

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the date hereinafter set forth by \_\_\_\_\_, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Orange, State of Florida, which is more particularly described as:

UNIVERSITY WOODS, PHASE I, (also  
sometimes referred to Berkshire Place  
Subdivision), as per Plat thereof  
recorded in Plat Book 15, Page(s)  
70, Public Records of Orange County,  
Florida.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties of any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Homeowners Association" and "Property Owners Association" shall both mean and refer to UNIVERSITY WOODS HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Florida, its successors and assigns, and the terms may be used interchangeably from time to time herein.

Section 2. "Owner" shall mean and refer to the record owners, whether one or more persons of entities, of a fee simple title, to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 3.** "Properties" shall mean and refer to University Woods, Phase 1, (also sometimes referred to as Berkshire Place Subdivision), as per Plat thereof recorded in Plat Book 15, Page(s) 70, Public Records of Orange County, Florida, and such additional property as the Declarant may chose to submit to the easements, covenants, conditions and restrictions hereby imposed.

**Section 4.** "Common Area" shall mean all real property (including the improvements thereto) owned by the Homeowners Association for the common use and enjoyment of the Owners, and shall also include all subdivision walls erected by the developer, his successor(s) in interest or the Homeowners Association.

**Section 5.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties with the exception of the Common Area.

**Section 6.** "Designated Tract" shall mean the area designated on the plat of the Properties as Tract A (or is more than one such area, then designated at Tract A, Tract B, etc.).

## **ARTICLE II**

### **PROPERTY RIGHTS**

**Section 1. Owner's Easements of Enjoyment.** Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area and in and to the Designated Tract(s) which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) the right of the Homeowners Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Homeowners Association to suspend the voting rights and right to use any of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Homeowners Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

**Section 2. Owner's Use of Lot.** Use of Lots shall be limited to residential purposes.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right or enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Homeowners Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class A members shall also include all owners, with the exception of the Declarant, lots in additional units if additional units are subjected to these restrictions as elsewhere provided in this Declaration.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned (to include each owned lot in additional units if additional units are subjected to these restrictions as elsewhere provided in this Declaration). The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership (as expanded by dedication of additional units) equal the total votes outstanding in the Class B membership (as expanded by dedication of additional units), or
- (b) On January 1, 1989.

## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation as Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made; provided, however, no such assessment shall be a lien on the land until such lien is recorded in the public records of Orange County, Florida. Each such assessment, together with interest, dues and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Homeowners Association shall be used exclusively, except as hereinafter provided in Section 11, to promote the recreation, health, safety and welfare of the residents in the properties (including necessary or appropriate professional fees) and for the improvement and maintenance of the Designated Tract(s), Common Area and any subdivision walls erected by the developer, his successor(s) in interest or the Homeowners Association.

Section 3. Assessment Allocation. Assessments shall be levied as to each Lot on the basis of the class of membership as hereinafter set forth. The assessment for the Class B membership for any vacant Lot or any Lot superimposed with an unoccupied, unsold living unit structure shall be twenty-five percent (25%) of the annual assessment for a Class A member.

Section 4. Maximum Annual Assessment. Until January 1, 1987, the maximum annual assessment by the Homeowners Association for each Lot shall be Sixty Dollars (\$60.00) per lot.

From and after January 1, 1987, the maximum annual assessment of the Homeowners Association may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the Class A members who are voting in person or by proxy, at a meeting of the Homeowners Association duly called for this purpose. The Board of Directors may fix the annual assessments at an amount not to exceed the maximum.

Section 6. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Homeowners 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including any subdivision walls, fixtures and personal property related thereto, provided that any such assessment shall have been approved by two-thirds (2/3) of each class of members who are voting in person or by proxy at a Homeowners Association meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members of the Homeowners Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or of proxies of each class entitled to cast sixty percent (60%) of all the votes of each class shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots within each class of membership and may be collected on a monthly, quarterly, or annual basis.

**Section 8. Date of Commencement of Annual Assessments: Due Date.** The annual assessments provided for herein as to the Homeowners Association shall commence as to all Lots on the first day of the month following the conveyance to the Homeowners Association of the Common Area, or on the first day of the month following the conveyance to the Property Owners Association of the Designated Tract, whichever occurs first. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Homeowners Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Homeowners Association. The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of that Association setting forth whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Homeowners Association as to the status of assessments on a Lot is binding upon that Association as of the date of its issuance.

**Section 9. Effect of Nonpayment of Assessments: Remedies of the Homeowners Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of one and a half percent (1.5%) per month. The Homeowners Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or of the Designated Tract, as the case may be, or abandonment of his Lot. In any action to enforce any assessments made hereunder, the prevailing party shall be entitled to a reasonable attorney's fee, including attorneys' fees for appellate proceedings.

**Section 10. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage made prior to or of notice of lien. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Lot and Exterior Maintenance. In the event an Owner of any Lot in the Properties shall fail to maintain his Lot and the improvements situated thereon in a manner which may directly affect the health or safety of other owners, the Homeowners Association, after approval by two-thirds (2/3) vote of the Board of Directors and fifteen (15) days' written notice to the Owner, shall have the right, through its agents and employees, to enter upon said parcel and to the extent reasonably necessary to protect the health or safety of other owners, to make repairs to, or clear the Lot or the exterior of the buildings and any other improvements erected thereon. The cost of such repairs or clearing shall be added to and become part of the assessment to which such Lot is subject, which shall be due and payable thirty (30) days from the date said assessment is made.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, 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 approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Homeowners Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Prior to the date specified in Article III, Section 2, Class B, the functions herein shall be vested in the declarant.

#### ARTICLE VI

##### GENERAL RESTRICTIONS - USE AND OCCUPANCY

**Section 1. General Prohibition.** No dwelling, dwelling house, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration, and all such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the Board.

**Section 2. Only Residential Purposes.** No Lot shall be used in whole or in part for anything other than residential purposes, except for model residential dwelling units which may be maintained by the builder or developer only for purposes of the sale of residential dwellings within the Properties. Other than conducting the sale of residential dwellings, no trade, traffic of business of any kind, whether professional, commercial, industrial or manufacturing or other non-residential use shall be engaged in or carried on upon the Properties, or any part thereof; nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to the Properties or adjacent properties.

**Section 3. Single-Family Residential Use** No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residential dwelling and appurtenant outbuildings or structures as may be suitable and necessary for the purposes for which said Lot is permitted to be used.

**Section 4. Subdivision.** No Lot shall be subdivided or split by any means whatsoever into any greater number of residential plots nor into any residential plot or plots of smaller size without the express written consent of the Homeowners Association's Board of Directors.

**Section 5. Occupancy Before Completion.** No building or structure upon the Properties shall be occupied until the same is approved for occupancy by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants.

**Section 6. Maintenance and Repair.** All dwellings, structures, buildings, outbuildings, walls, driveways and fences placed or maintained on the Properties or any portion thereof shall at all times be maintained in good condition and repair.



**Section 7. Completion of Construction.** All exterior construction and paint and stain finishing for which plans and specifications are required herein to be submitted to the Homeowners Association's Board of Directors for approval shall be completed within six (6) months from the date of approval for said approval to remain in force and effect, unless said Board shall grant a greater period of time to complete said construction or shall grant an extension of said six-month period.

**Section 8. No Temporary Buildings.** No tent, shack, trailer, house trailer, basement, garage, or other outbuilding shall at any time be used on any Lot as a residence temporarily or permanently and no building or dwelling of a temporary character shall be permitted, except as follows: Buildings necessary for construction or sales taking place on the Properties and not intended to be used for living accommodations may be erected and maintained on the property only during the course of construction and sales.

**Section 9. Ground Maintenance.**

(a) Grass, hedges, shrubs, vines and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed and replaced.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, materials, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Properties in the vicinity thereof or to the occupants of any such property in such vicinity.

(c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used within three (3) months after the construction of buildings or structures upon the Lot on which the material is stored.

**Section 10. Fences, Walls, Hedges, Mass Planting of any Type.**

(a) No fence, wall, hedge, or mass planting of any type exceeding a height of six (6) feet above the finished graded surface of the grounds upon which it is located, shall be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Homeowners Association's Board of Directors.

(b) No hedge or mass planting of any type exceeding three (3) feet above the finished graded surface of the ground upon which it is located, shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of the Homeowners Association's Board of Directors.

(c) No fence to be constructed shall be of wire, chain links, or cyclone style of fences.

Section 11. Animals, Birds and Fowl. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. In the event of dispute as to the reasonability of the number of such cats, dogs, or household pets kept upon the Properties, the decision and opinion of the Homeowners Association's Board of Directors shall control.

Section 12. Laundry. No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device.

Section 13. Exterior Light Figures. No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to the residents or adjacent properties.

Section 14. Parking. The parking of commercial vehicles, which description shall include trucks (larger than a pick-up truck), truck-tractors, semi-trailers, and commercial trailers, at any time on driveways, otherwise on said premises or on the public streets of said subdivision, is prohibited except for loading and unloading purposes or when parked entirely within a closed garage permitted to be built under the provisions of these restrictions. Boats, motor homes, campers, travel trailers and similar recreational vehicles, inoperable vehicles or vehicles under repair may only be placed and kept or stored upon the property in a closed garage.

**Section 15. Utility and Drainage Easements.** Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels to the easements. It is important that the banks, swales and drainage canals located within the Properties remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales and banks lie within a Lot, the Owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the term, swale, drainage canal or other portion of said lake, drainage canal or system which adjoins said Owner's Lot.

**Section 16. Excavations.** No excavations for stone, gravel, dirt or earth shall be made on any portion of the Properties except for the construction of dwellings, walls, foundations, structures and other appurtenances, plans and specifications for which excavations have been approved by the Homeowners Association's Board of Directors. Excavations may be made for swimming pools and reasonable landscaping without said Board approval, subject to this Declaration of Covenants.

**Section 17. Signs.** Except for signs permitted by the Developer and except as otherwise permitted by the Homeowners Association's Board of Directors, no sign of any character shall be displayed or placed upon any Lot or living unit except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed six (6) square feet in size, shall not extend more than four (4) feet above the ground, and shall be limited to one (1) sign per Lot or living unit, and displayed only upon the Lot sought to be rented or sold.

**Section 18. Refuse.** No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot. Unless otherwise approved by the Homeowners Association's Board of Directors, lightweight containers weighing not more than twenty-five pounds (25 lbs.) are permitted for trash, garbage, rubbish, debris, waste material or other refuse. Said containers must be tied or closed at all times and kept from view by the public or residents within the vicinity. Said containers shall not be placed at streetside for removal of refuse prior to the evening before the announced pickup time. Said

containers must be returned to the utility yard or enclosure within eight (8) hours after announced pickup time.

**Section 19. Nuisances.** No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**Section 20. Preservation and Maintenance of Slopes, Banks and Swales.** No person shall reconstruct, damage or destroy, open, reduce, remove, alter, modify or install anything or improvement within, over or upon any bank, slope or swale without first obtaining written approval from the Homeowners Association's Board of Directors (or if the area lies within the Designated Tract, then from the Property Owners Association's Board of Directors). No construction or excavation in the proximity of any canal, bank, slope or swale, shall be permitted which may substantially impair the stability of the slopes in said area.

**Section 21. Wells.** No water wells shall be dug on any Lot or on the Properties except for purposes of irrigation of landscaping.

**Section 22. Open Burning.**

(a) Open burning of wooden materials or vegetation generated by a land clearing operation or the demolition of a structure is allowed if said open burning takes place fifty (50) yards or more from any occupied building or public highway and is performed between 9:00 a.m. and one (1) hour before sunset, and when the approval of the Orange County Pollution Control Board of successor organizations has been prior received.

(b) Open burning to reduce solid waste on occupied residential premises is not permitted.

**Section 23. Maintenance of Common Driveways.** Where one private driveway serves two or more Lots, maintenance of said driveway within areas set aside for access easements shall be the equal responsibility of the Owners of the Lots served by said driveway.

**Section 24. Swimming pools.** Swimming pools may be constructed on any Lot provided that access to them from outside the Lot is controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Board.

**Section 25. Preservations of Existing Trees.** No existing living tree greater than four (4) inches caliper, measured three (3) feet above the ground, shall be removed from any Lot for any reason except disease or unless said tree interferes with the erecting or placing of the living unit on said Lot.

Section 26. Right to Inspect. The Homeowners Association's Board of Directors may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 27. Antennae and Aerials. No exterior antennae or aerials shall be placed upon residences at a height greater than ten (10) feet above the highest point of the roof. No ham radios or radio transmission equipment shall be operated or permitted to be operated in such property. Any earth satellite signal reception equipment shall not be visible from any other property within the subdivision.

Section 28. Dwelling Size. The ground floor of the main structure exclusive of any open porches, patios (enclosed or otherwise), breeze-ways and garages, shall not be less than 1200 square feet for a one-story dwelling and not less than 750 square feet for the ground floor of a dwelling of one and one-half or two stories. Each residence shall have an enclosed garage for a minimum of two cars. No carports shall be permitted.

Section 29. Building Location. No building shall be located on any Lot nearer than 25 feet to the front Lot line or nearer than 15 feet to any side street line. No building shall be located nearer than 7-1/2 feet to an interior Lot line. No dwelling shall be located on any interior Lot nearer than 30 feet to the rear Lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. If there is any conflict between this covenant and zoning regulations of the proper governing authority said zoning regulations shall apply.

Section 30. Oil and Mining Operations. No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas 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.

## ARTICLE VII

### GENERAL PROVISION

Section 1. Enforcement. The Homeowners Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Homeowners Association or by 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. In any action for enforcement brought hereafter, the prevailing party shall be entitled to a reasonable attorneys' fee including attorneys' fees through appellate proceedings.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended to successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding the foregoing, this Declaration may be amended prior to January 1, 1988 by the Declarant as long as the Declarant is the owner of at least twenty-five percent (25%) of the Lots and so long as any such amendment is approved as provided for in Section 5 following. Additionally, Declarant reserves the right, without requirement for consent of any other party, to submit additional property to the easements, covenants, conditions and restrictions hereby imposed, with membership in the Homeowners Association provided for herein expanded to include the owners of such additional property, any property addition as hereinbefore provided shall be effective upon Declarant recording a duly executed, witnessed and

acknowledged Declaration submitting such additional properties to these easements, covenants, conditions and restrictions. Any amendment must be recorded prior to becoming effective.

Section 4. Encroachments. In the event that any residential dwelling shall encroach upon any of the Common Area, Designated Tract or upon any other Lot for any reason other than the intentional act of the Owner, or in the event any Common Area or Designated Tract shall encroach upon any Lot, then as easement shall exist to the extent of the encroachment for as long as the encroachment shall exist.

Section 5. FHA/VA Approval. As long as there is a Class B membership of the Homeowners Association, the Federal Housing Administration or the Veterans Administration shall approve any amendments of this Declaration of covenants, conditions and restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the \_\_\_\_ day of \_\_\_\_, 198\_\_.