



RESTRICTIVE COVENANTS OF ORANGEWOOD ACCORDING TO
PLAT THEROF RECORDED IN PLAT BOOK V, PAGE 75, 76 OF THE
PUBLIC RECORDS OF MARION COUNTY, FLORIDA

1. Joint Use Area shall mean that certain area defined on plat as Tract "A", The Road, Tract "B", The Pond and surroundings and Tract "C" an easement to the waters edge of Lake Weir.
2. The Recreation Area described as C & B are for the use of the Owners of Lots in ORANGEWOOD, their families, invitees, and guest and is not for use of the general public.
3. ORANGEWOOD DRIVE also known as S.E. 156th Lane will be used and maintained as a private drive for the use of the Owners of Lots in ORANGEWOOD, family members, guest, invitees and not for the use of the public in general. This is designated as Area A. Maybe dedicated to the county with the consent of 2/3 of the Lot Owners.
4. Each Lot Owner shall be responsible for this proportional cost of maintenance of lake access easement, the private road, pond, dock, dock fees, prop tax for tract A, B & C, gate & entrance, street lights, power bill, etc.
5. The Covenants herein shall be automatically renewed in the year 2050 until the year of 2099 unless all of the Lot Owners by written declarations file with the county clerk's office to do otherwise.
6. A Homeowners Association will be established when a majority of the Lots are sold and the Owners shall promulgate rules and regulations for the use of the property including service water and storm water management in the accordance with the requirements of the St. Johns River Water Management District.
7. The Homeowners Association shall be responsible for maintenance, operation and repair of the surface water or storm water management system. Maintenance of the surface water or storm water management system (s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St. Johns River Management District. The Owners shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or storm water management system shall be as permitted, or if modified as approved, by the St. Johns River Water Management District.
8. The annual assessments and special assessments, if any, for Owners expenses, together with interest thereon and costs of collection, declared to be a charge on the

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY

DATE: 08/17/2006 11:46:04 AM

FILE #: 2006132635 OR BK 04536 PGS 1275-1287

RECORDING FEES 112.00

residential property and shall be a continuing lien upon the residential property or portion thereof against which each such assessment is made. Each assessment against a lot, together with such interest thereon of the highest rate allowed by law and costs of collection thereof, including reasonable attorney fees, shall be the personal obligation of the person, persons or entity owning the lot so assessed. Said lien shall be effective only from and after the time of recordation in the Public Records of the county of a written acknowledged statement by the Owners as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of the statement of the lien. A first mortgage or deed in lieu of foreclosure shall not be liable for the share of owners expenses or other assessments chargeable to the former owner which became due prior to acquisition of title pursuant to such foreclosure or deed in lieu of foreclosure. Such past due assessments shall be deemed cancelled unless secured by a claim in lieu prior to the recording of the foreclosed mortgage.

9. In the event any Owner shall fail to pay any annual assessment or installment thereof, or any special assessment, or installment thereof, charged to his/her Lot within fifteen (15) days after the same becomes due, then the Owner through the board, shall have the following remedies:

A. To accelerate the entire amount of any assessment or special assessment for the remainder of the calendar year notwithstanding the provisions for the payment thereof in installments.

B. To advance on the behalf of the Owner in default funds to accomplish the need of Owner/Association. The amount or amounts of monies so advanced, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such payments, together with interest at the highest rate allowed by law, may thereupon be collected by the Owner/Association. Such advance by the Owner/Association shall not waive the default of the Owner/Association in failing to make its payments.

C. The Owner/Association may file an action in equity to foreclosure its lien at any time after the effective date thereof. The Lien may be forced by an action in the name of the Owner/Association in like manner as a foreclosure of a mortgage on real property.

D. Without waiving its lien rights and its right of foreclosure, the Owner/Association may file an action at law to collect the assessment, interest at the highest rate allowed by law, court costs and reasonable attorneys' fees.

10. All the covenants, agreements and restrictions covering ORANGEWOOD, including the land use covenants and the affirmative covenants to pay Owner/Association expenses, shall run with the bind ORANGEWOOD, and shall inure to the benefit upon the Owner/Association and its members, all Owners of residential property or any part thereof, their respective legal representatives, heirs, successors, and assigns, for a term of seventy five (75) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless, after the seventy five (75) year term, an instrument signed by the persons or entities then owning two thirds (2/3) of all lots subject to assessment is recorded agreeing to terminate said covenants and restrictions. No such instrument shall be effective however, unless made and recorded one (1) year in advance of the effective date of such termination.

11. Dock- Boat slips will be assigned per the layout of the lots on 156 Lane. Lots 2-7 will be on the right side of the docks; Lots 8-13 will be on the left side of the docks, starting with lot 7 & 8 being closest to the shoreline. All slips will be comprised of a solar, freestanding boatlift unless otherwise approved by the Orangewood Homeowners Association.

**ARTICLE I
ARCHITECTURAL REVIEW AND
CONSTRUCTION REQUIREMENTS**

To ensure that the homes and accessory buildings within the neighborhood are harmonious, Declarant will create an Architectural Review Board to approve all construction. Although certain requirements are specified herein, the Architectural Review Board (ARB) will not be limited to the specific requirements but rather will have broad discretion.

3.1 Architectural Review Board.

Composition. The Architectural Review Board will consist of the Declarant or the Declarant's designated Board representative.

3.2 Architectural Review Procedure.

(a) **Construction Subject to Review.** The Architectural Review Board must approve all construction, improvements, remodeling, or modification on or to a Lot, except interior alterations not affecting the external appearance of the Lot or improvements on a Lot, in advance. This specifically includes, but is not limited to, painting or other alteration of a building (including doors, windows, and trim); replacement of roof or other parts of a building other than duplicates of the original material; installation of antennas, satellite dishes or receivers, solar panels, or other devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls, or other fences or gates; addition of window coverings; installation of a well; and initial landscaping and any material alteration of landscaping. This right is general and is not limited to the specific items listed in this paragraph or in Paragraph 3.4. Construction effected by or on behalf of Declarant will not be subject to approval by the Architectural Review Board.

(b) **Application.** Two sets of the plans to be submitted, in writing, for approval shall include (i) the construction plans and specifications showing the nature, kind, shape, height, materials, color selection and location of improvements; and (ii) a site plan showing the landscaping and location of all proposed improvements. No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with the submitted plans. The Architectural Review Board must also review any modification to the approved plans.

(c) **Basis for Decision.** (i) The Architectural Review Board, in making its decisions, may consider purely aesthetic matters that in sole opinion of the Architectural Review board will affect the desirability or suitability of the construction. The Architectural Review Board will not be limited to the specific restrictions and requirements of this Article in making its decisions.

(ii) The ARB shall review all information submitted to determine the harmony of exterior design, color and location in relation to surrounding structures and topography. The ARB may condition its approval of proposals and plans and specifications, as it deems

appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARB may also issue design criteria setting forth procedures for the submission of plans and specifications submitted for its review as it deems proper including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors.

(iii) All Dwellings and detached buildings constructed on Lots within ORANGE WOOD shall be constructed by a licensed Florida contractor holding a Class C or higher license or an Owner builder approved by Declarant. All building plans shall be submitted with the name and address of the proposed contractor selected by the Lot owner to perform construction. The ARB reserves the right, at its sole discretion, to reject a Lot Owner's selection of a contractor to perform such construction.

(d) Notification of Approval. The Architectural Review Board must notify an applicant, in writing, of its decision within 14 days after delivery of all required materials. If approval or disapproval is not given within 14 days after the delivery of all required materials, the application will be deemed approved unless the applicant agrees to an extension.

(e) Approval not to be Constructed as Wavier. The approval by the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a wavier of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

(f) Inspection by Architectural Review Board. Inspection of work and correction of defects therein shall proceed as follows:

Upon completion of any work for which approved plans are required under this Article, the owner shall give written notice of completion to the ARB.

(i) Within thirty (30) days thereafter, the ARB or its duly authorized representative may inspect such improvement. If the ARB finds that such work is not affected in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying the particulars of non-compliance. The Thirty (30) day period shall not commence to run until the ARB receives from the Owner, a notice of completion. The ARB may in its discretion inspect the improvements while the same are being made or constructed or upon completion, notify the Owner of non-compliance, even if the Owner has not given the ARB notice of completion.

(ii) If for any reason, the ARB fails to notify the Owner of any non-compliance within thirty (30) days after receipt of said written notice of completion from the Owner, the improvements shall be deemed to have been made in accordance with said approved plans.

(iii) The ARB will, upon the request of the Owner, issue a certificate signed by a member of the ARB, confirming the Owner's plans and specifications have been approved by

the ARB, and/or confirming that the construction of the Owner's improvements are in accordance with the plans and specifications approved by the ARB.

(g) Enforcement. If any construction or modification is undertaken that has not been approved, that deviates substantially from the approved plans, or is not diligently and continuously pursued once begun, pursuant to paragraph 3.7 hereof, Declarant or the party delegated or assigned Declarant's right to appoint the Architectural Review Board, may bring an action for specific performance, declaratory decree, damages or injunction, and will be entitled to recover all costs of such action including fees at trial or on appeal. Such amounts shall constitute a lien against the Owner's Lot. At such time as Declarant (and its assignee) owns no Lots within ORANGE WOOD, each Owner will have the right to enforce these provisions. The failure to strictly enforce these provisions as to a particular violation will not be deemed a waiver to enforce these provisions as to a future or continuing violations.

3.3 Liability. The Architectural Review Board and Declarant will not be liable to the applicant or to any other party for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ARB's duties there under, unless due to the willful misconduct of a member of the ARB, and only the member engaging in such willful misconduct, shall have the liability in that event. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or additions solely on the basis of aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finished and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the stand point of structural safety, warranty of design, or conformance with building or other codes, to ensure that the proposed plans comply to any applicable building codes, for inadequacy or deficiency in the plans resulting in defects in the improvements, or to ensure that construction was done in accordance with the plans.

3.4 Variances. The ARB may authorize variances from compliance with the architectural provisions of the Declaration when circumstance such as topography, natural obstructions, hardship. Aesthetic or environmental considerations require. Such variances must be evidenced in writing. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it effect in any way the Owner's use of the Lot including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental or municipal authority, not to obtain a similar variance from other architectural committees having jurisdiction.

3.5 Specific Restrictions. The following restrictions shall apply to the Lots; however, the Architectural Review Board will not be limited to these items when reviewing plans and will have broad discretion in the interpretation of these restrictions.

(a) **Residential Building.** No building may be erected, placed, or permitted to remain on any Lot other than one single-family dwelling, a garage, and if approved by the ARB, accessory buildings.

(b) **Building Restriction Lines.** All improvements shall be set back from all front Lot lines, Fifty (50) feet from all rear Lot lines and fifteen (15) feet from side Lot lines, seventy (70) feet from front line road. Variance for front lines may be issued based on individual conditions, but not to obscure lots to the east.

(c) **Minimum Floor Space.** Each single-story dwelling located on a Lot must contain at least 2400 square feet of floor area, and each multi-story dwelling located on a Lot must contain at least 2400 square feet of floor area. "Floor area" means only enclosed livable floor area and does not include garages, porches (open or with screened enclosures), terraces, patios, carports or other similar areas. Variances may be granted not to exceed seven percent (7%) of the minimum building size restriction solely within the discretion of the ARB.

(d) **Garages.** Unless otherwise specifically approved by the ARB, no garage may be constructed separate and apart from the dwelling. Each dwelling must have an enclosed garage to accommodate at least two (2) passenger automobiles and must be "side entrance" and not exit directly to front street. No carports will be permitted. Without the prior written approval of the ARB, no garage may be enclosed permanently or converted to another use without the substitution of another garage on the Lot meeting the requirements of this Declaration. The doors of all garages shall be kept in operating condition.

(e) **Driveways.** All Lots must have a paved driveway of stable and permanent construction of concrete, brick or stone pavers and be at least twelve (12) feet in width extending from the adjacent street to the dwelling. Asphalt driveways are not permitted. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion to form a smooth transition.

(f) **Exterior Color and Materials.** The color and materials of all exterior surfaces will be subject to approval of the ARB. The ARB may promulgate a list of approved colors and materials for this purpose. This restriction includes window tints and films. Dimensional shingles must cover roofs or other material approved by the ARB. The main roof span of each dwelling shall have a pitch of at least 6/12. Minor variances may be approved by the ARB. Fascia width shall be at least six (6) inches.

(g) **Swimming Pools, Tennis and Other Court Game Structures.** No swimming pools, tennis or other court game structures shall be constructed in front of the rear line of the house nor within any side setback area. All pools shall be "in ground" and constructed in conventional, permanent fashion.

(h) **Non-Interference With Easements.** No structure, planting, or other material may be placed or permitted to remain on a Lot if it may damage or interfere with any easement area located on a Lot and the Owner of the Lot whereon the easement area lies shall

maintain all improvements on an easement area. Any person or party benefiting from the easements or responsible for the maintenance of them may enforce this provision.

(i) Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone, and television must be run underground from the connecting point therefrom to the dwelling in such a manner as is acceptable to the respective utility authority or company and the ARB.

(j) Air Conditioning Units. No window or all air conditioning units will be permitted on any Lot. All air conditioner compressors shall be screened from view from the street, from adjacent Lots, and shall be insulated by a fence, wall or shrubbery so as to minimize the transmittal of noise.

(k) Mailboxes. All mailboxes, paper boxes, or other receptacles of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected or permitted in only the location approved, in writing, by the ARB and must be constructed according to a uniform size, design, and material approved by the ARB.

(l) Antennae, Aerials, and Satellite Dishes. No antennae or aerial may be placed on any Lot or affixed to the exterior of any building, and no antennae or aerial placed or affixed within a building may extend or protrude beyond the exterior of such building or in any way be visible from outside the building. No satellite dish will be allowed if visible from a street.

(m) Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot if viewable from other Lots or adjacent streets.

(n) Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of the usual size and nature for the purpose of advertising the property for sale or signs used by a builder, general contractor or financial institution for the purpose of advertising the property during construction and sale.

(o) Emergencies. Dwellings may be boarded up only when there is an imminent threat of a storm. In no event shall any Dwelling be boarded up for any period of time after the imminent threat of a storm has passed. No hurricane or storm shutters shall be installed or maintained unless first approved, in writing, by the ARB.

(p) Storage Areas. All exterior storage areas and service areas shall be screened from view from any street from adjacent Lots by enclosure by fence, wall or landscaping.

(q) Height of Dwellings. No Dwelling that is more than three (3) stories in height shall be erected, constructed or maintained on a Lot.

(r) Wheeled Vehicles. Bicycles, tricycles, scooters, baby carriages, skateboards or other similar vehicles or toys shall be stored only within the Dwelling, garage or approved accessory buildings.

(s) Solar Heating. All solar heating apparatus must conform to the standards set forth in the Florida Model Energy Efficiency Code. The location and size of all solar heating apparatus and equipment must also be approved by the ARB. No solar panels, vents, or any other roof-mounted, mechanical equipment shall project more than 1.5 feet above the surface of the roof of a Dwelling; further, all such equipment shall be painted consistent with the color scheme of the roof of the Dwelling and shall not be visible from the street.

(t) Exterior Lighting. All outdoor lighting shall be shaded and directed such that the light therefrom is directed to fall only on the same premises where light sources are located. The location, size, color and design of all lighting fixtures or similar equipment used outside of a Dwelling must be approved by the ARB.

(u) Additional Protective Covenants. Declarant may include in any contract for deed or any Lot, additional protective covenants and restrictions not inconsistent with those contained herein.

(v) Dwelling Quality. A house that has a side that faces a street shall have the same material on the exposed side as is used on the front. All exterior material that's is not brick, stucco, or siding must be approved by the ARB. Stucco, quoins, soldier courses and bands will be permitted so long as not made to simulate another exterior material. All fireplace stacks must have chimneys built around them. No stair-step flashing will be allowed on brick and all flashing must be saw cut into brick and run at an angle equal to roof pitch. All plumbing, gas and other protrusions must be placed on the rear or side roof areas.

(w) Fences, Walls and Screening. Only colored chain link, wood, masonry fence, or pvc fence shall be allowed. The "finished" side of any wood or masonry fence or wall improved or constructed shall face to the outside of the Lot, so as to be visible as viewed from the property surrounding the Lot upon which same is constructed. No fence or walls shall be constructed to exceed six (6) feet in height.

(x) Landscaping. No Bahia sod will be allowed with the exception of the last rear 30% of the property. Sod will be required in all front, side and back yards, outside of planting beds and/or natural areas. Natural areas and planting beds are encouraged. Shrubs shall be planted in the front and on each side of the house. Wood mulch shall be used around all shrubs and trees and plantings, unless the area up to the base of the shrub or tree is sodded. Vegetable gardens will be allowed in rear yards, but no larger than 20'x40' and must be located where is not visible from the street. No yard ornamentation of any kind shall be visible from the street without written approval of the ARB. Underground irrigation will be required in all front and side yards.

A landscape package of a least 1,500.00 shall be presented to the ARB for approval. All landscaping shall be completed prior to occupancy.

3.6 Temporary Structures. No structure or object of a temporary character such, as but not limited to, house trailer, van, shed, tent, shack, dog pens, barn, or temporary or accessory building or structures, shall be erected, kept or maintained on the Subject Property or any part thereof. This restriction excludes temporary structures used by Declarant for development construction or sale of property throughout the Subject Property or to owners, their contractors and employees during construction of a Dwelling on the owner's Lot.

3.7 Completion of Construction and Repairs. The improvement of a Lot and the construction, repair, or remodeling of any improvement must be diligently and continuously pursued once begun and, in any event, promptly completed. The ARB may, as a condition of approval, impose a deadline to complete construction.

3.8 Trees. No living trees with a diameter of six (6) inches or more, when measured at a height of (4) feet above natural grade, may be removed, cut down, or destroyed without the prior written approval of the ARB, except if the tree poses an immediate danger to life or property or located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such buildings, structures, swimming pool or game structure. This prohibition will not prohibit the usual and customary pruning or trimming of trees. If this provision is violated, an Owner may be required to replace the subject tree or otherwise mitigate the damage as directed by the ARB. An Owner must use reasonable care to preserve, in good health, all protected trees on the Owner's Lot. Minimum of 80% of Orange Trees must be removed from front and side yard. A minimum of 25% of Orange Trees shall be removed from rear yard starting from rear of house.

3.9 Conversion of Lots to Other Uses. Notwithstanding anything herein to the contrary, Declarant reserves the right to (i) use any Lot owned by it for the purpose of ingress and egress to any adjoining property, and (ii) cause any Lot to be platted as a right of way. Declarant also reserves the right to impose additional easements on any Lot owned by Declarant.

3.10 Tract "C" – Lake access area and dock. This area is for use of Orangewood residents. At this is a shared area, courtesy is be used with regards to noble guest clean up, etc. Residents re limited to guest of 8 people or less. Any gathering/parties of 9 or more must be approved by 2/3 vote of the homeowner's association.

**ARTICLE IV
USE OF PROPERTY: INDIVIDUAL LOTS**

The following restrictions are imposed on the use of the Lots to promote a harmonious neighborhood and limit uses that may be a nuisance to other Owners.

4.1 Residential Use. No business or commercial building may be erected on any Lot and no business or commercial activity may be conducted on any Lot except for sales and marketing program of the Lots by Declarant or parties approved by Declarant.

4.2 Noxious Vegetation. No Owner may permit the growth of noxious weeds or vegetation on the Owner's Lot or on the land lying between the street pavement and the front lot line of the Owner's Lot. All unimproved areas of a Lot must be maintained in an attractively landscaped and sightly manner.

4.3 Litter, Trash, Garbage. No garbage, trash, refuse, or rubbish may be deposited, dumped, or kept on any Lot except in closed sanitary containers. Trash containers must be kept inside a garage or otherwise hidden from public view. Trash containers may be placed at the front of the lot on the day designated for pickup, but only if promptly returned to the proper storage area as soon as possible.

4.4 Nuisances. No use or practice, which is either, an annoyance to Owners or an interference with the peaceful possession and proper use of the Subject Property by the Owners, shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity in or about the Subject Property. No Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise or disturbance to be made on his/her Lot.

In order to implement an attractive, overall appearance, the ARB reserves the right to enter any Lot on which a residence has not been constructed; such entry may be for the purpose of removal of any trash which may have collected on such Lot or to remove weeds or other vegetation without such entrance and removal being deemed a trespass. The provision of the paragraph shall not be constructed as an obligation on the part of the ARB to maintain any Lot. In the event that the ARB provides any Lot cleanup or maintenance for the purpose of implementing the Owner agrees to pay the cost thereof.

4.5 Recreation and Commercial Vehicles. No boats, trailers, recreational vehicles, trucks, commercial vehicles, motor homes or other habitable motor vehicles, except for four-wheel passenger vehicles may be placed, parked or stored upon any portion of a Lot except

within a building or location which is totally removed from public view, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot except where the view is totally removed from public view. Notwithstanding the foregoing, service and delivery vehicles may park in the driveway of a Lot or on the Streets during regular business hours, as needed for providing services or deliveries to the Lot. In the event of a dispute concerning the type of vehicle, the manufacturer's classification of the vehicle shall control.

4.6 Parking of Vehicles. No vehicle of any kind should be placed, parked, or stored on the lawn of any Lot. No inoperative cars, trucks, trailers, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the subdivision.

4.7 Pets. No poultry, birds, livestock, or other unusual animals may be kept or maintained on any Lot except conventional household pets (dogs, cats, birds, or fish) and then only in such number as not to constitute a hazard, nuisance or annoyance to the owners of adjoining Lots. All animals permitted to be maintained on any Lot shall be kept and contained on the Owner's property in a fenced yard or on a leash when outside. No kennel, run, aviary or similar open structure for the housing of animals shall be permitted.

4.8 Leases. All leases of a Dwelling Unit shall be restricted to residential use. All leases shall be in writing and shall provide that the Declarant shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. Each lease shall contain the following provision:

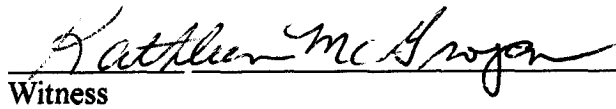
The lessee hereby acknowledges that this lease is subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Orange Wood, that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor damages, including reasonable attorneys fees.

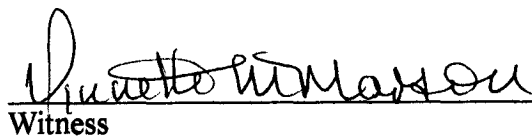
(In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference.) In the event a lessee or lessee's invitee, guest or licensee of a Dwelling Unit occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby and subject thereto. The Declarant, and the Association shall have right to collect attorney fees against occupant or tenant and the Owner of the Dwelling Unit in the event that legal proceedings must be instituted against such occupant or tenant for his/her eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this section.

4.9 Each landowner shall lease a 20' access at rear of property for an alley to be used by only construction/delivery personnel and Orangewood residents.

IN WITNESS WHEREOF, this ORANGEWOOD, declaration has been signed and sealed this day of 2006 by Wendell Landry.


Wendell Landry


Witness


Witness

This Marion County, FL state of FL.
The foregoing instrument was acknowledged before me
the 8-17-06 by Wendell Landry who is
personally known to me or who has produced
FL DL. as identification and who did not
not take an oath.
