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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DIAMOND COVE

KNOW ALL MEN BY THESE PRESENTS, that the Declaration of Covenants, Conditions and Restrictions for Diamond Cove, recorded in Official Records Book 4720, at Page 2913, of the Public Records of Orange County, Florida (the "Original Declaration") was made and entered into as of the 1st day of April 1994 by ENGLE HOMES/ORLANDO, INC., a Florida corporation hereinafter referred to as the "Developer". The Original Declaration, as amended and supplemented is hereby amended on June 17th, 2004 by the Board of Directors of the Diamond Cove Homeowners Association, Inc. as prescribed in Article XI, Section 5 of the Original Declaration, as amended and supplemented. This Amended and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board.

RECITALS

A. The Developer was the owner of the Property (as defined in Article I) and desired to create thereon a residential community with common facilities for the benefit of the community.

B. The Developer desired to provide for the preservation of the values and amenities in the community and for the maintenance of the open spaces and other common facilities; and, to this end, desired to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth in the Original Declaration, each and all of which is and are for the benefit of the property and each Owner (as defined in Article I) thereof.

C. The Developer has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

D. The Developer has incorporated under the laws of the State of Florida, as a corporation not for profit, Diamond Cove Homeowners Association, Inc., (hereinafter referred to as the "Association") the purpose of which shall be to exercise the functions aforesaid.

E. The Property is also subject to and encumbered by the Master Declaration (as

defined in Article I). The property and each Lot (as defined in Article I) shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in the Master Declaration wherever the provisions of this Amended and Restated Declaration are in conflict with the Master Declaration, the provisions of the Master Declaration shall be considered superior to and shall overrule this Amended and Restated Declaration.

F. The covenants, conditions, and restrictions contained in the Original Declaration were and, as amended, shall continue to be covenants running with the land for the benefit of the Developer and its successors in title to the various Lots.

G. The Developer directly controlled management of the Property until the time at which the Developer turned over to the Association the management of the affairs of the Property.

H. The Articles of Incorporation of Diamond Cove Homeowners Association, Inc. (hereinafter referred to as the "Articles of Incorporation") were executed on June 21, 1994, and filed with the Florida Secretary of State.

I. The Association was granted the authority, through the Articles of Incorporation, and consistent with the Original Declaration to "Do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, any Supplemental Declaration, these Articles of Incorporation and the Bylaws of Diamond Cove Homeowners Association, Inc. (hereinafter referred to as the "Bylaws"), and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and the Common Property."

J. The Association's Board determined that the most efficient way to manage the affairs of the Association is through the establishment of an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Diamond Cove, which would act to amend and restate the Original Declaration and all Amendments and Supplemental Declarations thereto;

K. The Association desires to impose this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Diamond Cove on the Property, and, accordingly, pursuant to the laws of Florida, prepared this document to amend and restate the Original Declaration.

L. This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Diamond Cove shall hereinafter be referred to as the "Amended and Restated Declaration".

M. The purpose of this Amended and Restated Declaration is to substantially and completely amend and restate the covenants, conditions and restrictions previously imposed upon the Property, including the Original Declaration, and the following:

Supplemental Declaration of Covenants, Conditions and Restrictions Diamond Cove Unit 1B, recorded in Official Records Book 4763, at Page 4160, of the Public Records of Orange County, Florida;

Supplemental Declaration of Covenants, Conditions and Restrictions Diamond Cove Unit 2, recorded in Official Records Book 4838, at Page 2299, of the Public Records of Orange County, Florida;

Amendment to Declaration of Covenants, Conditions and Restrictions for Diamond Cove, recorded in Official Records Book 5054, at Page 1843, of the Public Records of Orange County, Florida;

Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Diamond Cove, recorded in Official Records Book 5375, at Page 1906, of the Public Records of Orange County, Florida; and the

Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Diamond Cove, recorded in Official Records Book 5327, at Page 2971, of the Public Records of Orange County, Florida,

and impose this Amended and Restated Declaration upon the real property within the Property.

N. In accordance with the provisions of the Declaration, the Board may have the right to modify or amend the restrictions set forth in the Original Declaration.

O. The Association has certified that this Amended and Restated Declaration has been duly adopted by obtaining the requisite approval as required by the Original Declaration, as well as obtaining the express written joinder and consent of the Master Association.

P. The Developer's written joinder and consent is not necessary to make this Amended and Restated Declaration effective as it no longer owns any portion of the Property.

Q. This Amended and Restated Declaration shall be effective upon its recordation in the Public Records of Orange County, Florida.

R. This Amended and Restated Declaration shall bind any and all Owners within the Property.

DECLARATION

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the Association hereby declares that henceforth the Original Declaration as amended and supplemented is merged into, superseded by and completely replaced by this Amended and Restated Declaration such that the Property, and all additions thereto, to the extent permitted by law, shall be owned, held and conveyed subject to the covenants, conditions, restrictions, easements, reservations and liens herein established, all of which, to the extent permitted by law, shall be covenants running with the land and shall be binding and inure to the benefit of the Association and the owners of land within the Property, their respective successors and assigns,

and any other parties having any right, title or interest in such real property.

ARTICLE I

DEFINITIONS

Unless prohibited by the context in which they are used, the following words, when used in this Amended and Restated Declaration, shall be defined as set out below:

Section 1. Amended and Restated Declaration. "Amended and Restated Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Diamond Cove, and all amendments and supplements made to this instrument.

Section 2. Assessment. "Assessment" shall mean and refer to those charges made by the Association from time to time against each Lot within the Property for the purposes set forth herein and shall include, but not be limited to, Annual Assessment for Common Expenses, transfer assessment, and Special Assessment for capital improvements

Section 3. Association. "Association" shall mean and refer to the DIAMOND COVE HOMEOWNERS ASSOCIATION, INC., a Florida Non-Profit Corporation.

Section 4. Board. "Board" shall mean the Board of Directors of the Association

Section 5. Common Expenses. "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership and/or maintenance of the Common Property and other obligations set forth herein or as may be otherwise determined by the Board, including but not limited to, the amount collected by the Association to pay the Assessments for common expenses imposed by the Master Association

Section 6. Common Property. "Common Property" shall mean and refer to any areas shown on the plat of the Property intended for the use and enjoyment of the Members. The Association has the right to maintain any Common Property for the common use, benefit and enjoyment of all Owners

Section 7. Covenants. "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All Covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all Owners.

Section 8. Declaration. "Declaration" shall mean that certain, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DIAMOND COVE, recorded in Official Records Book 4720, at Page 2913, of the Public Records of Orange County, Florida, as amended and supplemented, with the exception of this Amended and Restated Declaration .

Section 9. Developer. "Developer" shall mean ENGLE HOMES/ORLANDO, INC., a Florida corporation, and its successors or assigns as designated in writing by the Developer.

Section 10. Governing Documents. "Governing Documents" shall mean this Amended and Restated Declaration, and the Articles of Incorporation and Bylaws of the Association, as the same may be amended from time to time and filed in the Public Records of Orange County Florida. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, the Amended and Restated Declaration as amended and supplemented, the Articles of Incorporation and the Bylaws, in that order, shall control. One Governing Document's lack of a provision with respect to a matter, for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

Section 11. Improvements. "Improvements" shall mean and refer to all structures of any kind including without limitation, any building, fence, wall, privacy wall (as defined in Article XI) sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain; disposal system, decorative building, recreational facility, landscaping, exterior lighting or landscape device or object.

Section 12. Lot. "Lot" shall mean and refer to each portion of the Property under separate ownership or which is capable of separate ownership, including all Lots shown on the plats of the Property and all Improvements located thereon. Each portion of the Property which is considered a separate parcel for real property tax purposes shall be considered a Lot.

Section 13. Master Association. "Master Association" shall mean and refer to the Buenavista Woods Homeowners Association, Inc., the Florida Non-Profit Corporation formed to carry out the intent of the Master Declaration. The relationship between the Association and the Master Association is more fully described in Article IV.

Section 14. Master Association Assessments. "Master Association Assessments" shall mean and refer to those charges made by the Master Association from time to time against the Property and the Lots therein for the purposes set forth in, that certain Master Declaration of Covenants, Conditions and Restrictions for Buenavista Woods, recorded in Official Records Book 4550, Page 2151, of the Public Records of Orange County, Florida (hereinafter referred to as the "Master Declaration") and shall include, but not be limited to, Master Association Annual Assessments for common expenses and Master Association Special Assessments.

Section 15. Master Documents. "Master Documents" shall mean and refer to the Master Declaration, any Supplement to the Master Declaration and the Articles of Incorporation and bylaws of the Master Association as the same may be amended from time to time.

Section 16. Member. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof. The term "Member" shall not mean or refer to a builder or developer (other than the Developer) who in its normal course of

business purchases a Lot for the purpose of constructing an Improvement thereon for resale but shall mean and refer to those persons who (1) purchase a Lot to have a residence built for them or (2) purchase a Lot and the Improvements thereon during or after completion of construction

Section 17. Owner. "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 Property, but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure

Section 18. Person. "Person" shall mean and include an individual, corporation, governmental agency business trust, estate trust, partnership association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity

Section 19. Property. "Property" shall mean and refer to the lands platted as follows: DIAMOND COVE UNIT 1A, according to the plat thereof recorded in Plat Book 32, Pages 9,10,11,12, and 13, Public Records of Orange County, Florida; DIAMOND COVE UNIT 1B, according to the plat thereof recorded in Plat Book 33, Pages 8 and 9, Public Records of Orange County, Florida; and, DIAMOND COVE UNIT 2, according to the plat thereof recorded in Plat Book 34, Pages 14, 15, 16, 17, and 18, Public Records of Orange County, Florida.

Section 20. Recreational Area. "Recreational Area" shall mean and refer to the "Tract D", as shown on the plat entitled "Diamond Cove Unit 2," as recorded in Plat Book 34, at Page 16, of the Public Records of Orange County, Florida, and "Tract B", as shown on the plat entitled "Diamond Cove Unit 1A," as recorded in Plat Book 32, at Page 9, of the Public Records of Orange County, Florida.

Section 21. Resident. "Resident" shall mean and refer to the legal occupant of any Lot. The term "Resident" shall include the Owner of the Lot and any tenant, lessee or licensee of the Owner.

Section 22. Street. "Street" shall mean and refer to any street or other thoroughfare within the Property whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation

Section 23. Supplement. "Supplement" shall mean a document and the exhibits thereto, which, when recorded in the Public Records of Orange County, Florida, shall subject additional real property to the provisions of this Amended and Restated Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS AMENDED AND RESTATED DECLARATION AND ADDITIONS TO THE PROPERTY

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Amended and Restated Declaration. The Property is part of the Buenavista Woods development located in Orange County. To effectuate the orderly development of Buenavista Woods and to establish, protect and preserve the quality of Buenavista Woods, the owner of Buenavista Woods recorded the Master Declaration which also encumbers the Property.

Section 2. Other Additions to the Property. The Developer reserved the right to add or ~~may~~ cause to be added, other real property not now included within the plat of the Property to the provisions of this Amended and Restated Declaration. Each commitment of additional property to this Amended and Restated Declaration was or shall be made by a recitation to that effect in a supplement which needs be executed only by the Developer and the title holder of such real property if not the Developer, and does not require the execution or consent of the Association or any Owners. The Supplement shall describe the real property which has been or is being committed to this Amended and Restated Declaration and made subject to the terms of this Amended and Restated Declaration and has or shall contain such other terms and provisions as the Developer deemed or deems proper. Upon the recordation of a Supplement, such real property described therein has been or shall be committed to the Covenants contained in this Amended and Restated Declaration and shall be considered Property as fully as though originally designated herein as Property.

Section 3. Mergers. Upon a merger or consolidation of the Association with another association as permitted by the Articles of Incorporation, its properties, rights and obligations, by operation of law, may be transferred to another surviving or consolidated association or, alternatively, the properties rights and obligations of another association, by operation of law, may be added to the properties rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Amended and Restated Declaration within the Property together with the covenants and restrictions established by any Supplement upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants within the Property, except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Except as is set forth in this Section 1 every Person who is a record titleholder of a fee or undivided fee interest in any Lot which is subject by the Covenants to assessment by the Association shall be a Member of the Association provided that no Person who holds such interest merely as a security for the performance of any obligation shall be a Member. No builder or developer (other than the Developer) who in its normal course of business purchases a Lot for the purpose of constructing an Improvement thereon for resale shall become a Member of the Association so long as such builder or developer does not occupy the Improvement as a residence. Only those Persons who purchase a Lot to have a residence built

for them or who purchase a Lot and the Improvement during or after completion of construction and the Developer shall be Members. Notwithstanding the previous sentence if a builder or developer does occupy an Improvement as his primary personal residence and so notifies the Association in writing, thereafter such builder or developer shall be considered a Member of the Association. The Developer shall retain the rights of membership, including, but not limited to, the voting rights of all Lots owned by Persons not entitled to Membership as herein defined.

Section 2. Member's Voting Rights. The votes of the Members shall be established and exercised as provided in the Articles of Incorporation and Bylaws.

Section 3. Board of Directors. The Association shall be governed by the Board which shall be appointed, designated or elected as the case may be as follows

(a) Appointed by the Developer. The Developer shall have the right to appoint all members of the Board until the Developer holds less than five percent (5%) of the total number of votes of Members as determined by the Articles of Incorporation.

(b) Majority Appointed by the Developer. Thereafter, the Developer shall have the right to appoint a majority of the members of the Board so long as the Developer owns Lots within the Property.

(c) Election of the Board. After the Developer no longer has the right to appoint all members of the Board under subsection 3(a) of this Article III, or earlier if the Developer so elects, then and only then, shall any member of the Board be elected by the Members of the Association.

(d) Vacancies. A member of the Board may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws. However, any member of the Board appointed by the Developer may only be removed by the Developer, and any vacancy on the Board of a member appointed by the Developer shall be filled by the Developer.

ARTICLE IV

RELATIONSHIP WITH THE MASTER ASSOCIATION

Section 1. Creation of the Master Association. The Master Association was formed for the purpose of enforcing the Master Declaration and the covenants set forth therein in accordance with the rights of enforcement provided in the Master Declaration.

Section 2. Rights and Duties of the Association. The Association shall be a "Neighborhood Association" as defined in the Master Declaration. The Association shall:

(a) abide by the Master Declaration and the covenants set forth therein;

(b) enforce this Amended and Restated Declaration, and any and all other Governing

Documents;

(c) maintain the Common Property, if any, and other real property under its direct control or jurisdiction to the extent and as provided herein;

(d) administer the affairs of the Association; and

(e) perform such other duties as are prescribed by the Governing Documents or which may be assigned to it from time to time by the Master Association or the Developer.

Section 3. Power of the Master Association Over the Association. The Master Association shall have the absolute power to veto any action taken or contemplated to be taken by the Association if such action would conflict in any manner with the Master Declaration. The Master Association shall receive the same notification of each meeting of the Members of the Association or Board or committee thereof required by the Governing Documents and a representative of the Master Association shall have the unrestricted right to attend any such meeting. If proper notice is not given to the Master Association, any action taken at such meeting shall be considered null and void to the same effect as if proper notice had not been given to the Members.

Section 4. Current List of Owners. The Association shall provide the Master Association with the names and addresses of all Owners and shall notify the Master Association in writing each time there is a change in the name and/or mailing address of an Owner.

Section 5. Representative. The votes of the Members shall be cast at meetings of the members of the Master Association by the President of the Association. The President of the Association shall be the Representative to act on behalf of the Members at all meetings of the members of the Master Association. The officers of the Association shall be designated by a certificate signed by the Secretary of the Association, and filed with the Secretary of the Master Association prior to the time all proxies are due. In the absence of a revocation of same, the President shall be deemed to be the person entitled to cast the votes of the Members at any meeting of the members of the Master Association. In the event the President of the Association does not appear in person or by proxy at any meeting of the members of the Master Association, the votes of the Members may be cast at the meeting of the Master Association by the Association's Vice President, Secretary or Treasurer, in that order.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Members' Easement of Environment. Subject to the provisions of Section 3 hereof, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Property. The Developer may retain the legal title to any

Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same. The Developer may have conveyed or turned over certain portions of the Common Property and retained others. Notwithstanding any provision in this Section 2 to the contrary, the Developer covenanted, for itself, its successors and assigns, that it will convey all Common Property located within the Property when ninety-five percent (95%) of the Lots within the Property are owned by Members.

Section 3. Extent of Members Easements. The rights and easements of enjoyment created hereby shall be subject to the right of the Association to dedicate or transfer all or any part of the Common Property to any public agency; authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided, however, that no such dedication, transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes irrespective of class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken. The rights and easement of enjoyment created hereby shall further be subject to the right of the Board to promulgate reasonable rules and regulations concerning the use of the Common Property and the conduct thereon of the Members, their family members, guests, tenants, and invitees. The Board has the express right to adopt and implement Board adopted rules and regulations by a majority vote of the Board members present at a meeting of the Board. Such Board-adopted rules and regulations shall be effective and binding on the Owners and Members, provided same shall not conflict with the Governing Documents or the Master Association documents.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association:

- (1) the Original Assessment;
- (2) Annual Assessments for Common Expenses; and
- (3) Special Assessments for Capital Improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Annual and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Residents and in particular for the improvement and maintenance of properties, services, and

facilities which are devoted to the purpose and related to the use and enjoyment of any Common Property and of the homes situated upon the Property, including, but not limited to:

- (a) Payment of operating expenses of the Association;
- (b) Payment of the amount due for the maintenance of the Common Property;
- (c) Payment of amounts due the Master Association in accordance with Article VII of this Amended and Restated Declaration;
- (d) Lighting, improvement and beautification of Streets and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways;
- (e) Management, maintenance, improvement and beautification of parks, entrance features, lakes, ponds, buffer strips, and recreation areas and facilities;
- (f) Repayment of deficits previously incurred by the Association (or the Developer), if any, in making capital improvements to or upon the Common Property, if any, and/or in furnishing the services and facilities provided herein to or for the Owners and the Members of the Association;
- (g) Doing any other thing necessary or desirable, in the judgment of the Association, to keep the Property neat and attractive, or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards, or which, in the judgment of the Association, may be of general benefit to the Owners and/or Residents of lands included in the Property;
- (h) Maintenance and repair of easements shown on any recorded subdivision plat.

Section 3. -Original and Annual Assessments.

(a) Original Assessment. The Original Assessment shall be Fifty and No/100 Dollars (\$50. 00) per Lot to be paid to the Association at the time of closing on the purchase of the Lot by the Owner. The Association may use any part or all of the Original Assessment for the purposes set forth in Article VI, Section 2.

(b) Annual Assessment. Until changed by the Board in accordance with the terms hereof, the Annual Assessment shall be Three-Hundred Forty and No/100 Dollars (\$340.00) per Lot, payable quarterly, in advance, on January 1, April 1, July 1, and October 1 of each year. This Annual Assessment shall be in addition to the above mentioned Original Assessment and shall be prorated in the year of initial purchase of the Lot. The Annual Assessment shall be paid directly to the Association to be held in accordance with the above provisions.

(c) Adjustment to Annual Assessment. Prior to the beginning of each fiscal year, the

Board shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year. The total Common Expenses shall be divided by the number of Lots to establish the Annual Assessment for Common Expenses per Lot. The Association shall then promptly notify all Owners in writing of the amount of the Annual Assessment for Common Expenses for each Lot. From time to time during the fiscal year, the Board may revise the budget for the fiscal year. Pursuant to the revised budget, the Board, upon written notice to the Owners, may change the amount, frequency and/or due dates of the Annual Assessments for Common Expenses for each Lot. If an expenditure of funds is necessary which is in excess of those collected or to be collected from the Annual Assessment for Common Expenses or otherwise available to the Association, the Board may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for regular Annual Assessments for Common Expenses and shall be payable in the manner determined by the Board as stated in the notice of any Special Assessment for Common Expenses. Additionally, Special Assessments may be levied against individual Lot Owners or Residents for various purposes as otherwise provided in this Amended and Restated Declaration, and such Special Assessments shall be subject to collection and enforcement as a Special Assessment as provided throughout this Article.

(d) Commencement of First Assessment. Assessments provided herein shall first commence as to each Lot on the day of the conveyance of title of each Lot by Developer (unless otherwise specifically set forth by Developer in such conveyance to the contrary). The Annual Assessments in effect at that time shall be adjusted according to the number of months remaining in the calendar year after such date.

Section 4. Special Assessments. In addition to the Assessments for Common Expenses authorized by Section 3 hereof, the Board may levy in any assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Property, including the necessary fixtures and personal property related thereto; or for any other reasonable purpose, as determined in the sole unfettered discretion of the Board, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the members of the Board. The Special Assessment shall be levied against all Lots, including Lots owned by the Developer and Lots owned by Owners who are not Members. Additionally, Special Assessments may be levied against individual Lot Owners or Residents for various purposes as otherwise provided in this Amended and Restated Declaration, and such Special Assessments, which may otherwise be referred to as "Individual Assessments", shall be subject to collection and enforcement as Special Assessments as provided throughout this Article.

Section 5 . Certificate of Payment. The Association shall, upon demand at any time, furnish to any Owner liable for any Assessment a certificate in writing signed by an officer of the Association, setting forth whether the Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 6. Payment of Assessments for Common Expenses. Each Member shall be

required to and shall pay to the Association an amount equal to the Assessment, or installment thereof, for each Lot within the Property then owned by and/or under the jurisdiction of such Owner on or before the date each Assessment, or installment, is due. In the event any Assessments are made payable in equal periodic payments, as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment payable by any Owner be due less than ten (10) days from the date of the notification of such Assessment

Section 7. Assessments for Common Expenses For Lots Owned by the Developer. Notwithstanding anything contained in this Article V to the contrary, the Developer shall not be required to pay Assessments for Lots owned by the Developer so long as the Developer remains responsible for any shortfall in the obligations payable by the Association.

Section 8. Monetary Defaults and Collections of Assessments.

(a) Interest. If any Owner is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the Association for a period of more than ten (10) days after written demand by the Association, the Association may charge such Owner interest at the highest rate permitted by the laws of Florida, on the amount owed to the Association. Such interest shall accrue from the due date of the Assessment or the monies owed.

(b) Acceleration of Assessments. If any Owner is in default in the payment of any Assessment or any other monies owed to the Association for more than ten (10) days after written demand by the Association, the Association shall have the right to accelerate and require such defaulting Owner to pay to the Association Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the Association.

(c) Collection. In the event any Owner fails to pay any Assessment, Special Assessment or other monies due to the Association within ten (10) days after written demand, the Association may take any action or combination of actions deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The Owner shall be liable to the Association for all costs and expenses incurred by the Association incident to the collection of any Assessment, Special Assessment or other monies owed to it, and the

enforcement and/or foreclosure of any lien for same including, but not limited to, reasonable attorney's fees and paralegals' fees (including such fees before trial and at trial), and attorney's fees and paralegals' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the Developer and/or the Association, and all sums paid by the Association for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the Association's lien (hereinafter all of the above costs, expenses, fees, and other charges shall collectively be referred to as "Costs of Collection"). The Association shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owed to it. All payments received by the Association on account of any Assessments, Special Assessments or monies owed to it by any Owner shall be first applied to payments and expenses incurred by the Association, including but not limited to, Costs of Collection, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the Association in the inverse order that the same were due.

(d) Lien for Assessment, Special Assessment and Monies Owed to Association. The Association shall have a continuing lien on all property owned by an Owner for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Amended and Restated Declaration), Special Assessments or other monies owed to the Association by such Owner, including Costs of Collection incurred by the Association. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the Association may record a claim of lien in the Public Records of Orange County, Florida, stating the description of the Lot(s), and name of the Owner, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the recording of the claim of lien) have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

(e) Transfer of a Lot after Assessment. The Association's continuing lien shall not be affected by the sale or transfer of title to any Lot. In the event of any such sale or transfer, both the new Owner and the prior Owner shall be jointly and severally liable for all Assessments, Special Assessments, interest, and other costs and expenses owed to the Association, including, but not limited to Costs of Collection, which are attributable to any Lot purchased by or transferred to such new Owner.

(f) Subordination of the Lien to Mortgages. The continuing lien of the Association for Assessments or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an Institutional Lender so long as the mortgage is recorded prior to the recording of a claim of lien by the Association. For purposes of this Amended and Restated Declaration, "Institutional Lender" shall mean and refer to the Developer, a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the Association's continuing lien or its rights to any lien for any such Assessments, Special Assessment, interest, expenses or other monies owed to the Association by any Owner is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all Owners including such acquirer, and its successors and assigns.

Section 9. Certificate as to unpaid Assessments or Default. Upon request by any Owner, or an Institutional Lender holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether or not such Owner is in default with respect to the payment of any Assessments, special Assessments or any monies owed in accordance with the terms of this Amended and Restated Declaration.

Section 10. Exempt Property. The following property subject to this Amended and Restated Declaration shall be exempted from the Assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property; and (c) all properties exempted from taxation by the laws of the State of Florida. upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from Assessments, charges or liens.

ARTICLE VII

MASTER ASSOCIATION ASSESSMENTS

The Association shall include in its budget each year an amount sufficient to pay all Master Association Annual Assessments for the Common Expenses of the Master Association ("Master Association Annual Assessments") levied by the Master Association against Owners of Lots in the property. The Association shall have the duty to collect Assessments it imposes which includes the Master Association Annual Assessments. The Master Association Annual Assessments for the Lots shall be timely remitted to the Master Association.

If the Association has not collected its assessments from a Member(s), it shall notify the Master Association of the name and address of such Member(s). The Master Association shall be entitled to rely upon the information given by the Association regarding delinquencies, and may impose a lien upon such delinquent Owner's Lot in accordance with the Master Declaration. However, the Master Association, in its sole discretion, may elect to collect Master Association Annual Assessments and other charges directly from any Member in accordance with the Master Declaration. The Association is required to pay the Master Association for all Assessments on behalf of each of its Lots whether or not they have collected from each of the Lot Owners.

Section 1. Determination of Master Association Annual Assessments. Prior to the beginning of each fiscal year, the Board of Directors of the Master Association (the "Master Association Board") shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Master Association during the fiscal year. The Master Association Board shall then establish the Master Association Annual Assessment for Lots within the Property and the Master Association shall then promptly notify the Association in writing of the amount, frequency, and due dates of the Master Association Annual Assessment

for all Lots within the Property. From time to time during the fiscal year, the Master Association Board may revise the budget for the fiscal year. Pursuant to the revised budget, the Master Association Board may, upon written notice to the Association, change the amount, frequency and/or due dates of the Master Association Annual Assessments for Lots within the Property. If the expenditure of funds is required by the Master Association in addition to funds produced by the regular Master Association Annual Assessments, the Master Association Board may make Master Association Special Assessments, which shall be levied in the same manner as provided for regular Master Association Annual Assessments and shall be payable in the manner determined by the Master Association Board as stated in the notice of any Master Association Special Assessment.

Section 2. Payment of Master Association Annual Assessments. The Association shall be required to and shall pay to the Master Association the Master Association Annual Assessment, or installment, for Lots within the Property on or before the date each Master Association Annual Assessment, or installment, is due. In the event any Master Association Annual Assessments are made payable in periodic payments as provided in the notice from the Master Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the Master Association notifies the Association in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Master Association Annual Assessment payable by the Association be due less than thirty (30) days from the date of the notification of such Master Association Annual Assessment

Section 3. Master Association Special Assessments. The Master Association Board may levy Master Association Assessments other than annual operating assessments (referred to as "Master Association Special Assessments") at any time to exercise its responsibilities as provided in the Master Declaration. The Master Association Special Assessment may be levied: in the event that the Master Association Annual Assessment is insufficient to pay the Master Association Common Expenses for the fiscal year; or in the event that the Master Association reserves are insufficient to cover necessary expenditures for Improvements or replacement; or to retire indebtedness incurred to improve the Common Area or Common Property of Buenavista Woods; or any other purposes that relate to the members of the Master Association. When the Master Association levies a Master Association Special Assessment, the Association shall collect such Master Association Special Assessment directly from each Owner and remit payment thereof promptly to the Master Association. Also a Master Association Special Assessment may be levied by the Master Association against an individual Lot of an Owner for any violation of the Master Declaration, as authorized in the Master Declarations, Articles of Incorporation and/or Bylaws.

ARTICLE VIII

ARCHITECTURAL REVIEW BOARD

The Association shall have the authority to create and/or administer an "architectural review board" for the purpose of administering the architectural review guidelines set forth in the Governing Documents and any other architectural review guidelines of the Association, and any other purposes that the Association may reasonably assign. No EXTERIOR change, alteration, painting, re-painting, addition, reconstruction, or attachment (hereinafter collectively referred to as an "Alteration") may be made to any property until the plans and specifications for the Alteration are submitted in a written application to the architectural review board of the Association (hereinafter referred to as the "ARB") and are subsequently approved by the ARB in writing. This pertains to any change, Alteration, painting, re-painting, addition, reconstruction, or attachment that can be viewed from the outside of the home. Exterior changes which must be approved by the ARB include, but are not limited to, exterior light fixtures, exterior wiring, house painting, house re-painting, exterior colors and fixtures, room additions, trellises, decorative fountains, antennas, fences, hedges, tree cutting, tree additions and tree removal (as provided in Article X of this Amended and Restated Declaration), enclosures, floodlights, security systems and video and security cameras. Exterior changes which do not require prior approval by the ARB include gardening (to include addition and removal of annual plant material sized at three (3) gallons or smaller, lawn cutting and mowing, yard maintenance (to include weeding, edging and trimming), and planting of annual and perennial plant material sized at ten (10) gallons or smaller, so long as the improvement is not otherwise restricted by architectural review guidelines, or other rules and regulations of Diamond Cove Homeowners Association, Inc. or elsewhere in this document. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or Alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the ARB. Except for the house and landscaping approved by the ARB, no structures, improvements, hedges, vegetation and fences on properties which abut either Lake Crowell or any retention pond within the Property may not be approved by the ARB if they interfere with the view of the water body or conservation area, and/or conservation easement, from the rear of any other Owner's residence or structure. Docks and boardwalks may be approved by the ARB despite any interference with the views of any other Owners.

Section 1. Composition. Upon the recording of the Original Declaration, the Developer ostensibly formed a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", which initially consisted of three (3) persons. The ARB ostensibly maintained this composition until the first meeting of the Members of the Association. As of such meeting, the Board ostensibly had the right to appoint the ARB which thereafter would serve at the pleasure of the Board; provided, however, that in its selection, the Board was obligated to appoint the Developer or his designated representative to the ARB for so long as the Developer owned any lots in the Property. The Board in appointing the ARB was and shall continue to be obligated to appoint at least one (1) Member of the Association to the ARB. Neither the Association, the Board, nor the Members of the Association, will have the authority to amend or alter the number of members of the ARB, which is irrevocably herein set as three (3). No decision of the ARB shall be binding without at least a 2/3 affirmative approval by its members. The Board shall have the sole responsibility to set or modify the architectural review guidelines of Diamond Cove Homeowners Association, Inc incorporated into this Amended and Restated Declaration by reference.

Section 2. Duties. The ARB shall have the following duties and powers:

(a) to approve all buildings, fences, enclosures, gazebos, walls or other additions or Alterations in and to any existing or proposed structures which shall be commenced, erected, altered or maintained upon the Property. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, color, materials and location of the proposed Improvements. The ARB's approval will take into consideration the harmony of the external design and location of the proposed Improvements in relation to surrounding structures and topography.

(b) to approve any such building plans specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if, for any reason, including purely aesthetic reasons, the ARB should determine that the Improvement, Alteration, etc. is consistent with the planned development of the Property, and

(c) to require to be submitted to it for approval any samples of building materials proposed or any other data information necessary to reach its decision.

(d) The ARB shall have the right of specific approval or veto of all architectural, engineering, platting, planning, and landscape aspects of any improvement, Alteration, addition, change, modification or development of individual units or building, as well as the general plan for the development of any individual Lot or subdivision, tract or parcel of land within the Property. All construction and development within the Property is subject to local governmental control; provided, further, that the ARB may impose standards of architectural and landscaping design, building setback lines or the general plan for development, which standards may be greater or more stringent than standards prescribed in applicable building, zoning, planning or other local governmental codes. Such further standards as the ARB deems necessary to carry out its functions and purposes hereunder are referred to as the architectural review guidelines, or other rules and regulations of Diamond Cove Homeowners Association, Inc, which are

incorporated into this Amended and Restated Declaration by reference.

ARTICLE IX

ENFORCEMENT OF NONMONETARY DEFAULTS

Section 1. Nonmonetary Defaults. In the event of a violation by any Member or Owner (other than the nonpayment of any Assessment, Special Assessment or other monies) of any of the provisions of this Amended and Restated Declaration or the Governing Documents, the Association shall notify the Member or Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after the ~~receipt of~~ Association mails or provides to such Member or Owner such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Member or Owner fails to commence and diligently proceed to completely cure as soon as practical, the Association may, at its option:

(a) Specific Performance. Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(b) Damages. Commence an action to recover damages; and/or

(c) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or Improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Amended and Restated Declaration, including the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this Amended and Restated Declaration.

Section 2. Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and attorney's and paralegals' fees incurred, regardless whether suit is brought (including such fees and costs before trial, at trial and on appeal) in the enforcement of the Governing Documents and any other rules and regulations of the Association, shall be considered a Special Assessment assessed against the applicable Owner, and shall be due upon written demand by the Association and collectible as any other Special Assessment under this Article or Article VI of this Amended and Restated Declaration.

Section 3. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Amended and Restated Declaration or the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant or condition in the future.

Section 4. Rights Cumulative. All rights, remedies and privileges granted to the

Association pursuant to any terms, provisions, covenants or conditions of this Amended and Restated Declaration or the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 5. Enforcement by or Against Other Persons. In addition to the foregoing, this Amended and Restated Declaration may be enforced by the Developer, or the Association, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. Any individual or entity, specifically including without limitation, the Owner of the offending Lot, and if applicable, the offending lessee, shall be responsible to the Association for all costs and fees of enforcement specifically including, without limitation, court costs, reasonable attorneys' fees and paralegals' fees, regardless whether suit is brought (including such fees and costs before trial, at trial and on appeal). In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Amended and Restated Declaration against any Person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person. The prevailing party in any such action shall be entitled to recover its reasonable attorney's and paralegals' fees and costs, including reasonable attorney's and paralegals' fees and costs incurred regardless whether suit is brought (including such fees and costs before trial, at trial and on appeal).

Section 6. Certificate as to Default. Upon request by any Member, or Owner, or an institutional lender holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether or not such Member or Owner is in default with respect to compliance with the terms and provisions of this Amended and Restated Declaration.

Section 7. Circumventing the Association. Any Lot Owner or their representative who contacts the attorney of the Diamond Cove Homeowners Association, Inc. or the Buenavista Woods Homeowners Association, Inc. attorney directly, without first trying to resolve their question or concern with either the Association's property manager or the Diamond Cove Board, or BuenaVista Woods/ Master Association board shall be liable for any attorney's fees associated with responding to the Lot Owner or their representative. Those fees shall be due upon written demand by the Association and collectible as any other Special Assessment under this Article or Article VI.

ARTICLE X

RESTRICTIVE COVENANTS

The Property shall be subject to the following Restrictions, reservations and conditions, which shall be binding upon the Developer and upon each and every Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the Developer or the Association, or any assignee of the Developer or the Association, in dredging the water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 2. Clothes Drying Areas. To the extent permitted by law, a clothesline may only be installed on a Lot provided the following conditions are met:

- (a) The ARB must approve the construction of the clothesline in advance and in writing.
- (b) The clothesline shall be located on the rear portion of the Lot, that is the side of the Lot opposite from the street side of the Lot..
- (c) The clothesline shall not be visible from the street in front of the Dwelling constructed on the Lot. If the clothesline is retractable such that it is not visible or less visible when not in use, then such clothesline shall be retracted not in use.

It is the intent of this provision to comply with Section 163.04, Florida Statutes (2003) governing clotheslines. Accordingly, this provision does not prohibit or have the effect of prohibiting clotheslines on Lots. Rather, this provision is intended to minimize the visibility of such clotheslines while still allowing them.

Section 3. Antennas, Aerials, Discs and Flagpoles. Notwithstanding anything herein to the contrary, a Lot Owner or Resident may display one portable, removable United States flag in a respectful manner, as provided by Section 720.304(2), Florida Statutes (2003). To the extent authorized by Florida Statute, a flagpole for display of the United States flag shall be permitted only after receiving prior express written permission from the ARB as to its design, height, and location, to ensure it is displayed in a tasteful location and manner. A flagpole for display of any other flag shall be permitted only if first approved in writing by the Association as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

Antenna Provision:

- a. Definitions. The following definitions apply to the Antenna Provision:
 1. "Antenna": any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
 2. "Covered Antenna": an Antenna covered by the FCC's Over-the-Air

Reception Devices (OTARD) Rule.

3. "Central Antenna System": an antenna system installed by the Association to serve more than one Resident simultaneously.

4. "Exclusive Use Area": area (and airspace) in which the Resident has a direct or indirect ownership or leasehold interest and which is designated for the exclusive use of the Resident. However, such designation shall not be required to exist within this Amended and Restated Declaration, Articles or Bylaws, and may be implied and/or implicit in the ownership or leasehold of a Lot.

5. "Individual Antenna": Antenna installed by one Resident for reception by that Resident.

6. "Mast": Structure to which an Antenna is attached that raises the Antenna height to enable the Antenna to receive acceptable-quality signals.

7. "Resident": any person or entity who has a direct or indirect ownership or leasehold interest in a Lot or Unit, regardless of whether such person or entity actually lives or dwells on the Lot or the Properties.

8. "Transmission-Only Antenna": An Antenna that has limited transmission capability and is designed for the Resident to select or use video programming.

b. Antenna Size and Type. Subject to criteria detailed elsewhere herein, the following are Covered Antennas and may be installed:

1. Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter may be installed. DBS antennas larger than 39.4 inches (1 meter) may be installed only with the prior approval of the Board of Directors of the Association. Such approval may be conditioned on locating said antenna a minimum of 60 feet from the edge of paving in front of the Lot.

2. Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter. MDS antennas larger than 39.4 inches (1 meter) may be installed only with the prior approval of the Board of Directors of the Association. Such approval may be conditioned on locating said antenna a minimum of 60 feet from the edge of paving in front of the Lot.

3. Antennas designed to receive television broadcast signals, (hereinafter referred to as "Television Broadcast Covered Antennas") regardless of size.

4. Transmission-Only Antennas that are necessary for the use of Covered Antennas.

5. Masts that are required for the installation of Covered Antennas.

6. All Antennas not listed in items 1 through 5 immediately above (including amateur or ham radio antennas) not covered by the FCC's Over-the-Air Reception Devices Rule as amended are prohibited.

c. General Rules

1. Residents are permitted to install Covered Antennas only according to the following rules, provided that these rules do not unreasonably delay Covered Antenna installation, maintenance, or use, or preclude reception of acceptable-quality signals from Covered Antennas.

2. Location

- (i) Covered Antennas are permitted to be installed solely on Lots or Exclusive Use Areas.
- (ii) If Television Broadcast Covered Antennas are to be installed, then they must be installed inside the Improvement located on a Lot wherever possible.
- (iii) Covered Antennas shall not encroach upon any Common Property, any Lot or Exclusive Use Area of another Resident, Common Property airspace, or the airspace of a Lot or Exclusive Use Area of another Resident.
- (iv) Covered Antennas shall be located in a place shielded from view from dwellings located on other Lots, from streets, or from outside the Property to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible location. This section does not permit installation on Common Property, even if an acceptable-quality signal cannot be received from a Lot or Exclusive Use Area.
- (v) If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Resident must ensure that the installation location is as close to a conforming location as possible. The Association may request an explanation of why the nonconforming location is necessary.

3. Installation

- (i) Covered Antennas shall be neither larger nor installed higher than is necessary for reception of an acceptable-quality signal.
- (ii) All installations shall be completed so that they do not materially damage any Properties or void any warranties of the Association, other Residents, or in any way impair the integrity of any dwelling or building on the Properties.
- (iii) A Resident is not required to hire a professional antenna installer. However, any installer other than the Resident shall provide the Association with a certificate of insurance. The purpose of this regulation is to ensure that Covered Antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Residents and personnel.
- (iv) Covered Antennas must be secured so that they do not damage, including damage from wind velocity.

- (v) Residents are liable for any personal injury or damage Covered Antenna, and shall:
 - (a) pay the repair cost for damages to the Common Property another Resident's Lot or Exclusive Use Areas and any other property damaged by Covered Antenna installation, maintenance, or use;
 - (b) pay the medical expenses incurred by persons injured by Covered Antenna installation, maintenance and/or use; and
 - (c) reimburse Residents or the Association for damages caused by Covered Antenna installation, maintenance and/or use.
- (vi) A Resident installing a Covered Antenna shall indemnify the Association against injury or loss caused by the Covered Antenna.

4. Maintenance

- (i) Residents shall not permit their Covered Antennas to fall into disrepair or to become a safety hazard. Residents shall be responsible for the maintenance, repair, and replacement of their Covered Antenna and the correction of any safety hazard caused by their Covered Antenna within thirty days after notification of the need for repair.
- (ii) If Covered Antennas detach, the Residents thereof shall Association may remove Covered Antennas at the expense of the Resident.
- (iii) Residents shall be responsible for their Covered Antenna's maintenance and shall not permit the exterior surfaces of their Covered Antennas to deteriorate.
- (iv) If the Resident fails to maintain or does not correct a safety hazard with Covered Antenna is located.

5. Covered Antenna Camouflaging

- (i) Covered Antennas shall be neutral in color or painted to match the color of the structure (e.g., wall, railing, dwelling, etc.) on which they are installed.
- (ii) Covered Antennas installed on the ground and visible from the street or other Lot or Exclusive Use Areas must be camouflaged. A covered antenna preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Covered Antenna, then the Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.
- (iii) Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it

is attached.

- d. **Safety.** Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation, Residents must comply with the following safety guidelines: Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions; if a Resident must obtain a permit in compliance with a valid safety law or ordinance, then the Resident shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.
- e. **Number of Covered Antennas.** No more than one Covered Antenna providing the same service from the same provider may be installed by a Resident on a Lot.
- f. **Association Use of Common Property for Covered Antenna Installation**
 - 1. The Association may choose to set aside a portion of Common Property for the installation of a Central Antenna System to receive telecommunications signals. If the Association chooses to install a Central Antenna System, the Association may prohibit Individual Antenna installations provided that the following conditions are met:
 - (i) The Central Antenna System offers the same service from the same provider as the Individual Antenna;
 - (ii) The proportionate costs for both the Central Antenna System installation and the signal reception (including any service fees) must be equal to or lower than the costs for installation and service of an Individual Antenna;
 - (iii) The quality of signals received from the Central Antenna System is equal to or better than that of signals received from Individual Antennas; and
 - (iv) There is no unreasonable delay in receiving the signals.
 - 2. If the Association installs a Central Antenna System, it may order the removal of Individual Antennas provided that the Association pays for the removal of the Individual Antennas and reimburses the Residents the value of the Individual Antennas.
- g. **Mast Installation**
 - 1. A Mast's height may be no higher than absolutely necessary to receive acceptable-quality signals.
 - 2. Masts extending 12 feet or less beyond the roofline may be installed on Lots or Exclusive Use Area, subject to the regular notification process (see below). Masts that extend more than 12 feet above the roofline or are installed nearer to the lot line than the total height of the Mast and

Covered Antenna above the roof must be pre-approved due to safety concerns posed by wind loads and the risk of falling Covered Antennas and Masts. Any application for a Mast higher than 12 feet must include a description of the Covered Antenna and the Mast, the location of Mast and Covered Antenna installation, a description of the means and method of installation, including any manufacturer specifications, and an explanation of the necessity for a Mast higher than 12 feet. If this installation will pose a safety hazard to Residents or other personnel, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks.

3. Since Masts extending more than 12 feet above the roofline pose risks of personal injury and damage to Common Property and other Lots or Exclusive use Areas, these Masts shall be installed by an insured Covered Antenna installer to ensure proper and secure installation.
4. Masts must be painted to match the color of the dwelling on the Lot where the Covered Antenna is located.
5. Masts shall not be installed nearer to electric power lines than a distance equal to the total height of the Mast and Covered Antenna above the roof. The purpose of this regulation is to avoid damage to electric power lines if the Mast should fall in a storm.
6. Masts shall not encroach upon Common Property or another Lot or Exclusive Use Areas.
7. To prevent personal injury and property damage, Masts must be installed to safely withstand environmental conditions (e.g., winds from storms, hurricanes, etc.).

h. ~~Covered Antenna Removal.~~ Covered Antenna removal requires restoration of the installation location and any other affected locations, if any, to their original condition. Residents of the Lot where the Covered Antenna was located shall be responsible for all costs relating to restoration of these areas.

i. Association Maintenance of Locations upon Which Covered Antennas Are Installed. The following provisions apply to Covered Antennas installed by a Resident on a portion of the Properties maintained by the Association:

1. If a Covered Antenna is installed by a Resident on a portion of the Properties that is maintained by the Association, that Resident retains responsibility for the maintenance of the Covered Antenna. Covered Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for other Residents. If increased maintenance or damage occurs, the Resident who installed, purchased and/or leased the Covered Antenna is responsible for all such costs. Notwithstanding anything to the contrary, nothing herein shall grant the right to a Resident to install a Covered Antenna on any portion of the Properties to be maintained by the Association.
2. If maintenance requires the temporary removal of Covered Antennas, the

Association shall provide the Resident of the Lot where the Covered Antenna is located with ten days' written notice. Said Resident shall be responsible for removing or relocating the Covered Antenna before maintenance begins and replacing Covered Antennas afterward. If they are not removed in the required time, then the Association may do so, at the Resident's expense. The Association is not liable for any damages to Covered Antennas caused by Association removal. The Association is not responsible for reinstalling Covered Antennas.

3. If Covered Antennas pose immediate threats to Association Residents and personnel or Properties, then the Association has the right to remove Covered Antennas. The Association is not liable for any damage to Covered Antennas caused by this removal.

j. Notification Process

1. Any Resident desiring to install a Covered Antenna must complete a notification form and submit it to the Association. The installation may then begin immediately. The purpose of the notification process is to allow the Association to provide Covered Antenna installation rules and other information to Residents, to know if a person other than the Resident will be entering the Properties for Covered Antenna installation, and to determine whether the installation could pose a safety hazard. However, nothing herein shall impose a duty on the Association to oversee installation or preclude any danger or safety hazard.
2. The Association may hire an independent contractor to determine whether an installation in a non-conforming location is necessary. If the independent contractor finds that installation in a conforming location is possible, then the Resident will be required to relocate the Covered Antenna to a conforming location.

- k. Installation by Tenants. These rules shall apply in all respects to all Residents, whether Owners or tenants.

l. Enforcement

1. If these rules are violated, the Association, after providing the Resident with notice and opportunity to be heard, may bring an action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the Association rules are enforceable, the Association may proceed with a lawsuit in a court of competent jurisdiction to obtain:
 - (i) a declaratory statement by the court with respect to this matter;
 - (ii) an injunction compelling the removal of the antenna;
 - (iii) an award of attorney fees and costs arising from this matter, whether arising during pre-litigation following the FCC validation,
 - (iv) such other relief as the Association and the court deem appropriate.

Section 4. Games and Play Structures. The locations, materials and design of all basketball goals and any other fixed games and play structures shall be subject to the prior express written approval of the ARB. Provided that such basketball goals and fixed game and play structures have been approved by the ARB, all basketball goals and any other fixed games and play structures shall be maintained by each respective Owner in a condition acceptable to the ARB and the Association. Basketball goals are prohibited in any location which interferes or may interfere with traffic or sidewalk areas, which determination shall be in the sole unfettered discretion of the ARB or Board. Portable basketball goals shall be removed from view from the street when not in use. Tree houses, or elevated platforms of a like character, nature, or purpose shall not be constructed on any part of the Lot between a line extended from the rear plane of the residence constructed or planned to be constructed on the Lot to the Lot lines and the edge of the street in front of the Lot. For the purposes of this provision, the term "residence" shall be deemed not to include screened enclosures or other attachments to the primary living structure or dwelling.

Section 5. Litter. No garbage, trash, equipment, disabled appliances, tools or vehicles, refuse or rubbish, recyclables or yard waste shall be deposited, dumped or kept upon any part of the Property except when temporarily stored in closed containers, dumpsters, or other garbage collection receptacles deemed suitable by the Association, or in the garage or any other closed storage structure and out of sight from the street and neighboring properties. All containers, dumpsters and other garbage collection receptacles shall be screened from view from outside the Lot upon which same are located, to the greatest extent possible, and kept in a sanitary condition with no noxious or offensive odors emanating therefrom. Garbage, trash, recyclables or yard waste shall not be placed along the curb at the front of the Lot any earlier than 6:00 PM on the night prior to the specified collection days.

Section 6. Subdivision or partition. No portion of the property shall be subdivided except with the Association's prior express written consent.

Section 7. Casualty, Destruction to Improvements. In the event an Improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the Owner that the Improvement will not be repaired or replaced, such Owner shall promptly clear the damaged Improvement and grass over and landscape such Lot in a sightly manner consistent with the Association's Governing Documents and architectural review guidelines, or other rules and regulations of Diamond Cove Homeowners Association, Inc. A destroyed Improvement shall only be replaced with an Improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the ARB is obtained.

Section 8. Common Property. Nothing shall be stored, constructed within, or removed from the Common Property other than by the Association or an individual or entity contracted by the Association for the purpose of maintaining or improving the Common Property, unless prior written approval of the Board is obtained. Use of the Common Property, including the

Recreational Area shared with the Emerald Forest community shall be in accordance with the rules and regulations of this Association and the Governing Documents, as well as in accordance with the rules and regulations posted at the recreational area by the Association. No individual is permitted into the pool area or tennis area of the Recreational Area without an entrance key, unless such individual is accompanied by someone with an entrance key. Entering or exiting by any other means (including "fence-jumping") is prohibited and such entrance or exit may be considered by the Association as a trespass. All individuals found on Common Property or within the Recreational Area must provide their name and address when questioned by the Association, its manager, or police. Any violation of rules, regulations, or Governing Documents on Common Property or within the Recreational Area may subject the violator to fines imposed by the Association or prosecution as a trespasser.

Section 9. Insurance Rates. Nothing shall be done or kept on the Common Property which shall increase the insurance rates of the Association without the prior express written consent of the Board.

Section 10. Drainage Areas and Drainage Easements.

(a) No structure of any kind shall be constructed or erected, or any vegetation planted, except for grass, nor shall an Owner in any way change, alter, impede, occupy, revise or otherwise interfere with the open course, flow and volume of water in any portion of any drainage areas without the prior express written permission of the Association.

(b) No Owner shall in any way deny or prevent ingress and egress by the Developer, the Association, or the Master Association to any drainage areas for maintenance, inspection or landscape purposes. The right of ingress and egress, and easements therefore are hereby specifically reserved and created in favor of the Developer, the Association, the Master Association or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(c) No Lot shall be increased in size by filling in any portion of any drainage areas or water bodies which it abuts, and in no event shall any portion of a Lot below the mean high water mark be filled or elevation thereof raised. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas that have been or may be created by easement without the prior written consent of the Association and any government or governmental agency having jurisdiction thereof.

(d) Any wall, fence, paving, planting or other improvement which is placed by an Owner within a drainage area or drainage easement shall be removed if required by the Association or the Master Association. If said improvement is not removed within ten (10) days after written notice is sent from the Association or Master Association, the Association or Master Association may remove or have said improvement removed by a third party, and the cost of such removal shall be due from such Owner as an Individual Assessment, and such Individual Assessment shall in all respects be collectable as any other Assessment provided for herein. As such, the Association shall expressly be authorized to lien and foreclose on the Owner's Lot if such

Individual Assessment is not timely paid.

(e) Structures, improvements, hedges, vegetation and fences on properties abutting Lake Crowell or any retention ponds within the Property may not be approved by the ARB if they interfere with the view of the water body or conservation area from the rear of any other Owner's residence or Improvement.

Section 11. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets. Household pets may be raised, bred or kept within the Property, 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 other Owner. No pet shall be allowed outside of the Owner's Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet immediately removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable rules and regulations of the Association and their owners shall be held accountable for the actions of their pet(s).

Commercial activities involving pets shall not be allowed. The Association may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Lot.

Section 12. Signs. No signs, freestanding or otherwise installed, shall be erected or displayed to the public view on any Lot, vehicle, easement, roadway or from within any residence without the prior express written permission of the ARB, with the exception of the following:

(a) A "For Sale" or "For Rent" sign of not greater than five (5) square feet in size, hung from a wooden cantilever post and being of the standard preprinted type commonly used by realtors, which may only be located in the front yard of the Lot, and which must be removed within forty-eight (48) hours after the closing of the sale of the Lot or execution of the lease agreement;

(b) Preprinted standard political signs of not greater than five (5) square feet supporting candidates for election, which must be removed within forty-eight (48) hours after the election is concluded.

Notwithstanding the foregoing, the Developer specifically reserves the right for itself, its successors, nominees and assigns and the Association to place and maintain signs in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property.

Section 13. Oil and Gas Tanks, Pool Equipment, Outdoor Equipment. All oil tanks, bottled gas tanks, and swimming pool equipment and housing, and air conditioners must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot or any Street. Adequate landscaping to ensure such items are not visible from

any adjoining Lot or street shall be installed and maintained by the Owner. No Lot shall be used or maintained as a dumping grounds for rubbish, trash or other waste. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the ARB.

Section 14. Solar Collectors/Solar Heaters. Solar collectors and or solar heating units shall not be permitted to be installed except on the roof of the dwelling after the prior express written permission of the ARB as to such solar collector or solar heater's orientation, which orientation shall be to the south or within 45 degrees east or west of due south, as determined by the ARB, provided such orientation and placement of the solar collector/ solar heater does not impair its effective operation .

Section 15. Maintenance of the Property. In order to maintain the standards of The Property, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property including on any Lot, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Lots, and easements, shall be maintained in a professional and manicured condition. Notwithstanding anything to the contrary, conservation areas and/or conservation easements must remain natural and free of invasive and overgrown vegetation and, by law, cannot be maintained in a manicured condition as the remainder of any Lot or easement area must be maintained. An Orange County Environmental Protection Division (EPD) vegetation clearing permit must be obtained before any clearing of vegetation begins on any Lot bordering any conservation area. All Improvements shall be maintained in their original condition as approved by the ARB. All lawns shall remain planted in varieties of Saint Augustine grass, and grass, landscaping and sprinkler systems shall be kept in a good, weed free, clean, neat and attractive condition. Trees and hedges shall be trimmed to avoid interfering with pedestrians and vehicular traffic and remain neat in appearance. Boundary hedges must be trimmed on all sides by the owner and not encroach over the adjacent property. Trees over six inches in diameter cannot be removed without ARB approval, and trees of any size planted in the street easements cannot be removed without ARB approval, and must be replaced so as to preserve the tree lined appearance of the street.

If an Owner has failed to maintain a Lot as aforesaid to the satisfaction of the Developer, the Association, the ARB, or the Master Association, the Developer, the Association and/or the Master Association shall give such Owner written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the Developer, the Association and/or the Master Association may without any prior notice directly remedy the problem, with the costs of said remedy to be due and owing from the Developer, the Association, or the Master Association as an Individual Assessment to the Owner, as provided below.). Upon the Owner's failure to make such improvements or corrections as may be necessary within fifteen (15) days of mailing of written notice, the Developer, the Association or the Master Association may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the Association or the Master Association. If the Owner fails to reimburse the Association or the Master Association (as the case may be) for any payment advanced, the Association or the Master Association shall levy an Individual Assessment against the Lot, and such Individual Assessment shall in all respects be collectable

as any other Assessment provided for herein. As such, the Association shall expressly be authorized to lien and foreclose on the Owner's Lot if such Individual Assessment is not timely paid. Such entry by the Developer ~~or~~, the Association ~~or~~, the Master Association or its agents shall not be a trespass.

All address numbers must be permanently fixed to the dwelling and not blocked by vegetation or any obstruction and remain visible from the street.

Section 16. Vehicles and Recreational Equipment. No truck rated at greater than 3/4 ton or commercial vehicle, immobile vehicle, mobile home, motor home, trailer, including but not limited to, house trailer, flat bed trailer, enclosed trailer, horse trailer, or camper, boat, boat trailer or other recreational vehicle or equipment or van, or the like, including disabled or non-utilized vehicles, shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or unless the Developer or Association has specifically designated certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking of trucks exceeding the 3/4 ton limitation and commercial vehicles used for pick-up, delivery and repair and/or maintenance of or to a Lot, but only while such vehicle is actually on the Property for pickup, delivery, repair, or maintenance nor to any vehicles of the Developer. No Personal vehicle can be stored on any portion of the Property unless they are stored within a garage. All Personal vehicles must be moved within 14 days or be deemed as a stored vehicle. No Personal vehicle can be kept under any temporary shelter or fabric cover for any duration on the property except in a garage. Personal vehicles shall be defined to mean the vehicles used by residents of the Diamond Cove subdivision for their personal as opposed to business use, provided such vehicles do not include any of the vehicles referenced above in this section. Consistent with Orange County ordinances, parking is prohibited on the sidewalks and on the street when a minimum of twelve (12) feet of the paved road is not available for use by other vehicles. Watercraft or boats with internal combustion engines including, but not limited to, wave runners, jet-skis or ski-dos, may not be transported across any Lot for the purpose of launching or storing said item on any retention pond or any water body including Lake Crowell.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association and/or the Master Association may be towed by the Association and/or the Master Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. Neither the Association nor the Master Association shall be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Section 17. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property or County roadways within the Diamond Cove subdivision except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property or County roadways must be completed within six (6) hours from its immobilization or

the vehicle must be removed. Notwithstanding anything to the contrary, maintenance and repairs to vehicles shall be permitted, provided such repairs are performed within an enclosed garage where the garage door is closed and further provided such maintenance and repairs are not for profit.

Section 18. Prohibited Structures. No structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, or out building shall be parked or erected on the Property at any time without the express written permission of the ARB.

Section 19. Underground Utility Lines. All electric, telephone, gas and other utility lines must be installed underground.

Section 20. Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the Board, whose decision shall be final. The noise from the operation of a watercraft shall be considered a nuisance.

Section 21. Leases. No Owner may lease or rent a residence or Improvement of any nature on any Lot unless such lease is for a minimum term of twelve (12) months. When a residence or Improvement on a Lot is occupied by a lessee, or any other person in the Owner's absence, the Owner shall immediately inform the Association in writing of the names of all such occupants, the dates of their occupancy, a telephone number at which the occupants can be reached, and the address and telephone number at which the Owner can be reached.

Section 22. Home Businesses. Owners and residents shall not use their Lots and/or property for any purpose other than a residence and use of the Property for any business purposes is expressly prohibited.

Section 23. Repetitive Group Events. Residences may not be used for the purpose of conducting group meetings or events on a regular basis. Regular basis shall be defined to mean more than two (2) times in any three (3) month period. Any group meeting or event must not cause traffic or safety problems due to cars parking on both sides of the streets nor cause a nuisance to the neighbors due to cars parking on their property or attendees walking across or through their property.

Section 24. Yard Sales. Yard and garage sales are conducted twice a year on a community event basis, and will be coordinated by the Association, on the first weekend in April and October each year. Yard and garage sales held at times other than these two dates are prohibited.

Section 25. Compliance with Documents. Each Owner (including each Resident) and his family members, guests, invitees; lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound to and must abide by this Amended and Restated Declaration. The conduct of the foregoing parties shall be

considered to be the conduct and responsibility of the Owner who was responsible for, or connected in any manner with, such individual's presence within the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the Association). Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Amended and Restated Declaration or any other Governing Documents of the Association shall not in any way act to limit or divest the right of the Association to enforce these provisions against the Owner or such other Person.

Section 26. Exculpation of the Developer, the Board, the Association and the Master Association. The Developer, the Board, the Association and the Master Association may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to the Owner or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

Section 27. No Implied Waiver. The failure of the Association or the Developer to object to an Owner's or other party's failure to comply with this Amended and Restated Declaration or any other Governing Documents (including any rules and regulations promulgated by the Association) shall in no event be deemed a waiver by the Developer or the Association or the Master Association, or any other Person having an interest therein, of that Owner's or other party's requirement and obligation to abide by this Amended and Restated Declaration.

Section 28. Imposition of Fines for Violations. It is acknowledged and agreed among all Owners that a violation of any of the provisions of this Amended and Restated Declaration, the other Governing Documents or the rules and regulations of the Association may impose irreparable harm to one or more Owners or Residents. All Owners agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day may be imposed by the Association for each day a violation continues given the following conditions:

- (a) Notice: The Board shall notify the Owner of the alleged infraction or infractions and provide such individual or entity at least fourteen (14) days notice of the intent to fine. Included in the notice shall be the date, place and time of a hearing before an enforcement committee, comprised of three (3) Members appointed by the Board to conduct hearings, to make decisions concerning alleged violations of this Amended and Restated Declaration, other Governing Documents, and/or the Rules and Regulations by Owners, and to levy fines as set forth herein, at which time the party sought to be fined may present evidence and reasons why the fine(s) should not be imposed.
- (b) Hearing: The alleged non-compliance shall be presented to the enforcement committee at a hearing at which time the party sought to be fined for the alleged violation shall have an opportunity to present defenses and reasons why the fine(s) should not be imposed. A written decision of the enforcement committee

shall be submitted to the party responsible for the alleged violation not later than twenty-one (21) days after the meeting of the enforcement committee. The party sought to be fined shall have a right to be represented by counsel and to cross-examine witnesses.

- (c) **Fines and/or Revocation of Certain Privileges:** The enforcement committee may impose a reasonable fine not to exceed \$100.00 per violation, or, in the case of a continuing violation, may impose a reasonable fine on the basis of each day of said continuing violation not to exceed \$1,000.00 in the aggregate, against any Owner, tenant, guest and/or invitee.
- (d) **Payment of Fines:** Fines shall be paid not later than fifteen (15) days after notice of the imposition or assessment of the penalties.
- (e) **Collection of Fines:** Fines shall be a charge and continuing lien against the subject lot and shall be treated as an Individual Assessment, including the right of foreclosure, all as subject to the provisions for the collection of assessments set forth in Article VI herein.
- (f) **Application of Proceeds:** All monies received from fines shall be allocated as directed by the Board of Directors.
- (g) **Non-exclusive Remedy:** These fines shall not be construed to be the exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled. Additionally, the Board shall have the right to suspend the rights of a Member, or a Member's tenants, guests, or invitees, to use the Association's Common Property or Recreational Area, for a reasonable time to be determined by the Board, and under the Notice and Hearing requirements of this Section.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1. Assignment of Rights and Duties to Association. The Developer may at any time assign and delegate to the Association all or any portion of the Developer's rights, title, or interest, created by this Amended and Restated Declaration. It is understood that the Association has been formed as a Homeowners Association as is defined under Chapters 617 and 720, Florida Statutes (2003) in order to effectuate the intent of the Developer for the proper development, operation and management of the Property. Wherever herein the Developer or the Association, or both, are given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by the Developer or the Association or the Master Association until such time as the Developer has recorded a Certificate of Termination of Interest in the Property. Thereafter, all rights, duties and obligations of the Developer shall be administered solely by the Association and/or the Master Association in accordance with procedures set forth herein, in the Governing Documents and in the Master Declaration.

Section 2. Waiver. The failure of the Developer or the Association to insist upon the

strict performance of any provision of this Amended and Restated Declaration shall not be deemed to be a waiver of such provision unless the Developer or the Association has executed a written waiver of the provision. Any such written waiver of any provision of this Amended and Restated Declaration by the Developer or the Association may be canceled or withdrawn at any time by the party giving the waiver.

Section 3. Covenants to Run with the Title to the Land. This Amended and Restated Declaration and the covenants herein, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

Section 4. Term of this Amended and Restated Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all Owners, their successors, heirs or assigns, regardless of how the Owners acquire title, for a period of fifty (50) years from the date of this Amended and Restated Declaration, unless within such time, one hundred percent (100%) of the Members of the Association execute a written instrument declaring a termination of this Amended and Restated Declaration and the Members establish a method of taking care of the Common Property, if any, and paying the expenses of the Association which is acceptable to the Master Association. After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the entire membership of the Association execute a written instrument declaring a termination of this Amended and Restated Declaration and such termination is approved by the Master Association. Any termination of this Amended and Restated Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of Orange County, Florida, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the Developer so long as the Developer owns any portion of the Property.

Section 5. Amendments of this Amended and Restated Declaration. The Association may amend this Amended and Restated Declaration by the recordation of an amendatory instrument in the Public Records of Orange County, Florida, executed by the Association only. This Amended and Restated Declaration may be amended at any time upon the approval of at least two-thirds (2/3) of the members of the Board as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the Association. Until the Developer no longer owns any portion of the Property, including any portion of the Property owned by the Developer as a result of any reconveyance of such portion of the Property, the Developer may amend this Amended and Restated Declaration by the recordation of an amendatory instrument in the Public Records of Orange County, Florida, executed by the Developer only. No amendment to this Amended and Restated Declaration shall be effective without the Master Association's express written joinder and consent.

Section 6. Disputes. In the event there is any dispute as to the interpretation of this Amended and Restated Declaration or whether the use of the Property or any portion thereof complies with this Amended and Restated Declaration, such dispute shall be referred to the

Board. A determination by the Board with respect to any dispute shall be final and binding on all parties concerned. However, any use by the Developer and its successors, nominees and assigns of the Property shall be deemed a use which complies with this Amended and Restated Declaration and shall not be subject to a determination to the contrary by the Board.

Section 7. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by eighty percent (80%) of all the votes entitled to be cast by all of the Owners. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Amended and Restated Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article VI hereof, (c) proceedings involving challenges to ad valorem taxation, (d) counterclaims brought by the Association in proceedings instituted against it, (e) in an emergency where waiting to obtaining the approval of the Owners creates a substantial risk of irreparable injury to the Association or to Owners or to the property thereof, or (f) defending a lawsuit instituted against the Association. This Section shall not be amended unless such amendment is made by the Board or is approved by the appropriate percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 8. Governing Law. The construction, validity and enforcement of this Amended and Restated Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Amended and Restated Declaration shall be in Orange County, Florida.

Section 9. Invalidation. The invalidation of any provision or provisions of this Amended and Restated Declaration by lawful court order shall not affect or modify any of the other provisions of this Amended and Restated Declaration, which other provisions shall remain in full force and effect.

Section 10. Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 11. Conflict. This Amended and Restated Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles of Incorporation shall take precedence over the Bylaws.

Section 12. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Amended and Restated Declaration shall be deemed to have been properly sent when mailed, postage prepaid, 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.

IN WITNESS WHEREOF, DIAMOND COVE HOMEOWNERS ASSOCIATION, INC., by and through the undersigned, has caused these presents to be executed in its name and hereby certifies that this Amended and Restated Declaration of Covenants, Conditions and Restrictions

for Diamond Cove was approved by a vote of 2/3 of the members of the Board, this 17th day of June, 2004.

Signed, sealed and delivered
in the presence of:

Kathleen M Bollo
(Sign)
Kathleen M Bollo
(Print)
Margo A Pfauzer
(Sign)
Margo A Pfauzer
(Print)

DIAMOND COVE HOMEOWNERS
ASSOCIATION, INC.

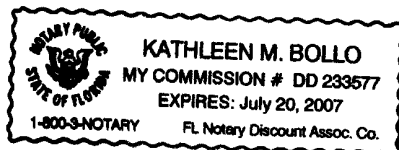
By: Robert Kelly
(Sign)
President, Diamond Cove Homeowners
Association, Inc.
Robert Kelly
(Print)

Kathleen M Bollo
(Sign)
Kathleen M Bollo
(Print)
Margo A Pfauzer
(Sign)
Margo A Pfauzer
(Print)

Attest: Cynthia Johnson Guarino
(Sign)
Secretary, Diamond Cove
Homeowners Association, Inc.
Cynthia Johnson Guarino
(Print)

STATE OF FLORIDA
COUNTY OF Orange

The foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Diamond Cove, was acknowledged before me this 17th day of June, 2004, by Robert Kelly, as President of DIAMOND COVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.



NOTARY PUBLIC
Kathleen M Bollo
(Print Name) Kathleen M Bollo
State of Florida, At Large
My Commission Expires: 7/20/07

PERSONALLY KNOWN X
PRODUCED IDENTIFICATION _____
TYPE OF IDENTIFICATION PRODUCED: _____

STATE OF FLORIDA
COUNTY OF Orange

The foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Diamond Cove, was acknowledged before me this 17th day of June, 2004, by Cynthia Johnson Guarino, as Secretary of DIAMOND COVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.



NOTARY PUBLIC
Kathleen M Bollo
(Print Name) Kathleen M Bollo
State of Florida, At Large
My Commission Expires: 7/20/07

PERSONALLY KNOWN X
PRODUCED IDENTIFICATION _____
TYPE OF IDENTIFICATION PRODUCED: _____

2007

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Neal McCulloh, Esquire
CLAYTON & MCCULLOH
1065 Maitland Center Commons Blvd
Maitland, Florida 32751

**JOINDER AND CONSENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR DIAMOND COVE**

As the Master Association identified in the Declaration Of Covenants, Conditions And Restrictions For Diamond Cove, recorded in Official Records Book 4720, Page 2913, *et. seq.*, of the Public Records of Orange County, Florida (hereinafter referred to as the "Declaration"), BuenaVista Woods Homeowners Association, Inc., a Florida not-for-profit corporation, whose address is P.O. Box 161606, Altamonte Springs, Florida 32716-1606, hereby joins in and consents to the attached Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Diamond Cove (hereinafter referred to as the "Amendment") and confirms its consent to the Amendment as provided under Article XI, Section 5 of the Declaration. By executing below, BuenaVista Woods Homeowners Association, Inc. acknowledges receipt of the Amendment, and consents to this Joinder and Consent to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Diamond Cove (hereinafter referred to as the "Joinder and Consent") being attached to and becoming a part of the Amendment to be recorded in the Public Records of Orange County, Florida such that this Joinder and Consent shall in all respects be and be deemed an integral counterpart of the Amendment.


IN WITNESS WHEREOF, BuenaVista Woods Homeowners Association, Inc., has caused this Joinder and Consent to be executed in its name as of the day and year indicated below.

Signed, sealed and delivered in our presence.

BUENAVISTA WOODS HOMEOWNERS
ASSOCIATION, INC., a Florida not-for-profit
corporation


Signature

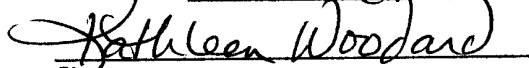
Print Name: D. Barnett


Signature

Print Name: KATHLEEN WOODARD


Signature

Print Name: D. Barnett

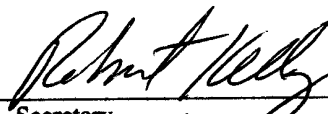

Signature

Print Name: KATHLEEN WOODARD

Sign: 
President

Print: ALEX DEA ZUERO

Date: 6/2/04

Attest: 
Secretary

Print: Robert Kelly

Date: 6/7/04

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was acknowledged before me on the 7 day of June, 2004, by Alex DeAlvero, President of BUENAVISTA WOODS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. He is personally known to me or has produced _____ as identification.



OFFICIAL SEAL

Lisa A. Graff

D.D.#048508

My Commission Expires August 8, 2005

STATE OF FLORIDA
COUNTY OF Florida

[Signature]
Notary Signature
Print Name: LISA A. GRAFF

My Commission Expires: Aug 8, 2005

The foregoing instrument was acknowledged before me on the 7 day of June, 2004, by Robert Kelly, Secretary of BUENAVISTA WOODS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. He is personally known to me or has produced FL DRIVER LICENSE as identification.



OFFICIAL SEAL

Lisa A. Graff

D.D.#048508

My Commission Expires August 8, 2005

[Signature]
Notary Signature
Print Name: LISA A. GRAFF
My Commission Expires: Aug 8, 2005