



CAMBRIDGE VILLAGE
Declaration of Covenants, Conditions and Restrictions

This Declaration of Covenants, Conditions and Restrictions, is made and entered into this 14th day of February, 2001, by **CAMBRIDGE VILLAGE, LTD.**, a Florida limited partnership, hereinafter referred to as "*Developer*" or "*Declarant*."

WITNESSETH:

Whereas, Developer is the owner of certain real property known as **CAMBRIDGE VILLAGE**, according to the plat thereof as recorded in Plat Book 50, Page 66, Public Records of Orange County, Florida; and

Whereas, the above described real property excluding Tract E shall hereinafter be referred to as the "*Property*;" and

Whereas, it is contemplated that real property excluding Tract E hereinafter classified as the Property is to be developed into single residential dwellings; and

Whereas, Developer desires to provide for the preservation of the values in said community and to this end, desires to subject the property excluding Tract E to the covenants, restrictions and easements, hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof.

Now, therefore, the Developer declares that the property excluding Tract E and any additions to the Property, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "*Covenants and Restrictions*") hereinafter set forth.

Article I
Definitions

SECTION 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:



- a. "Property" shall mean and refer to the Plat of CAMBRIDGE VILLAGE as recorded in Plat Book 56 Page 66, Public Records of Orange County, Florida, excluding Tract E.
- b. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property intended to be used as the site for one single family dwelling unit.
- c. "Living Unit" shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single family.
- d. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is situated upon the Property but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to the Mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term "Owner" shall not mean or refer to Declarant or any Builder.
- e. "Declarant" or "Developer" shall mean **CAMBRIDGE VILLAGE, LTD., a Florida limited partnership.**
- f. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a neat appearance and a healthy environment for optimum plant growth.
- g. "Mortgage" shall mean a mortgage or deed of trust.
- h. "Mortgagee" shall mean a holder of a mortgage, or a beneficiary under or holder of a deed of trust.
- i. "Association" shall mean Cambridge Village Homeowners Association, Inc., a Florida not for profit corporation.
- j. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.



Article II
Property Subject to This Declaration:
Additions Thereto

SECTION 1. *Property.* The real property excluding Tract E which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Orange County, Florida, and is more particularly described as follows, to wit:

CAMBRIDGE VILLAGE, according to the plat thereof,
as recorded in Plat Book 50, Page 66, Public
Records of Orange County, Florida.

At Declarant's option, additional property maybe added and subjected to the provisions hereof by filing a Supplemental Declaration.

Article III
Membership, Voting Rights, in The
Cambridge Village Homeowners Association, Inc.

SECTION 1. *Membership in the Cambridge Village Homeowners Association, Inc.* Each owner of a Lot shall be a member of The Cambridge Village Homeowners Association, Inc., hereafter "Association" and shall have the voting rights provided by the Articles of Incorporation and Bylaws of said Association, as amended from time to time. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot. The Association shall levy assessments in an amount from time to time set by the Board of Directors of the Association, which assessments shall be payable in advance on the first day of each month. The assessments shall be secured by lien rights against the Lot as described below. Notwithstanding anything in this Declaration to the contrary, Declarant shall not be subject to assessment by the Association unless it has allowed a Lot which it owns with a Living Unit thereon to be occupied for residential purposes. Declarant shall have the voting rights described in Section 3 of this Article as to all Lots owned by Declarant.

SECTION 2. *Creation of the Lien and Personal Obligation of Assessments.* Each Owner of any Lot who is also a Member of the Association by acceptance of a deed therefore, 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) monthly assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The monthly and special assessments, together with legal interest from the due date thereof and costs and attorney's fees for collection, shall be a charge on the Lot and shall be a continuing lien upon the Lot. Each such assessment, together with legal interest thereon and costs and attorney's fees for collection thereof, 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 3. Voting. The Association shall have two classes of membership.

a. Class A: Initially, the Class A members of the Association shall be the Owners of Lots as defined in Section 1, Article I above, located in the Community, with the exception of Declarant. If the same Owner owns more than one Lot, such Owner shall be a Class A member and shall have membership privileges and pay assessments with respect to each Lot so owned. Class A membership shall be a nonvoting membership except on such matters and in such events as hereinafter specified. Class A members shall be entitled to full voting privileges at such time as the Class B membership, as hereinafter defined, shall terminate and cease to exist. Before the termination of such Class B membership, Class A members shall be entitled to vote only on (i) any proposal to change the method of determining the amount of the monthly assessment to be levied by the Association, (ii) an proposal to change the method of approving the monthly assessment, (iii) the annual budget and the regular monthly assessments therefore as provided in Section 3 of Article IV hereof, (iv) except as otherwise specifically provided in Section 7 of Article IV hereof, any proposal that a special assessment be levied by Association, (v) any proposal to subject additional properties, other than by Declarant (or its mortgagee or assignee as herein provided), to the provisions of this Declaration and the jurisdiction of the Association, (vi) any proposal to dedicate or transfer all or any part of the real property of the Association to any public agency or authority (vii) any proposal or merger, consolidation or dissolution, (viii) except as otherwise specifically provided in the Articles of Incorporation, any proposal to amend the Articles of Incorporation of the Association; and (ix) any proposal to subject any real property owned by the Association to any mortgage. When entitled to vote, Class A members shall be entitled to one vote for each Lot owned. When more than one person owns a Lot, the vote for such Lot shall be exercised as they among themselves determine, but in the event of disagreement among such persons and an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized and such vote or votes shall not be counted.

b. Class B: The sole Class B member of the Association shall be the Declarant. Class B membership shall be a full voting membership, and, during its existence, any act of the Association requiring the approval or affirmative vote of the membership shall not be valid unless approved by the Class B member. Class B membership shall terminate and cease to exist at the sale by Declarant of all Lots in the subdivision.

SECTION 4. Meetings. Except as may be herein otherwise provided, all matters concerning meetings of members of the Association, including the time within which and the manner in which notice of any meetings shall be given to said members, and the quorum required for the transaction of business at any of such meetings shall be as specified in the Articles of Incorporation or Bylaws of the Association, as amended from time to time, and by law.

SECTION 5. Casting of Votes. Subject to the provisions of this Declaration and the



Articles of Incorporation, the votes of the members shall be cast under rules and procedures as may be prescribed in the Bylaws of the Association, as amended from time to time, or by law.

SECTION 6. *Amplification.* The provisions of this Article are to be amplified by the Articles of Incorporation and Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners of Lots as set forth herein. In the event of any conflict or inconsistencies between this Declaration, the Articles of Incorporation or the Bylaws of the Association, this Declaration and the Articles of Incorporation (in that order) shall prevail.

Article IV Covenant for Maintenance Assessments

SECTION 1. *Creation of the Lien and Personal Obligation of Assessments.* Each Owner as defined above in Section 1, Article I, of any Lot who is also a Member 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) monthly assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The monthly 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 property against which each such assessment is made. Each such assessment, together with 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 property 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 in the Subdivision and in particular, for the improvement and maintenance of properties, services, and facilities which have been constructed, installed, or furnished, or may subsequently be constructed, installed, or furnished, which are devoted to the purpose and related to the use and enjoyment of the Living Units situated within the Subdivision, including, but not limited to:

- (a) Payment of operating expenses of the Association;
- (b) Lighting, improvement and beautification of areas designated as being maintained and improved by the Association, notwithstanding the fact that title to such areas may be in the Owners of Lots or the City of Ocoee, it being specifically agreed that the Cambridge Village Homeowners Association, Inc., will pay a prorata share (based upon the number of lots) of the common entrance way, brick perimeter wall and the landscaping between the sidewalk and the brick wall with the adjoining subdivision, Villages of West Oak, Homeowners Association, Inc.
- c. The acquisition, maintenance, repair and replacement of directional



markers and signs and traffic control devices, and costs of controlling and regulating traffic within the Subdivision;

- d. Maintenance, improvement, repair and operation of the Surface Water or Stormwater Management System, including, but not limited to, work within retention areas, drainage structures and drainage easements.
- e. Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association.
- f. Repayment of funds and interest thereon, which have been, or may be borrowed by the Association for any of the aforesaid purposes.

SECTION 3. Monthly Assessment. The initial monthly assessment shall be FIFTY AND 00/100 DOLLARS \$50.00 per month. This monthly assessment shall be prorated in the month of initial purchase by the Owner. Said assessment shall be paid directly to the Association, to be held in accordance with the above provisions. The Association may adjust the monthly assessment from time to time as it becomes familiar with the costs of operating the Association. At such time as fifty percent (50%) of the Living Units are occupied, the Association shall fix the amount necessary for maintenance assessments and thereafter the monthly assessment may not be adjusted so as to exceed one hundred ten percent (110%) of the monthly assessment for the previous year except as hereinafter provided in Section 6 of this Article.

SECTION 4. Notice of Adjustment of Monthly Assessment. If the Association claims to be entitled to an adjustment in the monthly assessment in accordance with the above provisions, it shall send a notice to the Owners setting forth the new monthly assessment claimed to be payable. Such notice shall be sent at least sixty (60) days prior to the date the monthly assessment is payable.

SECTION 5. Maximum Assessment. The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, fix the monthly assessment for any year at a lesser amount than the previous year. Also, the maximum monthly assessment may be increased by a vote of the Members, as hereinafter provided.

SECTION 6. Change in Maximum of Monthly Assessments. In addition to the procedure provided in Sections 3 and 4 hereof, the Association may change the maximum assessments for any such period, provided that any such change shall have the approval of two-thirds (2/3) of the votes of Class A and B Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof. The votes shall be counted in accordance with Article III, Section 3 hereof.



SECTION 7. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized by Section 3 hereof, the Association 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 including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A and B Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 8. Quorum for any Action Authorized Under Sections 6 and 7. The quorum required for any action authorized by Sections 6 and 7 of this Article shall be as follows:

At this first meeting called, as provided in Section 6 and 7 of this Article, the presence at the meeting of Members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirements set forth in Sections 6 and 7 of this Article, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 9. Certificate of Payment. The Association shall upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 10. Effect of Non-Payment of Assessment. If the assessments are not paid on the date when due, then said assessments shall become delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by such successors, or unless the Association causes a lien to be recorded in the Public Records giving notice to all persons that the Association is asserting a lien upon the Lot, which lien was recorded before any said successor became the Owner of said Lot.

SECTION 11. Collection of Delinquent Assessment. If the assessment is not paid within thirty (30) days after the due date, it shall become delinquent and the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Living Unit, and there shall be added to the amount of such assessment interest, together with costs of the action, including legal fees whether or not judicial proceedings are involved, also including legal fees and costs incurred on any appeal of a lower court decision.



SECTION 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first Mortgage or to any purchase money mortgage in favor of Declarant now or hereafter placed upon the Lot subject to assessment unless the Association has caused said lien to be recorded in the Public Records of Orange County, Florida. This subordination shall not relieve such Lot or the Owner thereof from liability for any assessments now or hereafter due and payable.

SECTION 13. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any street, road, easement, or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption; and (c) any property owned by Declarant; and (d) any Common Property owned by the Association. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens, except as stated in Section 14 of this Article.

SECTION 14. Effect of Foreclosure. Any person, firm, corporation or other entity who becomes an Owner of a Lot through foreclosure of a purchase money mortgage originated by Declarant or a first mortgage held by it, shall take the Lot free of any lien imposed by this declaration for maintenance assessments which became due before said Owner acquired title to the property. Nothing herein shall be construed to relieve the prior Owner of personal liability for such assessments nor prevent liability of the new Owner acquiring title by foreclosure or deed in lieu of foreclosure from being liable for assessments falling due subsequent to the time it acquired title.

Article V

Architectural Control and Requirements of Construction

SECTION 1. Review by Board. No landscaping, grading, removal of trees, clearing, building, fence, pool, mailbox, driveway, patio, porch, screen, paved area, wall or other structure or improvement shall be commenced, erected or maintained upon the Property nor shall any exterior addition to or change, including painting, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, square footage, locating and landscaping 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 an architectural review board composed of three (3) members. To the extent required by the Architectural Review Board ("ARB"), all structures shall reasonably blend with the natural surroundings.

In the event the ARB fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Two (2) copies of all plans and related data shall be furnished to the Association.



The members of the ARB shall be appointed by the Developer, so long as the Developer owns any Lot. At such time as the Developer no longer owns any Lot, or such earlier date as the Developer gives written notice to the Association that it elects to relinquish its rights to appoint the members of the ARB, then the Owners may elect the members of the ARB by a majority of the Owners present at a meeting called by any Owner for the purpose of electing such members of the ARB. A quorum of ten percent (10%) of the Owners will be necessary to carry on business at such a meeting. Notice of the time, place and purpose of the meeting must be provided in writing and delivered to the Owners by hand delivery or U.S. Mail no less than fifteen (15) days and no more than thirty (30) days prior to said meeting.

SECTION 2. Set Back Lines. Since the establishment of standard inflexible building set back lines of location of houses on Lots tends to force construction of houses both directly and behind and directly to the side of other homes with detrimental effects on privacy, preservation of important trees, et cetera, no specific set back lines are established by these covenants except that set back lines shall be no less than the minimum requirements established from time to time by the applicable governmental agency. In order to assure, however, that location of houses will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each house, the structures will be located with regard to the topography of each individual Lot, taking into consideration the location of large trees and similar considerations. The Developer shall have the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon the Property for so long as Developer owns any Lot, after which time the ARB shall have such absolute and sole discretion.

SECTION 3. Duties and Powers. The Architectural Review Board shall have the following duties and powers:

- a. To approve all buildings, fences, walls, pools, mailboxes, walks, patios, porches, screening, tree removal and lot clearing or other structures or improvements of any kind which shall be commenced, erected or maintained upon the Subdivision and to approve any exterior additions thereto or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, heights, materials, color, location, external design and location in relation to surrounding structures and topography;
- b. To approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding if, in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, or contemplated improvement is not consistent with the planned development of the Property.
- c. To require to be submitted to it for approval, any samples of exterior building materials proposed or any other data or information necessary to reach its decision;



- d. To require each builder or Owner to submit a set of plans and specifications to the ARB prior to obtaining a building permit, which set of plans and specifications shall become the property of the ARB. The work contemplated must be performed substantially in accordance with the plans and specifications as approved. All approvals of plans or specifications must be evidenced in writing; and
- e. To charge a reasonable fee for review of plans and specifications.

SECTION 4. Review Independent of Governmental Review and Permitting. The ARB review process is independent of, and does not replace, normal governmental building plan review and building permit process. Approval of plans by the ARB shall not be deemed to be an approval of a building's structural integrity, safety, or compliance with applicable building codes, including the City of Ocoee's Land Development Code. It is recognized that these Covenants may or may not coincide with the Land Development Code of the City of Ocoee.

SECTION 5. Enforcement of Article V. The ARB shall have the right, but not the obligation, to enforce the provisions hereof relating to this Article V, as amended from time to time by the ARB. The ARB shall also have the right, but not the obligation, to waive any restrictions declared herein which the ARB may determine in a certain situation to be of a minor or insubstantial nature. Should any Owner or Builder fail to comply with the requirements hereof after thirty (30) days written notice, the ARB or Developer shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof and charge the reasonable cost thereof to the Owner. Should the ARB or Developer be required to enforce the provisions hereby by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Owner. The ARB shall have the right and power to transfer and assign the right to enforce said restrictions to another person or legal entity, even though such person or legal entity may own no interest in the land to be benefitted by such restrictions. The ARB or Developer or its agents or employees, shall not be liable to any Builder or Owner for any damages or injury to the property or person of the Owner unless caused by negligent action of the ARB or Developer. In no event shall the Developer be liable for any act or omission of the ARB.

Article VI
General Restrictions

SECTION 1. Lot Use.

a. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not exceeding two and one-half (2½) stories in height and a private attached or detached garage for not more than three (3) cars. The minimum acceptable garage shall be a double car garage. No garage shall be converted to or used for living quarters. No person shall park any vehicle in any driveway or street, except a private passenger automobile or private passenger van.



No person shall park any pickup trucks, boats, trailers, commercial vans or other commercial or non-commercial vehicles in any driveway or street or on any part of a Lot overnight unless parked inside of a closed garage.

b. An attached addition to the dwelling may be erected once approved by the ARB but only on condition that it shall not project beyond the front wall of the dwelling or structure as originally erected, and upon further condition that it and any breeze way or other structure connecting it with the dwelling shall conform in architecture, material and color to the dwelling.

c. Private swimming pools may be constructed or erected on any Lot provided that no portion of any such pool or its appurtenances, including its fence, shall be closer to the rear or side Lot lines than the minimum distances respectively permitted by local ordinance, and provided further that such pools may be situated in the rear yard only.

d. No fence shall be constructed or maintained on any Lot except a hedge, wood or masonry fence. No fence of any kind shall be constructed or maintained in front of the rear line of the dwelling on any Lot (as such rear line is extended to each side Lot line) except with the written approval of the ARB. No permitted fence shall exceed in height the limitation established by local ordinances.

e. No dwelling or any part thereof shall be used for any purpose except as a private dwelling for one family, nor shall any business of any kind be conducted therein. No business or trade of any kind, including transient rentals, or noxious or offensive activity shall be carried on upon any Lot within or without the dwelling, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trailer, tent, shack or other such structure shall be located, erected or used on any Lot, temporarily or permanently, except that building contractors, Builders, and the Developer may erect and maintain temporary structures, including trailers, during the period of residential building in the subdivision and as incident thereto. Notwithstanding anything in this Declaration to the contrary, the Developer may use one or more Living Units and/or Lots as a sales and/or model center.

f. All Lots shall be maintained and landscaped to a standard suitable for this type development. Each Lot must be sodded in its entirety exclusive of the building site and landscaped areas. It shall be the responsibility of the property owners to maintain the green area along their lot from back of curb to property line. If the Owner of any individual Lot fails to properly maintain or landscape his Lot, then Declarant or the Association may, after ten (10) days' written notice, at its option, maintain and landscape the Lot and the Owner shall reimburse Declarant or the Association, as the case may be, for any costs and expenses incurred by Declarant.

g. Notwithstanding anything in this Section 1. of Article VI, all improvements must first be approved by the ARB. Nothing in this Section 1. of this Article VI shall be construed as waiving or satisfying the ARB approval requirement.

SECTION 2. Minimum Square Feet. All improvements erected in any Lot in the development shall be a quality of workmanship and materials suitable for a development of this



type. No dwelling shall be erected on any Lot having less than one thousand five hundred (1500) square feet of heated and air conditioned living space, exclusive of open porches, garages and appurtenant structures.

SECTION 3. Drilling. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

SECTION 4. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that not more than two (2) dogs, cats or other domesticated household type pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

SECTION 5. Garbage. Garbage or rubbish shall not be dumped or allowed to remain on any Lot. Garbage, rubbish or other debris, properly contained in a metal or plastic receptacle, shall be placed outside the dwelling for collection no earlier than the evening prior to the day of scheduled collection, in accordance with the regulations of the collecting agency. At all other times, such receptacles shall be placed on the Lot so as not to be visible from the road.

SECTION 6. Easements.

a. Perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer, water and drainage facilities, for the benefit of the adjoining land owners and/or Declarant, authority, commission, municipality or other agency, supplying sewer, water and/or drainage facilities, are reserved as shown on the aforesaid subdivision plat; also, easements in general in and over each Lot for the installation of electrical, gas, cable television and telephone facilities are reserved. No building or structure shall be erected nor any paving laid nor any filling or excavation done within the easement areas occupies by or reserved for such facilities. The easements described herein shall be shown on the recorded plat as described above.

b. Declarant and its successors and assigns shall at all times have the right of ingress and egress over the aforesaid easements, and the right-of-way for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting any such sewer, water, drainage, electric, gas, cable television and telephone facilities within such easements and right-of-way areas, along the lines designated for such purposes on the aforesaid plat and shall also have an easement and right-of-way in general in and over each Lot for access to such easement areas and the facilities located therein, and for installing, operating, maintaining, repairing, inspecting and reading any meters appurtenant to such facilities, together with an easement for access to repair or maintain the landscaped mounds abutting any dedicated road.

c. The Association shall have a perpetual non-exclusive easement over all



areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or Stormwater Management System(s), at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System(s). No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

SECTION 7. Sewage and Water. Prior to the occupancy of a residence on any Lot, proper and suitable provision shall be made for the disposal of sewage and for the service of water by the use of the sewer system and connection with the water mains. No individual water supply system or individual drainage disposal system shall be permitted on any Lot without the approval of the ARB. The above does not restrict the right of an Owner to install, operate and maintain a water well on the premises for use only for swimming pools and irrigation. The ARB, its successors and assigns and licensees, may enforce the above provisions by injunction or other appropriate remedy and should such action be necessary, a reasonable attorney's fee for legal services shall be allowed against anyone violating or attempting to violate the terms hereof.

SECTION 8. Trees. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Developer.

SECTION 9. Billboards. No billboards, sign boards or advertising devices shall be maintained on any Lot except that this clause shall not limit the right of the home builder or home builders from using billboards, sign boards or advertising devices in conjunction with the sale of residences being constructed by them. Further, nothing herein contained shall limit the right of individual homeowners from placing on their own Lot one "For Sale" sign not larger than four (4) square feet.

SECTION 10. Outside Installations. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio received upon any other Lot. No outside antenna or satellite dish for radio or television shall be constructed, erected or maintained at any time on any Lot. Provided, however, a television satellite dish not exceeding twenty-four inches (24") across may be permitted by ARB in an approved location on the Living Unit.

SECTION 11. No Offensive Activity. No noxious or offensive activity shall occur on any Lot. Nothing contained herein shall prohibit or impair the business of Declarant and Builders in developing all of the Lots as single family residences.

SECTION 12. Insurance. No Owner shall do or keep on a Lot anything which would increase the rate of insurance relating thereto without the prior written consent of the ARB, and no Owner shall permit anything to be done or kept on his Lot which would result in the cancellation of insurance on any residence or which would be in violation of any law.



SECTION 13. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping grounds for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except when required to be placed at the curb for pickup, all containers shall be kept within an enclosure, which enclosure shall be located out of sight from the front or side streets. There shall be no burning of trash or any other waste material.

SECTION 14. Clotheslines. No clotheslines shall be placed on any Lot at any time.

SECTION 15. Window Air-Conditioning Units. No window air conditioning units shall be permitted.

Article VII

General Provisions

SECTION 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Developer, or the Owner of any Lot subject to this Declaration, their representatives, legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

SECTION 2. Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when hand delivered or mailed, postpaid, to the last known address of the Owner of a Lot.

SECTION 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity, brought by the Developer, the Association, or any Owner, against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Developer, the Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The St. Johns River Water Management District and the City of Ocoee shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

SECTION 4. Easement Reserved Unto Developer Over Lots. The Developer hereby reserves unto itself an easement over, upon, under and across all Lots as shown on any recorded subdivision plat of the Property and such easement shall include, but shall not be limited to the right to use the said green belt area to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, cable television, telephone equipment, gas, sewer, water or other public conveniences or utilities and the right to cut any trees, bushes or shrubbery, make any gradings of soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance and the right to locate



wells, pumping stations and tanks; provided, however, that said reservation and rights shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

SECTION 5. Severability. Invalidation of any one of these covenants and restrictions by Judgment or Court Order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 6. Subdivision of Lots. No Lot shall be subdivided, or boundaries changed except with the written consent of the Developer, so long as the Developer owns any Lot.

SECTION 7. Amendments. This Declaration of Covenants and Restrictions may be amended by a vote of two-thirds (2/3) of the Owners of the Lots. However, for so long as the Developer owns any Lot, any amendment must also be approved in writing by the Developer, which amendment the Developer may approve or reject in its sole and absolute discretion. Any amendment to the Covenants, Conditions and Restrictions which alter any provision relating to the Surface Water or Stormwater Management System(s), beyond maintenance in its original conditions, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District and the City of Ocoee. Any such amendment shall thereafter be recorded in the Public Records of Orange County, Florida, together with the Developer's written approval, if applicable, and shall thereupon become a part of this Declaration of Covenants and Restrictions as though the same were first set out herein.

SECTION 8. Maintenance of Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be permitted or, if modified, as approved by the St. Johns River Water Management District. The City of Ocoee shall have the right, but not the obligation, to maintain the Surface Water or Stormwater Management System if the Association shall fail to do so, and shall be entitled to reimbursement by the Association for the same.

SECTION 9. Dissolution of the Association. In the event of dissolution of the Association, the Surface Water or Stormwater Management System shall be transferred to an entity acceptable to the St. Johns River Water Management District for operation and maintenance.

SECTION 10. Maintenance of Subdivision Signs. The Association shall assume a prorata share of the financial responsibility for the maintenance of the entry way, including any signs identifying the Property, and the landscape easement along White Road and Clarke Road. These expenses will be shared with the Villages of West Oak Homeowners Association, Inc., based upon the number of lots in each Subdivision.



In Witness Whereof, the undersigned, being the developer herein, has hereunto set its hand and seal the 14th day of FEBRUARY, 2002

Signed, sealed and delivered in the presence of:

CAMBRIDGE VILLAGE, LTD.
a Florida limited partnership

Fritz Neumann
Ida Maslenski

By: VILLAGE CONSTRUCTION CO., INC.,
its general partner
By: *[Signature]*
RICHARD D. WARK, President
(corporate seal)

STATE OF FLORIDA
COUNTY OF Orange

BEFORE ME, an officer duly authorized to take acknowledgments, personally appeared **RICHARD D. WARK**, as President of VILLAGE CONSTRUCTION CO., INC., a Florida corporation, which is a general partner of CAMBRIDGE VILLAGE, LTD., a Florida limited partnership, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed such instrument and that said instrument is the free act and deed of said corporation. That he has the authority to sign the foregoing instrument on behalf of the corporation.

WITNESS my hand and official seal this 15 day of February, 2001.

Agnes Davis
NOTARY PUBLIC

AGNES DAVIS
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # CC962786
EXPIRES 8/22/2004
BONDED THRU ASA 1-888-NOTARY1



JOINER AND CONSENT

KNOW ALL MEN BY THESE PRESENTS:

That FIRST NATIONAL BANK OF CENTRAL FLORIDA, being the owner and holder of that certain Real Estate Mortgage, Assignment of Rents and Security Agreement recorded on the 25th day of July, 2001, in Official Records Book 6311, Page(s) 392, Public Records of Orange County, Florida does hereby approve, adopt, join in, and consent to the foregoing Cambridge Village Declaration of Covenants, Conditions and Restrictions and each Exhibit attached thereto, and agrees that the lien of said Real Estate Mortgage, Assignment of Rents and Security Agreement shall be subject to the provisions of the Cambridge Village Declaration of Covenants, Conditions and Restrictions.

DATED this 15th day of February, 2002.

Signed, sealed and delivered in the presence of:

FIRST NATIONAL BANK OF
CENTRAL FLORIDA


By: Christopher M Cochran

Title: Vice President
(Corporate Seal)

[Signature]
STATE OF FLORIDA
COUNTY OF Orange

BEFORE ME, an officer duly authorized to take acknowledgments personally appeared Christopher M. Cochran, as Vice President of FIRST NATIONAL BANK OF CENTRAL FLORIDA, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to an before me that he executed such instrument and that said instrument is the first act and deed of said corporation. That he has the authority to sign the foregoing instrument on behalf of the corporation.

WITNESS my hand and official seal this 15th day of February, 2001

 Jesse E Graham, Jr
My Commission CC807914
Expires March 22 2003

[Signature]
NOTARY PUBLIC

STATE OF FLORIDA - COUNTY OF ORANGE
PUBLIC COUNTY that this is a copy of
the original as recorded in the office
of the Clerk of the County of Orange
by Mani A. Robert, D.C.
DATED: 4-10-2002

