Initial Assessment.** In addition to Annual and Special Assessments, EB shall charge and collect an initial, one time, Membership Fee from each Owner in the amount of \$175 per Lot for all transfers to any new Owner. Said Membership Fee shall be due and collectible at the time of transfer of record title to a Lot.

24. **Compliance; Enforcement; Attorney Fees.** Every Title Holder and/or occupant of any Lot shall comply with all provisions of this instrument and the By-Laws of EB. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by EB, or, in a proper case, by any aggrieved Title Holder or Title Holders.

Disputes between EB and a Title Holder or Title Holders regarding use of or changes to the Lot or the common areas and other covenant enforcement disputes, disputes regarding amendments to the association documents, disputes regarding meetings of the board and committees appointed by the board, membership meetings not including election meetings, and access to EB's official records shall be filed with the department for mandatory mediation before the dispute is filed in court in accordance with Section 720.311(2)(a), Florida Statutes. In the event that EB prevails at mediation, the Title Holder shall pay to EB an attorney's fees, mediation costs including the cost of the mediator, and any other fees and costs charged by the department, if any.

If EB brings any judicial action against a title holder/member of EB in connection with this instrument, or if EB is named or joined in any judicial action by a Title Holder/member of EB or by reason of a Title Holder's acts or omissions, and EB prevails in that action, the Title Holder shall pay to EB all attorney's fees and court costs incurred by EB in connection with that action, including fees and costs incurred before trial and in appellate proceedings. The costs and attorney's fees shall be secured by a lien against the Lot(s) owned by the Title Holder, and may be collected in the manner provided herein for collection of assessments and foreclosure of assessment liens.

In the event of a violation of any of the provisions of these Covenants and Restrictions by any person or persons, EB may bring an action to enjoin or otherwise correct said violation. In any such action, EB shall be entitled to the recovery of its court costs, and attorney's fees, including attorney's fees incurred before trial, during trial and on appeal. The costs shall be assessed against the Property owned by the responsible party and shall be collected in the manner provided herein for assessments.

25. **Selling of Home.** All owners shall notify BD when properties are sold and provide the name and full address of the new property owner.

26. **Minor Violations.** When a building or other structure has been erected, or its construction substantially advanced, and the building is located on any Lot or building plot in a manner so as to constitute a violation or violations of these covenants and restrictions, EB shall have the right at any time to release the Lot or building plot, or portions of it, from any part of the covenants and restrictions as are violated.

27. **Existing Improvements.** Any improvements presently existing upon a Lot that complied with the restrictive covenants in effect immediately prior to this instrument, but which because of the modifications made hereby no longer comply with the restrictive covenants affecting the Property, shall be permitted to remain on the Lot and shall be deemed to comply herewith. Notwithstanding the foregoing, and modifications, alterations, reconstructions, renovations, or the like performed after the date hereof, shall comply in all respects with these

restrictive covenants. It shall be the obligation of Title Holder or other person who relies upon this provision to demonstrate that the improvements on his Lot existed prior to the recording of this instrument and that those improvements fully complied with the restrictive covenants in effect immediately prior to this instrument.

28. **Membership in Association.** Every Title Holder of a Lot within the Property shall be a member of EB. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each member of EB shall be entitled to one vote for each Lot owned. When more than one person owns a Lot, all such Title Holders shall be members of EB, but shall be entitled collectively to exercise only one vote per Lot owned. All members of EB shall be familiar with and agree to abide by the rules, regulations, restrictions, and purposes of said Association. In cases where the Title Holder is a corporation, the resident occupant of the property shall be a member of EB and shall exercise the owner's rights with respect thereto.

29. **Survivability of Provision.** All covenants and restrictions set forth herein are separate and independent. Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

30. **Indemnification.** Each Title Holder agrees to Indemnify, defend, and hold EB harmless from all claims, damages, costs, and other obligations and liabilities from or in connection with the activities or omissions of the Title Holder, his agents, representatives, invitees, or other persons for whom the Title Holder is responsible within the Property.

EB shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then BD) to which he or she may be a party by reason of being or having been an officer, director, or committee member after February, 2001. The officers, directors and committee members shall not be liable for any mistake of judgment, negligence or otherwise. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of EB (except to the extent that such officers or directors may also be members of EB), and EB shall indemnify and forever hold each officer and director free and harmless against all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member who shall have held any such position after February, 2001 may be entitled. EB shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

31. **Interpretation.** The BD shall have exclusive authority to interpret the meaning and requirements of each provision of this instrument as well as those of EB's By-laws and Articles of incorporation. All such interpretations of the BD, absent manifest error or abuse, shall be binding upon all Title Holders, members of EB, and their lots.

32. **Integration.** To the extent that provisions hereof contradict or differ from the provisions of prior restrictive covenants affecting the Property, those prior restrictive covenants shall be deemed amended hereby. Any prior restrictive covenants not included herein shall be deemed deleted to the extent such may be amended by EB or by those other persons or entities joining in this instrument.

33. **Covenants Running with the Land.** All restrictions, reservations, covenants, conditions and easements contained in this instrument shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through and under such persons, agree to be bound by the provisions of this instrument, the Articles of Incorporation, and the By-Laws of EB.

34A. **Leasing.** Effective as of the date of recording this Amendment to Covenants and Restrictions, any new Title Holder must reside at the Lot or dwelling for at least two (2) years from the date of obtaining title to the Lot or dwelling, before leasing, with the exception of any Title Holder in the United States armed forces receiving a transfer or called to active duty. No Lot or dwelling may be leased or rented for a term less than 12 consecutive months, nor more than 24 months, with the exception only of any Title Holder in the United States armed forces

receiving a transfer or called to active duty. A Lot may be leased or rented for occupancy by only one family at any time. Leasing of individual rooms is strictly prohibited.

34B. **Lease Notification.** A Title Holder intending to lease his or her Lot or Dwelling shall give to the BD or its designee written notice of such intention prior to the first day of occupancy under the lease together with the name and address of the proposed lessee. A copy of the signed lease agreement shall be provided to the BD annually.

34C. **Lease Violations.** Any lease entered into in violation of any provision of this Leasing Article 34 shall be treated as void. The Board may cite a violation of this Article by any legal or equitable remedies which may be available to enforce the C&R contained in this Declaration, including fining any Lot owner or tenant for violations of these provisions as provided elsewhere in this Declaration or the By-laws. 34D. **Assessments.** The legal responsibility for paying Association Assessments shall not be delegated to the lessee.

34E. **Subleasing.** Subleasing of a Lot or Dwelling by a tenant is prohibited.

35. **Amendment of Restrictive Covenant.** EB reserves the right for the BD to unilaterally modify, amend or revoke these restrictions, in the BD's sole discretion, except for the Dr. P. Phillip's Covenants (which may be amended only with the consent of Dr. P. Philip's Foundation).

These Covenants and Restrictions are to run with the Subdivision and all of the Lots and the Property located therein and shall be binding on all parties, Title Holders, and all persons claiming under them for a period of 30 years from the date of recording thereof, after which time they shall be extended automatically for successive periods of ten years. These Covenants and Restrictions may also be amended by a majority of all Title Holders in good standing, in attendance present, direct and proxy, at a specially called meeting for the purpose of amending the restrictions.

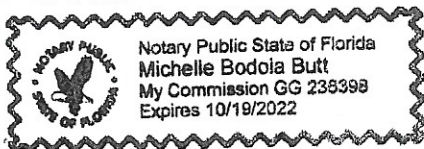
IN WITNESS WHEREOF, this Amendment has been duly adopted by EB and executed by its President and Secretary on the 24 day of October, 2018.

Gail Bell - Treasurer  
Gail Bell, ~~President~~

Gillian King  
Gillian King, Secretary

STATE OF FLORIDA  
COUNTY OF ORANGE

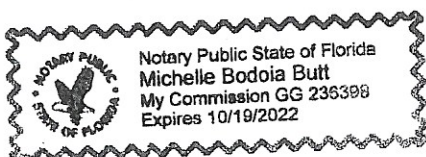
Acknowledged before me this 24<sup>th</sup> day of October, 2018, by Gillian King, who is personally known to me.



[Signature]  
Notary Public  
Michelle Bodola Butt

STATE OF FLORIDA  
COUNTY OF ORANGE

Acknowledged before me this 24<sup>th</sup> day of October, 2018, by Gail Bell, who is personally known to me.



[Signature]  
Notary Public  
Michelle Bodola Butt

## ADDENDUM TO COVENANTS AND RESTRICTIONS

### Page 4, Paragraph 5:

All plans and specifications shall be submitted for approval to the BD, and shall show plot layout; all exterior elevations, with materials and colors specified; all details of structural and mechanical design; driveway, garage and parking improvements; drainage facilities; landscaping; and all other related details of development. The Title Holder shall also provide such additional information as required, and material as the BD may request. All plans and specifications shall be submitted, in writing, over the signature of the Title Holder of the Lot or his authorized agent.

### Page 5

5B. Damage and Destruction. Damage or destruction by fire or other casualty to all or any portion of an improvement on a Lot shall be repaired by the Title Holder within 90 days after the damage or destruction, or where the repairs cannot be completed within 90 days, they shall be commenced within 30 days after the casualty and thereafter pursued with due diligence until fully completed

### Page 10

35. Amendment of Restrictive Covenant. EB reserves the right for the BD to modify, amend or revoke a restriction for a specific situation, except for the Dr. P. Phillip's Covenants (which may be amended only with the consent of Dr. P. Phillips Foundation).