

Eastwood Golf Course

Eastwood Planned Development/
Land Use Plan (PD/LUP)
Case: CDR-19-06-188
District 4

Public Hearing: 11/17/20
2:00 p.m.

By: Hal Kantor, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.

EASTWOOD GOLF COURSE

1. DRC Recommendation
 - a) DRC Approved Meeting Minutes – 7/8/20
 - b) Eastwood PD Land Use Plan – 7/15/19; rev. 7/7/20

2. Comprehensive Plan Map
 - a) Eastwood Comprehensive Plan Map
 - b) Orange County Property Appraisers Plan Map of Eastwood
 - c) Eastwood Land Use Plan Map w/Phases 1, 2 and 3

3. Source of Vested Rights
 - a) Letter from Bob Windom with Orange Zoning – 8/6/13
 - b) Eastwood Land Use Plan and Application for Eastwood PD and PD Amendments – 1/19/93; rev. 7/29/93

4. Source of Declarant Authority
 - a) Amended, Restated and Consolidated Declarations of Covenants and Restrictions for Eastwood dated 4/29/91; recorded 5/10/91
 - b) Assignment and Assumption Agreement dated 12/19/94; recorded 11/14/19

5. Golf Course Operations
 - a) Article XI “The Country Club” from the Amended, Restated and Consolidated Declaration of Covenants and Restrictions for Eastwood dated 4/29/91; recorded 5/10/91
 - b) Amended and Restated Declaration of Restrictive Covenants dated 12/16/94; recorded 12/20/94
 - c) Termination and Cancellation of Amended and Restated Declaration of Restrictive Covenants for Golf Course Property dated 8/31/20; recorded 9/8/20

6. Declarant’s Right to Grant Easements and Rights of Way
 - a. Letter to Whitney Evers dated 6/22/20
 - b. Definition of Declarant

7. School Concurrency
 - a) OCPS Letter – dated 6/4/20

8. Eastwood Builders Manual – dated 6/1/93

EASTWOOD

1. DRC Comments

- a. DRC Approved Meeting Minutes - 7/8/20
- b. Eastwood PD Land Use Plan – 7/15/19;
revised 7/7/20

**DEVELOPMENT REVIEW COMMITTEE
APPROVED MEETING MINUTES
JULY 8, 2020**

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**APPROVED MEETING MINUTES
JULY 8, 2020**

The Development Review Committee met on Wednesday, July 8, 2020, via Webex. Eric Raasch called the meeting to order at 9:00 a.m. with a quorum of DRC members present, and opened up the floor for public comment. Public comment was provided via email from Mary Solik and Erin Connors Bodkin, which were read into the record by Eric Raasch. The DRC Minutes of June 24, 2020, were approved, with a ***MOTION by Lindy Wolfe, seconded by Diana Almodovar, TO APPROVE THE DRC MEETING MINUTES OF JUNE 24, 2020.***

MOTION CARRIED.

DRC MEMBERS PRESENT FOR DISCUSSION:

| | |
|-------------------------|-------------------------------------|
| Chair of DRC | ERIC RAASCH |
| Planning Division | ALBERTO VARGAS |
| Public Works Department | DIANA ALMODOVAR |
| Utilities Department | LINDY WOLFE |
| Zoning Division | ANOCH WHITFIELD (non-voting member) |

LEGAL ADVISOR:

| | |
|--------------------------|-----------------|
| County Attorney's Office | ROBERTA ALFONSO |
| County Attorney's Office | WHITNEY EVERS |

OTHER STAFF:

| | |
|-----------------------------------|-------------|
| Development Engineering Division | MATT KALUS |
| Environmental Protection Division | JOHN GEIGER |

**APPROVED MEETING MINUTES
JULY 8, 2020**

MOTION CARRIED.

**7. CDR-19-06-188 – DISTRICT 4
EASTWOOD PD**

Present for discussion were Jim Hall, John Smogor, and Hal Kantor. Nicolas Thalmueller presented the TRG Summary Report to the DRC.

A change determination was requested to the previously approved Eastwood PD Land Use Plan to create Phase 3 of the PD; to change the designation of the lands within the proposed Phase 3 from Golf Course, Clubhouse, and Practice Range, to Single-Family; to add access arrows to the proposed Phase 3 area; and to reassign the 304 residential units remaining with the PD to the proposed Phase 3 area.

The applicant was directed to revise the plan to add the following note:

“Access to the proposed Phase 3 subdivision, and via Cavan Lane specifically, will be required to meet all applicable County Code requirements. Access details and reconstruction of Cavan Lane shall be resolved to the County’s standards at PSP.”

MOTION by Eric Raasch (stepped out of Chair), seconded by Lindy Wolfe, RECOMMEND APPROVAL OF A SUBSTANTIAL CHANGE TO THE EASTWOOD PD LAND USE PLAN, subject to the following conditions of approval, as amended, and subject to submittal and approval of a revised plan, prior to requesting a public hearing with the Board.

1. Development shall conform to the Eastwood Planned Development (PD) dated "Received *," and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities, and intensities described in such Land Use Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval and the land use plan dated "Received *," the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners ("Board") at the public hearing where this development received final approval, where such promise or representation, whether oral or written, was

**APPROVED MEETING MINUTES
JULY 8, 2020**

relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. In the event any such promise or representation is not complied with or adhered to, or the project deviates from or otherwise conflicts with such promise or representation, the County may withhold (or postpone issuance of) development permits and / or postpone the recording of (or refuse to record) the plat for the project. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered and approved.

3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.
4. Developer / Applicant has a continuing obligation and responsibility from the date of approval of this land use plan to promptly disclose to the County any changes in ownership, encumbrances, or other matters of record affecting the property that is subject to the plan, and to resolve any issues that may be identified by the County as a result of any such changes. Developer / Applicant acknowledges and understands that any such changes are solely the Developer's / Applicant's obligation and responsibility to disclose and resolve, and that the Developer's / Applicant's failure to disclose and resolve any such changes to the satisfaction of the County may result in the County not issuing (or delaying issuance of) development permits, not recording (or delaying recording of) a plat for the property, or both.
5. Property that is required to be dedicated or otherwise conveyed to Orange County (by plat or other means) shall be free and clear of all encumbrances, except as may be acceptable to County and consistent with the anticipated use. Owner / Developer shall provide, at no cost to County, any and all easements required for approval of a project or necessary for relocation of existing easements, including any existing facilities, and shall be responsible for the full costs of any such relocation prior to Orange County's acceptance of the conveyance. Any encumbrances that are discovered after approval of a PD Land Use Plan shall be the responsibility of Owner / Developer to release and relocate, at no cost to County, prior to County's acceptance of conveyance. As part of the review process for construction plan approval(s), any required off-site easements identified by County must be conveyed to County prior to any such approval, or at a later date as determined by County. Any failure to comply with this condition may result in the withholding of development permits and plat approval(s).
6. A current Phase One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review as part of any Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) submittal and must be approved prior to Preliminary Subdivision Plan (PSP) and /or Development Plan (DP) approval for any streets and/or tracts anticipated to be dedicated to the County and/or to the perpetual use of the public.

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7. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation Commission (FWC).
8. No activity will be permitted on the site that may disturb, influence, or otherwise interfere with: areas of soil or groundwater contamination, or any remediation activities, or within the hydrological zone of influence of any contaminated area, unless prior approval has been obtained through the Florida Department of Environmental Protection (FDEP) and such approval has been provided to the Environmental Protection Division of Orange County. An owner/operator who exacerbates any existing contamination or does not properly dispose of any excavated contaminated media may become liable for some portion of the contamination pursuant to the provisions in section 376.308, F.S.
9. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and a Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
10. The developer shall obtain water, wastewater, and reclaimed water service from Orange County Utilities subject to County rate resolutions and ordinances.
11. Construction plans within this PD shall be consistent with an approved and up-to-date Master Utility Plan (MUP). MUP updates shall be submitted to Orange County Utilities at least thirty (30) days prior to the corresponding construction plan submittal. The updated MUP must be approved prior to construction plan approval.
12. A Master Utility Plan (MUP) for the PD shall be submitted to Orange County Utilities at least thirty (30) days prior to submittal of the first set of construction plans. The MUP must be approved prior to Construction Plan approval.
13. Tree removal/earthwork shall not occur unless and until construction plans for the first Preliminary Subdivision Plan and/or Development Plan with a tree removal and mitigation plan have been approved by Orange County.
14. Outside sales, storage, and display shall be prohibited.
15. Pole signs and billboards shall be prohibited. All other signage shall comply with Chapter 31.5 of the Orange County Code.
16. County's approval of this Planned Development, or amendment thereto, shall not be construed as a warrant by the County that the applicant has all necessary property rights, and/or riparian rights, as applicable, to develop the subject property consistent with the County's approval, and does not constitute permission to interfere with another property owner's property rights and/or riparian rights, as applicable, and, accordingly, the County's approval is based on the developer having the property rights, and/or riparian rights, as applicable, to develop the subject property consistent with such approval.

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17. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated October 7, 1997 shall apply:
- a. Upon a motion by Commissioner Hoenstine, seconded by Commissioner Freeman, and carried with all members present and voting AYE by voice vote, the Board approved the request by Thomas Warlick, Eastwood Planned Development (formerly Deer Run South Planned Development), to change Board of County Commissioners' Condition 4 as recorded in the minutes of April 13, 1987, page 304, which states that the required roadway improvements are to be completed prior to reaching 777 lots; which constitutes a substantial change to the development on the above-described property; further, approved the Developer's Agreement; and further, made a finding of consistency with the Comprehensive Policy Plan.
18. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated July 1, 1997 shall apply:
- a. Dual access to the site shall be provided (one access onto Woodbury Road and one access onto Woodbury Pines Circle).
 - b. ~~A six-foot (6') wall shall be provided along the south property line where adjacent to platted lots.~~

7/8/2020: THE PRECEDING CONDITION HAS BEEN SATISFIED

19. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated March 21, 1995 shall apply:
- a. ~~Upon a motion by Commissioner Hoenstine, seconded by Commissioner Johnson, and carried with County Chairman Chapin and all commissioners present and voting AYE by voice vote, the Board approved an Executory Agreement between Orange County and the Bengé Corporation; and further, approved the request by Bengé Corporation for the Eastwood Planned Development Land Use Plan to reschedule the completion date for Parcel 5A (swim/tennis facility) to January 1, 1996; which constitutes a substantial change to the development on the above described property.~~

7/8/2020: THE PRECEDING CONDITION HAS BEEN SATISFIED

20. Except as amended, modified, and / or superseded, the following BCC Conditions of Approval, dated June 8, 1993 shall apply:
- a. ~~Development shall conform to the Eastwood PD Plan dated, received January 25, 1993 and to the following conditions, comply with all other applicable federal, state, and county laws, ordinances and regulations, which are incorporated herein by reference, except to the extent [the applicable laws, ordinances, and regulations] are expressly waived or modified by these conditions, or by action approved by the Orange county Board of county Commissioners, or by action of the Board of County Commissioners.~~

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***7/8/2020: THE PRECEDING CONDITION HAS BEEN REPLACED BY NEW
CONDITION OF APPROVAL #1***

- b. ~~Final construction plans will not be approved until it has been demonstrated that the wet season water table is a minimum of 12 inches below the bottom of the base of the road system, i.e., only the lake system construction plans can be approved until actual logs of water table a minimum of 12 inches below bottom of base road system.~~

7/8/2020: THE PRECEDING CONDITION HAS BEEN SATISFIED

- c. All conservation areas must be owned and maintained by the homeowners' association with development rights dedicated to Orange County.
- d. ~~Parks on Parcel 12A shall be built by the issuance of the 250th certificate of occupancy. The 7.6 acre park parcel located adjacent to the proposed elementary school site (Parcel 14A) shall be constructed by June 1, 1994.~~

7/8/2020: THE PRECEDING CONDITION HAS BEEN SATISFIED

- e. ~~The developer shall obtain wastewater and water service from Orange County subject to County, rate resolutions and ordinances. No construction plans will be approved until capacity has been obtained.~~

***7/8/2020: THE PRECEDING CONDITION HAS BEEN REPLACED BY NEW
CONDITION OF APPROVAL #10***

- f. ~~Master water and wastewater plans including preliminary calculations shall be required to be submitted for review and approval prior to submission of construction plans.~~

***7/8/2020: THE PRECEDING CONDITION HAS BEEN REPLACED BY NEW
CONDITION OF APPROVAL #11 & 12***

- g. ~~Prior to construction plan approval, the developer shall utilize reclaimed water for landscape and green area irrigation when available.~~

***7/8/2020: THE PRECEDING CONDITION HAS BEEN REPLACED BY NEW
CONDITION OF APPROVAL #10***

- h. Access to Parcels 12A and 12B shall be separate subject to county engineer's approval.
- i. ~~The swim/tennis facilities shall be built by January 1, 1995.~~

7/8/2020: THE PRECEDING CONDITION HAS BEEN SATISFIED

- j. Parcel 10, designated for commercial use and located at the intersection of Alafaya Trail and Golfway Boulevard, will be reduced in size from 14.65 acres to 10 acres. The

**APPROVED MEETING MINUTES
JULY 8, 2020**

allowable commercial square footage for this parcel will be reduced from 150,282 square feet to 100,000 square feet.

- k. Parcel 12B shall be designated for single-family use, rather than for multi-use. 4.65 acres will be added to Parcel 12B to create a single-family parcel that is 12.2 acres with a total maximum of 66 single family dwelling units. Lots in this parcel shall be no less than 50 feet in width and will be developed in a manner similar to the Stonebridge Subdivision.
- l. Provide a 90 foot setback along the north property line for Parcel 12A (park site) for all active recreation areas, i.e., volleyball court, tennis courts, baseball field, tot lots, etc. Lighting of the facilities to accommodate nighttime use of the active recreation facility shall not be permitted.
- m. Provide a three to four-foot berm along the north property line of Parcel 12A. The berm shall be heavily landscaped as approved by the Planning Department. The landscaping shall include a minimum of four live oak trees each with a minimum four inch caliper measured three foot from the surface per each abutting lot along the north boundary of the park and a continuous minimum four foot hedge at the time of planting along the northern boundary.
- n. To eliminate standing water between the berm and the lots on the north line of Parcel 12A, regrading of the berm is required to provide positive flow to discharge stormwater as approved by the County engineer.
- o. Hedges, a minimum of six feet in height at the time of planting, shall be provided along the rear of the racquetball courts wall (Parcel 12A).
- p. ~~The single family residential area south of Parcel 12A shall not be used for churches or other nonresidential uses. This will be so noted on the site plan.~~

7/8/2020: THE PRECEDING CONDITION HAS BEEN SATISFIED

- q. ~~The applicant is required to submit a revised construction plan that reflects these conditions.~~

7/8/2020: THE PRECEDING CONDITION IS COVERED BY CODE

- r. ~~The applicant is required to submit a revised land use plan for the entire project incorporating the above conditions.~~

7/8/2020: THE PRECEDING CONDITION IS COVERED BY CODE

MOTION CARRIED.



Land Use Plan

EASTWOOD PD Orange County, FL

Issued for Orange County

Date Issued July 15, 2019

Latest Issued JULY 07, 2020

Applicant:

Jim Hall, AICP, BLA
Hall Development Services, inc.
1302 Osprey Avenue
Orlando, Florida
32803

Owner:

Eastwood Golf Club LLC
542 Harvest Ln
Mechanicsburg, PA
17055-4487

Legal:

Hal Kantor, Esquire
Lowndes Drosdick Doster Kantor and
Reed
215 N Eola Drive
Orlando, FL
32801

SHEET INDEX

| SHEET # | TITLE |
|---------|----------------------------------|
| 01 | COVER SHEET |
| 02 | EXISTING CONDITIONS |
| 03 | NOTES & WAIVERS, LAND USE PLAN |
| 04 | REVISED 07.20.1993 LAND USE PLAN |
| 05 | REVISED 01.06.1994 LAND USE PLAN |
| 06 | PARKS MASTER PLAN |
| 07 | CONDITIONS OF APPROVAL |
| 08 | LAND TITLE SURVEY |
| 09 | LAND TITLE SURVEY |
| 10 | LAND TITLE SURVEY |
| 11 | LAND TITLE SURVEY |
| 12 | LAND TITLE SURVEY |
| 13 | LAND TITLE SURVEY |
| 14 | LAND TITLE SURVEY |
| 15 | LAND TITLE SURVEY |

CDR-19-06-188

Parcel ID: 35-22-31-1993-00-007; 35-22-31-1993-04-001;
35-22-31-1993-05-000; **36-22-31-0000-00-029**

LEGAL DESCRIPTION:

All of Section 35, Township 22 South, Range 31 East, Orange County, Florida, less the East 1/2 of the Northwest 1/4 of the Northwest 1/4 less the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 and less the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 35.

Together with

That part of the West 1,468.00 feet of the Northwest 1/4 of Section 2, Township 23 South, Range 31 East, Orange County, Florida, Lying North of the right-of-way for Alafaya Trail Extension as recorded in Official Records Book 3411, Page 1192 of Public Records of Orange County, Florida.

Together with

All of Section 36, Township 22 South, Range 31 East, Orange County, Florida, less the Northeast 1/4 of the Northwest 1/4, and less the Northwest 1/4 of the Northeast 1/4, both of said Section 36.

Site Acreage: 1199.77 Acres

REQUEST:

To utilize existing single family entitlements on land designated LDR within the PD.

Hall Development Services Inc.

1302 Osprey Avenue Orlando, FL 32803
Ph: (407) 257-9235
Planning, Real Estate, and Entitlement Strategies
www.halldsl.com



P.O. Box 547368, Orlando, FL 32854-7368
Tel (407) 649-1828 Fax (407) 428-9526
Landscape Architecture & Planning
www.libradesigngroup.com

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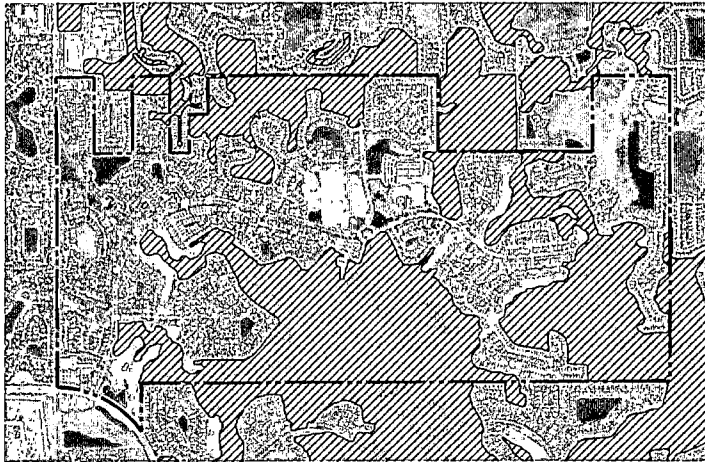


Prior Park House St. James, Barbados
Ph: (246) 421-6875
Geospatial Consulting
www.geoorbis.com

RECEIVED
By DRC Office at 10:34 am, Jul 06, 2020

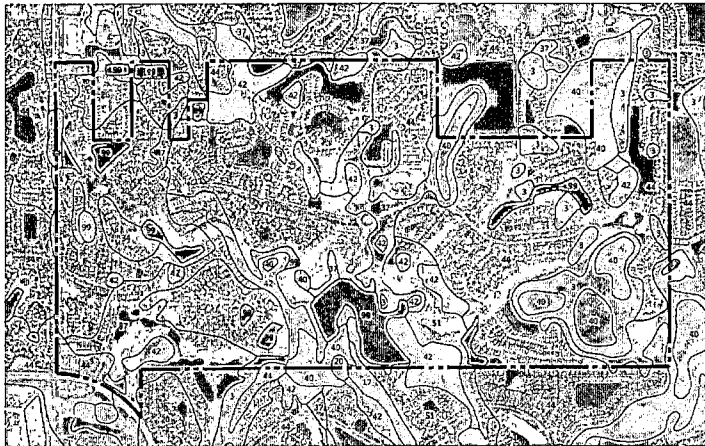


LOCATION MAP



Floodplain (100 Year)

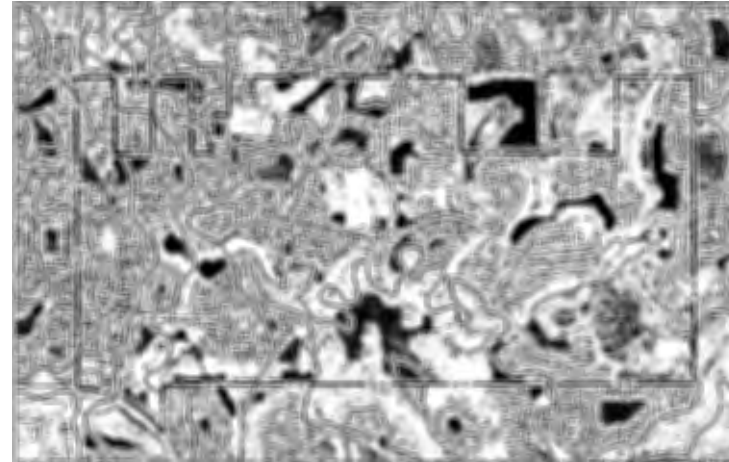
 Flood Prone Area



Soils

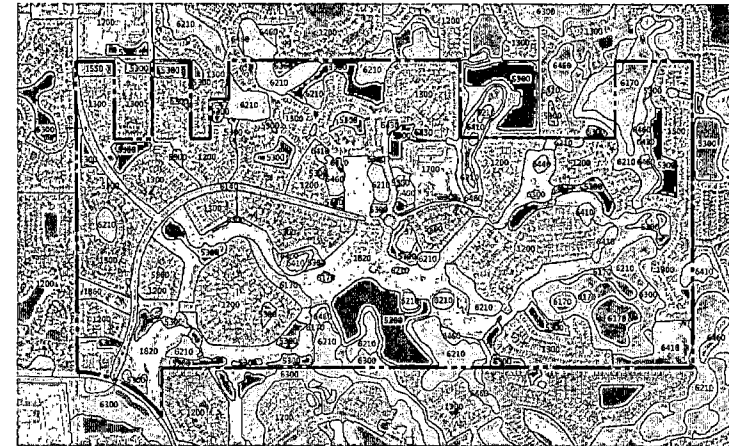
| Code | Description |
|------|--|
| 3 | Basinger fine sand, depressional |
| 17 | Florida mucky fine sand, depressional |
| 20 | Immokalee fine sand |
| 26 | Ona fine sand |
| 34 | Pomello fine sand, 0 to 5 percent slopes |
| 37 | St. Johns fine sand |
| 40 | Samsula muck |
| 42 | Sanibel muck |
| 44 | Smyrna fine sand |
| 51 | Wabasso fine sand |
| 99 | Water |

Source:
Orange County GIS, 2017



Topography

 Topographic Contour



Vegetation

| Code | Description |
|------|---|
| 1200 | Residential, medium density |
| 1300 | Residential, high density |
| 1400 | Commercial and services |
| 1550 | Other light industrial |
| 1700 | Industrial |
| 1820 | Golf courses |
| 1860 | Community recreational facilities |
| 5300 | Reservoirs - pits, retention ponds, dams |
| 6170 | Mixed wetland hardwoods |
| 6210 | Cypres |
| 6300 | Wetland forested mixed |
| 6410 | Freshwater marshes |
| 6430 | Wet prairies |
| 6450 | Mixed scrub-shrub wetland |
| 8140 | Roads and highways (divided 4-lanes with medians) |

Source:
Orange County GIS, 2017

HDSi

LIBRA

GeoOrbis

ISSUED

| DATE | FOR |
|------------|----------------------|
| 01.23.2018 | PD REZONING APPROVAL |
| 03.07.2018 | PD REZONING APPROVAL |
| 05.16.2018 | PD REZONING APPROVAL |
| 05.20.2018 | PD REZONING APPROVAL |
| 07.15.2018 | PD REZONING APPROVAL |
| 09.25.2018 | PD REZONING APPROVAL |
| 10.02.2018 | PD REZONING APPROVAL |
| 02.19.2020 | PD REZONING REV |
| 02.25.2020 | PD REZONING REV |
| 04.10.2020 | PD REZONING REV |
| 04.14.2020 | PD REZONING REV |
| 04.20.2020 | PD REZONING REV |
| 04.24.2020 | PD REZONING REV |
| 06.30.2020 | PD REZONING REV |
| 07.03.2020 | PD REZONING REV |
| 07.07.2020 | PD REZONING REV |
| 07.08.2020 | PD REZONING REV |

EASTWOOD PD
ORANGE COUNTY,
FLORIDA

KEY PLAN



JOB NO.:

DESIGNED BY:

DRAWN BY:

CHECKED BY:

PROJECT APPROVAL:

TITLE

EXISTING
CONDITION
PLAN

SHEET NO.

02

SITE DATUM
 Future Land Use LDR, C, INST, PR-OS
 Zoning PD
 Proposed zoning PD

Gross acres 1,199.77
 Wetlands 181.6
 Water Bodies 0.0
 Net Acres 1,018.17

DEVELOPMENT PROGRAM
 Approved residential units 2,320 DU
 Non-allocated residential units 304 DU
 Permitted Uses single family
 Proposed Uses single family

Approved commercial SF 100,000 SF
 Permitted uses C-1 uses

| PROGRAM CHART | Acres | Units |
|-----------------------------|-----------------|---------|
| Land use | | |
| Residential | 586.65 | 2,320 |
| Commercial | 10.00 | 100,000 |
| RV Storage | 2.50 | |
| Daycare | 3.68 | |
| Swim Club | 3.76 | |
| School | 13.14 | |
| Private Open Space (P.O.S.) | 131.06 | |
| Parks/Recreation | 19.92 | |
| Lakes/Retention | 169.14 | |
| Conservation | 181.80 | |
| Right of way | 78.12 | |
| TOTAL | 1,199.77 | |

| PHASES | PD reference | acres | units | Comm. | ADT |
|---------|--------------|--------|-------|---------|--------|
| Phase 1 | | 322.51 | 1,326 | 100,000 | 18,235 |
| Phase 2 | | 262.65 | 650 | | 9,849 |
| Phase 3 | | 73.00 | 304 | | |

| TRAFFIC GENERATION | Land Use | Units | Trip Gen Rate | Trips |
|--------------------|----------|---------|---------------|---------------|
| Single family | | 2,320 | 8.08 | 18,818 |
| Commercial | | 100,000 | 60.12 | 3,727 |
| Total Trips | | | | 22,545 |

Approved/Vested Trips 33,259 ADT
 Unallocated Trips 7,514

| SCHOOL AGE POPULATION | Land Use | Units | Elementary | Middle | High |
|------------------------------|----------|-------|------------|--------------|-----------------|
| Single family | | 2,320 | 464 | 232 | 348 |
| Total School Children | | | | 1,040 | students |

PD DEVELOPMENT STANDARDS

| | |
|--------------------------|--------------|
| Perimeter setback | 25' |
| Alafaya Trail | 50' |
| Internal Collector roads | 35' |
| Golfway Boulevard | 100' or 150' |
| Lone Palm | 70' |
| Woodbury Road | 100' |
| Conservation SB | 25' average |

RESIDENTIAL STANDARDS

| | |
|---------------------|---------------|
| Standard | single family |
| Building height | 35' |
| Min. lot width | 40' |
| Min. lot depth | 90' |
| Min. living area | 1,200 SF |
| Max. lot coverage | 75% |
| Front SB | 70' |
| Rear SB | 15' |
| Side SB | 5' |
| Street side SB | 10' |
| Driveways/side lot | 2' |
| Building separation | NA |

COMMERCIAL STANDARDS

| | |
|-------------------------|-----|
| Building Height | 35' |
| Impervious Surface Area | 90% |
| Max. lot coverage | 75% |

LANDSCAPING
 Will comply with Chapters 24 and 3B of Division 9 of the LDC

OPEN SPACE PER 38-1234
 10% for the residential land (586.67 acres) and 20% for the commercial land (16.18 acres)

Required Residential 58.67 acres
 Required Commercial 03.24 acres
 Total Required 61.91 acres

Class A 30.96 acres provided open space
 Class B 30.95 acres provided open space
 Total 61.91 acres

Total Available Open Space

Class A 154.94 acres
 Class B 169.14 acres
 Class C 181.80 acres
 Total 505.68

| PD Parcel | LUP | PSP | Flat |
|--------------|-------------|-------------|--|
| 16 | 66 | 66 | 66 (Spray Cove at Eastwood Panel 1) |
| 26, B, C | 228 | 228 | 228 (The Villages at Eastwood) |
| 28, B, C & 4 | 203 | 203 | 203 (W/Forest at Eastwood) |
| 6 | 98 | 98 | 98 (Deer Run South PHD Phase 1 Parcel 6) |
| 7 | 56 | 56 | 56 (Lamberty Pointe) |
| 8 | 171(40) | 48 | 48 (Landfill Parcel) |
| 9 | 184 | 188 | 187 (Earney Pointe) |
| 11 | 195 | 195 | 195 (Deer Run South PHD Phase 1 Parcel 11) |
| 128 | 66 | 42 | 42 (Wood Lake Parcel) |
| 15, 8, 16 | 185 | 178 | 178 (Sherwood) |
| 17 | 38 | 38 | 41 (Doral Palms) |
| 18, 8, 10 | 99 | 69 | 70 (Sawdust) |
| 20, 8, 21 | 65 | 77 | 72 (Kings Pointe) |
| 22 | 89 | 52 | 53 (Medford Pointe) |
| 23 | 75 | 38 | 35 (Marathon Club) |
| 24 | 15 | 51 | 51 (Overlook Point) |
| 26 | 112 | 104 | 185 (Emeraldton) |
| 27, 8, 21 | 204 | 171 | 193 (Northwood) |
| TOTAL | 2041 | 2220 | 3016 |

RECREATION PER 38-1235
 2,320 units x 2.1 people = 4,872 people for a total of 43.2 acres of active and passive recreation.
 Required recreation 59.52 acres (+188%)

SIGNAGE
 Ground and fascia signs shall comply with Chapter 31.5.
 Pole/pylon signs and billboards shall be prohibited.

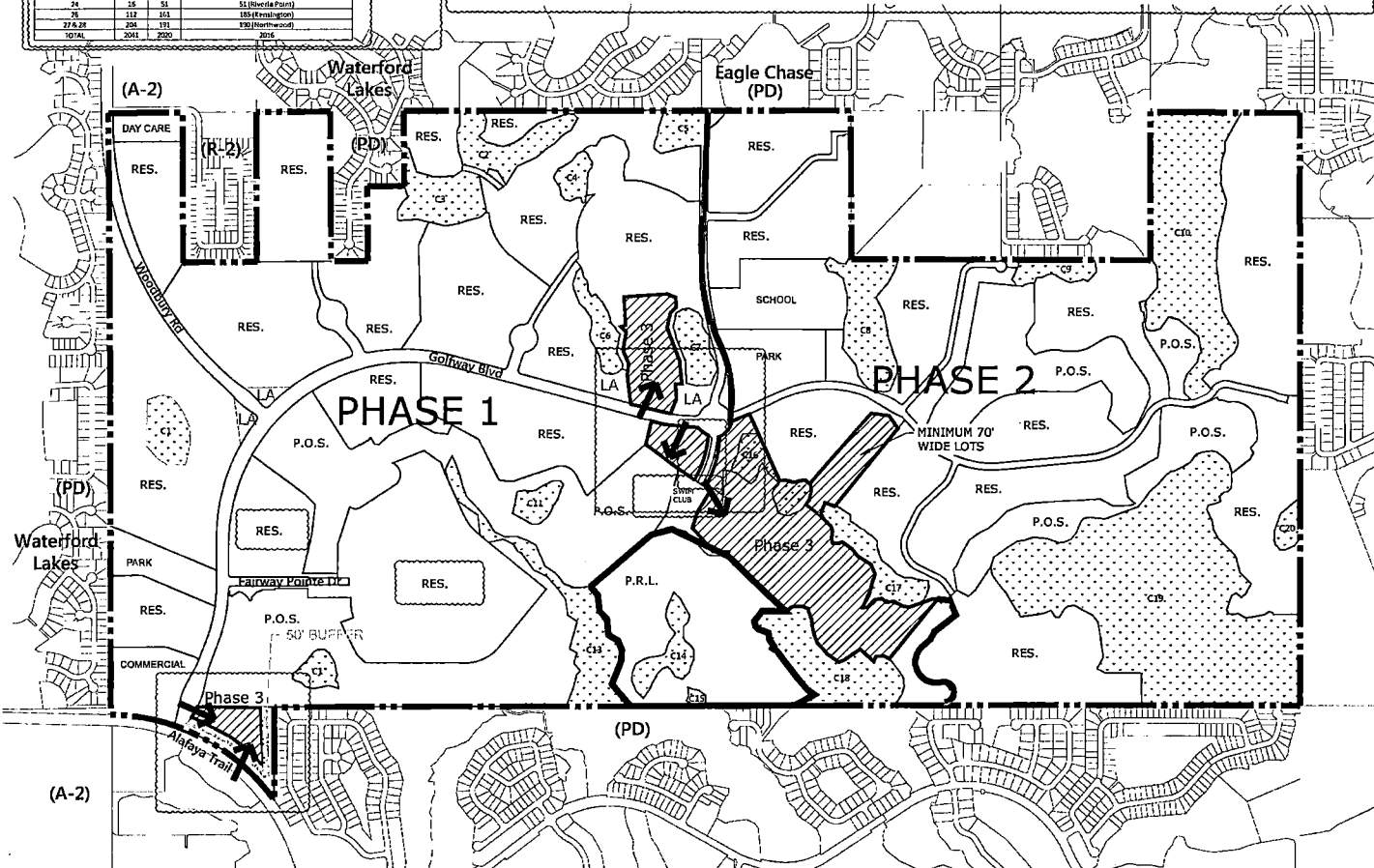
PHASING
 Three Phases
 Phases 1 and 2 are complete

STORMWATER
 Will comply with Orange County (38-1231) and Water Management District standards

SERVICE PROVIDERS

| | |
|-----------------|--|
| Water Service | Orange County |
| Wastewater | Orange County |
| Reclaimed Water | Orange County |
| Police | Orange County |
| Fire | Orange County |
| Fire Flow | Will comply with Orange County standards |

- EXISTING AND NEW NOTES**
- Development may proceed concurrently within different parcels according to the Phase plan. However, the necessary support services will be provided to ensure that each development can exist as an Independent unit.
 - The exact location of open space, access points, lakes and tract boundaries will be determined at the time of Development Plan submission
 - Pre-treatment ponds will be located within development parcels at the time of development approval.
 - In accordance with Section 38-1227, any variations from County Code minimum standards represented on this Plan that have not been expressly approved by the BCC are invalid.
 - For Parcel 128, the minimum lot width shall be 50'.
 - All conservation areas will be owned and maintained by the POA with development rights dedicated to Orange County.
 - Basin wide regulations in the Econ River Protection Ordinance of Orange County Code Chapter 15 Article XI apply.
 - Golf course use is a temporary use on the private open space
 - All permitted open space and recreation land uses will be future land uses for the Private Open Space.
 - Lots in Phase 3 shall have, at a minimum, the same width as existing abutting lots; provided, however, that no lots in Phase 3 shall be less than 50' in width.
 - Additional internal access points, if any, will be addressed on the PSP.
 - Access to the proposed Phase 3 subdivision, and via Cavan Lane specifically, will be required to meet all applicable County Code requirements.
 - Access details and reconstruction of Cavan Lane shall be resolved to the County's standards at PSP.



ISSUED

| DATE | FOR |
|------------|--------------------|
| 01.23.2018 | PD ZONING APPROVAL |
| 03.07.2018 | PD ZONING APPROVAL |
| 05.16.2018 | PD ZONING APPROVAL |
| 05.28.2018 | PD ZONING APPROVAL |
| 07.15.2018 | PD ZONING APPROVAL |
| 08.25.2018 | PD ZONING APPROVAL |
| 10.02.2018 | PD ZONING APPROVAL |
| 02.12.2020 | PD ZONING APPROVAL |
| 02.25.2020 | PD ZONING REV |
| 04.16.2020 | PD ZONING REV |
| 04.14.2020 | PD ZONING REV |
| 04.15.2020 | PD ZONING REV |
| 04.29.2020 | PD ZONING REV |
| 06.04.2020 | PD ZONING REV |
| 06.30.2020 | PD ZONING REV |
| 07.03.2020 | PD ZONING REV |
| 07.07.2020 | PD ZONING REV |
| 07.08.2020 | PD ZONING REV |

EASTWOOD PD
 ORANGE COUNTY,
 FLORIDA

KEY PLAN

JOB NO.:
 DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 PROJECT APPROVAL:

TITLE NOTES AND WAIVERS

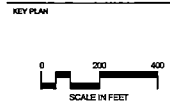
SHEET NO.



ISSUED

| DATE | FOR: |
|------------|----------------------|
| 01.23.2018 | PD REZONING APPROVAL |
| 03.07.2018 | PD REZONING APPROVAL |
| 05.16.2018 | PD REZONING APPROVAL |
| 05.20.2018 | PD REZONING APPROVAL |
| 07.13.2018 | PD REZONING APPROVAL |
| 09.25.2018 | PD REZONING APPROVAL |
| 10.22.2018 | PD REZONING REV |
| 02.19.2020 | PD REZONING APPROVAL |
| 02.25.2020 | PD REZONING REV |
| 04.10.2020 | PD REZONING REV |
| 04.14.2020 | PD REZONING REV |
| 04.15.2020 | PD REZONING REV |
| 04.26.2020 | PD REZONING REV |
| 05.04.2020 | PD REZONING REV |
| 06.30.2020 | PD REZONING REV |
| 07.03.2020 | PD REZONING REV |
| 07.07.2020 | PD REZONING REV |
| 07.26.2020 | PD REZONING REV |

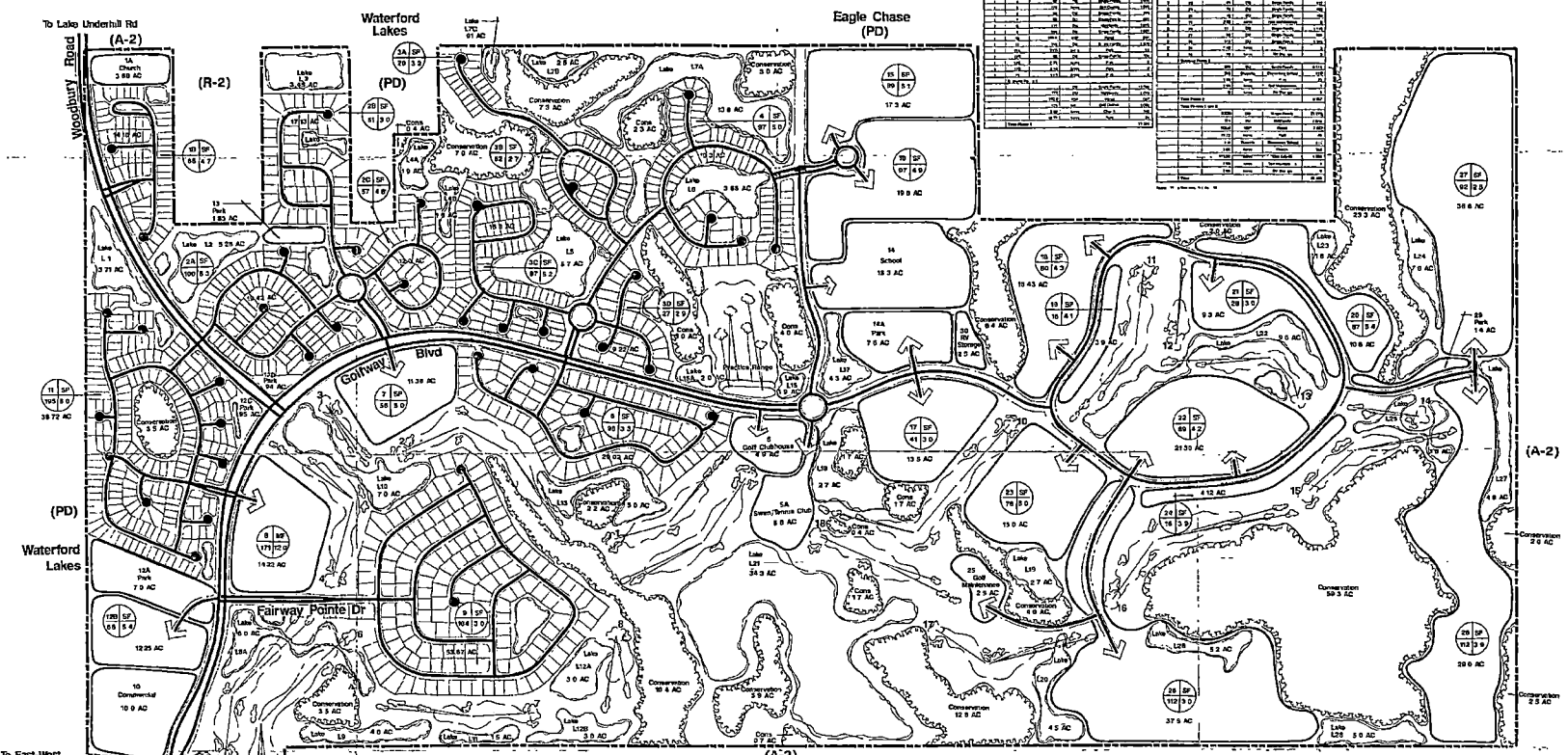
EASTWOOD PD
ORANGE COUNTY,
FLORIDA



JOB NO.:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
PROJECT APPROVAL:
TITLE
REVISED 7/20/93
LAND USE
PLAN
SHEET NO.

Average Daily Traffic

| Route | Year | ADT | Source |
|-------|------|------|---------------------------------|
| 1 | 2018 | 1500 | Florida Dept. of Transportation |
| 2 | 2018 | 1200 | Florida Dept. of Transportation |
| 3 | 2018 | 1800 | Florida Dept. of Transportation |
| 4 | 2018 | 2200 | Florida Dept. of Transportation |
| 5 | 2018 | 1000 | Florida Dept. of Transportation |
| 6 | 2018 | 1600 | Florida Dept. of Transportation |
| 7 | 2018 | 1400 | Florida Dept. of Transportation |
| 8 | 2018 | 1100 | Florida Dept. of Transportation |
| 9 | 2018 | 1300 | Florida Dept. of Transportation |
| 10 | 2018 | 1700 | Florida Dept. of Transportation |
| 11 | 2018 | 1900 | Florida Dept. of Transportation |
| 12 | 2018 | 1500 | Florida Dept. of Transportation |
| 13 | 2018 | 1200 | Florida Dept. of Transportation |
| 14 | 2018 | 1800 | Florida Dept. of Transportation |
| 15 | 2018 | 2200 | Florida Dept. of Transportation |
| 16 | 2018 | 1000 | Florida Dept. of Transportation |
| 17 | 2018 | 1600 | Florida Dept. of Transportation |
| 18 | 2018 | 1400 | Florida Dept. of Transportation |
| 19 | 2018 | 1100 | Florida Dept. of Transportation |
| 20 | 2018 | 1300 | Florida Dept. of Transportation |
| 21 | 2018 | 1700 | Florida Dept. of Transportation |
| 22 | 2018 | 1900 | Florida Dept. of Transportation |
| 23 | 2018 | 1500 | Florida Dept. of Transportation |
| 24 | 2018 | 1200 | Florida Dept. of Transportation |
| 25 | 2018 | 1800 | Florida Dept. of Transportation |
| 26 | 2018 | 2200 | Florida Dept. of Transportation |
| 27 | 2018 | 1000 | Florida Dept. of Transportation |
| 28 | 2018 | 1600 | Florida Dept. of Transportation |
| 29 | 2018 | 1400 | Florida Dept. of Transportation |
| 30 | 2018 | 1100 | Florida Dept. of Transportation |
| 31 | 2018 | 1300 | Florida Dept. of Transportation |
| 32 | 2018 | 1700 | Florida Dept. of Transportation |
| 33 | 2018 | 1900 | Florida Dept. of Transportation |
| 34 | 2018 | 1500 | Florida Dept. of Transportation |
| 35 | 2018 | 1200 | Florida Dept. of Transportation |
| 36 | 2018 | 1800 | Florida Dept. of Transportation |
| 37 | 2018 | 2200 | Florida Dept. of Transportation |
| 38 | 2018 | 1000 | Florida Dept. of Transportation |
| 39 | 2018 | 1600 | Florida Dept. of Transportation |
| 40 | 2018 | 1400 | Florida Dept. of Transportation |
| 41 | 2018 | 1100 | Florida Dept. of Transportation |
| 42 | 2018 | 1300 | Florida Dept. of Transportation |
| 43 | 2018 | 1700 | Florida Dept. of Transportation |
| 44 | 2018 | 1900 | Florida Dept. of Transportation |
| 45 | 2018 | 1500 | Florida Dept. of Transportation |
| 46 | 2018 | 1200 | Florida Dept. of Transportation |
| 47 | 2018 | 1800 | Florida Dept. of Transportation |
| 48 | 2018 | 2200 | Florida Dept. of Transportation |
| 49 | 2018 | 1000 | Florida Dept. of Transportation |
| 50 | 2018 | 1600 | Florida Dept. of Transportation |



Development Program

| Lot | Area | Use | Notes |
|-----|------|-------------|-------|
| 1 | 1.2 | Residential | |
| 2 | 1.5 | Residential | |
| 3 | 1.8 | Residential | |
| 4 | 2.1 | Residential | |
| 5 | 2.4 | Residential | |
| 6 | 2.7 | Residential | |
| 7 | 3.0 | Residential | |
| 8 | 3.3 | Residential | |
| 9 | 3.6 | Residential | |
| 10 | 3.9 | Residential | |
| 11 | 4.2 | Residential | |
| 12 | 4.5 | Residential | |
| 13 | 4.8 | Residential | |
| 14 | 5.1 | Residential | |
| 15 | 5.4 | Residential | |
| 16 | 5.7 | Residential | |
| 17 | 6.0 | Residential | |
| 18 | 6.3 | Residential | |
| 19 | 6.6 | Residential | |
| 20 | 6.9 | Residential | |
| 21 | 7.2 | Residential | |
| 22 | 7.5 | Residential | |
| 23 | 7.8 | Residential | |
| 24 | 8.1 | Residential | |
| 25 | 8.4 | Residential | |
| 26 | 8.7 | Residential | |
| 27 | 9.0 | Residential | |
| 28 | 9.3 | Residential | |
| 29 | 9.6 | Residential | |
| 30 | 9.9 | Residential | |
| 31 | 10.2 | Residential | |
| 32 | 10.5 | Residential | |
| 33 | 10.8 | Residential | |
| 34 | 11.1 | Residential | |
| 35 | 11.4 | Residential | |
| 36 | 11.7 | Residential | |
| 37 | 12.0 | Residential | |
| 38 | 12.3 | Residential | |
| 39 | 12.6 | Residential | |
| 40 | 12.9 | Residential | |
| 41 | 13.2 | Residential | |
| 42 | 13.5 | Residential | |
| 43 | 13.8 | Residential | |
| 44 | 14.1 | Residential | |
| 45 | 14.4 | Residential | |
| 46 | 14.7 | Residential | |
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| 49 | 15.6 | Residential | |
| 50 | 15.9 | Residential | |
| 51 | 16.2 | Residential | |
| 52 | 16.5 | Residential | |
| 53 | 16.8 | Residential | |
| 54 | 17.1 | Residential | |
| 55 | 17.4 | Residential | |
| 56 | 17.7 | Residential | |
| 57 | 18.0 | Residential | |
| 58 | 18.3 | Residential | |
| 59 | 18.6 | Residential | |
| 60 | 18.9 | Residential | |
| 61 | 19.2 | Residential | |
| 62 | 19.5 | Residential | |
| 63 | 19.8 | Residential | |
| 64 | 20.1 | Residential | |
| 65 | 20.4 | Residential | |
| 66 | 20.7 | Residential | |
| 67 | 21.0 | Residential | |
| 68 | 21.3 | Residential | |
| 69 | 21.6 | Residential | |
| 70 | 21.9 | Residential | |
| 71 | 22.2 | Residential | |
| 72 | 22.5 | Residential | |
| 73 | 22.8 | Residential | |
| 74 | 23.1 | Residential | |
| 75 | 23.4 | Residential | |
| 76 | 23.7 | Residential | |
| 77 | 24.0 | Residential | |
| 78 | 24.3 | Residential | |
| 79 | 24.6 | Residential | |
| 80 | 24.9 | Residential | |
| 81 | 25.2 | Residential | |
| 82 | 25.5 | Residential | |
| 83 | 25.8 | Residential | |
| 84 | 26.1 | Residential | |
| 85 | 26.4 | Residential | |
| 86 | 26.7 | Residential | |
| 87 | 27.0 | Residential | |
| 88 | 27.3 | Residential | |
| 89 | 27.6 | Residential | |
| 90 | 27.9 | Residential | |
| 91 | 28.2 | Residential | |
| 92 | 28.5 | Residential | |
| 93 | 28.8 | Residential | |
| 94 | 29.1 | Residential | |
| 95 | 29.4 | Residential | |
| 96 | 29.7 | Residential | |
| 97 | 30.0 | Residential | |
| 98 | 30.3 | Residential | |
| 99 | 30.6 | Residential | |
| 100 | 30.9 | Residential | |

Summary

| Lot | Area | Use | Notes |
|-----|------|-------------|-------|
| 1 | 1.2 | Residential | |
| 2 | 1.5 | Residential | |
| 3 | 1.8 | Residential | |
| 4 | 2.1 | Residential | |
| 5 | 2.4 | Residential | |
| 6 | 2.7 | Residential | |
| 7 | 3.0 | Residential | |
| 8 | 3.3 | Residential | |
| 9 | 3.6 | Residential | |
| 10 | 3.9 | Residential | |
| 11 | 4.2 | Residential | |
| 12 | 4.5 | Residential | |
| 13 | 4.8 | Residential | |
| 14 | 5.1 | Residential | |
| 15 | 5.4 | Residential | |
| 16 | 5.7 | Residential | |
| 17 | 6.0 | Residential | |
| 18 | 6.3 | Residential | |
| 19 | 6.6 | Residential | |
| 20 | 6.9 | Residential | |
| 21 | 7.2 | Residential | |
| 22 | 7.5 | Residential | |
| 23 | 7.8 | Residential | |
| 24 | 8.1 | Residential | |
| 25 | 8.4 | Residential | |
| 26 | 8.7 | Residential | |
| 27 | 9.0 | Residential | |
| 28 | 9.3 | Residential | |
| 29 | 9.6 | Residential | |
| 30 | 9.9 | Residential | |
| 31 | 10.2 | Residential | |
| 32 | 10.5 | Residential | |
| 33 | 10.8 | Residential | |
| 34 | 11.1 | Residential | |
| 35 | 11.4 | Residential | |
| 36 | 11.7 | Residential | |
| 37 | 12.0 | Residential | |
| 38 | 12.3 | Residential | |
| 39 | 12.6 | Residential | |
| 40 | 12.9 | Residential | |
| 41 | 13.2 | Residential | |
| 42 | 13.5 | Residential | |
| 43 | 13.8 | Residential | |
| 44 | 14.1 | Residential | |
| 45 | 14.4 | Residential | |
| 46 | 14.7 | Residential | |
| 47 | 15.0 | Residential | |
| 48 | 15.3 | Residential | |
| 49 | 15.6 | Residential | |
| 50 | 15.9 | Residential | |
| 51 | 16.2 | Residential | |
| 52 | 16.5 | Residential | |
| 53 | 16.8 | Residential | |
| 54 | 17.1 | Residential | |
| 55 | 17.4 | Residential | |
| 56 | 17.7 | Residential | |
| 57 | 18.0 | Residential | |
| 58 | 18.3 | Residential | |
| 59 | 18.6 | Residential | |
| 60 | 18.9 | Residential | |
| 61 | 19.2 | Residential | |
| 62 | 19.5 | Residential | |
| 63 | 19.8 | Residential | |
| 64 | 20.1 | Residential | |
| 65 | 20.4 | Residential | |
| 66 | 20.7 | Residential | |
| 67 | 21.0 | Residential | |
| 68 | 21.3 | Residential | |
| 69 | 21.6 | Residential | |
| 70 | 21.9 | Residential | |
| 71 | 22.2 | Residential | |
| 72 | 22.5 | Residential | |
| 73 | 22.8 | Residential | |
| 74 | 23.1 | Residential | |
| 75 | 23.4 | Residential | |
| 76 | 23.7 | Residential | |
| 77 | 24.0 | Residential | |
| 78 | 24.3 | Residential | |
| 79 | 24.6 | Residential | |
| 80 | 24.9 | Residential | |
| 81 | 25.2 | Residential | |
| 82 | 25.5 | Residential | |
| 83 | 25.8 | Residential | |
| 84 | 26.1 | Residential | |
| 85 | 26.4 | Residential | |
| 86 | 26.7 | Residential | |
| 87 | 27.0 | Residential | |
| 88 | 27.3 | Residential | |
| 89 | 27.6 | Residential | |
| 90 | 27.9 | Residential | |
| 91 | 28.2 | Residential | |
| 92 | 28.5 | Residential | |
| 93 | 28.8 | Residential | |
| 94 | 29.1 | Residential | |
| 95 | 29.4 | Residential | |
| 96 | 29.7 | Residential | |
| 97 | 30.0 | Residential | |
| 98 | 30.3 | Residential | |
| 99 | 30.6 | Residential | |
| 100 | 30.9 | Residential | |

Overall units approved @ 2200, from this page of LUP.

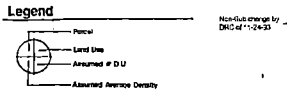
EastWood
Orange County, Florida

Land Use Plan

PLANNED BY
BCC COA 18, JUNE
8, 1993

RECEIVED
JUL 23 1993
PUBLIC WORKS
ENGINEERING
SECTION

Revised 7/20/93
January 19, 1993
Sheet 4 of 7



DATE: FOR: ISSUED

| DATE | FOR | ISSUED |
|------------|----------------------|--------|
| 01.23.2019 | PD REZONING APPROVAL | |
| 03.07.2019 | PD REZONING APPROVAL | |
| 05.16.2019 | PD REZONING APPROVAL | |
| 05.29.2019 | PD REZONING APPROVAL | |
| 07.15.2019 | PD REZONING APPROVAL | |
| 08.23.2019 | PD REZONING APPROVAL | |
| 10.02.2019 | PD REZONING APPROVAL | |
| 02.18.2020 | PD REZONING APPROVAL | |
| 02.25.2020 | PD REZONING REV | |
| 04.10.2020 | PD REZONING REV | |
| 04.14.2020 | PD REZONING REV | |
| 04.18.2020 | PD REZONING REV | |
| 04.26.2020 | PD REZONING REV | |
| 06.04.2020 | PD REZONING REV | |
| 06.25.2020 | PD REZONING REV | |
| 07.07.2020 | PD REZONING REV | |
| 07.08.2020 | PD REZONING REV | |

EASTWOOD PD
ORANGE COUNTY,
FLORIDA

KEY PLAN



JOB NO.:

DESIGNED BY:

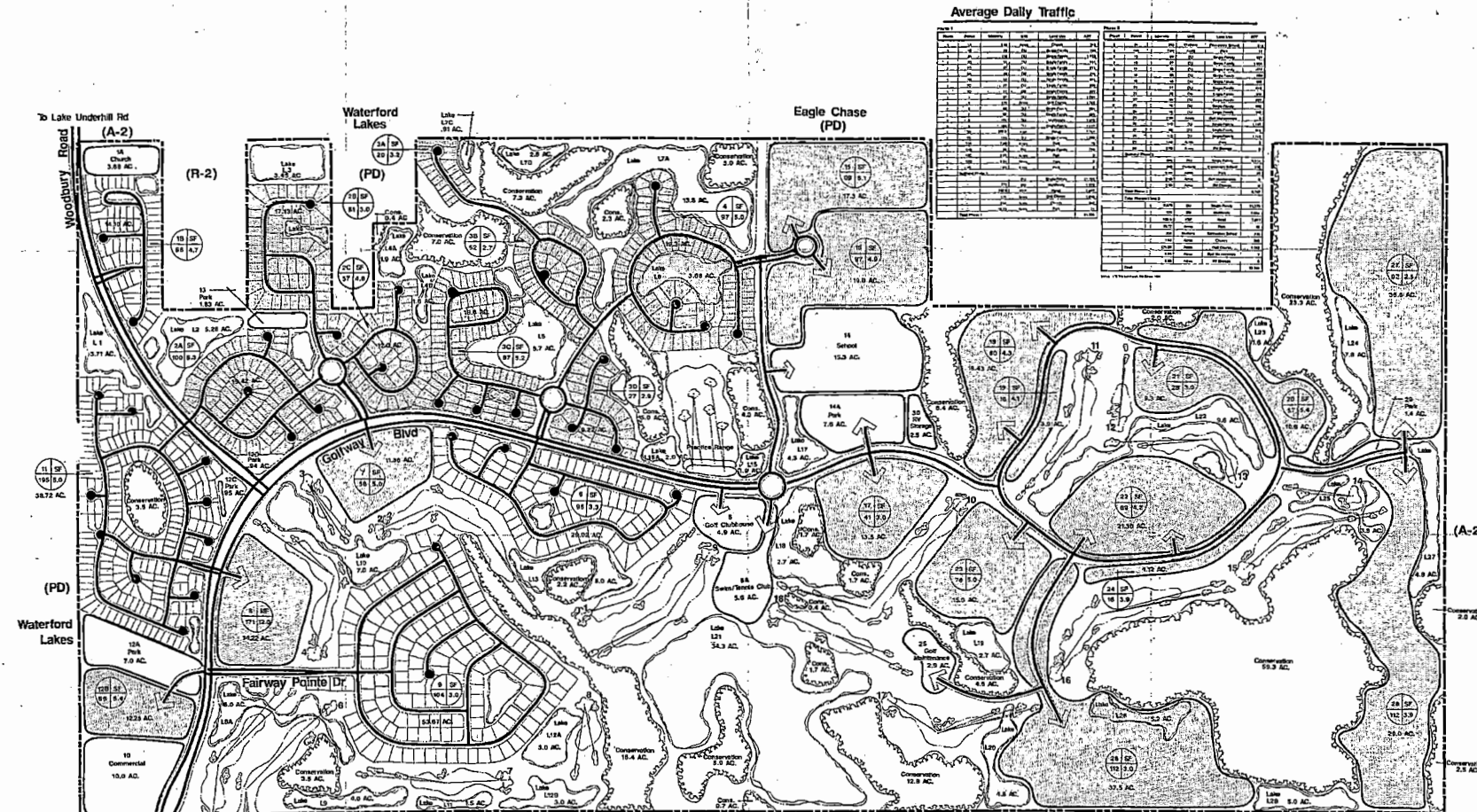
DRAWN BY:

CHECKED BY:

PROJECT APPROVAL:

TITLE
REVISED 1/6/94
LAND USE
PLAN

SHEET NO.



Average Daily Traffic

| Year | Month | Day | Hour | ADT |
|------|-------|-----|---------|-----|
| 1993 | Jan | 1 | 7-9 AM | 100 |
| 1993 | Jan | 1 | 12-2 PM | 100 |
| 1993 | Jan | 1 | 5-7 PM | 100 |
| 1993 | Jan | 1 | 8-11 PM | 100 |
| 1993 | Jan | 1 | 12-2 PM | 100 |
| 1993 | Jan | 1 | 5-7 PM | 100 |
| 1993 | Jan | 1 | 8-11 PM | 100 |
| 1993 | Jan | 1 | 12-2 PM | 100 |
| 1993 | Jan | 1 | 5-7 PM | 100 |
| 1993 | Jan | 1 | 8-11 PM | 100 |

Development Program

| Parcel | Area | Use | Notes |
|--------|------|-------------|-------|
| 1 | 1.1 | Residential | |
| 2 | 1.2 | Residential | |
| 3 | 1.3 | Residential | |
| 4 | 1.4 | Residential | |
| 5 | 1.5 | Residential | |
| 6 | 1.6 | Residential | |
| 7 | 1.7 | Residential | |
| 8 | 1.8 | Residential | |
| 9 | 1.9 | Residential | |
| 10 | 2.0 | Residential | |
| 11 | 2.1 | Residential | |
| 12 | 2.2 | Residential | |
| 13 | 2.3 | Residential | |
| 14 | 2.4 | Residential | |
| 15 | 2.5 | Residential | |
| 16 | 2.6 | Residential | |
| 17 | 2.7 | Residential | |
| 18 | 2.8 | Residential | |
| 19 | 2.9 | Residential | |
| 20 | 3.0 | Residential | |
| 21 | 3.1 | Residential | |
| 22 | 3.2 | Residential | |
| 23 | 3.3 | Residential | |
| 24 | 3.4 | Residential | |
| 25 | 3.5 | Residential | |
| 26 | 3.6 | Residential | |
| 27 | 3.7 | Residential | |
| 28 | 3.8 | Residential | |
| 29 | 3.9 | Residential | |
| 30 | 4.0 | Residential | |
| 31 | 4.1 | Residential | |
| 32 | 4.2 | Residential | |
| 33 | 4.3 | Residential | |
| 34 | 4.4 | Residential | |
| 35 | 4.5 | Residential | |
| 36 | 4.6 | Residential | |
| 37 | 4.7 | Residential | |
| 38 | 4.8 | Residential | |
| 39 | 4.9 | Residential | |
| 40 | 5.0 | Residential | |
| 41 | 5.1 | Residential | |
| 42 | 5.2 | Residential | |
| 43 | 5.3 | Residential | |
| 44 | 5.4 | Residential | |
| 45 | 5.5 | Residential | |
| 46 | 5.6 | Residential | |
| 47 | 5.7 | Residential | |
| 48 | 5.8 | Residential | |
| 49 | 5.9 | Residential | |
| 50 | 6.0 | Residential | |
| 51 | 6.1 | Residential | |
| 52 | 6.2 | Residential | |
| 53 | 6.3 | Residential | |
| 54 | 6.4 | Residential | |
| 55 | 6.5 | Residential | |
| 56 | 6.6 | Residential | |
| 57 | 6.7 | Residential | |
| 58 | 6.8 | Residential | |
| 59 | 6.9 | Residential | |
| 60 | 7.0 | Residential | |
| 61 | 7.1 | Residential | |
| 62 | 7.2 | Residential | |
| 63 | 7.3 | Residential | |
| 64 | 7.4 | Residential | |
| 65 | 7.5 | Residential | |
| 66 | 7.6 | Residential | |
| 67 | 7.7 | Residential | |
| 68 | 7.8 | Residential | |
| 69 | 7.9 | Residential | |
| 70 | 8.0 | Residential | |
| 71 | 8.1 | Residential | |
| 72 | 8.2 | Residential | |
| 73 | 8.3 | Residential | |
| 74 | 8.4 | Residential | |
| 75 | 8.5 | Residential | |
| 76 | 8.6 | Residential | |
| 77 | 8.7 | Residential | |
| 78 | 8.8 | Residential | |
| 79 | 8.9 | Residential | |
| 80 | 9.0 | Residential | |
| 81 | 9.1 | Residential | |
| 82 | 9.2 | Residential | |
| 83 | 9.3 | Residential | |
| 84 | 9.4 | Residential | |
| 85 | 9.5 | Residential | |
| 86 | 9.6 | Residential | |
| 87 | 9.7 | Residential | |
| 88 | 9.8 | Residential | |
| 89 | 9.9 | Residential | |
| 90 | 10.0 | Residential | |
| 91 | 10.1 | Residential | |
| 92 | 10.2 | Residential | |
| 93 | 10.3 | Residential | |
| 94 | 10.4 | Residential | |
| 95 | 10.5 | Residential | |
| 96 | 10.6 | Residential | |
| 97 | 10.7 | Residential | |
| 98 | 10.8 | Residential | |
| 99 | 10.9 | Residential | |
| 100 | 11.0 | Residential | |

Summary

| Category | Area | Notes |
|-------------|------|-------|
| Residential | 11.0 | |
| Commercial | 0.0 | |
| Industrial | 0.0 | |
| Other | 0.0 | |
| Total | 11.0 | |

Notes: Parcels where screen rooms may extend 10' into the 10' rear yard setback.

In accordance with Section 207.054 and Article 5, Section 33.1 of the Orange County Official Development Code, screen rooms which are attached to the principal structure may extend seven and one-half (7.5) feet from the 10-foot (10') rear yard setback to other parcels abutting on the Land Use Plan.

EastWood
Orange County, Florida

SEE JULY 29, 1993 PLAN

Land Use Plan

REVISED 1/6/94
JANUARY 19, 1993
Sheet 4 of 7

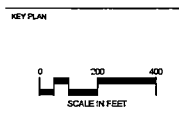
Legend

- Parcel
- Land Use
- Assumed P.D.U.
- Assumed Average Density

ISSUED

| DATE | FOR: |
|------------|----------------------|
| 01.13.2018 | PD REZONING APPROVAL |
| 03.07.2018 | PD REZONING APPROVAL |
| 03.16.2018 | PD REZONING APPROVAL |
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| 03.19.2020 | PD REZONING APPROVAL |
| 02.25.2020 | PD REZONING REV |
| 04.10.2020 | PD REZONING APPROVAL |
| 04.14.2020 | PD REZONING REV |
| 04.15.2020 | PD REZONING REV |
| 04.29.2020 | PD REZONING REV |
| 06.24.2020 | PD REZONING REV |
| 08.30.2020 | PD REZONING REV |
| 07.03.2020 | PD REZONING REV |
| 07.07.2020 | PD REZONING REV |
| 07.08.2020 | PD REZONING REV |

EASTWOOD PD
ORANGE COUNTY,
FLORIDA

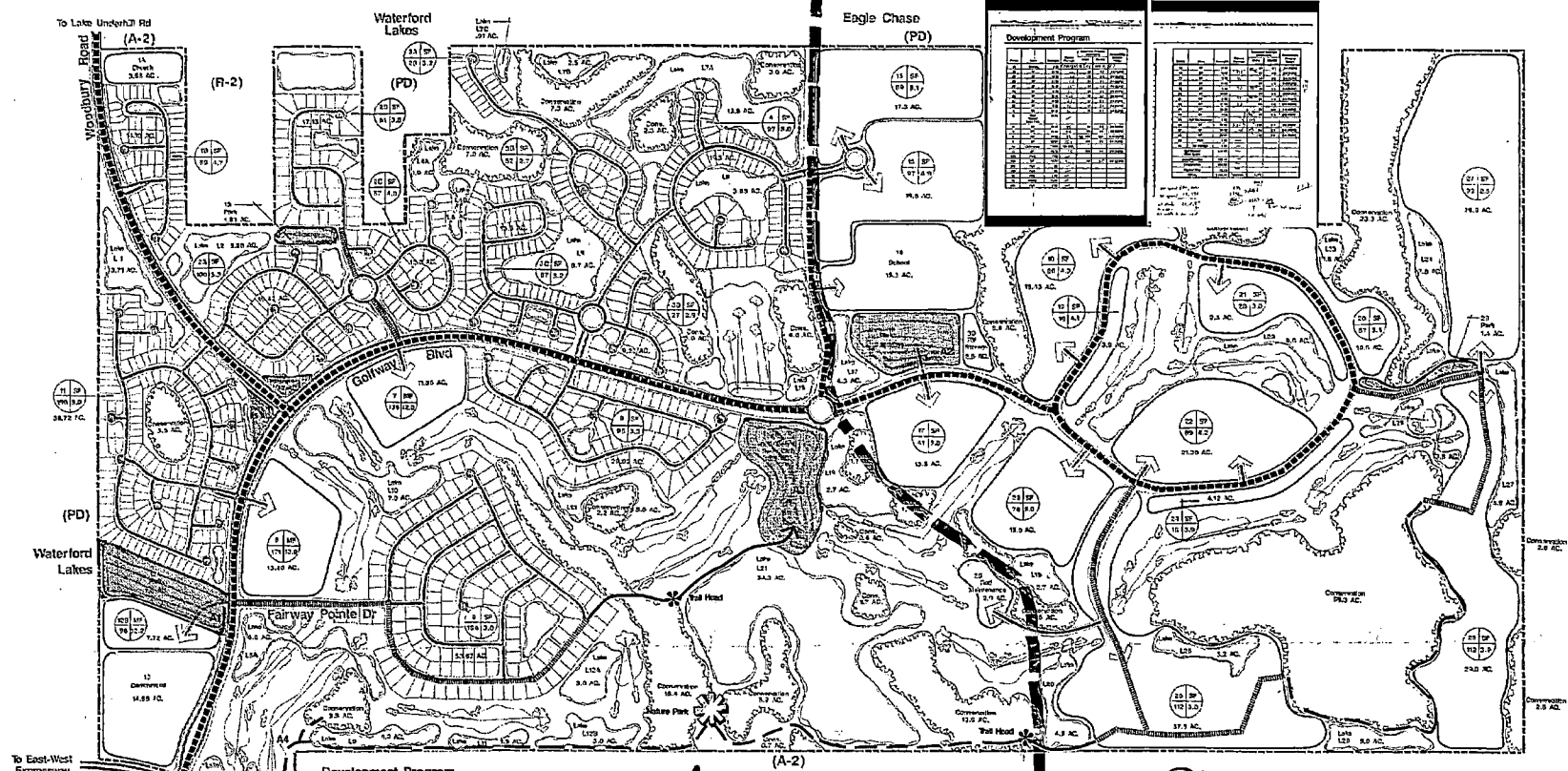


JOB NO.:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
PROJECT APPROVAL:

TITLE
1993
PHASE
PLAN

SHEET NO.
05

Phase 1 **Phase 2**



Development Program

| Lot # | Area (AC) | Phase | Notes |
|-------|-----------|-------|-------|
| 1 | 1.1 | 1 | |
| 2 | 1.1 | 1 | |
| 3 | 1.1 | 1 | |
| 4 | 1.1 | 1 | |
| 5 | 1.1 | 1 | |
| 6 | 1.1 | 1 | |
| 7 | 1.1 | 1 | |
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| 10 | 1.1 | 1 | |
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| 14 | 1.1 | 1 | |
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| 34 | 1.1 | 1 | |
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| 89 | 1.1 | 1 | |
| 90 | 1.1 | 1 | |
| 91 | 1.1 | 1 | |
| 92 | 1.1 | 1 | |
| 93 | 1.1 | 1 | |
| 94 | 1.1 | 1 | |
| 95 | 1.1 | 1 | |
| 96 | 1.1 | 1 | |
| 97 | 1.1 | 1 | |
| 98 | 1.1 | 1 | |
| 99 | 1.1 | 1 | |
| 100 | 1.1 | 1 | |

Phase 1 **Phase 2**

- Legend
- Community Nature Trail
 - Commuter Bike Path
 - Recreational Bike Path
 - Trail Head
 - Park
 - Pedestrian/Bike Path
- Legend
- Parcel
 - Line Style
 - Contour of DTM
 - Assumed Average Density

EastWood
Orange County, Florida

Parks Master Plan

January 19, 1993 Sheet 5 of 7

Notice was given that the Board of County Commissioners would hold a public hearing to consider the request of Dennis Quinn, "Deer Run South" for a change in zoning classification from A-2 to P-D and Land Use Approval for mixed use development on the following described property:

November 24, 1986

1. Development shall conform to the Land Use Plan dated "Received September 15, 1986 - Public Works and Development". Development based upon this approval shall comply with all other applicable Federal, State and County laws, ordinances and regulations, which are incorporated herein by reference, except to the extent they are expressly waived or modified by these conditions or by action of Orange County.

2. Prior to approval of any construction activities, final determination of the significance and limits of all Conservation Areas shall be made by the Planning and Environmental Protection Departments, including precise flagging and surveying of the Conservation Areas. The applicant should be aware that this may result in a reduction and/or reconfiguration of some of the developable area depicted on the Land Use Plan. Limits of any designated Conservation Areas must be flagged in a clear and obvious manner before and during the clearing process. Development rights for the designated Conservation Areas shall be dedicated to Orange County, except portions of Conservation Areas incorporated in the approved stormwater management plan, or for any uses of modifications as allowed by Orange County.

3. Prior to approval of any construction activities, an analysis of this project site shall be conducted by the Developer to assess the presence of the Red-Cockaded Woodpecker. Said analysis shall be submitted to the Orange County Planning and Environmental Protection Departments for review and approval. In the event the Red-Cockaded Woodpecker is found on the site and cavity trees are proposed to be removed, then a management program and mitigation plan shall be prepared by the Developer and submitted for review and approval by appropriate County, State, and Federal agencies prior to Development Plan submittal.

4. The determination of provision of access to any out-parcels shall be made at the time of Development/ Subdivision Plan submittal for the affected parcels of the P-D.

5. Landscape buffer requirements shall be determined at development plan approval stage.

6. No more than ten percent of Parcel #10 (Commercial) shall develop prior to development of fifty percent (50%) of the residential parcels. A Development Plan identifying recreation uses for Parcel #12 shall be submitted concurrently with Development Plan submittal for the first residential parcel.

7. Recreation facilities in Parcel #12 shall be planned and phasing plan submitted prior to issuance of the first Certificate of Occupancy for the first residential parcel development.

8. Written verification shall be submitted from the School Board, prior to any Development Plan submittal, that a school site is not required for this project, or that an acceptable alternate agreement is reached between the School Board and the developer.

9. Portable signs and billboards shall be prohibited. Only the signage described and submitted with the required Development Plan submittal Sign Plan will be allowed.

10. Woodbury Road shall be paved as two lanes from Lake Underhill Drive south to connect to Street 11A for exceeding twenty-five percent (25%) of the residential units of the development of the project, to State Road 50 prior to exceeding fifty percent (50%) of the residential units in the development.

11. Provide southbound left turn lane and northbound right turn lane on Alafaya Trail, and two outbound and one inbound lane on Street 11A. Developer shall pay pro-rata share based on projected traffic, exclusive of Alafaya Trail traffic, for full intersection signalization when warrants are met.

12. Provide eastbound right turn lane on Lake Underhill Drive, two outbound and one inbound lane on Woodbury. At the same time, developer shall pay its pro-rata share based on projected traffic against total traffic for full signalization when warrants are met.

13. Developer shall obtain water service from Orange County, subject to County Resolutions and Ordinances.

14. There is no capacity presently available at the wastewater treatment plant serving this area. The Developer shall participate in the upcoming sale of wastewater capacity for the Eastern Plant Phase III and future sales for subsequent phases. Capacity shall be obtained subject to County Rules, Regulations and Ordinances as amended.

15. If an interim wastewater treatment plant is to be utilized, the following additional conditions shall apply: a. Prior to construction of the interim wastewater facilities, the Developer shall file an application and obtain an Orange County Wastewater Permit from the Orange County Environmental Protection Department pursuant to the Orange County Water Quality Rules and Chapter 67-1830, Laws of Florida (1987).

b. Prior to construction of the interim facilities, the Developer shall file an application and obtain an Orange County Utility Facility Permit from the County pursuant to the Orange County Water and Wastewater Facilities Permit Rules.

c. The Developer shall participate in future wastewater service capacity sales for wastewater service capacity in any County regional, subregional or area-wide central sewerage plant, which the County determines will serve the property for which the interim wastewater facility is designed. When the total capacity purchased equals the capacity of the interim facilities, Developer will at his expense connect to the regional, subregional or area-wide central sewerage plant.

d. The capacity of the interim wastewater treatment facility shall not exceed 450,000 GPD.

e. Until the Developer has purchased wastewater service capacity in accordance with (c) above, the Developer shall pay all applicable sewer capital charges prior to the issuance of building permits for any structures to be constructed and connected to the interim wastewater facility.

f. Any interim wastewater facility to be permitted and constructed shall be owned and operated by one owner of mandatory owner's association, who shall be the same person or entity who owns the property served by the interim facility. Only one (1) interim facility shall be permitted for the entire project. Orange County will not own the P-D wastewater collection system while said facility is connected to the interim wastewater treatment plant, unless the Developer and County reach agreement in the Utility Facilities Agreement regarding maintenance costs for such collection system.

g. The Developer shall execute an Interim wastewater facilities agreement with the County providing terms and conditions acceptable to the County Attorney and the County, and which incorporate substantially the above conditions.

h. Approval constitutes only land use approval for the use of the land for an interim wastewater facility and shall not be construed as granting any vested right to the Developer or act as an estoppel against the County in the enforcement of other applicable County Rules, Regulations, Laws, Ordinances and Resolutions.

i. Prior to any development plan approval, a Master Plan for the Water and Wastewater System shall be submitted to the Public Utilities Division. The Master Plan shall include preliminary calculations.

PUBLIC HEARING DENNIS QUINN, "DEER RUN SOUTH II" (COMMISSION CALLED - P & Z

September 21, 1987

Upon a motion by Commissioner Treadway, seconded by Commissioner Marston, and carried with all commissioners present and voting AYE, the Commission approved the request of Dennis Quinn, "Deer Run South II" for a change in zoning classification from A-2 to P-D (due to an omission of this portion of the legal description in the original approval 10/16/87) and land use approval for park and commercial on the above described property, subject to the following conditions:

1. Development shall conform to the Land Use Plan dated "Received September 15, 1986 Public Works and Development". Development based upon this approval shall comply with all other applicable Federal, State and County laws, ordinances and regulations, which are incorporated herein by reference, except to the extent they are expressly waived or modified by these conditions or by action of Orange County.

2. Prior to approval of any construction activities, final determination of the significance and limits of all Conservation Areas shall be made by the Planning and Environmental Protection Departments, including precise flagging and surveying of the Conservation Areas. The applicant should be aware that this may result in a reduction and/or reconfiguration of some of the developable area depicted on the Land Use Plan. Limits of any designated Conservation Areas must be flagged in a clear and obvious manner before and during the clearing process. Development rights for the designated Conservation Areas shall be dedicated to Orange County, except portions of Conservation Areas Incorporated in the approved stormwater management plan, or for any uses or modifications as allowed by Orange County.

3. Prior to approval of any construction activities, an analysis of this project site shall be conducted by the Developer to assess the presence of the Red-Cockaded Woodpecker. Said analysis shall be submitted to the Orange County Planning and Environmental Protection Departments for review and approval. In the event the Red-Cockaded Woodpecker is found on the site and cavity trees are proposed to be removed, then a management program and mitigation plan shall be prepared by the Developer and submitted for review and approval by appropriate County, State, and Federal agencies prior to Development Plan submittal.

4. The determination of provisions of access to any out-parcels shall be made at the time of Development/ Subdivision Plan submittal for the affected parcels of the P-D.

5. Landscape buffer requirements shall be determined at development plan approval stage.

6. No more than ten percent of Parcel #10 (Commercial) shall develop prior to development of fifty percent (50%) of the residential parcels. A Development Plan identifying recreation uses for Parcel #12 shall be submitted concurrently with Development Plan submittal for the first residential parcel.

7. Recreation facilities in Parcel #12 shall be planned and phasing plan submitted prior to issuance of the first Certificate of Occupancy for the first residential parcel development.

8. Written verification shall be submitted from the School Board, prior to any Development Plan submittal, that a school site is not required for this project, or that an acceptable alternate agreement is reached between the School Board and the developer.

9. Portable signs and billboards shall be prohibited. Only the signage described and submitted with the required Development Plan submittal Sign Plan will be allowed.

10. Woodbury Road shall be paved as two lanes from Lake Underhill Drive south to connect to Street 11A for exceeding twenty-five percent (25%) of the residential units of the development of the project, to State Road 50 prior to exceeding fifty percent (50%) of the residential units in the development.

11. Provide southbound left turn lane and northbound right turn lane on Alafaya Trail, and two outbound and one inbound lane on Street 11A. Developer shall pay pro-rata share based on projected traffic, exclusive of Alafaya Trail traffic, for full intersection signalization when warrants are met.

12. Provide eastbound right turn lane on Lake Underhill Drive, two outbound and one inbound lane on Woodbury. At the same time, developer shall pay its pro-rata share based on projected traffic against total traffic for full signalization when warrants are met.

13. Developer shall obtain water service from Orange County, subject to County Resolutions and Ordinances.

14. There is no capacity presently available at the wastewater treatment plant serving this area. The Developer shall participate in the upcoming sale of wastewater capacity for the Eastern Plant Phase III and future sales for subsequent phases. Capacity shall be obtained subject to County Rules, Regulations and Ordinances as amended.

15. If an interim wastewater treatment plant is to be utilized, the following additional conditions shall apply: a. Prior to construction of the interim wastewater facilities, the Developer shall file an application and obtain an Orange County Wastewater Permit from the Orange County Environmental Protection Department pursuant to the Orange County Water Quality Rules and Chapter 67-1830, Laws of Florida (1987).

b. Prior to construction of the interim facilities, the Developer shall file an application and obtain an Orange County Utility Facility Permit from the County pursuant to the Orange County Water and Wastewater Facilities Permit Rules.

c. The capacity of the interim wastewater treatment facility shall not exceed 450,000 GPD.

d. Until the Developer has purchased wastewater service capacity in accordance with (c) above, the Developer shall pay all applicable sewer capital charges prior to the issuance of building permits for any structures to be constructed and connected to the interim wastewater facility.

e. Any interim wastewater facility to be permitted and constructed shall be owned and operated by one owner of mandatory owner's association, who shall be the same person or entity who owns the property served by the interim facility. Only one (1) interim facility shall be permitted for the entire project. Orange County will not own the P-D wastewater collection system while said facility is connected to the interim wastewater treatment plant, unless the Developer and County reach agreement in the Utility Facilities Agreement regarding maintenance costs for such collection system.

f. The Developer shall execute an Interim wastewater facilities agreement with the County providing terms and conditions acceptable to the County Attorney and the County, and which incorporate substantially the above conditions.

g. Approval constitutes only land use approval for the use of the land for an interim wastewater facility and shall not be construed as granting any vested right to the Developer or act as an estoppel against the County in the enforcement of other applicable County Rules, Regulations, Laws, Ordinances and Resolutions.

h. Prior to any development plan approval, a Master Plan for the water and wastewater System shall be submitted to the Public Utilities Division. The Master Plan shall include preliminary calculations.

PUBLIC HEARING - BOARD CALLED - APPLICANT: DRS LIMITED, "EASTWOOD II" (P-D) PLANNING AND ZONING COMMISSION MEETING - MARCH 28, 1993 II (CONTINUED FROM MAY 18, 1993) - DISTRICT #4

June 8, 1993

Motion Upon a motion by commissioner pigione, seconded by Commissioner Johnson, and carried with County Chairman Chapin and commissioners Freeman, staley, Johnson, pigione, and Butler voting AYE by voice vote; commissioner Donegan voting NO by voice vote; the Board approved the request of DRS Limited, "Eastwood PD", for a change in zoning classification from A-2 to PD and to amend the Land Use Plan for a mixed use project on the above described property subject to the following conditions:

1. Development shall conform to the Eastwood PD Plan dated, received January 25, 1993 and to the following conditions, comply with all other applicable federal, state, and county laws, ordinances and regulations, which are incorporated heretby by reference, except to the extent (the applicable laws, ordinances, and regulations) are expressly waived or modified by these conditions, or by action approved by the Orange county Board of county Commissioners, or by action of the Board of County Commissioners.

2. Final construction plans will not be approved until it has been demonstrated that the wet season water table is at a minimum of 12 inches below the bottom of the base of the road system, i.e., only the lake system construction plans: can be approved until actual logs of water table a minimum of 12 inches below bottom of base road system.

3. All conservation areas must be owned and maintained all homeowners' association with development rights dedicated to Orange county.

4. Parks on Parcel 12A shall be built by the issuance of the 250th certificate of occupancy. The 7.6 acre park parcel located adjacent to the proposed elementary school site (Parcel 14A) shall be constructed by June 1, 1994.

5. The developer shall obtain wastewater and water service from orange county subject to County, rate resolutions and ordinances. No construction plans will be approved until it capacity has been obtained.

6. Master water and wastewater plans including preliminary calculations shall be required to be submitted for review and approval prior to submission of construction plans.

7. Prior to construction plan approval, the developer shall utilize reclaimed water for landscape and green area irrigation when available.

8. Access to Parcels 12A and 12B shall be separate subject to county engineer's approval.

9. The swim/tennis facilities shall be built by January 1, 1995.

10. Parcel 10, designated for commercial use and located at the intersection of Alafaya Trail and Golfway Boulevard, will be reduced in size from 14.65 acres to 10 acres. The allowable commercial square footage for this parcel will be reduced from 150,382 square feet to 100,000 square feet.

11. Parcel 12B shall be designated for single-family use, rather than for multi-use. 4.65 acres will be added to Parcel 12B to create a single-family parcel that is 12.2 acres with a total maximum of 66 single family dwelling units. Lots in this parcel shall be no less than 50 feet in width and will be developed in a manner similar to the Stonebridge Subdivision.

12. Provide a 90 foot setback along the north property line for Parcel 12A (park site) for all active recreation areas, i.e., volleyball court, tennis courts, baseball field, tot lots, etc. Lighting of the facilities to accommodate nighttime use of the active recreation facility shall not be permitted.

13. Provide a three to four-foot berm along the north property line of Parcel 12A. The berm shall be heavily landscaped as approved by the Planning Department. The landscaping shall include a minimum of four live oak trees each with a minimum four inch caliper measured three feet from the surface per each adjoining lot along the north boundary of the park and a continuous minimum four foot hedge at the time of planting along the northern boundary.

14. To eliminate standing water between the berm and the lots on the north line of Parcel 12A, regarding the berm is required to provide positive flow to discharge stormwater as approved by the County engineer.

15. Hedges, a minimum of six feet in height at the time of planting, shall be provided along the rear of the raequetball courts wall (parcel 12A).

16. The single-family residential area south of Parcel 12A shall not be used for churches or other nonresidential uses. This II will be so noted on the site plan.

17. The applicant is required to submit a revised construction plan that reflects these conditions.

18. The applicant is required to submit a revised land use plan for the entire project incorporating the above conditions.

CHANGE DETERMINATION PUBLIC HEARING - APPLICANT: HAL KANTOR, ESQUIRE, "EASTWOOD PLANNED DEVELOPMENT LAND USE PLAN"; TO EXTEND COMPLETION DATE OF PARK PARCEL 5-A TO JULY 5, 1996 (CONTINUED FROM MARCH 7, 1995); DISTRICT 4

March 21, 1995
Upon a motion by Commissioner Hoenstine, seconded by Commissioner Johnson, and carried with County Chairman Chapin and all commissioners present and voting AYE by voice vote, the Board approved an Easement Agreement between Orange County and the Bengt Corporation; and further, approved the request by Bengt Corporation for the Eastwood Planned Development Land Use Plan to rescind the completion date for Parcel 5A (swim/tennis facility) to January 1, 1996; which constitutes a substantial change to the development on the above-described property.

SUBSTANTIAL CHANGE PUBLIC HEARING - APPLICANT: CHRISTINA DELX, EASTWOOD PLANNED DEVELOPMENT/LAND USE PLAN; AMEND THE LAND USE PLAN; DISTRICT July 1, 1997
Motion Upon a motion by Commissioner Freeman, seconded by Vice-Chairman Hoenstine, and carried with all present members voting AYE by voice vote; County Chairman Chapin was absent; the Board approved the request by Christina Delx, Eastwood Planned Development (PD/LUP), to change approximately 3.75 acres of property from Church use to Daycare (Kids R Kids); which constitutes a substantial change to the development on the above-described property, subject to the following conditions:

1. Dual access to the site shall be provided: [one access onto Woodbury Road and one access onto Woodbury Pines Circle].

2. A six-foot (6') wall shall be provided along the south property line where adjacent to platted lots.

3. And, further, made a finding of consistency with the Comprehensive Policy Plan.

SUBSTANTIAL CHANGE PUBLIC HEARING - APPLICANT: THOMAS WARLUCK, EASTWOOD PLANNED DEVELOPMENT; TO CHANGE ROADWAY IMPROVEMENT REQUIREMENTS; DISTRICT 5

October 7, 1997
Motion Upon a motion by Commissioner Hoenstine, seconded by Commissioner Freeman, and carried with all members present and voting AYE by voice vote, the Board approved the request by Thomas Warluck, Eastwood Planned Development (formerly Deer Run South Planned Development), to change Board of County Commissioners' Condition 4 as recorded in the minutes of April 13, 1987, page 304, which states that the required roadway improvements are to be completed prior to reaching 777 lots; which constitutes a substantial change to the development on the above-described property; further, approved the Developer's Agreement; and further, made a finding of consistency with the Comprehensive Policy Plan.

HDSi

LIBRA

GeoOrbis

| DATE: | ISSUED |
|------------|----------------------|
| EQP: | |
| 01.13.2010 | PD REZONING APPROVAL |
| 03.07.2010 | PD REZONING APPROVAL |
| 04.16.2010 | PD REZONING APPROVAL |
| 05.28.2010 | PD REZONING APPROVAL |
| 07.13.2010 | PD REZONING APPROVAL |
| 08.23.2010 | PD REZONING APPROVAL |
| 10.02.2010 | PD REZONING APPROVAL |
| 01.16.2020 | PD REZONING REV |
| 04.14.2020 | PD REZONING REV |
| 04.13.2020 | PD REZONING REV |
| 04.28.2020 | PD REZONING REV |
| 04.28.2020 | PD REZONING REV |
| 04.28.2020 | PD REZONING REV |
| 06.30.2020 | PD REZONING REV |
| 07.03.2020 | PD REZONING REV |
| 07.07.2020 | PD REZONING REV |

EASTWOOD PD
ORANGE COUNTY,
FLORIDA

KEY PLAN



JOB NO.:

DESIGNED BY:

DRAWN BY:

CHECKED BY:

PROJECT APPROVAL:

TITLE
CONDITIONS
OF
APPROVAL

SHEET NO.

07

EASTWOOD

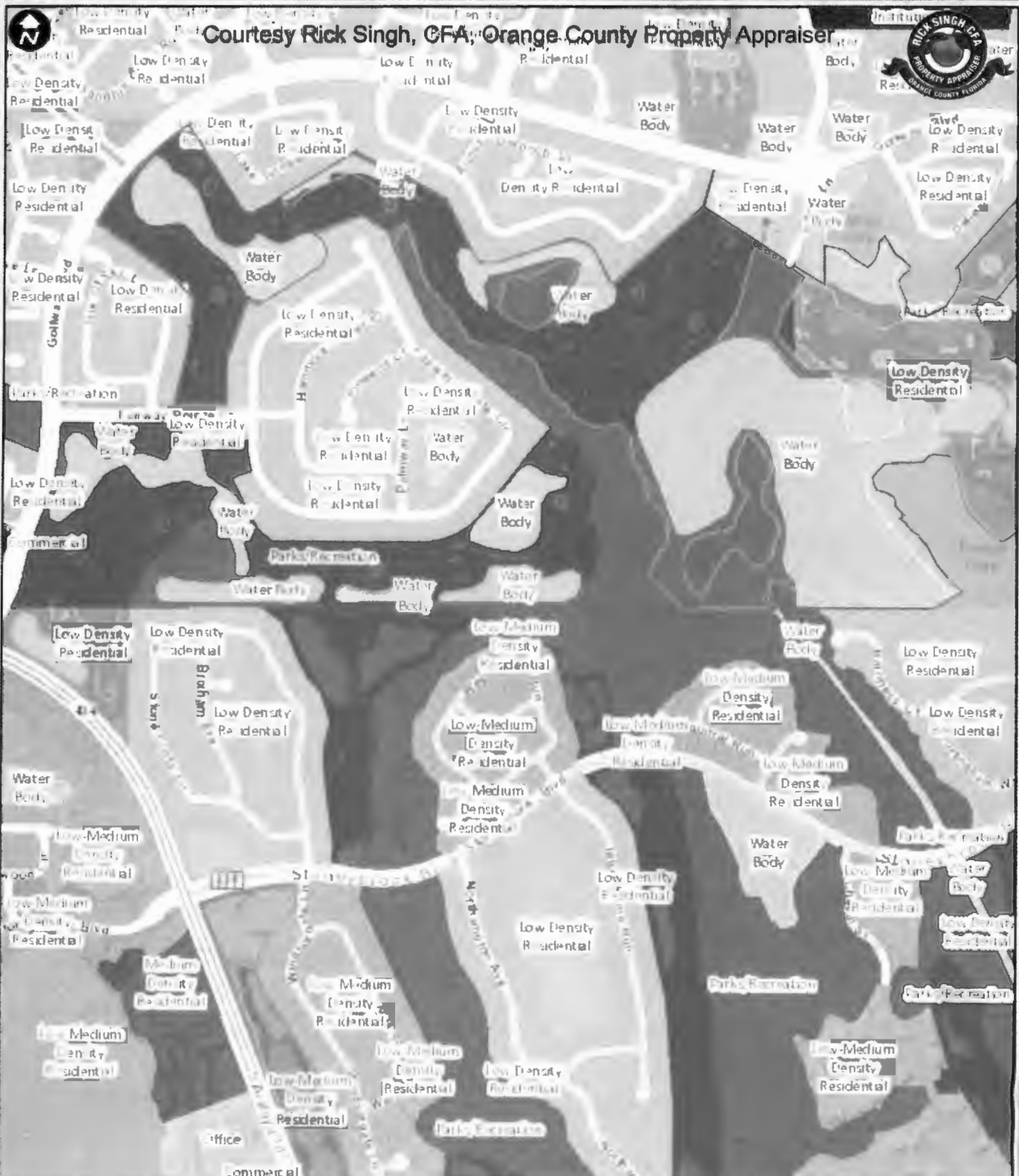
2. Comprehensive Plan Map
 - a. Eastwood Comprehensive Plan Map
 - b. Orange County Property Appraisers Plan Map of Eastwood
 - c. Eastwood Land use Plan Map w/Phases 1, 2 and 3



OCPA Web Map

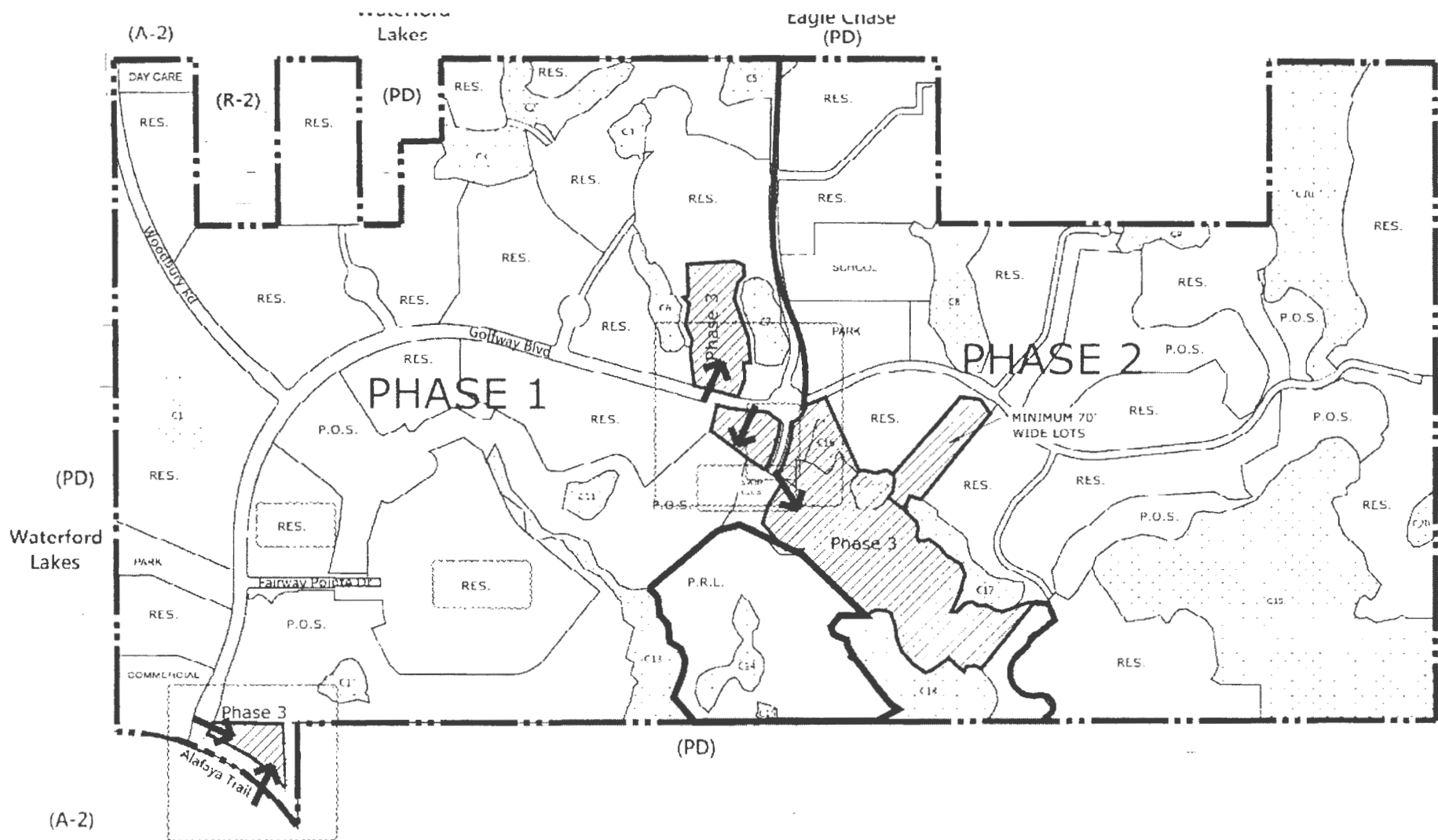
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| | Major Roads | | Proposed Road | | Block Line | | Commercial/Institutional | | Hydro | | Golf Course |
| | Florida Turnpike | | Public Roads | | Lot Line | | Governmental/Institutional/Misc | | Waste Land | | Lakes and Rivers |
| | Interstate 4 | | Gravel Roads | | Rail Road | | Residential | | County Boundary | | Building |
| | Toll Road | | Road Under Construction | | Proposed Sunbelt | | Agriculture | | Parks | | Hospital |

Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 9/8/2020 14:9

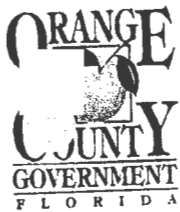
This map is for reference only and is not a survey



EASTWOOD

3. Source of Vested Rights

- a. Letter from Bob Windom with Orange Zoning - 8/6/13
- b. Eastwood Land Use Plan and Application for Eastwood PD and PD Amendments -1/19/93; revised 7/20/93



ZONING DIVISION
MITCH GORDON, Manager
 201 South Rosalind Avenue, 1st Floor • Reply To: Post Office Box 2687 • Orlando, Florida 32802-2687
 407-836-3111 • Fax 407-836-5507
 www.orangecountyfl.net

August 6, 2013

Quang Lam, P.E.
 LAM Civil Engineering, Inc.
 10042 Chesham Drive
 Orlando, FL 32817

Re: Zoning Verification for Property Identified as Eastwood PD,
Parcel I.D #: 35-22-31-1993-04-001 & 35-22-31-1993-00-007 (as per submitted documentation)
Address: 13950 Golfway Blvd. (as per submitted documentation)

Dear Mr. Lam:

I have reviewed your request for zoning verification on the above referenced properties.

This properties are zoned Planned Development (PD) and are located within the Eastwood PD. The approved Land Use Plan (attached) designates uses for these properties as Golf Practice Range and Golf Course. The Orange County Comprehensive Policy Plan Future Land Use Map designates these properties as Low Density Residential and Parks Recreation/Open Space. Therefore, the subject property is consistent with the Comprehensive Policy Plan Future Land Use Map.

The approved LUP allows for a total of 2,320 residential units and 100,000 square feet of commercial (C-1) uses. The number of platted lots within Eastwood are 2,016, leaving a balance of 304 residential units not developed. The commercial uses are allocated to Parcel 10. There are Development Plans approved with 74,176 square feet utilized, leaving 25,824 square feet available on Parcel 10.

To permit multi-family (MF) units on the practice range o a Substantial Change will need to be approved via a public hearing by the Board of County Commissioners (BCC). The BCC will also have to approve any commercial or MF uses on the golf course property. Any transfer of entitlements will also have to be approved.

Please contact Wayne Bennett at 407-836-5624 of the Planning Division to determine if a Comprehensive policy Plan Amendment is necessary to accommodate either or both of your use changes to the properties.

I trust this information will be helpful to you. If you should have additional questions or need further assistance, please call me at (407) 836-9620 or feel free to visit the office.

Sincerely,

Bob Windom, Chief Planner
 Orange County Zoning Division

Tim Boldig
 Assistant Manager

Chief Planners

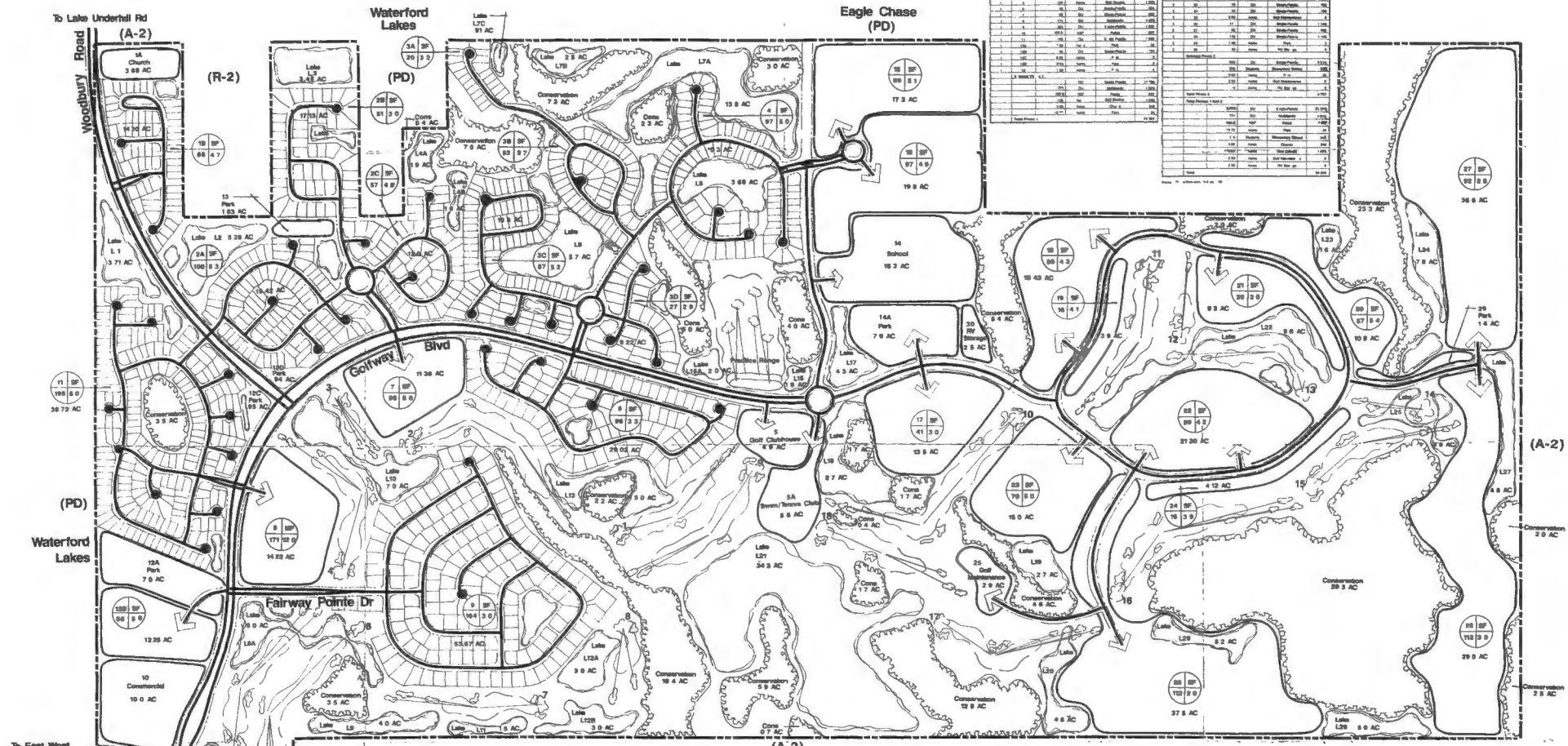
Carol Hossfield
 Permitting

Rocco Relvini
 BZA Coordination

Bob Windom
 Project Review

Average Daily Traffic

| Station | Year | Volume | Direction | Notes |
|---------|------|--------|------------|-------|
| 1 | 1988 | 100 | Northbound | |
| 1 | 1989 | 100 | Northbound | |
| 1 | 1990 | 100 | Northbound | |
| 1 | 1991 | 100 | Northbound | |
| 1 | 1992 | 100 | Northbound | |
| 1 | 1993 | 100 | Northbound | |
| 1 | 1994 | 100 | Northbound | |
| 1 | 1995 | 100 | Northbound | |
| 1 | 1996 | 100 | Northbound | |
| 1 | 1997 | 100 | Northbound | |
| 1 | 1998 | 100 | Northbound | |
| 1 | 1999 | 100 | Northbound | |
| 1 | 2000 | 100 | Northbound | |
| 1 | 2001 | 100 | Northbound | |
| 1 | 2002 | 100 | Northbound | |
| 1 | 2003 | 100 | Northbound | |
| 1 | 2004 | 100 | Northbound | |
| 1 | 2005 | 100 | Northbound | |
| 1 | 2006 | 100 | Northbound | |
| 1 | 2007 | 100 | Northbound | |
| 1 | 2008 | 100 | Northbound | |
| 1 | 2009 | 100 | Northbound | |
| 1 | 2010 | 100 | Northbound | |
| 1 | 2011 | 100 | Northbound | |
| 1 | 2012 | 100 | Northbound | |
| 1 | 2013 | 100 | Northbound | |
| 1 | 2014 | 100 | Northbound | |
| 1 | 2015 | 100 | Northbound | |
| 1 | 2016 | 100 | Northbound | |
| 1 | 2017 | 100 | Northbound | |
| 1 | 2018 | 100 | Northbound | |
| 1 | 2019 | 100 | Northbound | |
| 1 | 2020 | 100 | Northbound | |



Development Program

| Parcel | Area | Acres | Annual Average Population | Population Density | Permissible Density |
|--------|-------|-------|---------------------------|--------------------|---------------------|
| 1 | 1.00 | 1.00 | 100 | 100 | 100 |
| 2 | 2.00 | 2.00 | 200 | 100 | 100 |
| 3 | 3.00 | 3.00 | 300 | 100 | 100 |
| 4 | 4.00 | 4.00 | 400 | 100 | 100 |
| 5 | 5.00 | 5.00 | 500 | 100 | 100 |
| 6 | 6.00 | 6.00 | 600 | 100 | 100 |
| 7 | 7.00 | 7.00 | 700 | 100 | 100 |
| 8 | 8.00 | 8.00 | 800 | 100 | 100 |
| 9 | 9.00 | 9.00 | 900 | 100 | 100 |
| 10 | 10.00 | 10.00 | 1000 | 100 | 100 |
| 11 | 11.00 | 11.00 | 1100 | 100 | 100 |
| 12 | 12.00 | 12.00 | 1200 | 100 | 100 |
| 13 | 13.00 | 13.00 | 1300 | 100 | 100 |
| 14 | 14.00 | 14.00 | 1400 | 100 | 100 |
| 15 | 15.00 | 15.00 | 1500 | 100 | 100 |
| 16 | 16.00 | 16.00 | 1600 | 100 | 100 |
| 17 | 17.00 | 17.00 | 1700 | 100 | 100 |
| 18 | 18.00 | 18.00 | 1800 | 100 | 100 |
| 19 | 19.00 | 19.00 | 1900 | 100 | 100 |
| 20 | 20.00 | 20.00 | 2000 | 100 | 100 |
| 21 | 21.00 | 21.00 | 2100 | 100 | 100 |
| 22 | 22.00 | 22.00 | 2200 | 100 | 100 |
| 23 | 23.00 | 23.00 | 2300 | 100 | 100 |
| 24 | 24.00 | 24.00 | 2400 | 100 | 100 |
| 25 | 25.00 | 25.00 | 2500 | 100 | 100 |
| 26 | 26.00 | 26.00 | 2600 | 100 | 100 |
| 27 | 27.00 | 27.00 | 2700 | 100 | 100 |
| 28 | 28.00 | 28.00 | 2800 | 100 | 100 |
| 29 | 29.00 | 29.00 | 2900 | 100 | 100 |
| 30 | 30.00 | 30.00 | 3000 | 100 | 100 |
| 31 | 31.00 | 31.00 | 3100 | 100 | 100 |
| 32 | 32.00 | 32.00 | 3200 | 100 | 100 |
| 33 | 33.00 | 33.00 | 3300 | 100 | 100 |
| 34 | 34.00 | 34.00 | 3400 | 100 | 100 |
| 35 | 35.00 | 35.00 | 3500 | 100 | 100 |
| 36 | 36.00 | 36.00 | 3600 | 100 | 100 |
| 37 | 37.00 | 37.00 | 3700 | 100 | 100 |
| 38 | 38.00 | 38.00 | 3800 | 100 | 100 |
| 39 | 39.00 | 39.00 | 3900 | 100 | 100 |
| 40 | 40.00 | 40.00 | 4000 | 100 | 100 |
| 41 | 41.00 | 41.00 | 4100 | 100 | 100 |
| 42 | 42.00 | 42.00 | 4200 | 100 | 100 |
| 43 | 43.00 | 43.00 | 4300 | 100 | 100 |
| 44 | 44.00 | 44.00 | 4400 | 100 | 100 |
| 45 | 45.00 | 45.00 | 4500 | 100 | 100 |
| 46 | 46.00 | 46.00 | 4600 | 100 | 100 |
| 47 | 47.00 | 47.00 | 4700 | 100 | 100 |
| 48 | 48.00 | 48.00 | 4800 | 100 | 100 |
| 49 | 49.00 | 49.00 | 4900 | 100 | 100 |
| 50 | 50.00 | 50.00 | 5000 | 100 | 100 |

Summary

| Parcel | Area | Acres | Annual Average Population | Population Density | Permissible Density |
|--------|-------|-------|---------------------------|--------------------|---------------------|
| 1 | 1.00 | 1.00 | 100 | 100 | 100 |
| 2 | 2.00 | 2.00 | 200 | 100 | 100 |
| 3 | 3.00 | 3.00 | 300 | 100 | 100 |
| 4 | 4.00 | 4.00 | 400 | 100 | 100 |
| 5 | 5.00 | 5.00 | 500 | 100 | 100 |
| 6 | 6.00 | 6.00 | 600 | 100 | 100 |
| 7 | 7.00 | 7.00 | 700 | 100 | 100 |
| 8 | 8.00 | 8.00 | 800 | 100 | 100 |
| 9 | 9.00 | 9.00 | 900 | 100 | 100 |
| 10 | 10.00 | 10.00 | 1000 | 100 | 100 |
| 11 | 11.00 | 11.00 | 1100 | 100 | 100 |
| 12 | 12.00 | 12.00 | 1200 | 100 | 100 |
| 13 | 13.00 | 13.00 | 1300 | 100 | 100 |
| 14 | 14.00 | 14.00 | 1400 | 100 | 100 |
| 15 | 15.00 | 15.00 | 1500 | 100 | 100 |
| 16 | 16.00 | 16.00 | 1600 | 100 | 100 |
| 17 | 17.00 | 17.00 | 1700 | 100 | 100 |
| 18 | 18.00 | 18.00 | 1800 | 100 | 100 |
| 19 | 19.00 | 19.00 | 1900 | 100 | 100 |
| 20 | 20.00 | 20.00 | 2000 | 100 | 100 |
| 21 | 21.00 | 21.00 | 2100 | 100 | 100 |
| 22 | 22.00 | 22.00 | 2200 | 100 | 100 |
| 23 | 23.00 | 23.00 | 2300 | 100 | 100 |
| 24 | 24.00 | 24.00 | 2400 | 100 | 100 |
| 25 | 25.00 | 25.00 | 2500 | 100 | 100 |
| 26 | 26.00 | 26.00 | 2600 | 100 | 100 |
| 27 | 27.00 | 27.00 | 2700 | 100 | 100 |
| 28 | 28.00 | 28.00 | 2800 | 100 | 100 |
| 29 | 29.00 | 29.00 | 2900 | 100 | 100 |
| 30 | 30.00 | 30.00 | 3000 | 100 | 100 |
| 31 | 31.00 | 31.00 | 3100 | 100 | 100 |
| 32 | 32.00 | 32.00 | 3200 | 100 | 100 |
| 33 | 33.00 | 33.00 | 3300 | 100 | 100 |
| 34 | 34.00 | 34.00 | 3400 | 100 | 100 |
| 35 | 35.00 | 35.00 | 3500 | 100 | 100 |
| 36 | 36.00 | 36.00 | 3600 | 100 | 100 |
| 37 | 37.00 | 37.00 | 3700 | 100 | 100 |
| 38 | 38.00 | 38.00 | 3800 | 100 | 100 |
| 39 | 39.00 | 39.00 | 3900 | 100 | 100 |
| 40 | 40.00 | 40.00 | 4000 | 100 | 100 |
| 41 | 41.00 | 41.00 | 4100 | 100 | 100 |
| 42 | 42.00 | 42.00 | 4200 | 100 | 100 |
| 43 | 43.00 | 43.00 | 4300 | 100 | 100 |
| 44 | 44.00 | 44.00 | 4400 | 100 | 100 |
| 45 | 45.00 | 45.00 | 4500 | 100 | 100 |
| 46 | 46.00 | 46.00 | 4600 | 100 | 100 |
| 47 | 47.00 | 47.00 | 4700 | 100 | 100 |
| 48 | 48.00 | 48.00 | 4800 | 100 | 100 |
| 49 | 49.00 | 49.00 | 4900 | 100 | 100 |
| 50 | 50.00 | 50.00 | 5000 | 100 | 100 |

EastWood Land Use Plan

Orange County, Florida

PLAN REQUIRED BY BCC COA 18, JUNE 8, 1993

RECEIVED
JUN 29 1993
PUBLIC WORKS
SPEC. OFFICE

GLATTING JACKSON KERSTNER ANGLIN LOPES RIVERA

Revised 7/28/93
January 19, 1993
Sheet 4 of 7



Legend



Non-Bus change by CPC of 11-24-93

Original plans approved by 2000. From front page of LUP.

Applicant and Consultants

- **APPLICANT/OWNER**

DRS LIMITED
 12124 High Tech Avenue
 Suite 300
 Orlando, Florida 32817
 (407) 281-8488
- **PROJECT MANAGER/
PLANNER/
TRANSPORTATION
PLANNER**

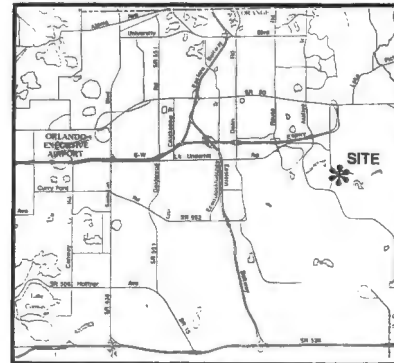
**GLATTING JACKSON KERCHER
ANGLIN LOPEZ RINEHART, INC.**
 33 East Pine Street
 Orlando, Florida 32801
 (407) 843-8552
- **LEGAL COUNSEL**

**LOWNDES DROSDICK DOSTER
KANTOR & REED, P.A.**
 215 North Edie Drive
 Orlando, Florida 32801
 (407) 843-8800
- **CIVIL ENGINEER**

DYER RIDDLE MILLS & PRECOURT
 1935 East Colonial Drive
 Suite 300
 Orlando, Florida 32803
 (407) 986-0564
- **ECOLOGIST**

**BREEDLOVE DENNIS &
ASSOCIATES**
 4201 Lakeside Drive
 Winter Park, Florida 32782
 (407) 677-1862

Location Map



General Notes

- 1) PROJECT SPINE: Residential PD
- 2) LEGAL DESCRIPTIONS: See Sheet 1
- 3) TOTAL ACRES: 1,029.77
- 4) LOCATION MAP: See Sheet 1
- 5) TOPOGRAPHY: See Sheet 2
- 6) SOILS: See Sheet 3
- 7) UTILITIES: See Sheet 3
- 8) FLOOD-HAZARD ZONING: See Sheet 4
- 9) EXISTING AND PROPOSED LAND USES: See Sheet 4 for existing and proposed land uses as well as related notes.
- 10) EASEMENTS AND RIGHTS:
 - Easement: See Sheet 4
 - Easement: See Sheet 4
 - Easement: See Sheet 4
 - Easement: See Sheet 4
- 11) UTILITIES:
 - Sewer: See Sheet 4
 - Water: See Sheet 4
 - Gas: See Sheet 4
 - Electric: See Sheet 4
- 12) OTHER NOTES:
 - See Sheet 4 for access easements.
 - See Sheet 4 for access easements.
 - See Sheet 4 for access easements.

Legal Description

All of Section 35, Township 22 South, Range 31 East, Orange County, Florida, less the East 1/2 of the Northeast 1/4 of the Northeast 1/4 less the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 and less the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 35.

Together with

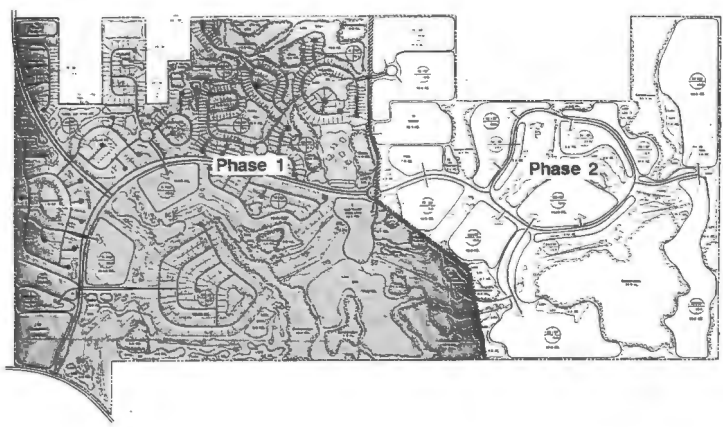
That part of the West 1,488.00 feet of the Northeast 1/4 of Section 2, Township 23 South, Range 31 East, Orange County, Florida, lying North of the Right-of-Way for Allstate Trail Extension as recorded in Official Records Book 3411, Page 1162 of the Public Records of Orange County, Florida.

Together with

All of Section 36, Township 22 South, Range 31 East, Orange County, Florida, less the Northeast 1/4 of the Northeast 1/4, and less the Northeast 1/4 of the Northeast 1/4, both of said Section 36.

Site Acreage: 1190.77 Acres

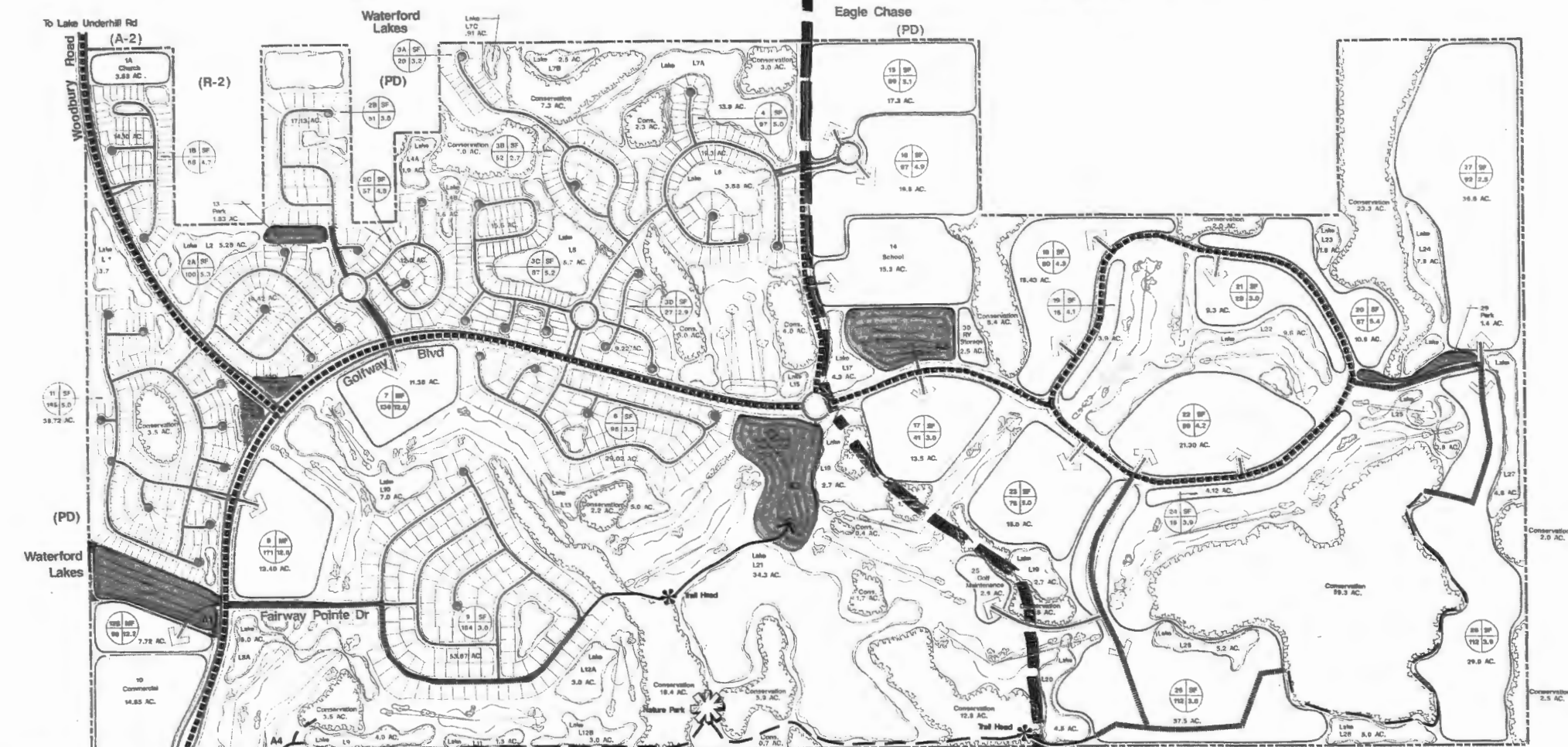
Phasing Key Map



Application for **EastWood** PD and PD Amendments
 Orange County, Florida (Phase 2) (Phase 1)

200 55 133

Phase 1 ← → Phase 2 →



Development Program Summary

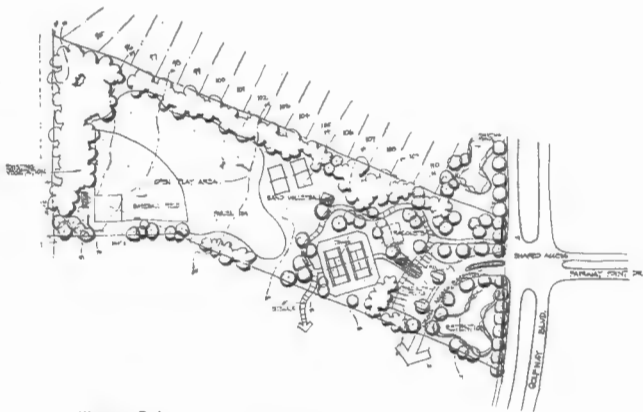
← Phase 1 → ← Phase 2 →

- Legend**
- Community Nature Trail
 - Commuter Bike Path
 - Recreational Bike Path
 - Trail Head
 - Park
 - Pedestrian/Bike Path

- Legend**
- Point
 - Land Use
 - Assessed # D.M.L.
 - Assessed Average Density

EastWood
Orange County, Florida

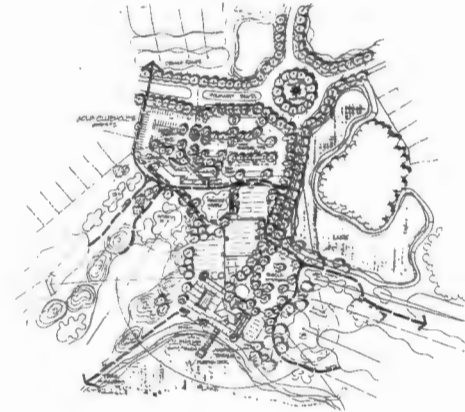
Parks Master Plan



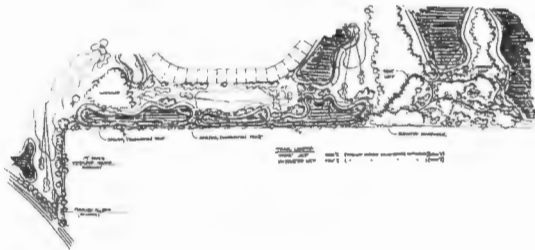
Westgate Park
A1



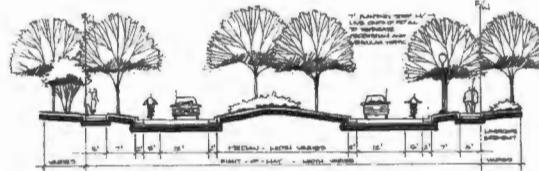
Northgate Park and School Site
A2



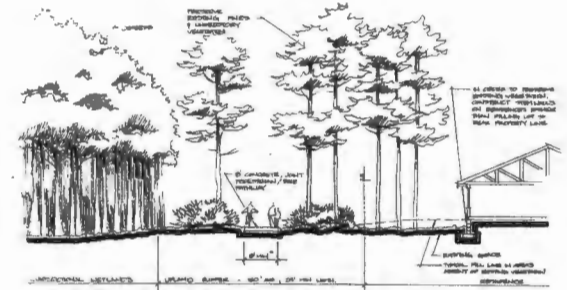
Golf/Swim & Tennis Club
A3



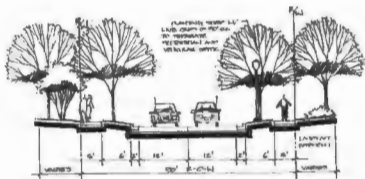
Southgate Nature Trail
A4



Commuter Bike Path



Pedestrian/Bike Nature Path



Recreational Bike Path

Note: A1-A4 are reference markers for park sites delineated on Sheet 6.

EastWood
Orange County, Florida

**Typical Parks Plans
and Sections**

NOTE: Drawings are not to a particular scale.

January 16, 1993

Sheet 7 of 7



Development Program

| Parcel | Uses | Acreages | Square Footage | Assumed Average DU/Density | | Permissible Density Range |
|--------|-------------------------------|----------|-----------------------------|----------------------------|-------|---------------------------|
| | | | | Units | DU/AC | |
| 1A | Church | 3.88 | Changed to Day Care in 1997 | | | |
| 1B | SF | 14.10 | 66 | 66 | 4.7 | 2-8 DU/AC |
| 2A | SF | 19.42 | 100 | 100 | 5.3 | 2-8 DU/AC |
| 2B | SF | 17.13 | 51 | 51 | 3.0 | 2-8 DU/AC |
| 2C | SF | 12.00 | 57 | 57 | 4.8 | 2-8 DU/AC |
| 3A | SF | 6.30 | 17 | 20 | 3.2 | 2-8 DU/AC |
| 3B | SF | 19.85 | 51 | 52 | 2.7 | 2-8 DU/AC |
| 3C | SF | 16.80 | 87 | 87 | 5.2 | 2-8 DU/AC |
| 3D | SF | 9.22 | 26 | 27 | 2.9 | 2-8 DU/AC |
| 4 | SF | 19.30 | 96 | 97 | 5.0 | 2-8 DU/AC |
| 5 | Golf/ Tennis/ Swim Club | 10.50 | — | | | |
| 6 | SF | 29.02 | 95 | 98 | 3.3 | 2-8 DU/AC |
| 7 | SF | 11.38 | 56 | 58 | 5.0 | 2-8 DU/AC |
| 8 | MF | 14.22 | 48 | 48 | 12.0 | 8-14 DU/AC |
| 9 | SF | 53.67 | 157 | 164 | 3.0 | 2-8 DU/AC |
| 10 | Commercial | 10.00 | 100,000 | | | |
| 11 | SF | 38.72 | 195 | 195 | 5.0 | 2-8 DU/AC |
| 12A | Park | 7.00 | — | | | |
| 12B | SF | 12.25 | 42 | 66 | 5.4 | 2-8 DU/AC |
| 12C | Park | 95 | — | | | |
| 12D | Park | 84 | — | | | |
| 13 | Park | 1.83 | — | | | |
| 14 | School | 15.30 | — | | | |
| 14A | Park | 7.60 | — | | | |

| Parcel | Uses | Acreages | Square Footage | Assumed Average DU/Density | | Permissible Density Range |
|--------|----------------------------|-----------------|----------------|----------------------------|-------|---------------------------|
| | | | | Units | DU/AC | |
| 15 | SF | 1730 | | 186 ← 89 | 5.1 | 2-8 DU/AC |
| 16 | SF | 1980 | 178 | | 4.9 | 2-8 DU/AC |
| 17 | SF | 1350 | 41 | | 2.8 | 2-8 DU/AC |
| 18 | SF | 1843 | | | 4.5 | 2-8 DU/AC |
| 19 | SF | 390 | 70 | 99 ← | 4.1 | 2-8 DU/AC |
| 20 | SF | 1080 | | | 5.4 | 2-8 DU/AC |
| 21 | SF | 930 | 72 | 85 ← | 3.0 | 2-8 DU/AC |
| 22 | SF | 2130 | 53 | | 4.2 | 2-8 DU/AC |
| 23 | SF | 1500 | | | 5.0 | 2-8 DU/AC |
| 24 | SF | 412 | | 22 ← | 3.9 | 2-8 DU/AC |
| 25 | Golf Maintenance | 280 | | 204 | | |
| 26 | SF | 3790 | 270 | 112 | 3.0 | 2-8 DU/AC |
| 27 | SF | 3680 | 190 | 204 ← | 2.5 | 2-8 DU/AC |
| 28 | SF | 2900 | | 112 | 3.9 | 2-8 DU/AC |
| 29 | Park | 140 | — | | | |
| 30 | RV Storage | 250 | — | | | |
| | Golf Course/ Open Space | 17900 | — | | | |
| | Lakes/Retention | 16914 | — | | | |
| | Conservation | 18160 | — | | | |
| | Right-of Way | 76,121 | — | | | |
| | TOTAL | 1 199,77 | 100 000 | 2,210 | | |

28
191
51

Gen approved 100,000
 DP approved 74,176
 not allocated 25,824*
 in a DP -
 still available for parcel 10

2087
 874
 1142 > platted
 (2016) - 2320 = 304
 ↑ not built / platted
 LUP total

8-6-13

EASTWOOD

4. Source of Declarant Authority
 - a. Amended, Restated and Consolidated Declaration of Covenants and Restrictions for Eastwood dated 4/29/91; recorded 5/10/91
 - b. Assignment and Assumption Agreement dated 12/19/94; recorded 11/14/19

| | | |
|------------|--------|-------------------|
| Rec Fee \$ | 181 00 | MARTHA O. HAYNIE, |
| Add Fee \$ | 23 00 | Orange County |
| Doc Tax \$ | -0- | Comptroller |
| Int Tax \$ | -0- | By <u>MAR</u> |
| Total \$ | 204 00 | Deputy Clerk |

**AMENDED, RESTATED AND CONSOLIDATED
DECLARATIONS OF COVENANTS AND RESTRICTIONS
FOR
EASTWOOD**

THIS DECLARATION is made this 29th day of April, 1991 by DRS LIMITED, a Florida Limited Partnership, successor in interest to Deer Run South Land Joint Venture, a Florida joint venture, hereinafter called "Declarant."

INTRODUCTION

3779524 Orange Co. FL.
05/10/91 11:46:04am

WHEREAS, Declarant is successor in interest to Deer Run South Land Joint Venture, a Florida joint venture, which as a part of its development plans, obtained approval of the Deer Run South PD by Orange County, Florida and recorded a Declaration of Covenants and Restrictions for Deer Run South Community Association on December 19, 1988 in Official Records Book 4041, Page 2928 of the Public Records of Orange County, Florida, as amended by that certain Amendment to Declaration of Covenants and Restrictions for Deer Run South Community Association, recorded July 5, 1990 in Official Records Book 4197, Page 4994 of the Public Records of Orange County, Florida, as supplemented by that certain Supplemental Declaration for Parcel 6, recorded January 23, 1989 in Official Records Book 4049, Page 4966 of the Public Records of Orange County, Florida, as supplemented by that certain Supplemental Declaration for Parcel 9, recorded November 1, 1990 in Official Records Book 4232, Page 3721 of the Public Records of Orange County, Florida, and as supplemented by that certain Supplemental Declaration for Parcel 11, recorded July 31, 1989 in Official Records Book 4101, Page 3057 of the Public Records of Orange County, Florida (hereinafter referred to as the "Prior Declaration"); and

WHEREAS, Declarant is the owner of more than two-thirds (2/3) of the total number of Lots, Dwelling Units and Commercial Acres, as defined in the Prior Declaration, and therefore is authorized to amend the Prior Declaration; and

WHEREAS, Declarant desires now to amend, restate, and consolidate the Prior Declaration;

WHEREAS, Declarant (as hereinafter defined) intends to develop portions of the real property described in Exhibit A to this Declaration as a multi-staged planned community with open spaces and other Common facilities for the benefit of such community, to be known as "Eastwood." Throughout this Declaration, the property described in Exhibit "A," when referred to as a whole, will be identified as the "Total Property;" and

DR4286 PG1408

PLEASE RETURN TO:
DRS LIMITED
CHARLES FLETCHER
1211 SEMOON BLVD. STE 205
CASSLEBERRY, FLORIDA 32707 (407)677-4400

MAR

This instrument was prepared by and

~~should be returned to~~

MICHAEL RYAN

Lowndes, Drosdick, Doster, Kantor & Reed
Professional Association
215 North Eola Drive
Post Office Box 2809
Orlando, Florida 32802

WHEREAS, Declarant desires to provide for the preservation of the amenities and uniform plan of development of EastWood and for the maintenance of its Common Properties. For that purpose, the powers of maintaining facilities, administering and enforcing these covenants and restrictions and collecting and disbursing the Assessments and charges created in this Declaration are being delegated and assigned to a newly formed not-for-profit corporation known as the EastWood Community Association, Inc. (the "Association"). The Association is not intended to be a "condominium association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes); and

WHEREAS, by virtue of this Declaration, Declarant is committing portions of the Total Property to this Declaration on this date and providing a method whereby other portions of the Total Property may become part of the Properties by recordation of a supplement to this Declaration. The term "Properties," as used in this Declaration, shall mean the real property initially subject to this Declaration, as described in Article II, Section 2, and all other portions of the Total Property later made subject to this Declaration; and

WHEREAS, Declarant will continue to have the option of excluding portions of the Total Property from the terms of this Declaration even though such portions will remain part of the Deer Run South PD unless for some reason Declarant requests, and Orange County, Florida approves, such removal.

NOW, THEREFORE, the Declarant declares that the real property described in Article II, and such additions to such real property as may be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in Articles I through XIII of this Declaration.

ARTICLE I

DEFINITIONS

Section 1. General Reference. Throughout this Declaration, various terms have been defined. Some of these terms plus additional definitions are set forth below.

Section 2. Specific Definitions. The following words shall have the following meaning:

(a) "Articles" shall mean the Articles of Incorporation of the Association.

(b) "Assessment" shall mean any General Assessment, Special Assessment or other charges as described in Article V.

(c) "Assessment Period" shall mean a calendar quarter of each fiscal year, unless otherwise provided by the Board of Directors.

(d) "Association" shall mean and refer to EastWood Community Association, Inc., whose purpose is to administer the Common Properties in accordance with the provisions of the Land Use Documents.

(e) "Board" shall mean the Board of Directors of the Association.

(f) "By-Laws" shall mean the By-Laws of the Association.

(g) "Commercial Acre" shall mean an acre or fraction of an acre in any area designated on a Plat within the Properties for Commercial use.

(h) "Commercial Property" shall mean the area(s) designated on the Master Land Use Plan for Commercial use.

(i) "Common Properties" shall have the meaning set forth in Section 1 of Article IV of this Declaration.

(j) "Country Club" shall mean the EastWood Golf and Country Club, in which all Owners in EastWood (together with certain "outside" people) will be permitted to apply for membership. "Country Club" is also used to describe the golf course, tennis courts, clubhouse, maintenance building and other portions of the Country Club's property as shown on the Master Land Use Plan.

(k) "Declarant" shall mean DRS Limited, a Florida limited partnership, successor in interest to Deer Run South Land Joint Venture, a Florida joint venture pursuant to that certain Deer Run South Land Joint Venture Agreement dated July 26, 1985 by and between Amerifirst Development Corporation, a Florida corporation and Continental United Properties Florida, Inc., a Florida corporation (the "DRS Limited"), and its successors and assigns. Any rights specifically reserved to DRS Limited in any instrument of conveyance shall not inure to the benefit of its successors or assigns unless such rights are assigned by DRS Limited in a recorded instrument to such successor or assignee and such

successor or assignee accepts the obligations of Declarant. The Declarant may assign or pledge any or all of its rights reserved under the Land Use Documents upon a specific designation to such assignee in an instrument of conveyance or assignment. Reference to DRS Limited as the Declarant is not intended, and shall not be construed, to impose upon DRS Limited any obligation or liability for the acts or omissions of third parties who purchase Lots within EastWood from DRS Limited and develop and resell such Lots.

(l) "District" shall have the meaning set forth in Section 3 of Article III of the Declaration.

(m) "Dwelling Unit" shall mean any residential dwelling unit intended as an abode for one family constructed on the Properties including, without limitation, an attached or detached single-family home, an attached townhouse dwelling, a villa, an attached duplex or other multiplex-dwelling, or any apartment-type unit contained in any multi-unit residential building and whether any of the foregoing are subject to fee simple, cooperative, condominium rental or other forms of ownership and possession.

(n) "First Mortgage" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot or Dwelling Unit and who has notified the Association in writing of its interest in the Lot.

(o) "General Assessment" shall mean and refer to assessments levied to fund expenses applicable to all Members of the Association pursuant to the budget of the Association.

(p) "Institutional Lender" shall mean and refer to one or more Commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, and any other lender engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution which has insured the loan of the lender, or any combination of the foregoing entities.

(q) "Land Use Documents" shall mean this Declaration, the Articles, By-Laws, and any and all Rules and Regulations promulgated by the Board.

(r) "Lot" shall mean and refer to each portion of land shown upon each Plat within the Properties which has been designated by the Declarant to contain a Dwelling Unit.

(s) "Master Land Use Plan" shall mean and refer to the Deer Run South PD approved by Orange County, Florida, as it may be amended from time to time.

(t) "Member" shall mean and refer to all those persons and entities who are members of the Association as set forth in Section 1 of Article III of this Declaration.

(u) "Neighborhood" shall have the meaning set forth in Section 3 of Article III of this Declaration.

(v) "Neighborhood Assessments" shall have the meaning set forth in Section 4 of Article V of this Declaration.

(w) "Neighborhood Association" shall mean a Florida corporation not-for-profit: (i) responsible for administering one or more condominium(s) which may be created in EastWood; or (ii) responsible for operating a non-condominium "Neighborhood" with non-condominium "Dwelling Units" and/or "Lots," the owners of which are members of the Neighborhood Association.

(x) "Neighborhood Declaration" shall mean: (i) the Declaration of Condominium by which a particular condominium in EastWood is submitted to condominium form of ownership and all amendments thereto; or (ii) a land use document recorded in the Public Records of Orange County and all amendments thereto which establishes that the Owners of non-condominium Dwelling Units and/or Lots within portions of the Properties are members of a Neighborhood Association (as distinguished from this Association) and whereby certain covenants and use restrictions have been impressed upon portions of that Neighborhood (other than this Declaration).

(y) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Dwelling Unit or Commercial Acre, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired fee simple title pursuant to foreclosure or any proceeding in lieu of foreclosure, such as acceptance of a deed in return for release of liability or agreement not to use.

(z) "Person" shall mean a natural person, a corporation, a partnership, trustee, or other legal entity.

(aa) "Properties" shall mean and refer to the real property described in Exhibit "B" attached hereto and shall further refer to such additional property as may hereafter be annexed by Supplemental Amendment to this Declaration or which is owned by the Association.

(ab) "Road" shall mean those private streets, roads, terraces, drives, cul-de-sacs, courts, and avenues including the entire rights-of-way as designated and set forth on the Plat.

(ac) "Single Family" shall mean and refer to either a single person occupying a dwelling and maintaining a household, including not more than one authorized tenant; or two (2) or more persons related by blood, marriage, or adoption occupying a dwelling and living together and maintaining a common household, including not more than one authorized tenant; or not more than four (4) unrelated persons occupying a dwelling as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

(ad) "Special Assessment" shall mean and refer to assessments levied in accordance with Article V, Section 9 of this Declaration.

(ae) "Supplemental Amendment" shall mean an amendment to this Declaration which adds additional property to that covered by this Declaration. Such Supplemental Amendment may, but is not required to, impose, expressly or by reference additional restrictions and obligations on the land submitted by that Amendment to the provisions of this Declaration.

(af) "Voting Member" shall have the meaning set forth in Section 3 of Article III of this Declaration.

(ag) "Turnover" shall mean the date at which Declarant no longer has the right to elect or appoint a majority of the Board, and the Members assume control of the Association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. All of EastWood. It is intended that EastWood be developed as a multi-staged planned unit development community of various land uses. However, only the property described in Exhibit B is subject to this Declaration at this time.

Section 2. The Properties. The real property which initially is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Orange County, Florida, and includes all land described in Exhibit B hereto (the "Properties").

(a) Country Club. The Properties described above include, without limitation, areas for residential housing, common areas, public or dedicated roads, utility easements and certain property developed, or to be developed, as a golf course with clubhouse, pro-shop and other golf-related amenities (the "Country Club Property"). The Country Club Property includes Parcel 5 and Tract G as shown on the Deer Run South P.U.D. PHASE I PLAT as recorded in Plat Book 22, Pages 134-140, Public Records of Orange County, Florida. It is intended that the Country Club Property shall be owned initially by a for-profit corporation, and such corporation shall operate a Country Club upon the Country Club Property. Matters relating to easements granted to the Country Club by the Declarant over and across certain portions of the Properties, as well as parking privileges, assessments and sharing of certain expenses, architectural control, and ownership and conveyance of the Country Club and Country Club Property are set forth elsewhere in this Declaration.

Section 3. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions by The Declarant. The Declarant may from time to time bring other land included within the Total Property under the provisions hereof by recording a Supplemental Amendment and thereby add to the Properties. The Declarant shall not be required to bring all lands included within the Total Property under the provisions of this Declaration. Unless and until any such lands are brought with the provisions of this Declaration by the recording of a Supplemental Amendment, this Declaration shall not be considered an encumbrance upon title to those lands.

(b) Additions by Approval of Members. Without restriction upon the Declarant to add to the Properties in the manner provided in the foregoing Paragraph (a), upon approval in writing by the Association pursuant to a vote of 51% of its Voting Members as provided in the Articles, the owner of any property who desires to add it to the scheme of this Declaration and to subject such property to the jurisdiction of the Association, may file of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Any such additions shall be subject to the approval of Orange County, Florida as required.

(c) Additions by Merger. Upon a merger or consolidation of the Association with another association as provided in the Articles, its property, rights and obligations may, by operation of law, be transferred to another surviving consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Properties together with the Covenants and Restrictions established upon any other property as one scheme. Any such additions shall be subject to the approval of Orange County, Florida as required.

Section 4. Master Land Use Plans, Plat and Site Plan Changes. Declarant reserves the right to make such changes and/or modifications to any plat or site plan or the Master Land Use Plan as are required by appropriate governmental authorities or as Declarant deems necessary subject to the consent of Orange County, Florida, as required.

ARTICLE III

MEMBERSHIP; VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is or shall become a record Owner of a fee or undivided fee interest in any Lot, Dwelling Unit or property including tracts designated as Commercial Areas ("Commercial Property") shall be a Member of this Association from the date such Member acquires record title to a Lot, Parcel or Dwelling Unit provided that any such person

or entity which holds such interest merely as a security for the performance of an obligation shall not be a Member. The EastWood Golf and Country Club (the "Country Club") shall also be a Member of the Association.

Section 2. Voting Rights. The Association shall have two classes of voting membership (which voting rights shall only be exercised as provided in this Declaration and the Articles and By-Laws).

(a) Class "A". Class "A" Members shall be all those Owners as defined in Section 1 of this Article III with the exception of the Declarant. Class "A" Members shall be entitled to one vote for each Lot or Dwelling Unit owned by that Member (other than Lots or Dwelling Units owned by the Declarant) and, one (1) vote per acre or fractional acre of Commercial Property owned by a Member ("Commercial Acre"). The Country Club shall be entitled to eight (8) votes.

(b) Class "B".

(i) The Class "B" Member shall be the Declarant. The Class "B" Member shall be entitled to three (3) votes for each Lot, Dwelling Unit, and Commercial Acre, owned by it, and to eight (8) votes for the ownership of the Country Club, provided that the Class "B" Membership shall cease and become converted to Class "A" Membership on the happening of the earlier of either of the following events:

(A) When the total votes outstanding in the Class "A" Membership equal the total votes outstanding in the Class "B" Membership; or

(B) At any earlier time that the Declarant, in its sole discretion, voluntarily converts its Class "B" Membership to Class "A" Membership; or

(C) On January 1, 2010.

(ii) From and after the happening of the earlier of these events, each Class "B" Member shall be deemed to be a Class "A" Member entitled to one vote for each Lot, Dwelling Unit, and Commercial Acre owned by it.

Section 3. Districts and Neighborhoods. To allow for representation on the Board of Directors among the various residential concerns as well as to ensure that no single group, by virtue of its size, is able to elect the entire Board of Directors exclusive of other concerns, general land use classification may be established to form the representative body

of the association at the option of the Declarant. Districts and Neighborhoods may be established by Declarant no later than the expiration of the Class "B" control period by filing in the county records a Supplemental Amendment to this Declaration outlining in map form or other description the classification of each District or Neighborhood. The Declarant may from time to time until the termination of Class "B" Membership, establish, alter or reestablish the boundaries of Districts or Neighborhood by recordation of a Supplemental Amendment to this Declaration setting forth the metes and bounds or other legal description of the land contained within each District or neighborhood.

(a) District. A district is a geographical area or areas comprised of one or more housing types and representing a political unit for the purpose of electing directors. A District will annually elect one or more Directors to the Board of Directors of the Association. Districts shall not be required to be equal in population and may be composed of non-contiguous property. Districts may be comprised of several Neighborhoods depending on the needs of that particular Class of Owners residing or owning property within the Neighborhoods.

(b) Neighborhood. A Neighborhood is a separately designated, developed residential area comprised of similar types of housing which initially or by amendment are made subject to this Declaration; for example, and by way of illustration and not limitation, fee simple townhomes, single family detached houses, rental apartments and condominiums. In the absence of specific designation of separate Neighborhood status, all Properties made subject to this Declaration shall be considered a part of the same Neighborhood; provided, however, the Declarant may designate in any Supplemental Amendment adding property(ies) to the terms and conditions of this Declaration that such property(ies) may constitute a separate Neighborhood or Neighborhoods.

(i) A Neighborhood may or may not have an association and, therefore, the Declarant may cause the formation of a Neighborhood Committee to act as advisors to the Association. Neighborhoods shall be governed by a Committee composed of three (3) to five (5) people, elected annually by the Owners residing or owning property within the Neighborhood in the manner provided in Article IX, Section 5 of the By-Laws ("Neighborhood Committee").

(ii) As plats for parcels within the Total Property are prepared to be filed, the Declarant may

determine if such parcel is in need of a formal Neighborhood Association. The criteria for making this determination will be based on the complexity of the land use, the amount of Common Properties to be in that Neighborhood for use by that Neighborhood, or the requirements of Florida law. For example, any such parcel which is submitted to the condominium form of ownership is required to have a formal Neighborhood Association.

(c) Voting Member. A Voting Member is the representative selected by the Members in each Neighborhood or Neighborhood Association, who shall be responsible for election of directors, amending this Declaration, the Articles or the By-Laws, and all other matters provided for in this Declaration. The Voting Member from each Neighborhood or Neighborhood Association, if any, shall be the senior elected officer (e.g., Neighborhood Committee chairman or Association president) from that component; the alternative Voting Member shall be the next most senior officer. Each Voting Member shall be entitled to cast as many votes as equals the number of Dwelling Units he or she represents. There may be a Voting Member for the Country Club and Commercial Areas and each, respectively, will carry the total votes for their Districts. For purposes of voting rights under Article III, it shall be assumed that the Declarant owns the maximum number of Lots and Dwelling Units have been sold by the Declarant.

(d) Neighborhoods may be "merged" to form Districts by assigning a Neighborhood to a specific District upon platting of the property encompassing that Neighborhood. Assignments of Neighborhoods to a District are subject to revisions and modifications as necessary. Districts should also be based on similar land use and density.

Section 4. Voting for Board of Directors.

(a) The initial Board of Directors shall be appointed by the Declarant. No elections are necessary.

(b) After Turnover, the Board of Directors shall be elected by the Owners through their Voting Members.

(c) At the annual meeting of the Association, the Voting Members shall be entitled to vote the number of votes from their respective Neighborhood or District; however, each Voting Member can only vote for their respective directors based upon the Neighborhood or District they represent.

(d) The election of the Board of Directors shall be based on the total votes from each of the Voting Members within the Neighborhood or District; however, each member of the Board of Directors shall have one (1) vote per director on all matters that come before the Board.

Section 5. Declarant's Veto. Notwithstanding any other provisions contained in this Declaration, until one hundred percent (100%) of the Lots, Dwelling Units and Commercial Acres have been conveyed to Owners, the Declarant shall have the absolute authority to veto any policy or administrative decision of the Board, which, in the reasonable opinion of the Declarant would adversely impact sales, marketing, development, construction or the condition or appearance of EastWood.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Common Properties. The Properties will or may include certain Common Properties for the use, enjoyment and responsibility of all Owners, or in certain cases, Owners in a particular Neighborhood. The Common Properties are those areas of land shown on the separate plats for EastWood, and intended to be devoted to the common use and enjoyment of the Owners of the Properties in accordance with the terms of this Declaration. The Common Properties are intended to include but not be limited to (as parcels of EastWood are brought into this Declaration by virtue of Supplemental Amendments) open green space, medians, drainage systems, conservation areas, irrigation systems, entry features, landscape buffers, lakes, detention and retention ponds, pedestrian trails, bicycle paths, walls, parks, and recreational amenities. The Common Areas that are included in the Declaration at this time are those Tracts A, B, D, E, F, H and I as shown on the Deer Run South, P.U.D. PHASE I PLAT as recorded in Plat Book 22, Pages 134-140, Tracts A, B, C and D as shown on the Deer Run South P.U.D., PHASE I PLAT as recorded in Plat Book 22, Pages 2-4, and Tracts A through I as shown on the Deer Run South P.U.D., PHASE I PLAT as recorded in Plat Book 24, Pages 6-9, and Tracts A1 through B1, as shown on the Deer Run South P.U.D., PHASE I PLAT as recorded in Plat Book 27, Pages 6-8, all among the Public Records of Orange County, Florida. Some of the Common Properties may be restricted to the use of Owners within one or more Neighborhoods. In such case the maintenance costs of such Common Properties shall be considered a Neighborhood Assessment for that Neighborhood(s). Development Rights for all Conservation Areas are dedicated to Orange County, Florida.

Section 2. Members' Easements of Enjoyment. Subject to the provisions of Article IV Section 4, the use restrictions contained in Article IX, and the additional provisions of this Declaration, every Owner, his agents, licensees and invitees, shall have a permanent and perpetual easement for the use and enjoyment of the Common Properties and each easement shall be appurtenant to and shall pass with a title to every Lot, Dwelling Unit or Commercial Acre. Such easements of enjoyment shall include but not be limited to the Members' right of ingress and egress over the streets, roadways and walkways on the Common Properties for purposes of access to the Members' Lot, Dwelling Unit or Commercial Acres for the furnishing of services and for such use of the facilities and Common Property for which the same are reasonably intended in accordance with the terms of this Declaration which right of ingress or egress shall not be subject to any fees or charges.

Section 3. Title to Common Properties.

(a) The Declarant shall convey (and the Association shall accept such conveyance of) the Common Properties (in phases as part of the Supplemental Amendments) to the Association, prior to the conveyance of a Dwelling Unit, Lot or Commercial Acre to an owner or occupant of a dwelling unit constructed on the Lot, free and clear of all liens and encumbrances, except this Declaration, covenants and restrictions of record at the time of the conveyance of the Common Properties to the Association, the Plat(s), real and personal property taxes for the year in which the conveyance takes place, and any easements created or allowed by the terms of this Declaration.

(b) Even though legal title to the Common Properties will be in the name of the Association, rights to use the Common Properties cannot be conveyed without conveyance of a Dwelling Unit, Lot, or Commercial Acre and the Common Properties cannot be conveyed by the Association (except as specifically described in this Declaration or the Articles).

(c) The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title and interest of an Owner in the Common Properties, which shall include without limitation membership in the Association.

Section 4. Limitation of Members' Easements. The rights and easements of use and enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, or for a period not to exceed sixty (60) days for any violation of this Declaration, the Association's Articles, By-Laws or published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members; provided that no such dedication or transfer, shall be effective unless an instrument signed by the appropriate officers of the Association certifying that a Special or Regular Meeting of Voting Members called for such purpose, of which thirty (30) days' prior written notice was sent to each Voting Member, that the vote of Voting Members representing two-thirds (2/3) of the votes of the Members either in person or by Proxy, was obtained, agreeing to such dedication or transfer;

(c) The right of the Association to grant exclusive easements and rights-of-way over certain parts of the Common Properties to Members of the Association when the Association deems it necessary;

(d) The right of the Declarant, without approval of the Association, or the Membership, to dedicate easements and rights-of-way over the Common Properties in accordance with the terms of this Declaration;

(e) The right of the Association to adopt and enforce at any time rules and regulations governing the use of the Common Properties and all facilities situated thereon, which shall apply until rescinded or modified as if originally set forth at length in this Declaration;

(f) The right of the Association to grant to governmental agencies the right to install and maintain water, sewer and irrigation facilities within the Common Properties; and

(g) The easements described in Sections 5, 6, 7, 8 and 9 of this Article IV.

Section 5. Utility and Irrigation Easements. There is reserved unto the Declarant, so long as it owns a Lot or Dwelling Unit, the right to grant reasonable easements for the installation and maintenance of temporary roads, cable television services, public utilities and irrigation systems (including the

installation of irrigation pumps) on the Properties and the Common Properties in addition to those easements already reserved. All such grants of easements shall be subject to the approval of Orange County, Florida.

Section 6. Easement for Governmental, Health, Sanitation and Emergency Services. A non-exclusive easement is hereby granted to Orange County, Florida and any appropriate governmental authorities supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, and for other public purposes for ingress and egress over the Properties.

Section 7. Declarant's Construction and Sales Activities. In addition to the property rights granted in this Declaration to the Declarant, as Owners or otherwise, the Declarant is extended the right to enter upon the Properties at any time and in any way reasonably necessary to allow the Declarant to construct, sell and promote, in this subdivision or any contiguous subdivision or to carry out any responsibility of the Declarant to Owners in such subdivisions, including but not limited to the right to use the street in front of any model areas designated by Declarant for parking by visitors and staff, to use any part of the Common Properties for location of Declarant's sales center, to maintain and show model homes, right to place signs in Common Properties, to have employees in the offices, and to use the Common Properties. Notwithstanding any other provisions in the Declaration, the Declarant is irrevocably empowered to sell, lease or rent Lots, Dwelling Units, and Commercial Acres on any terms to any purchasers or lessees for as long as it owns any Lot or Dwelling Unit.

Section 8. Country Club. The Properties are intertwined with the Country Club and, as a necessity, each carries certain advantages and disadvantages relating to such close proximity. The Country Club and its members (regardless of whether same are Owners hereunder), customers, guests, invitees, employees, agents, contractors and designers shall at all times have a right and nonexclusive easement of access and use over all roadways located in EastWood reasonably necessary to travel from/to the entrance to EastWood to/from the Country Club, and further, over those portions of EastWood (whether Common Properties or otherwise) reasonably necessary to the operation, maintenance, repair and replacement of the Country Club and its facilities. Without limiting the generality of the foregoing, members of the Country Club and permitted members of the public, which may include customers, guests and invitees, shall have the right to park their vehicles on the roadways located within the Common Properties at reasonable times before, during and after golf tournaments and other approved functions held by/at the Country

Club. Also, without limiting the generality of the foregoing, members of the Country Club and permitted members of the public, which may include customers, guests and invitees, shall have an easement to walk on and across any portion of any Lot within EastWood (except that this grant of easement shall be limited to the outside of any dwelling unit situated thereon) for the sole purpose of retrieving his/her own golf balls which may have come to rest on such Lot and each Owner hereby consents to the foregoing and agrees that errant golf balls landing on any Lot shall not be considered a trespass. This easement shall not be construed to grant a right to walk across one or more Lots to reach the Lot where the golf ball has come to rest.

Section 9. Master Drainage System. There shall be appurtenant easements between the Country Club and all Lot, Dwelling Unit and Commercial Property owners of property for the purpose of installing, maintaining, repairing and altering a drainage system between the golf course and master drainage system throughout the Properties and the Common Properties.

ARTICLE V

COVENANTS AND ASSESSMENTS

Section 1. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of preserving, maintaining and administering the Properties and its associated Common Areas as well as carrying out the responsibilities and obligations of the Association and the Owners as required by governmental authority and the land use documents. There may be three (3) types of assessments: (a) General Assessments to fund Common expenses for the benefit of all Members of the Association; (b) Neighborhood Assessments to fund Neighborhood expenses benefiting only units within a particular Neighborhood and (c) Special Assessments as described in Section 9 below.

Section 2. Nonwaiver of Assessment. Owners may not waive or otherwise exempt themselves for payment of any assessment mentioned in this Article V by the non use or abandonment of the Common Properties nor by reason of the failure of the Board of the Association to take some action outlined in these documents nor by reason of the non commencement of making repairs on the Common Properties.

Section 3. Creation of the Lien and Personal Obligation of Assessments. Except for the exemption provided to Declarant in Section 11 of this Article V, for each Lot, Dwelling Unit or Commercial Acre owned by the Declarant within the Properties,

hereby covenants, and each Owner of any Lot, Dwelling Unit, or Commercial Acre by acceptance of a deed for such Lot, Dwelling Unit, or Commercial Acre, whether or not such acceptance shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (a) General Assessments; (b) Neighborhood Assessments; (c) Special Assessments for capital improvements, or other approved expenses, and other expenditures by the Association hereinafter provided. The General Assessments, Neighborhood Assessments and Special Assessments, together with interest and costs of collection as provided in this Article V, 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 Association acting on behalf of the Owners, shall have the power to bid for a unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During this period following foreclosure; no right to vote on behalf of the unit will be exercised and no Assessment will be assessed on behalf of the Association. Each other unit in the Association will pay a pro-rata share that would have been collected had the unit not been acquired in foreclosure proceedings.

Section 4. Neighborhood Assessments.

(a) Neighborhood Assessments are assessments for Common expenses provided for herein or by any Supplemental Amendment which shall be used for the purposes of administration and maintenance of the Common Properties within the specific Neighborhood and for the purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the owners and occupants of the Dwelling Units against which the specific Neighborhood Assessment is levied, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

(b) The Neighborhood Assessment shall be levied equally against Owners of Dwelling Units, Lots, or each Commercial Acre in a Neighborhood for such purposes as are authorized by this Declaration or by the Board of Directors from time to time, provided that in the event of assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures (pursuant to an amendment to this Declaration), such assessments (that are for the use and benefit of particular lots/units/commercial acres) shall be levied on a pro rata basis among benefited Owners as determined by the Board of Directors of the Association.

Section 5. Date of Commencement of General Assessments and Neighborhood Assessments; Due Dates; Assessment Period. General Assessments and Neighborhood Assessments, if applicable, shall commence as to each Lot, Dwelling Unit or Commercial Acre and to the Country Club on a date (which shall be the first day of a calendar month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment. The assessment shall be payable in advance in one payment or in quarterly installments or as determined by the Board. All owners shall be required to pay a one-time capital contribution equal to one quarter assessment, said payments shall be made in conjunction with the conveyance of title. Capital contributions may be used for any expense of the Association.

Section 6. Basis and Maximum Amount of General and Neighborhood Assessment.

(a) Until the Turnover Meeting, the General Assessments and Neighborhood Assessments for all Class "A" Members shall be established by the Declarant.

(b) Until January 1, 1990 the maximum annual General Assessment shall be Three Hundred Twenty-Five Dollars (\$325.00) per Lot or Dwelling Unit plus any amounts that may be assessed as Neighborhood Assessments; the maximum annual General Assessment shall be Six Hundred Fifty Dollars (\$650.00) per Commercial Acre, plus any amounts that may be assessed as Neighborhood Assessments and Special Assessments; the maximum annual General Assessment for the Country Club shall be Six Hundred Fifty Dollars (\$650.00) per Country Club acre plus any amounts that may be assessed as Special Assessments.

(i) From and after January 1, 1989, the maximum annual General Assessment may be increased each year without a vote of the Voting Members by a sum not more than ten percent (10%) of the previous year's General Assessment, exclusive of utilities, insurance, reserves, and acts of God.

(ii) From and after January 1, 1989, the maximum annual General Assessment may be increased above the provisions as described in Section 6(b)(i) of this Article V by a vote of Voting Members representing two-thirds (2/3) of the Members who are voting in person or by Proxy, at a meeting duly called for this purpose.

Section 7. Computation of General Assessment.

(a) It shall be the obligation of the Board of Directors at least sixty (60) days prior to the beginning of each fiscal year to prepare a budget covering the estimated common expenses of the Association for the upcoming year. The General Assessment shall be computed by dividing the budgeted Common Expenses by a number which is equal to the sum of: (i) the number of Lots shown in the Conceptual Plan for the EastWood Property, plus (ii) the number of Commercial Acres which are subject to General Assessment pursuant to Section 10 of this Article, plus (iii) the eight (8) units of assessment attributable to the Country Club pursuant to Section 10 of this Article, all as shown in the Conceptual PUD Plan for the EastWood Property or part of property as from time to time shall be subjected to this Declaration. A copy of the estimated common expenses for the upcoming year as well as a notice outlining the General Assessment to be levied to each owner shall be delivered to each owner at least thirty (30) days prior to the beginning of the fiscal year.

(b) Such budget and assessments shall become effective unless disapproved in a meeting duly called by the Voting Members or their Alternatives representing a majority of Class "A" and Class "B" members. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Voting Members as provided in the By-Laws.

(c) If the proposed budget for the General Assessment is disapproved or if for any reason the Board of Directors fails to approve the budget for the upcoming year, then and until such time as a new budget is approved the current budget and assessment amount shall be in effect.

Section 8. Computation of Neighborhood Assessments.

(a) It shall be the duty of the Board of Directors to prepare a separate budget to be mailed to each resident of the Neighborhood Association sixty (60) days prior to the beginning of each fiscal year. This budget is to reflect estimated neighborhood expenses to be incurred by the Association on behalf of each Neighborhood Association or Committee. Additional services or higher levels of service may be requested by a Neighborhood Association or Committee by petitioning such a request to the Board of Directors prior to establishing the yearly budget by fifty-one percent (51%) of the Unit Owners. Neighborhood Expenses shall be allocated equally among all Unit Owners within the Neighborhood benefiting from such services or improvements.

(b) The budget and assessment amount shall become effective unless disapproved by a majority of the Unit Owners in the Neighborhood to which the budget applies, at a meeting called for such a purpose. A meeting of Unit Owners in a Neighborhood to discuss the budget may be called upon the petitioning of a minimum of ten percent (10%) of the Unit Owners in such a Neighborhood. Meetings of the Neighborhood Committees if called shall be conducted in accordance with the By-Laws.

(c) If the proposed budget for the Neighborhood is disapproved or if for any reason the Board of Directors fails to approve the budget for the upcoming year, then and until such time as a new budget is approved the current budget and assessment amount shall be in effect.

Section 9. Special Assessments.

(a) The Board may levy in any Assessment Year a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of Voting Members representing at least fifty-one percent (51%) of the Members voting in person or by Proxy at a meeting duly called for that purpose. The due date of any Special Assessment under this Article shall be fixed in a resolution authorizing such assessment. Notwithstanding the foregoing, Special Assessments may also be levied against individual Lots, Dwelling Units or Commercial Acres for fines, costs, or expenses incident to such particular property, to bring a Unit in compliance with these Articles and By-Laws or any amendments made to this document.

(b) Funds in excess of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Properties (and which have not previously been collected as reserves or are otherwise available to the Association) shall be levied by the Association as Special Assessments only upon approval of a majority of the Board of Directors of the Association or upon approval by Voting Members representing two-thirds (2/3) of the Members of the Association voting at a duly constituted meeting of the Association.

Section 10. Uniform Rate of Assessment. All General Assessments, Neighborhood Assessments, but not Special Assessments, shall be at a uniform rate for each Lot and Dwelling Unit for which the assessments are being made. All General Assessments, Neighborhood Assessments, but not Special Assessments, for the commercial areas shall be based on one Assessment per acre or fraction thereof for each Commercial Acre; provided, however, a Commercial Acre shall not be subject to assessment until the earlier of: (i) Declarant's transfer and conveyance of fee title to the Commercial Acre, or (ii) the completion of vertical improvements (and related site improvements) upon the Commercial Acre, such completion to be evidenced by the issuance of a Certificate of Occupancy to the vertical improvements. The Country Club shall be subject to eight (8) units of Assessment. Nothing in this Section 10 shall be construed to require a Member other than the Declarant to pay more than the maximum annual assessment in Section 6 above except in accordance with that Section. Nor shall this Section 10 be construed to require a Member other than the Declarant to pay more than such Member's proportionate share (based on the total number of Lots, Dwelling Units, and Commercial Acres subject to assessment under this Declaration) of the estimated operating budget for the year in question, which budget shall be determined as if all Lots and Dwelling Units which have been brought under the scope of this Declaration were occupied and the Association were in full operation.

Section 11. Declarant Assessments. Until such time as the Class "B" membership converts to Class "A" membership, the maintenance costs for the unsold Lots, Dwelling Units, or Commercial Acres chargeable to the Declarant will be determined as follows: The total amounts charged for common expenses to Owners of Lots, Dwelling Units and Commercial Acres, other than the Declarant, will be deducted from the total common expenses as incurred by the Association and the difference will be paid by the Declarant as its contribution to cover the common expenses for the unsold Lots, Dwelling Units, and Commercial Acres owned by the Declarant; however, the Declarant shall not be responsible for payment on any platted Properties. After the Class "B" membership converts to Class "A" membership, the Declarant will pay the same assessment for expenses on each of platted Lots, Dwelling Units and Commercial Acres.

Section 12. Owner Financial Roster.

(a) The Board of Directors of the Association shall prepare a roster of Owners of the Lots, Dwelling Units, and Commercial Acres, and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the

assessment for each Assessment year shall be sent to every Owner subject to such assessment at least thirty (30) days prior to the commencement of the Assessment Year.

(b) 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 13. Effect of nonpayment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If any assessment against a Lot, Dwelling Unit, or Commercial Acre is not paid on the date when due (being the dates specified in Section 5 hereof), then such assessment shall be delinquent and shall, together with interest and cost of collection as provided for in this Declaration, on such date be a continuing lien on the Lot, Dwelling Unit or Commercial Acre which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to such assessment shall remain his personal obligation for the statutory period of limitations.

(b) Prior to the voluntary sale of any Lot, Dwelling Unit, or Commercial Acre the Owner may request from the proper officers of the Association a certificate, in recordable form, as to whether the Owner has paid all assessments to date. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

(c) If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest allowable rate by law, and the Association may bring an action at law against the Owner personally obligated to pay the outstanding assessments and/or bring an action to foreclose the lien against the Lot, Dwelling Unit or Commercial Acre(s). There shall be added to the amount of such assessment all costs of collection, including, but not limited to, the cost of any and all attorneys' fees incident to collection whether or not suit is brought, including attorneys' fees on appeal. In the event a judgment is obtained, such judgment shall include interest in the assessments and a reasonable attorneys' fee to be fixed by the Court together with costs incident to the action.

Section 14. Subordination of the Lien to Mortgages.

(a) The lien of the assessments against any Lot, Dwelling Unit or Commercial Acre shall be subordinate to the lien of any First Mortgagee now or hereafter placed upon the Lot or Dwelling Unit. If a First Mortgagee of record, or other purchaser, obtains title to such property as a result of foreclosure of the lien of such First Mortgagee or as a result of a deed given in lieu of foreclosure thereof, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association chargeable to the former Owner of such Lot, Dwelling Unit or Commercial Acre which became due and payable prior to the acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure, unless such assessments are secured by a Claim of Lien for assessments that is recorded prior to the recording of such mortgage.

(b) Such sale or transfer shall not relieve such Lot, Dwelling Unit or Commercial Acre from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessment. Any such subsequent assessment shall be subordinate to the lien of a First Mortgage placed upon the Lot, Dwelling Unit or Commercial Acre prior to the time of the recording of such subsequent assessment lien.

Section 15. Exempt Property. There shall be exempted from the assessments, charges and liens created herein against all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to public use.

ARTICLE VI

ARCHITECTURAL STANDARDS

Section 1. Authority. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 2 and 3 of this Article VI. This Article may not be amended without the Declarant's written consent so long as the Declarant owns, or has any interest in, any real property subject to this Declaration or subject to annexation to this Declaration.

Section 2. New Construction Committee. The Association shall have a New Construction Committee ("NCC") which shall have exclusive jurisdiction over all original construction on any

portion of the Properties. Until one hundred percent (100%) of the Properties have been developed and conveyed to purchasers (Owners) in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in Section 3 of this Article for the Modifications Committee.

Section 3. Modifications Committee. The Association shall have a Modifications Committee ("MC") which shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The MC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to Lots, existing Dwelling Units or structures containing Dwelling Units and the open space, if any, appurtenant to such Dwelling Units, except for structures on the Commercial Acres. A separate Modifications Committee shall be established exclusively for the Commercial Acres. The Commercial Acres Modifications Committee shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The Commercial Acres Modifications Committee shall have exclusive jurisdiction over modifications, additions, or alterations made on or to the Commercial Acres.

Section 4. Review of Proposed Construction.

(a) No construction of any type to include staking, grading, clearing of any shrubs or bushes, excavation, nor site work may be commenced until compliance with the below mentioned articles are approved by either Committee.

(b) Each Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the proposed construction, alterations or additions shown in such plans and specifications in the locations indicated will not be detrimental to the appearance of the Properties as a whole, and that the appearance of any structure affected by such proposed constructions, alterations or additions will be in harmony with the surrounding structures and is otherwise desirable. Each Committee shall adopt design review criteria for submissions, which criteria may be amended from time to time by such Committee. However, any proposal or plans and specifications submitted in compliance with paragraph (c) shall be subject to the criteria in effect prior to the date of submission and not to any amendments adopted after that date.

(c) Each Committee 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. Each Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval. Each Committee may require such detail in 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.

(d) A Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely for the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Properties. A Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes 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 standpoint of structural safety or conformance with building or other codes.

(e) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the appropriate Committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of such Owner's Dwelling Unit or other existing structure, or to paint the interior of such Owner's Dwelling Unit or other existing structure any color desired.

(f) Until receipt by a Committee of any and all required plans and specifications, such Committee may postpone review of any plans submitted for approval. Such Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved.

(g) The New Construction Committee and the Modifications Committee, as applicable, shall be the ultimate deciding body as to the decisions within its jurisdiction described above and their respective decisions shall take precedence (to the extent such decisions are more restrictive) over all applicable permit requirements and all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

Section 5. Meetings of the NCC and MC. The NCC and MC shall meet from time to time as necessary to perform its duties hereunder. Each Committee may from time to time, by resolution unanimously adopted in writing, designate any Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of such Committee, except the granting of variances pursuant to Section 10 hereof. In the absence of such designation, the vote of a majority of the members of a committee shall constitute an act of such Committee.

Section 6. No Waiver of Future Approvals. The approval by the NCC and MC 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 Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval or consent.

Section 7. Compensation. The NCC and MC members shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. Each Committee however, shall have the power to engage the services of professionals to serve as members of the Committee for compensation for purposes of aiding the Committee in carrying out its functions.

Section 8. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article VI, the applicant (the "Applicant") shall give written notice of completion to the appropriate Committee.

(b) Within thirty (30) days after receipt of the notice of completion, the appropriate Committee or its duly authorized representative may inspect such improvement. If such Committee finds that such work was not completed in

substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particular of noncompliance, and requiring the Applicant to remedy such noncompliance.

(c) If, upon the expiration of thirty (30) days from the date of such notification of noncompliance, the Applicant shall have failed to remedy such noncompliance, such Committee shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature and estimated costs of correcting or removing the noncompliance.

(d) If the Board determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying construction, alteration, addition or improvement or remedy the noncompliance, or bring legal action against the Applicant to enforce compliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a Special Assessment against such Applicant for reimbursement.

(e) If for any reason the appropriate Committee fails to notify the Applicant of any noncompliance within thirty (30) days after receipt of the written notice of completion from the Applicant, the Improvement shall be deemed to have been made in accordance with said approved plans.

Section 9. Non-Liability of Committee Members. Neither any Committee nor any member thereof, nor any Committee's duly authorized representatives, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of a Committee's or its members' or authorized representative's duties under this Article VI, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability.

Section 10. Variance. A Committee may authorize variances from compliance with any of the design review criteria established by it when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing and signed

by at least a majority of the members of such Committee. 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 covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the premises.

Section 11. Declarant's Exemption. The Declarant shall be exempt from the provisions of this Article VI with respect to construction, alterations and additions to be made by Declarant and shall not be obligated to obtain Committee approval for any construction or changes in construction which the Declarant may elect to make at any time. Declarant is not exempt, however, from Orange County requirements for the PUD and subdivision regulations.

Section 12. Attorneys' Fees. For all purposes necessary to enforce this Article, the Association shall be entitled to collect reasonable attorneys' fees, court costs and other expenses against an Owner, whether or not litigation is instituted, and the Board may assess such amounts in the form of a Special Assessment.

Section 13. County Code. No approval pursuant to this Article VI shall in any way permit any violation of Orange County Code.

ARTICLE VII

INSURANCE

(a) Property and casualty insurance on the Common Properties shall be maintained through the Association, in an amount equal to the maximum insurable value thereof. All damaged property shall be repaired and restored to the original condition using the proceeds of the insurance and, if the insurance proceeds are inadequate to cover the costs of such repair and restoration, Special Assessments. In the event that the insurance proceeds shall be greater than the amount required to repair and restore the damage, the excess shall be deposited with the Association for the operation of the Association and/or maintenance of the Properties. Prior to the end of each policy year, the Association shall cause the insured properties to be reappraised and shall adjust the insurance coverage so that the Common Properties are insured for their maximum insurance value.

(b) The Association shall also purchase liability insurance and such other insurance as may be necessary on the Common Properties and for purposes of properly operating the Association. The Association may also purchase liability insurance covering the Association's Directors and Officers.

(c) The premiums of all insurance policies purchased by the Association shall be deemed to be general expenses for the Association and shall be paid by the Members through General Assessments.

ARTICLE VIII

MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION

Section 1. Division of Responsibility.

(a) The responsibility for the maintenance of the Properties is divided between the Association, the Owners of the Lots, Commercial Acres, and the Country Club, respectively. Maintenance of the Lots, Commercial Acres and the Country Club Property is the responsibility of the Owners of the Lots, Commercial Acres and the Country Club, respectively, except as described below. The maintenance of the Common Properties is the responsibility of the Association.

(b) The Board of Directors has the right to require the Members to maintain their Lots, Dwelling Units or Commercial Acres, in a manner benefiting the standards of the community; and this responsibility of the Owner, unless otherwise assumed by the Association in accordance with the terms of this Declaration, shall include the Member's obligation to maintain the shrubbery in a neat and trimmed manner, and to remove all objectionable debris or material as may be located on the Lot.

(c) Upon resolution of the Board of Directors, each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of maintaining certain portions of the Common Areas adjacent to a Neighborhood including but not limited to the costs of maintaining rights-of-way and greenbelts between Neighborhoods and adjacent public roads and private streets within a Neighborhood, regardless of ownership.

(d) Any Neighborhood Association having responsibility for maintenance of all or portions of the Common Properties

within the Neighborhood in accordance with this Declaration shall perform such maintenance in a manner consistent with the community wide standards; these standards being established and published by the Board of Directors. If any such Neighborhood Association fails to perform its maintenance responsibility as required herein, the Association may perform it and assess the costs against all units within such Neighborhoods.

(e) In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family or guests, lessees, or invitees, the cost of such maintenance or repairs shall be borne by the Owner and may be assessed by the Board of Directors as a Special assessment against such Owner's Lot or Dwelling Unit.

Section 2. Enforcement of Maintenance Responsibilities of Owner.

(a) In the event any Owner has failed to maintain the exterior of his Lot, Dwelling Unit or Commercial Acres (where the Association is not otherwise required to do so) in accordance with general standards of the community then, after reasonable notice to the Owner specifying such failure and upon Owner's neglect or refusal to remedy the problem, the Board of Directors, in addition to maintenance upon the Common Properties, may provide any of the exterior maintenance (not otherwise the responsibility of the Association) upon each dwelling it deems necessary in its sole discretion.

(b) General standards of the community shall include but not be limited to:

(i) No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Properties, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon.

(ii) All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition.

(iii) The Lots, Commercial Acres and any dwellings or other buildings or improvements thereon shall be kept in good, safe, clean, neat and attractive condition, and all buildings, structures and improvements thereon shall be maintained in a finished and attractive condition.

(c) Upon the failure to maintain the premises as aforesaid to the satisfaction of Declarant or the Association, and upon the Association's or Owner's failure to make such improvement corrections as may be necessary within fifteen (15) days after receipt of written notice by Declarant or the Association, the Declarant or the Association may enter upon such premises and make such improvements or corrections as may be necessary. Written notice need not be given in the case of emergency, and the Declarant or the Association may without any prior notice directly remedy the problem.

(d) Such entry by the Declarant or the Association or its agents shall not be a trespass and by acceptance of a deed to a Lot, Dwelling Unit or Commercial Acre, or by the recordation of this Declaration, such party has expressly given the Declarant and the Association the continuing permission to do so, which permission may not be revoked.

Section 3. Maintenance of Masonry Walls. Any masonry walls originally constructed by the Declarant surrounding portions of the Properties shall be maintained by the Association, and a perpetual easement of ingress and egress over the Lots, land on which Dwelling Units are located, and the Commercial Acres and any common areas of Neighborhood Associations (if any), abutting such masonry walls is hereby granted to the Association for purposes of repair, construction and maintenance activities related to any such masonry walls. No Owner shall use any such masonry wall as support for any walls on the Owner's property. The Association shall not be required to maintain any masonry walls installed by an Owner.

Section 4. Assessment of Costs. The cost of exterior maintenance which is not performed by the Association as part of its regular maintenance responsibilities shall be assessed against the Lot, Dwelling Unit or Commercial Acre upon which such maintenance is performed, and, at the option of the Board of Directors, either be added to and become part of the General Assessment to which such Lot, Dwelling Unit or Commercial Acre is subject under Article VIII hereof, or become a Special Assessment for such expenses; and, as a part of such General Assessment or as a Special Assessment, it shall be a lien against the Lot, Dwelling Unit or Commercial Acre and obligation to the Owner and shall become due and payable in all respects as provided in Article VIII hereof.

Section 5. Dissolution of Association. In the event of the dissolution or termination of the Association, Orange County shall not be obligated to carry out any of the maintenance

obligations of the Association unless such obligations are undertaken by way of a resolution of the Orange County Board of County Commissioners.

Section 6. Management Services. The Association may contract for the management of all or part of the Common Properties.

Section 7. Utility Services. The Association may contract with public or private utility companies for purposes of supplying utility services to the Properties and may assess the costs and expenses charged by such utility companies as part of the General Assessments or as a Special Assessment.

ARTICLE IX

PERMITTED AND PROHIBITED USES

Section 1. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise. Dredging and excavating, and installation of wells and pumps, are permitted in connection with the construction or reconstruction of Common Properties, Dwelling Units or structures on the Lots or Commercial Acres.

Section 2. Trash. No part of the Property shall be used or maintained as a dumping ground for trash, rubbish or garbage, provided, however, that Declarant shall be entitled to maintain upon the Properties storage piles of fill material which fill material has been excavated from the Properties.

Section 3. Parking.

(a) The parking and storage of automobiles and other motor vehicles, including but not limited to commercial or recreational vehicles, may not be permitted on the Properties except in certain designated areas, if and when the Board of Directors designates such areas. By way of example but not limitation, this provision shall apply to all cars, boats, campers, trailers and vans, golf carts, mobile homes, or other water crafts.

(b) The Board of Directors is specifically authorized to promulgate additional rules and regulations pertaining to parking, and the Board of Directors is specifically granted by this Declaration the right to enforce this Declaration and the parking regulations by authorizing and directing, or contracting with a duly licensed towing company for, the towing of vehicles which are in violation of the parking regulations.

Section 4. Signs. No sign of any nature whatsoever shall be erected or displayed upon the Common Properties except where express prior written approval of the size, shape, content and location thereof has been obtained from the NCC or MC, which approval may be arbitrarily withheld, except that withholding of consent by the NCC or MC for advertising and promotion of the Properties shall not be arbitrary or unreasonable.

Section 5. Additional Temporary or Permanent Structures; Walls. No structure of a temporary or permanent character, shall be used or erected on any of the Properties without prior approval of the NCC or MC.

Section 6. Animals. Only common, domesticated, household animals, such as dogs or cats, shall be permitted to be kept on the Properties as pets. All pets shall be leashed and/or controlled while on any part of the Properties not owned by the owner of that pet and shall not be allowed to become a nuisance. If a pet is permitted to roam free, or in the discretion of the Board of Directors becomes an endangerment to any persons health, makes objectionable noise, or constitutes a nuisance to the Owners of other Units, the pet may be removed by Board of Directors, after written notification is made to the owner of pet and the pet owner refuses to comply.

Section 7. Nuisance and Trespassing. Nothing shall be done on any part of the Properties which may be or may become an annoyance or nuisance, such question shall be submitted to the Association for a decision in writing whose decision shall be final. The Board of Directors shall have the authority to have any unauthorized person or vehicle arrested or removed from the Properties.

Section 8. Pools. All pools must be approved prior to installation. Above ground pools are prohibited.

Section 9. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radios or other signals of any kind shall be placed, or allowed or maintained upon any portion of the property. A master antenna or apparatus may be installed by the Declarant for the benefit of all or a portion of the Property.

Section 10. Guns. The discharge of firearms within the Property is prohibited. Firearms is a term to include B-B guns, pellet guns and other firearms of all types regardless of size or use.

Section 11. Trees. No trees shall be removed except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the Board of Directors.

Section 12. Artificial Vegetation, Exterior Sculpture and other Outdoor Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags and other similar items must be approved prior to installation by the NCC or MC.

Section 13. Weeds. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the Properties, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, and in the event that any Owner shall fail or refuse to keep his Lot, Dwelling Unit, or Commercial Acre free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon such Lot, Dwelling Unit or Commercial Acre and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass.

Section 14. Additional Rules and Regulations. The Declarant, until the Turnover Meeting, and thereafter the Board of Directors of the Association, may establish such additional rules and regulations as may be deemed for the best interest of the Association and its Members for purposes of enforcing the provisions of this Article.

Section 15. Fencing and Site Obstruction. Any and all fencing must be submitted to the NCC or MC for review prior to installation. All fence height will be limited to 6 feet in accordance with the design review criteria for EastWood. Fencing on the golf course, or where the fence will cause visual obstruction to traffic is discouraged.

Section 16. Wells. The drilling of wells for the purpose of irrigation is prohibited.

Section 17. "Nuisances". Clotheslines, exterior bright "spot" lighting and/or any other items that are considered a "nuisance" or shall be a detriment to either the property owners, or the association is restricted. The Board of Directors acting in their capacity may evaluate and take action on any item they consider a nuisance.

Section 18. Right to Abate Violations. The Association or the Declarant, prior to the Turnover Meeting, and the Association thereafter, after reasonable notice and opportunity to cure a violation given to an owner, may cure the violation and charge the cost thereof against the Owner as a Special Assessment.

Section 19. Exception for Declarant. The Declarant provided that it owns any Lot, Dwelling Unit or Commercial Acre in the Properties or in the event that the Declarant is doing construction work within the Properties, shall be exempt from the provision of this Article IX.

ARTICLE X

ENFORCEMENT PROVISIONS

Section 1. Rules and Regulations. The Board of Directors is specifically granted the power to pass rules and regulations for purposes of enforcing this Declaration. No such rules or regulations shall in any way violate the Orange County Code.

Section 2. Enforcement - General. Failure of an Owner to comply with a provision in this Declaration or a provision in the By-laws, Articles or Rules and Regulations of the Association shall provide the Association and each Owner with the right to bring legal action in law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof. The Board of Directors shall be prohibited from maintaining any legal action instituted by the Association without ratification by seventy-five percent (75%) of the voting members of the Association, unless otherwise provided herein. All costs and expenses incurred by the Association in terminating or resolving a violation of this Declaration, inclusive of attorneys' fees (whether or not litigation is instituted) shall be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of a General Assessment, or Special Assessments, including but not limited to a foreclosure proceeding. In addition, at its option, Orange County, Florida shall have the right to enforce any and all of the provisions of this Declaration.

Section 3. Enforcement - After Turnover. After termination of the Class "B" Membership no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Voting Members. In the case of such a vote on any matter involving this document, the Voting Member must be authorized to do so by seventy-five percent (75%) vote of all members in his or her voting district. At large Voting Members shall not be required to do so. This restriction does not apply to actions brought to enforce these provisions, nor counter claim brought against the Association.

ARTICLE XI

THE COUNTRY CLUB

Section 1. Conveyance of Country Club. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other person or entity with regard to the continuing ownership or operation of the Country Club as same presently exists, and no purported representation or warranty in such regard shall ever be effective without an amendment hereto executed or joined into by the Declarant. Further, the ownership or operational duties of the Country Club may change at any time and from time to time by virtue of, but without limitation, (i) the sale to or assumption of operations of the Country Club by an independent person or entity, (ii) the conversion of the Country Club membership structure to an "equity" or similar arrangement whereby the members of the Country Club or an entity owned by or controlled by the members thereby become the owner(s) and/or operator(s) of the Country Club, (iii) the conveyance, pursuant to contract, option or otherwise, of the Country Club to one or more affiliates, shareholders, employees or independent contractors of Declarant or the Country Club, or (iv) the conveyance of the Country Club to the Association, with or without consideration and subject or not subject to a mortgage(s) or other encumbrance. As to any of the foregoing or any other alternative, no consent of the Association is required for or without consideration and subject to or not subject to any mortgage, covenant, lien or other encumbrance on the applicable land and other property. No amendment to this Article, and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the Country Club. The foregoing shall not apply, however, to amendments made by the Declarant. The foregoing shall also apply to other provisions of this Declaration which are, in the sole discretion of the Country Club, for the benefit of the Country Club. No Owner shall have any right to membership in the Country Club solely by virtue of ownership of any Lot, Dwelling Unit, or Commercial Acre, nor shall the Country Club have any obligation to offer memberships to any Owner or any other person.

Section 2. Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Country Club shall cooperate to the maximum extent possible in the operation of the Properties and the Country Club. Each shall reasonably assist the other in upholding community wide standards pertaining to maintenance and common scheme of development.

ARTICLE XII

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, or the Owner of any land subject to this Declaration, Orange County, Florida, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded. After the original thirty (30) year period, the covenants and restrictions contained in this Declaration shall be automatically extended for a successive period of ten (10) years unless prior to the end of such thirty (30) year period, or each successive ten (10) year period, an instrument signed by the then Owners of two-thirds (2/3) of the Lots, Dwelling Units and Commercial Acres agreeing to terminate the covenants and restrictions at the end of such thirty (30) year or ten (10) year period has been recorded in the Public Records of Orange County. No such agreement to terminate the covenants and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be permissible by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by 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.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended by an instrument signed by Owners of not less than two-thirds (2/3) of the total number of Lots, Dwelling Units and Commercial Acres. Declarant shall have the right in addition to filing Supplemental Amendments as set forth in this Declaration, at any time on or before December 12, 1993, to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein, or to change or add provisions to this Declaration for the purpose of meeting the requirements of governmental agencies, including but not limited to the Federal Housing Administration and the Veterans Administration. Such

Amendment need be executed and acknowledged by the Declarant only, and need not be approved by the Association, Owners, lienors and mortgagees of Dwelling Units, Lots, or Commercial Acres whether or not elsewhere required for amendments. No Amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection. All such amendments shall be subject to the approval of Orange County, Florida.

Section 5. Temporary Committees. The Declarant, prior to Turnover of the Association, at its sole discretion, may create temporary committees for the purpose of aiding in the transition of the Association from Declarant control to control by the Membership.

Section 6. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-laws of the Association and the Articles shall take precedence over the By-laws.

Section 7. Withdrawal. Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration.

Section 8. FHA/VA/FNMA/FHLMC Approval. As long as there is a Class "B" membership, the following actions will require the prior approval of the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, where any of such entities has an interest: mergers and consolidations, mortgaging of Common Properties, dedication to a public body of any of the Common Properties, dissolution and amendment of this Declaration, and annexation of additional properties.

Section 9. Orange County Code. Nothing herein shall be construed as a waiver or alteration of a specific Orange County Code section applicable to EastWood.

ARTICLE XIII

PRE-TREATMENT PONDS

Section 1. The Association shall not dissolve voluntarily unless and until:

(a) the Association has delegated all responsibility for the maintenance of the pre-treatment ponds as described in that certain Developer's Agreement recorded in Official Records Book 3940, Page 843, Public Records of Orange County, Florida (the "Pre-Treatment Ponds") to another entity, institution or governmental agency or body satisfactory to Orange County, and said entity, institution, governmental agency or body has accepted said maintenance responsibility; or

(b) the Board of County Commissioners of Orange County, Florida voluntarily consents to the dissolution of the Association.

Section 2. Declarant shall grant to Orange County an easement for drainage purposes over such portions of the Properties as are mutually acceptable to Declarant and Orange County from dedicated road rights of way within the Properties to the Pre-Treatment Ponds.

Section 3. The Association shall have the right to set up a reserve fund for the purpose of repairing and maintaining the Pre-Treatment Ponds, and the General Assessments levied by the Association shall be in such amounts so that the Association shall have sufficient monies in said reserve fund to properly maintain all Pre-Treatment Ponds.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions has been signed by Declarant, the day and year first above set forth.

WITNESSES:

DRS LIMITED, a Florida limited partnership

By: THE SAWRUK GROUP, INC., a Florida corporation and General Partner of DRS Limited

Charles A. Fletcher Jr

Suzanne M. Sundstrom

By: Michael Sawruk
Michael Sawruk, President

(DECLARANT)

EASTWOOD COMMUNITY ASSOCIATION,
INC.

Charles A. Fletcher

By: Tim Sawruk
President

Suzanne M. Sundstrom

Caran Garrity

Suzanne M. Sundstrom

Attest: Charles A. Fletcher
Secretary

(SEAL)

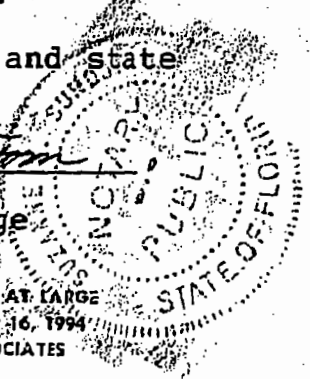


STATE OF FLORIDA)
) SS:
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Michael Sawruk, as President of THE SAWRUK GROUP, INC., a Florida corporation, on behalf of the corporation, as General Partner of DRS LIMITED, a Florida Limited Partnership, on behalf of the partnership, to me well known to be the officers who executed and placed the seal on the foregoing instrument and acknowledged the execution thereof to be the free act and deed of such limited partnership for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state aforesaid this 29 day of April, 1991.

Suzanne M. Sundstrom
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



NOTARY PUBLIC; STATE OF FLORIDA, AT LARGE
MY COMMISSION EXPIRES NOVEMBER 16, 1994
BONDED THRU HUCKLEBERRY & ASSOCIATES

STATE OF FLORIDA)
) SS:
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Michael Sawenk, President, and Charles A. Fletcher Jr, Secretary of EASTWOOD COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, to me well known to be the officers who executed and placed the corporation's seal on the foregoing instrument and acknowledged the execution thereof to be the free act and deed of such corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state aforesaid this 29 day of APRIL, 1991.

Suzanne M. Sundstrom
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE
MY COMMISSION EXPIRES NOVEMBER 16, 1994
BONDED THRU HUCKLEBERRY & ASSOCIATES

OR 4286 PG 1448

EXHIBIT A

PARCEL 1 All of Section 35, Township 22 South, Range 31 East, less the East 1/2 of Northwest 1/4 of Northwest 1/4, East 1/2 of Southwest 1/4 of Southwest 1/4, Northeast 1/4 of Northeast 1/4 of Northwest 1/4, West 1/2 of Southeast 1/4 of Northeast 1/4 of Northwest 1/4 AND ALL of Section 36, Township 22 South, Range 31 East, Less West 1/2 of Northwest 1/4 of Northwest 1/4, Northeast 1/4 of Northwest 1/4, Northwest 1/4 of Northeast 1/4, West 1/2 of Northeast 1/4 of Northeast 1/4, Southeast 1/4 of Northeast 1/4, Northeast 1/4 of Southeast 1/4, Northwest 1/4 of Southeast 1/4 of Southeast 1/4, Northeast 1/4 of Southwest 1/4 of Southeast 1/4, situate, lying and being in Orange County, Florida; and

PARCEL 2 The Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 36, Township 22 South, Range 31 East; and

PARCEL 3 That part of the West 1,468 feet of the Northwest 1/4 of Section 2, Township 23 South, Range 31 East, lying North of Right-of-Way for Alafaya Trail Extension as recorded in Official Records Book 3411, Page 1192 of the Public Records of Orange County, Florida.

OR4286 PG1449

EXHIBIT B

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTIONS 34 & 35, TOWNSHIP 22 SOUTH, RANGE 31 EAST, AND SECTION 2, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 31 EAST AND RUN N89°32'4"E ALONG THE NORTH LINE OF SAID SECTION 35 A DISTANCE OF 661.58 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE DEPARTING SAID NORTH LINE RUN S00°25'00"E ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 A DISTANCE OF 1344.83 FEET TO THE SOUTHWEST CORNER OF SAID EAST 1/2; THENCE DEPARTING SAID WEST LINE RUN N89°27'04"E ALONG THE SOUTH LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 A DISTANCE OF 662.39 FEET TO THE SOUTHEAST CORNER OF SAID EAST 1/2; THENCE DEPARTING SAID SOUTH LINE RUN N00°27'04"W ALONG THE EAST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 A DISTANCE OF 1343.86 FEET TO THE NORTHEAST CORNER OF SAID EAST 1/2; THENCE DEPARTING SAID EAST LINE RUN N89°32'04"E ALONG THE AFOREMENTIONED NORTH LINE OF SECTION 35 A DISTANCE OF 661.58 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE DEPARTING SAID NORTH LINE RUN S00°29'09"E ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 A DISTANCE OF 1342.90 FEET TO THE SOUTHWEST CORNER OF SAID EAST 1/2; THENCE DEPARTING SAID WEST LINE RUN N89°27'04"E ALONG THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 A DISTANCE OF 331.19 FEET TO THE SOUTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID SOUTH LINE RUN N00°30'11"W ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 A DISTANCE OF 671.21 FEET TO THE NORTHEAST CORNER OF SAID WEST 1/2; THENCE DEPARTING SAID EAST LINE RUN N89°29'34"E ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 A DISTANCE OF 330.99 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID SOUTH LINE RUN N00°31'13"W ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 A DISTANCE OF 670.97 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID EAST LINE RUN N89°47'00"E ALONG THE AFOREMENTIONED NORTH LINE OF SECTION 35 A DISTANCE OF 2671.38 FEET TO THE NORTHEAST CORNER OF SAID SECTION 35; THENCE DEPARTING SAID NORTH LINE RUN

S00°32'56"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35 A DISTANCE OF 2664.49 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE S00°29'00"E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 35 A DISTANCE OF 2601.60 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 35; THENCE DEPARTING SAID EAST LINE RUN S89°52'09"W ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 2671.00 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 35; THENCE S89°42'41"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35 A DISTANCE OF 1196.85 FEET TO THE EAST LINE OF THE WEST 1468.00 FEET OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 23 SOUTH, RANGE 31 EAST; THENCE DEPARTING SAID SOUTH LINE AND SAID SECTION 35 RUN S00°04'53"E PARALLEL WITH THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 832.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ALAFAYA TRAIL (A 100.00 FOOT R/W) AS RECORDED IN OFFICIAL RECORD BOOK 3411, PAGES 1192 THROUGH 1194 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1850.00 FEET; THENCE FROM A CHORD BEARING OF N62°09'58"W RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 1699.97 FEET THROUGH A CENTRAL ANGLE OF 52°38'57" TO THE POINT OF TANGENCY; THENCE N88°29'26"W ALONG SAID NORTHERLY RIGHT OF WAY LINE 1814 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 23 SOUTH, RANGE 31 EAST; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN N00°04'53"W ALONG SAID WEST LINE 5875 FEET TO THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 35; THENCE N00°16'18"W ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 35 A DISTANCE OF 2642.56 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE N00°22'11"W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35 A DISTANCE OF 1999.54 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 3250.00 FEET; THENCE DEPARTING SAID WEST LINE FROM A CHORD BEARING OF N06°12'11"W RUN NORTHERLY ALONG THE ARC OF SAID CURVE 660.35 FEET THROUGH A CENTRAL ANGLE OF 11°38'30" TO THE POINT OF TANGENCY; THENCE N00°22'56"W A DISTANCE OF 36.36 FEET TO THE NORTH LINE OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 31 EAST; THENCE N89°58'23"E ALONG SAID NORTH LINE 67.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THAT PART OF THE WEST 37.00 FEET OF THE EAST 67.00 FEET OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, LYING SOUTH OF THE PROPOSED LAKE UNDERHILL ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 27 RUN S89°58'23"W ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 30.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S89°58'23"W ALONG SAID SOUTH LINE 37.00 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°19'09"W PARALLEL WITH SAID EAST LINE OF

THE SOUTHEAST 1/4 A DISTANCE OF 1417.14 FEET TO THE PROPOSED SOUTH RIGHT OF WAY LINE OF LAKE UNDERHILL ROAD; THENCE N89°41'12"E ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE 37.00 FEET TO THE WEST RIGHT OF WAY LINE OF WOODBURY ROAD AS RECORDED IN OFFICIAL RECORD BOOK 95, PAGE 504 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S00°19'09"E ALONG SAID WEST RIGHT OF WAY LINE 1417.33 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

LOTS 1-95, INCLUSIVE OF PARCEL 6 OF DEER RUN SOUTH PUD PHASE I AND ALL OTHER PROPERTIES LOCATED WITHIN THE PLAT OF PARCEL 11 OF DEER RUN SOUTH PUD, PHASE I INCLUDING TRACTS A, B, C, AND D, AS SHOWN ON SUCH PLAT, RECORDED IN PLAT BOOK 22, PAGES 2, 3, AND 4, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOTS 1-195, INCLUSIVE OF PARCEL 11 OF DEER RUN SOUTH PUD PHASE I AND ALL OTHER PROPERTIES LOCATED WITHIN THE PLAT OF PARCEL 11 OF DEER RUN SOUTH PUD, PHASE I INCLUDING TRACTS A THROUGH I, AS SHOWN ON SUCH PLAT, RECORDED IN PLAT BOOK 24, PAGES 6-9, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOTS 1-58, INCLUSIVE OF DEER RUN SOUTH PUD PHASE I, PARCEL 9, SECTION 1 AND ALL OTHER PROPERTIES LOCATED WITHIN THE PLAT OF DEER RUN SOUTH PUD PHASE I, PARCEL 9, SECTION 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGES 134-140, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

RECORDED & RECORD VERIFIED

Martha A. Haynie

County Comptroller, Orange Co., FL

OR4286 PG | 452

(k) "Declarant" shall mean DRS Limited, a Florida limited partnership, successor in interest to Deer Run South Land Joint Venture, a Florida joint venture pursuant to that certain Deer Run South Land Joint Venture Agreement dated July 26, 1985 by and between Amerifirst Development Corporation, a Florida corporation and Continental United Properties Florida, Inc., a Florida corporation (the "DRS Limited"), and its successors and assigns. Any rights specifically reserved to DRS Limited in any instrument of conveyance shall not inure to the benefit of its successors or assigns unless such rights are assigned by DRS Limited in a recorded instrument to such successor or assignee and such

successor or assignee accepts the obligations of Declarant. The Declarant may assign or pledge any or all of its rights reserved under the Land Use Documents upon a specific designation to such assignee in an instrument of conveyance or assignment. Reference to DRS Limited as the Declarant is not intended, and shall not be construed, to impose upon DRS Limited any obligation or liability for the acts or omissions of third parties who purchase Lots within EastWood from DRS Limited and develop and resell such Lots.

ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00) and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **DRS LIMITED**, a Florida limited partnership (hereinafter referred to as "Assignor"), does hereby transfer, set over, assign and convey unto **BENGE CORP.**, a Florida corporation (hereinafter referred to as "Assignee"), and Assignee does hereby agree to assume, all of Assignor's rights, privileges, duties, obligations and liabilities in, to and under those certain leases, contracts, agreements and other matters described on **EXHIBIT "A"** attached hereto, and all additions, amendments or modifications thereto (hereinafter referred to as the "Assigned Matters"), together with all of Assignor's right, title and interest in and to the Assigned Matters and all rights, powers and privileges conferred by the Assigned Matters upon Assignor, and Assignor hereby authorizes Assignee to exercise said rights, powers and privileges in as full a manner as Assignor is authorized to exercise the same, to the extent permitted by applicable law.

By its execution hereof, Assignee hereby assumes all of Assignor's obligations under the Assigned Matters, and agrees to defend, indemnify and hold harmless, the Assignor from and against any loss, damage, claim, liability, cost or expense (including reasonable attorneys fees) incurred by or asserted against Assignor arising from or in connection with Benge's failure to pay and perform all obligations of Assignor under the Assigned Matters.


This Assignment and Assumption Agreement shall be binding upon the parties hereto and their successors and assigns, and shall inure to the benefit of the parties hereto and their successors and assigns.

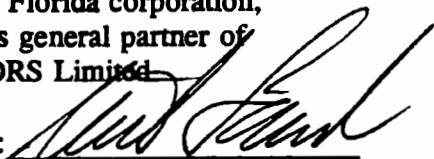
IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment and Assumption Agreement to be executed in manner and form sufficient to bind them as of this 19th day of December, 1994.

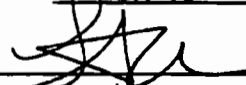
Signed, sealed and delivered
in the presence of:

**DRS LIMITED, a Florida
limited partnership**

By: The Sawruk Group, Inc.,
a Florida corporation,
as general partner of
~~DRS Limited~~


Name: MICHAEL RYAN

By: 
Name: Michael Sawruk
Its: President


Name: THOMAS H. WARLICK

(CORPORATE SEAL)

"ASSIGNOR"

DOC# 20190719471
11/14/2019 03:16:58 PM Page 1 of 4
Rec Fee: \$35.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
PU - Ret To: LOWNDES DROSDICK ET AL



BENGE CORP., a Florida corporation

Michael Ryan
Name: MICHAEL RYAN
Thomas H. Warlick
Name: THOMAS H. WARLICK

By: *Tony M. Benge*
Name: Tony M. Benge II.
Title: President

(CORPORATE SEAL)

"ASSIGNEE" —

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of December 1994 by Michael Sawruk, as President of The Sawruk Group, Inc., a Florida corporation, general partner of DRS LIMITED, a Florida limited partnership, on behalf of the partnership. He is personally known to me or produced as identification.

Eunice R. White
Name of Notary EUNICE R. WHITE
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: CC317548
My Commission Expires: October 28, 1997
BOUNDED THRU TROY FAIR INSURANCE, INC.

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 19th day of December 1994 by TONY M. BENGE, as President of BENGE CORP., a Florida corporation, on behalf of the corporation. He is personally known to me or produced as identification.


Eunice R. White
Name of Notary EUNICE R. WHITE
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: _____
My Commission Expires: _____
 EUNICE R. WHITE
MY COMMISSION # CC317548 EXPIRES
October 28, 1997
BOUNDED THRU TROY FAIR INSURANCE, INC.

EXHIBIT "A"

[To Assignment and Assumption Agreement]

1. Purchase and Sale Contracts with respect to lots which have not closed as of the date of this Assignment and Assumption Agreement as identified as follows:

- ~~a. Contract with U.S. Home Corporation, as to Parcel 9 lot, dated August 5, 1993, as modified.~~
- b. Contract with Craven Homes, Inc. as to Parcel 9 lots, dated May 14, 1993, as modified.
- c. Contract with Cambridge Homes, Ltd., as to Parcel 2A lots, dated September 14, 1993, as modified.
- d. Contract with Central Florida Homebuilders, Inc., as to Parcel 2B lots, dated November 18, 1993, as modified.

~~a.~~ Contract with Davis Homes of Central Florida as to Parcel 2C lots, dated February 5, 1993 as modified.

~~b.~~ Contract with D. R. Horton, Inc., as to Parcel 7 lots, dated July 20, 1993, as modified.

~~g.~~ Contract with D. R. Horton, Inc., as to Parcel 4 lots, dated July 20, 1993, as modified.

2. The specific contracts as set forth in Schedule "A-1" attached hereto.
3. All licenses, governmental approvals and permits and development orders and approvals of every nature relating to the property conveyed by Assignor to Assignee of even date herewith.
4. The rights of the Developer or Declarant under all recorded covenants and in connection with the property owners' associations for the EastWood property.
5. School Site Reservation Agreement with the Orange County School Board dated August 23, 1994, reserving unto the Assignor all of the Impact Fee Credits allowed to Assignor under paragraph 9 of the Agreement.

Schedule "A-1"
(2 Pages)

EastWood Contracts

All Contracts Are To Be Assumed

1. ~~Parcels 3 & 4 (Villages II)~~
~~D.R.M.P. - Scope of Services (In process)~~
~~DeWitt Excavating - Underground (In process)~~
~~DeWitt Excavating - Limited Grading Plan (90% complete)~~
~~Florida Power - Electrical Service (In process)~~
2. Parcel 7 (Turnberry Pointe)
K.H.C. - Turnberry Pool/Cabana (In process)
3. ~~Parcel 12B (Woodlands)~~
~~D.R.M.P. - Scope of Services (Not in Process)~~
~~DeWitt Excavating - Grading, Underground & Site Work (Not in process)~~
4. Parcel 14A (Central Park)
D.R.M.P. - Scope of Services (Not in Process)
K.H.C. - Construction of Structures/Facilities (Not in process)
5. Lakeshore Park (Phase I, Phase II)
D.R.M.P. - Scope of Services (Not in process)
6. ~~Golfway Extension~~
~~D.R.M.P. - Scope of Services (Not in process)~~
~~DeWitt Excavating - Grading, Underground & Site work (Not in process)~~
8. Peoples Gas Company Agreements
Parcel 2 (Villages at EastWood) - Completed
~~Parcels 3 & 4 (Villages II) - Not in process~~
Parcel 6 (Eagle Lake) - Completed
Parcel 7 (Turnberry Pointe) - Completed
~~Parcel 8 (Mainfield Pointe) - Not in process~~
~~Parcel 12B (Woodlands) - Not in process~~
9. Telsat Cable Television
Developers Agreement - Ongoing Contract

EASTWOOD

5. Golf Course Operations

- a. Article XI “The Country Club” from the Amended, Restated and Consolidated Declaration of Covenants and Restrictions for Eastwood dated 4/29/91; recorded 5/10/91
- b. Amended and Restated Declaration of Restrictive Covenants dated 12/16/94; recorded 12/20/94
- c. Termination and Cancellation of Amended and Restate Declaration of Restrictive Covenants for Golf Course Property dated 8/31/20; recorded 9/8/20

ARTICLE XI

THE COUNTRY CLUB

Section 1. Conveyance of Country Club. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other person or entity with regard to the continuing ownership or operation of the Country Club as same presently exists, and no purported representation or warranty in such regard shall ever be effective without an amendment hereto executed or joined into by the Declarant. Further, the ownership or operational duties of the Country Club may change at any time and from time to time by virtue of, but without limitation, (i) the sale to or assumption of operations of the Country Club by an independent person or entity, (ii) the conversion of the Country Club membership structure to an "equity" or similar arrangement whereby the members of the Country Club or an entity owned by or controlled by the members thereby become the owner(s) and/or operator(s) of the Country Club, (iii) the conveyance, pursuant to contract, option or otherwise, of the Country Club to one or more affiliates, shareholders, employees or independent contractors of Declarant or the Country Club, or (iv) the conveyance of the Country Club to the Association, with or without consideration and subject or not subject to a mortgage(s) or other encumbrance. As to any of the foregoing or any other alternative, no consent of the Association is required for or without consideration and subject to or not subject to any mortgage, covenant, lien or other encumbrance on the applicable land and other property. No amendment to this Article, and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the Country Club. The foregoing shall not apply, however, to amendments made by the Declarant. The foregoing shall also apply to other provisions of this Declaration which are, in the sole discretion of the Country Club, for the benefit of the Country Club. No Owner shall have any right to membership in the Country Club solely by virtue of ownership of any Lot, Dwelling Unit, or Commercial Acre, nor shall the Country Club have any obligation to offer memberships to any Owner or any other person.

Section 2. Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Country Club shall cooperate to the maximum extent possible in the operation of the Properties and the Country Club. Each shall reasonably assist the other in upholding community wide standards pertaining to maintenance and common scheme of development.

127.50

Orange Co FL 5093212
12/20/94 01:26:53pm
OR Bk 4834 Pg 840
Rec 127.50

**AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS**

16th THIS DECLARATION OF RESTRICTIVE COVENANTS is made as of this day of December, 1994 by DRS LIMITED , a Florida limited partnership (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the owner of certain real property located in Orange County, Florida, commonly known as the EastWood Golf Course, and more particularly described on Exhibit "A" attached hereto and by this referenced made a part hereof (hereinafter referred to as the "Golf Course Property") and, as such, recorded a Declaration of Restrictive Covenants on July 5, 1990, in Official Records Book 4197, Page 4998, (the "Prior Declaration"); and

WHEREAS, the Golf Course Property is located within the Deer Run South P.U.D. (hereinafter referred to as the "Development"), which Development has been designed as a golf course community, and in addition, the Property has been constructed in partial fulfillment of open space requirements of the Orange County Subdivision Regulations;

WHEREAS, Declarant desires to provide for the maintenance, presentation and continued availability of the Golf Course Property as described in this Declaration, and to this end desires to subject the Golf Course Property to the covenants, restrictions, charges and liens hereinafter set forth, each and all of which is deemed to be for the benefit of the Golf Course Property and each owner of property within the Development; and

WHEREAS, Declarant has acquired title to all of Phase II as defined in the Prior Declaration as set forth in the attached Exhibit "B" (hereinafter referred to as "Phase II") and, pursuant to Article VI, Section 3 of the Prior Declaration, desires to amend and restate the Prior Declaration in its entirety;

NOW, THEREFORE, Declarant declares that the Golf Course Property is and shall be held, transferred, sold, conveyed an occupied subject to the covenants, restrictions, charged and liens hereinafter set forth, which shall be covenants running with the Golf Course Property and be binding upon all parties having right, title or interest in and to the Golf Course Property or any part thereof, their respective legal representatives, heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Golf Course Property or property located within the Development.

ARTICLE I

MAINTENANCE AND OPERATION OF THE GOLF COURSE PROPERTY

1. Any owner of the Golf Course Property shall be obligated to continue to operate the Golf Course Property, and to maintain the Golf Course Property and the improvements thereof, at substantially the same standard of quality as it is maintained and operated as of the date of this Declaration, subject to Force Majeure and acts of God. Any owner of the Golf Course Property shall be obligated to employ sufficient maintenance personnel, utilize adequate equipment and supplies, expend such funds, and follow such golf course and horticultural husbandry practices to assure a level of maintenance so that the Golf Course Property and improvement thereof shall always be maintained in substantially the same condition as exist as of the date of this Declaration.

2. So long as Declarant shall own any portion of the Phase II property, (hereinafter sometimes referred to as the Residential Property), which Residential Property is located contiguous to the Golf Course Property and is a portion of the Development, any owner of the Golf Course Property shall make no material change to the configuration or location of the layout of the golf course located within the Golf Course Property without the prior written approval of Declarant, which shall not be unreasonably withheld.

ARTICLE II

CONSTRUCTION OF CLUBHOUSE AND RELATED AMENITIES

The owner of the Golf Course Property shall construct upon that portion of the Golf Course Property described as Parcel 5 of Deer Run South P.U.D. Phase I, according to the plat thereof as recorded in Plat book 22, pages 134-140, Public Records of Orange County, Florida, a clubhouse and related amenities and facilities. The design and materials used for such clubhouse, if different than those prepared by Declarant, shall be submitted to Declarant for comments and suggestions, and shall be approved by the applicable governmental authority. The owner of the Golf Course Property shall commence construction of such clubhouse and related amenities and facilities within twenty-four (24) months of the date of this Declaration, which commencement date may be extended for up to an additional twelve (12) months so long as the owner of the Golf Course Property is making a good faith diligent effort toward obtaining permits and approvals for such construction. A final Certificate of Occupancy issued by the applicable governmental authority shall be issued within eighteen (18) months after recording of the Notice of Commencement for the constructing of such clubhouse.

ARTICLE III

MAINTENANCE OF STORMWATER MANAGEMENT SYSTEM

As portions of the Golf Course Property are also part of the master stormwater management system for the Development, the owner of the Golf Course Property shall maintain the water hazards, drainage facilities, lakes and other structure upon the Golf Course Property in accordance with that certain Master Drainage Plan for the Development prepared by Dyer, Riddle, Mills & Precourt, Civil Engineers, Job #85-410.01, as revised (the "Master Drainage Plan"), so that the water hazards, drainage facilities, lakes and other structures upon the Golf Course Property shall operate in accordance with the Master Drainage Plan, and shall not adversely affect the ability of the owner of any other property located within the Development to drain their property in accordance with the Master Drainage Plan.

ARTICLE IV

ENFORCEMENT RIGHTS

1. Declarant shall have the right, but not the obligation, to notify the owner of the Golf Course Property in writing of any failure of said owner to comply with the provisions of these restrictions, and upon said owner's failure to cure such non-compliance within thirty (30) days after receipt by said owner of such notice, to enter upon the Golf Course Property so as to perform any necessary repairs. The owner of the Golf Course Property shall, within thirty (30) days after demand by Declarant, reimburse Declarant for the reasonable costs and expenses incurred by Declarant in connection with such maintenance activities. Such costs and expenses shall bear interest at the highest rate allowed by law from the end of such thirty (30) day period until said owner reimburses Declarant for the full amount thereof.

2. Any amount payable under the immediately preceding paragraph shall be secured by a lien in favor of Declarant. Such lien shall be evidenced by a Notice of Lien executed by Declarant, and shall, upon recording of such Notice of Lien in the Public Records of Orange County, Florida, constitute a lien upon the Golf Course Property. Upon receipt of the amount due, together with any interest accrued thereon as provided above, Declarant shall record a Release of Lien in such Public Records to release the Golf Course Property from the operation of such lien. Such lien may be foreclosed in the same manner as a mortgage lien, and shall be subordinate to the lien of all mortgages given to one or more bona fide lenders.

ARTICLE V

RESTRICTION BENEFITING GOLF COURSE PROPERTY

1. It is understood that the maintenance of a quality golf course is, to a great extent, dependent upon the maintenance of the surrounding lands in a manner that is not unsightly or offensive in any material manner. In this regard, Declarant agrees on behalf of itself, and its successors in title to the Residential Property or any portion thereof, that so long as the Golf Course Property is operated as a golf course.

(a) no offensive uses, and not use which will cause the emission of dust, odors, smoke, fumes, noise, radiation or vibrations, that may become a nuisance or an unreasonable annoyance to the Golf Course Property of any player on the golf course located on the Golf Course Property shall be permitted on the Residential Property.

(b) all waste, rubbish, storage tanks, materials, equipment and supplies owned by Declarant and located on the Residential Property must be screened from view of the Golf Course Property and any player on the golf course located on the Golf Course Property.

(c) no fencing, screening, or aboveground structures will be permitted within the Residential Property within fifteen feet of the boundary of the Golf Course Property, except with the written consent and approval of the owner of the Golf Course Property.

(d) no clearing or excavation that is visible from the Golf Course Property shall be made on the Residential Property except in connection with the construction, repair or maintenance of roadway, drainage and utility infrastructure, landscaping, and building improvements, and all such clearing and excavation, once commenced, shall be diligently pursued to completion and upon completion thereof all excavated ground not covered by roadway or building improvements will be leveled and graded.

(e) The Residential Property and all improvements and landscaping located therein which are visible by a player from any point on the golf course on the Golf Course Property shall at all times be kept and maintained in a satisfactory condition and shall at no time be allowed to deteriorate or fall into disrepair so as to become unsightly from said golf course; provided, however, that the condition of the Residential Property and such improvements and landscaping as of the date of this Declaration is hereby deemed to be satisfactory.

2. The Golf Course Property owner shall have the right, but not the obligation, to notify the owner of the noncomplying property in writing of any failure of said owner to comply with the provisions of these restrictions, and upon said owner's failure to cure such non-compliance within thirty (30) days after receipt by said owner of such notice, to enter upon the property so as to perform any necessary corrective measures. The owner of the property shall, within thirty (30) days after demand by the Golf Course Property owner, reimburse the Golf Course Property owner for the reasonable costs and expenses incurred by the Golf Course Property owner in connection with such corrective measures. Such costs and expenses shall bear interest at the highest rate allowed by law from the end of such thirty (30) day period until said owner reimburses the Golf Course Property owner for the full amount thereof.

3. Any amount payable under the immediately preceding Paragraph 2 of this Article V shall be secured by a lien in favor of the owner of the Golf Course Property (the "Golf Course Property Owners") and against the owner of the noncomplying property. Such lien shall be evidenced by a Notice of Lien executed by Golf Course Property Owner, and shall upon recording of such Notice of Lien in the Public Records of Orange County, Florida, constitute a lien upon any of the Residential Property owned by Declarant. Upon receipt of the amount of due, together with any interest accrued thereon as provided above, the Golf Course Property Owner shall record a Release of Lien in such Public Records to release the property from the operation of such lien. Such lien may be foreclosed in the same manner as a mortgage lien and shall be subordinate to the lien of a mortgage given to an institutional lender, which for the purposes hereof shall mean a national or state bank, federal or state savings and loan association or savings bank, commercial lender or finance company.

4. The provisions concerning the lien in favor of the owner of the Golf Course Property are intended to encumber only such portion of the Residential Property that is in violation of this Article, and is not intended and shall not create a lien or any other property.

ARTICLE VI

STORMWATER FLOW ADJUSTMENT

The owner of the Golf Course Property and the owner of the Residential Property shall cooperate fully with each other and their successors and/or assigns in resolving any and all matters relating to stormwater drainage which may include, but not limited to, allowing the owner of Residential Property to slope a portion of the Residential Property so that a portion of the stormwater

from the Residential Property will flow onto the Golf Course Property provided said flow does not damage the Golf Course Property and is otherwise approved by the appropriate governmental agencies.

ARTICLE VII

BOUNDARY ADJUSTMENT

The owner of the Golf Course Property and the Declarant, their successors and assigns agree to cooperate fully with each other in making any reasonable adjustments in and to the boundaries of the Golf Course Property that may be required for the reasonable and economically feasible development of the undeveloped Residential Property surrounding the Golf Course Property, providing said adjustments do not have a negative financial impact on the Golf Course Property or the payability of the Golf Course Property nor have a negative impact on the aesthetic qualities of the Golf Course Property and further provided that the parties requesting the adjustments shall be solely responsible for all costs and expenses incurred including but not limited to the repair, replacement and restoration of the Golf Course Property.

ARTICLE VIII

EASEMENT TO MAINTENANCE FACILITY

1. Declarant hereby grants in favor of the owner of the Golf Course Property a non-exclusive irrevocable (except as set forth herein) easement for ingress, egress and utilities over and across the Phase II property as is reasonably necessary for the travel to and from and for utilities to the Golf Course Property Maintenance Facility as currently located on Golf Course # 4.

2. Said easement may be relocated by Declarant from its current location at Declarant's sole discretion, so long as said relocation does not unreasonably interfere with the owner of the Golf Course Property access to and from and for utilities to said Maintenance Facility. The owner of the Golf Course Property shall execute any and all documents reasonably necessary in order to establish of record the relocated easement area.

3. This easement shall be an easement appurtenant to and covenant running with the Golf Course Property and shall be binding upon the Declarant its successors and assigns and inure to the benefit of the owner of the Golf Course Property hereto, its successors and assigns.

4. In the event Declarant shall dedicate to the applicable governmental authority a road to be constructed over, upon, or

across a portion of the Phase II property in connection with the development of said property, the owner of the Golf Course Property, shall, if requested, join in and consent to such dedication of such road or in the alternative release said property from this easement.

ARTICLE IX

LAKEFRONT PARK

1. Until such time as the property described in the attached Exhibit "C" attached hereto and made a part hereof is converted into a lakefront park the owner of the Golf Course Property shall have an easement to use said property as a practice area including an aqua driving range. During said time the owner of the Golf Course Property shall be solely responsible for all costs and expenses associated therewith including but not limited to all taxes and assessments levied thereon.

2. Declarant hereby grants to the owner of the Golf Course Property an irrevocable, except as set forth herein, non-exclusive easement for pedestrian, golf cart, other vehicular traffic, irrigation and utility lines and the construction, installation, maintenance, repair and replacement of facilities related thereto, over the property described in Exhibit "C". The owners of the Golf Course Property shall, at the owner's sole cost and expense, maintain any improvements constructed by said owners within such easement areas.

3. The cart path is currently located as shown on the attached Exhibit D. The easement described in number 2 above may be relocated by Declarant from its current location at Declarant's sole discretion, provided the Declarant pays the costs to replace, repair and relocate said facilities. The owner of the Golf Course Property shall execute any and all documents reasonably necessary in order to establish of record the relocated easement area.

4. This easement shall be an easement appurtenant to and covenant running with the Golf Course Property and shall be binding upon and inure to the benefit of the owner of the Golf Course Property hereto, their legal representatives, successors and assigns.

5. In the event Declarant shall dedicate to the applicable governmental authority a road to be constructed over, upon, or across a portion of the Phase II property in connection with the development of said property, the owner of the Golf Course Property, shall, if requested which road crosses said easement and joins in and consents to such dedication of such road or in the alternative release said property from this easement.

ARTICLE X

GENERAL PROVISIONS

1. The covenants, restrictions, charges, easements and liens set forth herein shall run with the Golf Course Property and the Residential Property, as applicable, and Phase II shall be binding upon and shall inure to the benefit of the owner of the Golf Course Property and owners of any property within their legal representatives, successors or assigns.

2. No portion of this Declaration may be terminated, modified, or amended without the prior written consent of Declarant, or its successors or assigns, and the owner of the Golf Course Property, its successors or assigns.

3. This Declaration amends and restates in its entirety the prior declaration.

4. The execution and recordation of this Declaration is accomplished at the request of and as an accommodation to LINKSCORP, INC., a Delaware corporation doing business in Florida as LINKSCORP (DELAWARE), INC., a Delaware corporation, the buyer of the Golf Course Property, who will become the owner of the Golf Course Property. Any person holding any interest in any lands encumbered or benefited by this Declaration shall have absolutely no claim against DRS Limited, arising from or with respect to any of the provisions of this Declaration, and any such claims or liability is irrevocably waived and released by virtue of any person taking title or any interest in such lands and any such person or persons shall look solely to them current owner of the Golf Course Property or the Phase II property.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

LINKSCORP INC. A Delaware Corporation
LINKSCORP (DELAWARE) INC. A Delaware Corporation

[Signature]
DAVID S. ELICKWIR
President

245 Waukegan, Suite #204
Northfield, IL 60093

DRS LIMITED, a Florida limited partnership

By: The Sawruk Group, Inc., a Florida corporation General Partner

[Signature]
By: Michael Sawruk as its President

12124 High Tech Ave., Suite #300
Orlando, FL 32817



State of Florida
County of Orange

This document was acknowledged before ne this 19th day of December, 1994 by Michael Sawruk, as President of the SAWRUK GROUP, INC., a Florida corporation, General Partner of DRS LIMITED, a Florida limited partnership, on behalf of the partnership.

Eunice R. White
NOTARY PUBLIC EUNICE R. WHITE
MY COMMISSION # CC317548 EXPIRES
October 28, 1997
BONDED THRU TROY FAIN INSURANCE, INC.

State of
County of

This document was acknowledged before ne this 16th day of December, 1994 by DAVID S. FLICKWIR, as President of the LINKSCORP, INC., a Delaware corporation doing business in Florida as LINKSCORP (DELAWARE) INC., a Delaware corporation on behalf of the corporation.

[Signature]
NOTARY PUBLIC

THOMAS H. WARLICK
MY COMMISSION # CC 381637
EXPIRES: July 1, 1998
Bonded Thru Notary Public Underwriters

This Instrument Was Prepared By:
THOMAS H. WARLICK
And Should Be Returned To:
WARLICK, FASSETT, DIVINE
& ANTHONY, P.A.
Post Office Box 3387
Orlando, Florida 32802-3387

C 64797

EXHIBIT "A"

EASTWOOD GOLF COURSE PROPERTY

PARCEL 1:

- TRACT G (GOLF COURSE) AND PARCEL S (CLUBHOUSE), DEER RUN SOUTH P.U.D. PHASE 1, AS RECORDED IN PLAT BOOK 22, PAGES 134 THROUGH 140, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 31 EAST.

TOGETHER WITH: GOLF COURSE #1

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE (P.O.R.) COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 36; THENCE RUN N.00°09'03"W. ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36 A DISTANCE OF 151.77 FEET; THENCE LEAVING SAID EAST LINE RUN S.89°50'57"W. A DISTANCE OF 1322.65 FEET FOR A POINT OF BEGINNING (P.O.B. #1); THENCE RUN S.23°23'46"W. A DISTANCE OF 216.42 FEET; THENCE RUN S.25°14'27"W. 129.41 FEET; THENCE RUN S.62°11'20"W. A DISTANCE OF 134.65 FEET; THENCE RUN N.45°36'16"W. A DISTANCE OF 195.82 FEET; THENCE N.16°31'04"E. A DISTANCE OF 127.42 FEET; THENCE RUN N.01°29'03"E. A DISTANCE OF 94.65 FEET; THENCE RUN N.37°46'15"W. A DISTANCE OF 156.43 FEET; THENCE RUN S.66°26'42"W. A DISTANCE OF 251.05 FEET; THENCE RUN N.89°50'37"W. A DISTANCE OF 383.93 FEET; THENCE RUN S.75°31'51"W. A DISTANCE OF 267.35 FEET; THENCE RUN S.58°33'35"W. A DISTANCE OF 199.56 FEET; THENCE RUN S.41°13'38"W. A DISTANCE OF 381.74 FEET; THENCE RUN N.66°16'00"W. A DISTANCE OF 308.01 FEET; THENCE RUN N.22°11'49"E. A DISTANCE OF 209.85 FEET; THENCE RUN N.36°24'02"E. A DISTANCE OF 448.89 FEET; THENCE RUN N.10°02'25"E. A DISTANCE OF 772.17 FEET; THENCE RUN S.84°38'25"E. A DISTANCE OF 495.25 FEET; THENCE RUN S.00°53'33"E. A DISTANCE OF 309.44 FEET; THENCE RUN S.32°46'55"W. A DISTANCE OF 140.04 FEET; THENCE RUN S.28°02'11"W. A DISTANCE OF 76.56 FEET; THENCE RUN S.03°46'00"E. A DISTANCE OF 51.03 FEET; THENCE RUN S.22°30'21"E. A DISTANCE OF 40.79 FEET; THENCE RUN S.87°34'49"E. A DISTANCE OF 80.50 FEET; THENCE RUN N.67°16'01"E. A DISTANCE OF 94.22 FEET; THENCE RUN N.80°40'54"E. A DISTANCE OF 89.86 FEET; THENCE RUN S.85°00'36"E. A DISTANCE OF 103.66 FEET; THENCE RUN N.86°31'52"E. A DISTANCE OF 173.49 FEET; THENCE RUN N.62°05'59"E. A DISTANCE OF 259.92 FEET; THENCE RUN S.83°12'55"E. A DISTANCE OF 96.93 FEET; THENCE RUN S.45°04'59"E. A DISTANCE OF 88.60 FEET; THENCE RUN S.28°32'43"E. A DISTANCE OF 133.55 FEET; THENCE RUN S.33°02'56"E. A DISTANCE OF 248.94 FEET; THENCE RUN S.12°50'10"E. A DISTANCE OF 125.79 FEET TO THE POINT OF BEGINNING.

C 64797

EXHIBIT "A" CONTINUED

EASTWOOD GOLF COURSE PROPERTY

TOGETHER WITH: GOLF COURSE #2

FOR A POINT OF REFERENCE (P.O.R.) COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 36; THENCE RUN S.00°10'14"E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 48.22 FEET; THENCE LEAVING SAID EAST LINE RUN S.89°49'46"W. A DISTANCE OF 402.21 FEET FOR A POINT OF BEGINNING (P.O.B. #2); THENCE RUN S.06°47'45"E. A DISTANCE OF 190.56 FEET; THENCE RUN S.07°20'05"W. A DISTANCE OF 188.15 FEET; THENCE RUN S.40°30'27"W. A DISTANCE OF 321.49 FEET; THENCE RUN N.05°50'35"E. A DISTANCE OF 23.72 FEET; THENCE RUN N.02°18'13"W. A DISTANCE OF 36.96 FEET; THENCE RUN N.00°36'50"W. A DISTANCE OF 54.26 FEET; THENCE RUN N.17°45'38"W. A DISTANCE OF 66.51 FEET; THENCE RUN N.42°28'55"W. A DISTANCE OF 76.70 FEET; THENCE RUN N.51°57'51"W. A DISTANCE OF 75.31 FEET; THENCE RUN N.76°51'08"W. A DISTANCE OF 45.60 FEET; THENCE RUN S.82°34'42"W. A DISTANCE OF 64.27 FEET; THENCE RUN S.78°09'21"W. A DISTANCE OF 37.39 FEET; THENCE RUN S.67°28'38"W. A DISTANCE OF 49.33 FEET; THENCE RUN S.35°22'49"W. A DISTANCE OF 81.44 FEET; THENCE RUN S.58°18'42"W. A DISTANCE OF 57.76 FEET; THENCE RUN S.63°08'40"W. A DISTANCE OF 43.75 FEET; THENCE RUN S.63°31'55"W. A DISTANCE OF 63.28 FEET; THENCE RUN S.81°17'41"W. A DISTANCE OF 32.16 FEET; THENCE RUN S.52°11'27"W. A DISTANCE OF 50.13 FEET; THENCE RUN S.41°02'08"W. A DISTANCE OF 105.84 FEET; THENCE RUN S.46°02'13"W. A DISTANCE OF 37.73 FEET; THENCE RUN S.49°07'54"W. A DISTANCE OF 68.25 FEET; THENCE RUN S.34°26'17"W. A DISTANCE OF 69.08 FEET; THENCE RUN S.38°37'51"W. A DISTANCE OF 103.27 FEET; THENCE RUN N.45°35'48"W. A DISTANCE OF 123.79 FEET; THENCE RUN N.11°49'50"W. A DISTANCE OF 123.38 FEET; THENCE RUN N.04°45'06"W. A DISTANCE OF 70.09 FEET; THENCE RUN N.60°32'05"E. A DISTANCE OF 336.45 FEET; THENCE RUN N.07°46'51"E. A DISTANCE OF 141.22 FEET; THENCE RUN N.01°03'29"E. A DISTANCE OF 173.45 FEET; THENCE RUN N.05°02'04"E. A DISTANCE OF 186.67 FEET; THENCE RUN S.78°17'05"E. A DISTANCE OF 278.18 FEET; THENCE RUN N.66°31'01"E. A DISTANCE OF 250.26 FEET; THENCE RUN S.77°31'22"E. A DISTANCE OF 301.81 FEET; THENCE RUN S.23°29'30"E. A DISTANCE OF 95.66 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: GOLF COURSE #3

FOR A POINT OF REFERENCE (P.O.R.) COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 36; THENCE RUN S.89°44'47"W. ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36 A DISTANCE OF 240.73 FEET; THENCE LEAVING SAID SOUTH LINE RUN N.00°15'13"W. A DISTANCE OF 1042.42 FEET FOR A POINT OF BEGINNING (P.O.B. #3); THENCE RUN S.46°13'54"W. A DISTANCE OF 87.61 FEET; THENCE RUN N.62°30'38"W. A DISTANCE OF 120.09 FEET; THENCE RUN N.08°50'27"W. A DISTANCE OF 206.57 FEET; THENCE RUN N.26°02'22"E. A DISTANCE OF 274.23 FEET; THENCE RUN N.54°23'20"E. A DISTANCE OF 385.24 FEET; THENCE RUN N.19°29'54"E. A DISTANCE OF 105.01 FEET; THENCE RUN N.85°19'58"E. A DISTANCE OF 868.07 FEET; THENCE RUN S.50°48'48"E. A DISTANCE OF 132.89 FEET; THENCE RUN S.32°00'30"W. A DISTANCE 141.82 FEET; THENCE RUN N.84°37'16"W. A DISTANCE OF 137.36 FEET; THENCE RUN S.79°32'50"W. A DISTANCE OF 57.04 FEET; THENCE RUN S.41°53'35"W. A DISTANCE OF 34.73 FEET; THENCE RUN S.21°53'34"W. A DISTANCE OF 37.88 FEET; THENCE RUN S.22°30'36"W. A DISTANCE OF 76.66 FEET; THENCE RUN S.39°45'15"W. A DISTANCE OF 72.02 FEET; THENCE RUN S.67°55'04"W. A DISTANCE OF 71.04 FEET; THENCE RUN S.84°18'42"W. A DISTANCE OF 42.63 FEET; THENCE RUN N.72°04'09"W. A DISTANCE OF 118.05 FEET; THENCE RUN N.83°26'56"W. A DISTANCE OF 112.37 FEET; THENCE RUN S.71°54'23"W. A DISTANCE OF 94.33 FEET; THENCE RUN S.82°41'45"W. A DISTANCE OF 60.45 FEET; THENCE RUN S.58°33'52"W. A DISTANCE OF 99.18 FEET; THENCE RUN S.54°12'56"W. A DISTANCE OF 154.03 FEET; THENCE RUN S.18°19'59"W. A DISTANCE OF 91.49 FEET; THENCE RUN S.33°30'02"W. A DISTANCE OF 243.44 FEET TO THE POINT OF BEGINNING.

C 64797

EXHIBIT "A" CONTINUED

EASTWOOD GOLF COURSE PROPERTY

TOGETHER WITH GOLF COURSE #4

FOR A POINT OF REFERENCE (P.O.R.) COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 36; THENCE RUN S.00°29'00"E. ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36 A DISTANCE OF 679.12 FEET FOR A POINT OF BEGINNING (P.O.B. #4); THENCE LEAVING SAID WEST LINE RUN S.57°08'39"E. A DISTANCE OF 205.39 FEET; THENCE RUN N.00°29'00"W. A DISTANCE OF 227.69 FEET; THENCE RUN S.83°58'13"E. A DISTANCE OF 54.50 FEET; THENCE RUN S.75°00'51"E. A DISTANCE OF 68.25 FEET; THENCE RUN S.49°11'26"E. A DISTANCE OF 55.87 FEET; THENCE RUN S.55°35'34"E. A DISTANCE OF 107.95 FEET; THENCE RUN N.47°07'13"E. A DISTANCE OF 55.83 FEET; THENCE RUN N.19°52'37"E. A DISTANCE OF 71.86 FEET; THENCE RUN N.06°44'45"E. A DISTANCE OF 45.31 FEET; THENCE RUN N.40°26'04"E. A DISTANCE OF 47.20 FEET; THENCE RUN S.30°11'27"E. A DISTANCE OF 118.08 FEET; THENCE RUN S.49°41'39"E. A DISTANCE OF 118.08 FEET; THENCE RUN S.21°59'04"W. A DISTANCE OF 25.42 FEET; THENCE RUN S.50°18'19"W. A DISTANCE OF 40.71 FEET; THENCE RUN S.28°59'13"W. A DISTANCE OF 40.81 FEET; THENCE RUN S.01°26'04"E. A DISTANCE OF 40.00 FEET; THENCE RUN S.25°33'27"E. A DISTANCE OF 82.81 FEET; THENCE RUN S.10°40'16"E. A DISTANCE OF 66.62 FEET; THENCE RUN S.67°45'38"E. A DISTANCE OF 64.45 FEET; THENCE RUN S.86°19'17"E. A DISTANCE OF 43.99 FEET; THENCE RUN N.64°40'31"E. A DISTANCE OF 47.41 FEET; THENCE RUN N.67°03'50"E. A DISTANCE OF 47.50 FEET; THENCE RUN N.54°24'20"E. A DISTANCE OF 38.73 FEET; THENCE RUN N.32°45'11"E. A DISTANCE OF 38.71 FEET; THENCE RUN N.35°46'16"E. A DISTANCE OF 49.15 FEET; THENCE RUN N.26°37'38"E. A DISTANCE OF 47.33 FEET; THENCE RUN N.14°25'34"E. A DISTANCE OF 49.50 FEET; THENCE RUN N.07°29'30"W. A DISTANCE OF 51.70 FEET; THENCE RUN N.49°25'05"W. A DISTANCE OF 22.34 FEET; THENCE RUN N.41°42'06"E. A DISTANCE OF 837.10 FEET; THENCE RUN S.83°28'29"E. A DISTANCE OF 154.55 FEET; THENCE RUN S.37°28'53"E. A DISTANCE OF 142.52 FEET; THENCE RUN S.39°10'12"W. A DISTANCE OF 890.41 FEET; THENCE RUN N.64°07'43"W. A DISTANCE OF 30.81 FEET; THENCE RUN N.79°47'50"W. A DISTANCE OF 62.29 FEET; THENCE RUN S.27°33'41"W. A DISTANCE OF 42.53 FEET; THENCE RUN S.12°58'31"W. A DISTANCE OF 56.86 FEET; THENCE RUN S.26°56'20"E. A DISTANCE OF 54.17 FEET; THENCE RUN S.33°18'10"E. A DISTANCE OF 39.45 FEET; THENCE RUN S.44°22'00"E. A DISTANCE OF 53.38 FEET; THENCE RUN S.21°27'37"E. A DISTANCE OF 51.48 FEET; THENCE RUN S.10°04'07"W. A DISTANCE OF 60.63 FEET; THENCE RUN S.07°04'07"E. A DISTANCE OF 46.57 FEET; THENCE RUN N.85°49'53"E. A DISTANCE OF 51.03 FEET; THENCE RUN N.62°02'38"E. A DISTANCE OF 37.49 FEET; THENCE RUN S.53°33'12"E. A DISTANCE OF 106.86 FEET; THENCE RUN S.42°43'37"E. A DISTANCE OF 82.71 FEET; THENCE RUN S.52°03'02"E. A DISTANCE OF 62.74 FEET; THENCE RUN S.50°49'11"E. A DISTANCE OF 34.09 FEET; THENCE RUN S.80°54'49"E. A DISTANCE OF 54.07 FEET; THENCE RUN S.20°14'54"E. A DISTANCE OF 35.37 FEET; THENCE RUN S.30°42'31"E. A DISTANCE OF 50.17 FEET; THENCE RUN S.08°57'15"W. A DISTANCE OF 32.03 FEET; THENCE RUN S.33°38'04"W. A DISTANCE OF 34.16 FEET; THENCE RUN S.08°10'42"W. A DISTANCE OF 37.84 FEET; THENCE RUN S.04°09'35"W. A DISTANCE OF 42.98 FEET; THENCE RUN S.18°36'02"W. A DISTANCE OF 75.74 FEET; THENCE RUN S.30°16'59"W. A DISTANCE OF 104.36 FEET; THENCE RUN S.80°52'25"E. A DISTANCE OF 38.94 FEET; THENCE RUN N.41°32'53"E. A DISTANCE OF 100.98 FEET; THENCE RUN N.83°25'03"E. A DISTANCE OF 60.22 FEET; THENCE RUN S.57°10'16"E. A DISTANCE OF 56.05 FEET; THENCE RUN N.86°21'18"E. A DISTANCE OF 67.78 FEET; THENCE RUN S.64°04'30"E. A DISTANCE OF 86.96 FEET; THENCE RUN S.77°25'08"E. A DISTANCE OF 53.84 FEET; THENCE RUN N.74°48'22"E. A DISTANCE OF 80.25 FEET; THENCE RUN N.67°14'49"E. A DISTANCE OF 150.00 FEET; THENCE RUN N.87°27'20"E. A DISTANCE OF 130.21 FEET; THENCE RUN S.23°20'00"E. A DISTANCE OF 150.00 FEET; THENCE RUN S.52°23'10"W. A DISTANCE OF 199.09 FEET; THENCE RUN S.16°50'47"W. A DISTANCE OF 103.62 FEET; THENCE RUN S.50°56'19"W. A DISTANCE OF 143.25 FEET; THENCE RUN S.20°14'01"W. A DISTANCE OF 108.06 FEET; THENCE RUN S.09°27'46"E. A DISTANCE OF 101.92 FEET; THENCE RUN S.42°38'05"E. A DISTANCE OF 108.79 FEET; THENCE RUN S.79°46'54"E. A DISTANCE OF 200.25 FEET; THENCE RUN S.27°15'47"E. A DISTANCE OF 113.85 FEET; THENCE RUN S.42°21'38"W. A DISTANCE OF 136.45 FEET; TO AN INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 36, SAID POINT BEING S.89°44'47"W. A DISTANCE OF 522.92 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 36; THENCE RUN S.89°44'47"W. ALONG SAID SOUTH LINE A DISTANCE OF 475.00 FEET; THENCE LEAVING SAID SOUTH LINE RUN N.59°26'55"E. A DISTANCE OF 62.96 FEET; THENCE RUN N.32°34'11"E. 75.30 FEET; THENCE RUN N.16°20'38"E. A DISTANCE OF 80.51 FEET; THENCE RUN N.06°50'14"W. A DISTANCE OF 80.37 FEET; THENCE RUN N.33°20'33"W. A DISTANCE OF 72.18 FEET; THENCE RUN N.37°11'16"W. A DISTANCE OF 135.65 FEET; THENCE RUN N.60°08'03"W. A DISTANCE OF 51.04 FEET; THENCE RUN S.87°54'45"W. A DISTANCE OF 72.92 FEET; THENCE RUN S.28°30'36"W. A DISTANCE OF 50.47 FEET; THENCE RUN N.46°10'23"W. A DISTANCE OF 108.34 FEET; THENCE RUN N.55°20'22"W. A DISTANCE OF 56.17 FEET; THENCE RUN S.64°52'20"W. A DISTANCE OF 48.21 FEET; THENCE RUN S.54°14'49"W. A DISTANCE OF 74.13 FEET; THENCE RUN S.51°15'03"W. A DISTANCE OF 48.86 FEET; THENCE RUN S.64°42'42"W. A DISTANCE OF 51.48 FEET; THENCE RUN N.54°50'04"W. A DISTANCE OF 123.39 FEET; THENCE RUN N.37°23'31"W. A DISTANCE OF 58.49 FEET; THENCE RUN N.45°36'49"W. A DISTANCE OF 83.98 FEET; THENCE RUN N.22°11'02"W. A DISTANCE OF 96.52 FEET; THENCE RUN N.08°30'58"W. A DISTANCE OF 129.33 FEET; THENCE RUN N.19°07'47"W. A DISTANCE OF 92.55 FEET; THENCE RUN N.63°20'41"W. A DISTANCE OF 39.37 FEET; THENCE RUN N.87°19'46"W. A DISTANCE OF 80.18 FEET; THENCE RUN S.73°42'52"W. A DISTANCE OF 32.60 FEET; THENCE RUN S.44°22'03"W. A DISTANCE OF 38.98 FEET; THENCE RUN S.81°25'10"W. A DISTANCE OF 79.36 FEET; THENCE RUN N.86°39'03"W. A DISTANCE OF 93.79 FEET; THENCE RUN S.79°51'12"W. A DISTANCE OF 62.67 FEET; THENCE RUN S.40°56'50"W. A DISTANCE OF 98.74 FEET; THENCE RUN S.04°03'26"E. A DISTANCE OF 43.13 FEET; THENCE RUN S.32°42'00"E. A DISTANCE OF 40.07 FEET; THENCE RUN S.70°33'23"E. A DISTANCE OF 56.26 FEET; THENCE RUN S.65°34'12"E. A DISTANCE OF 47.50 FEET; THENCE RUN S.16°40'47"E. A DISTANCE OF 28.97 FEET; THENCE RUN S.02°12'53"E. A DISTANCE OF 24.58 FEET; THENCE RUN S.38°57'17"E. A DISTANCE OF 40.48 FEET; THENCE RUN S.39°41'22"E. A DISTANCE OF 33.19 FEET; THENCE RUN S.45°10'04"W. A DISTANCE OF 28.89 FEET; THENCE RUN S.64°35'38"E. A DISTANCE OF 31.44 FEET; THENCE RUN S.41°57'37"E. A DISTANCE OF 20.36 FEET; THENCE RUN S.34°46'37"E. A DISTANCE OF 41.10 FEET; THENCE RUN S.46°05'44"E. A DISTANCE OF 45.60 FEET; THENCE RUN S.40°03'26"E. A DISTANCE OF 86.81 FEET; THENCE RUN S.34°37'56"E. A DISTANCE OF 66.24 FEET; THENCE RUN S.27°58'21"E. A DISTANCE OF 53.51 FEET; THENCE RUN S.38°18'15"E. A DISTANCE OF 157.23 FEET; THENCE RUN S.56°07'31"E. A DISTANCE OF 70.38 FEET; THENCE RUN S.60°23'49"W. A DISTANCE OF 201.77 FEET TO AN INTERSECTION WITH THE AFORESAID SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 36; THENCE RUN S.89°44'47"W. ALONG SAID SOUTH LINE A DISTANCE OF 800.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE RUN N.00°29'00"W. ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36 A DISTANCE OF 2002.48 FEET TO THE POINT OF BEGINNING.

LESS:

THAT PORTION OF TRACT G REPLATTED AS TURNBERRY PONTE, AS RECORDED IN PLAT BOOK 33, PAGES 5 AND 6, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

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EXHIBIT "A" CONTINUED
EASTWOOD GOLF COURSE PROPERTY

~~LESS~~ LESS

THAT PORTION OF TRACT G (PROPOSED MURFIELD POINTE) CONVEYED TO ENGLE HOMES / ORLANDO, INC. OFFICIAL RECORD BOOK 4773, PAGE 455, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of Parcel 8, Deer Run South P.U.D. Phase 1, as recorded in Plat Book 22, Pages 134 through 140, of the Public Records of Orange County, Florida; thence run S.53°31'15"E. along the Northerly line of said Parcel 8, a distance of 600.00 feet; thence departing said Northerly line run S.43°31'15"E. 109.42 feet for a POINT OF BEGINNING; thence continue S.43°31'15"E. 10.58 feet; thence S.05°58'45"W. 260.00 feet; thence S.12°58'45"W. 366.76 feet; thence S.89°52'42"W. 46.48 feet; thence N.13°24'15"E. 641.22 feet to the POINT OF BEGINNING.

Less

THAT PORTION OF TRACT G CONTAINED IN THE FOLLOWING DESCRIPTION:

TRACTS A-1 AND B-1 AS SET FORTH ON THE PLAT OF DEER RUN SOUTH P.U.D. PHASE I, PARCEL 9, SECTION 1, RECORDED IN PLAT BOOK 27, PAGES 6 THROUGH 8 AND BEING A PORTION OF AND INCLUDING TRACTS A, B AND G, ACCORDING TO THE PLAT OF DEER RUN SOUTH P.U.D. PHASE I AS RECORDED IN PLAT BOOK 22, PAGES 134 THROUGH 140, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AS MORE PARTICULARLY DESCRIBED ^{ON PAGES} AS FOLLOWS:

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EXHIBIT "A" CONTINUED

EASTWOOD GOLF COURSE PROPERTY

LESS:

A portion of Tract "G" of DEER RUN SOUTH P.U.D. PHASE 1, as recorded in Plat Book 22, Pages 134 through 140 (inclusive), of the Public Records of Orange County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Tract "B" of said Deer Run South P.U.D. Phase 1; thence run N.45°44'08"E. along the Southeasterly line of said Tract "B" a distance of 14.55 feet for a POINT OF BEGINNING; thence continue N.45°44'08"E. a distance of 54.78 feet; thence leaving said Southeasterly line run N.89°52'42"E. along a line parallel with and 10.00 feet South of when measured perpendicularly to the South right-of-way line of Bridlebrook Drive of said Deer Run South P.U.D. Phase 1 a distance of 662.02 feet to an intersection with the West line of Parcel 9 of said plat; thence run S.00°07'18"E. along said West line a distance of 10.00 feet; thence leaving said West line run S.89°52'42"W. along a line parallel with and 20.00 feet South of when measured perpendicularly to the South right-of-way line of aforesaid Bridlebrook Drive a distance of 294.91 feet; thence run S.00°07'18"E. a distance of 11.96 feet; thence run S.89°03'56"W. a distance of 107.76 feet; thence run S.69°03'21"W. a distance of 61.18 feet; thence S.43°41'31"W. a distance of 64.28 feet; thence run S.14°53'54"E. a distance of 17.73 feet; thence run S.58°07'14"W. a distance of 22.24 feet; thence run N.36°10'43"W. a distance of 53.29 feet; thence run N.52°36'10"W. a distance of 49.31 feet; thence run N.72°53'10"W. a distance of 30.73 feet; thence run S.55°57'47"W. a distance of 70.87 feet; thence run N.79°05'09"W. a distance of 26.20 feet to a point on a curve concave Westerly having a radius of 1494.00 feet and a central angle of 01°19'47"; thence from a chord bearing of N.02°46'26"E. run Northerly along the arc of said curve a distance of 34.67 feet to the POINT OF BEGINNING.

TOGETHER WITH

Tract "B" and that part of Tract "G" covered by a 10.00 feet wide Landscape/Wall Buffer and Utility Easement contiguous to and parallel with the South right-of-way line of Bridlebrook Drive of aforesaid Deer Run South P.U.D. Phase 1, as recorded in Plat Book 22, Pages 134 through 140, of the Public Records of Orange County, Florida.

AND.

A portion of Tract "G" and Parcel 8 of DEER RUN SOUTH P.U.D. PHASE 1, as recorded in Plat Book 22, Pages 134 through 140 (inclusive), of the Public Records of Orange County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of Bridlebrook Drive right-of-way, said point also being the Southeast corner of Tract "A" of said Deer Run South P.U.D. Phase-1; thence run along the boundary of said Tract "A" the following two (2) courses and distances: N.00°07'18"W. a distance of 10.00 feet; thence run S.89°52'42"W. a distance of 613.97 feet; thence leaving said boundary of Tract "A" run N.00°07'18"W. a distance of 21.00 feet; thence run N.89°52'42"E. along a line parallel with and 31.00 feet North of when measured perpendicularly to the North right-of-way line of the aforesaid Bridlebrook Drive a distance of 878.97 feet to an intersection with the common boundary of Parcel 9 and Tract "G" of said plat; thence run along said common boundary the following two (2) courses and distances: S.00°07'18"E. a distance of 41.00 feet; thence run S.89°52'42"W. a distance of 265.00 feet to an intersection with the East right-of-way line of the aforementioned Bridlebrook Drive; thence run N.00°07'18"W. along said East right-of-way line a distance of 10.00 feet to the POINT OF BEGINNING.

TOGETHER WITH

Tract "A" of aforesaid Deer Run South P.U.D. Phase 1, as recorded in Plat Book 22, Pages 134 through 140, of the Public Records of Orange County, Florida.

EXHIBIT "A" CONTINUED**EASTWOOD GOLF COURSE PROPERTY****ALSO LESS: (LAKE FRONT PARK)****LEGAL DESCRIPTION:**

That part of Tract "G" (Golf Course), Parcel 5 (Clubhouse) Deer Run South P.U.D. Phase 1, as recorded in Plat Book 22, Pages 134 through 140, of the Public Records of Orange County, Florida and a portion of the Southwest 1/4 of Section 36, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of Section 35, Township 22 South, Range 31 East, Orange County, Florida; thence run S.00°29'00"E. along the East line of said Southeast 1/4, a distance of 551.38 feet for a POINT OF BEGINNING; thence continue S.00°29'00"E. along said East line 115.40 feet to a point on a curve concave Northwesterly and having a radius of 1,025.00 feet; thence departing said East line from a chord bearing of S.28°30'10"W. run Southwesterly along the arc of said curve 13.06 feet through a central angle of 00°43'48" to the point of tangency; thence S.28°52'04"W. 22.34 feet; thence S.57°08'39"E. 93.60 feet; thence S.32°57'44"W. 226.09 feet; thence S.16°52'36"W. 148.39 feet; thence S.41°37'24"E. 283.82 feet; thence S.89°28'24"E. 135.11 feet; thence S.00°31'36"W. 38.00 feet to the 65.00 feet contour line (Orange County Datum); thence run along said 65.00 feet contour line the following courses and distance: N.89°28'24"W. 96.55 feet; thence N.87°29'44"W. 29.37 feet; thence N.86°39'06"W. 23.10 feet; thence N.83°55'37"W. 25.53 feet; thence N.67°35'06"W. 14.97 feet; thence N.50°16'19"W. 30.78 feet; thence N.45°26'15"W. 19.65 feet; thence N.39°52'11"W. 33.41 feet; thence N.39°42'37"W. 27.37 feet; thence N.40°37'33"W. 16.10 feet; thence N.38°30'34"W. 25.34 feet; thence N.41°18'29"W. 10.55 feet; thence N.42°05'15"W. 10.72 feet; thence N.46°45'51"W. 6.65 feet; thence N.42°34'12"W. 15.89 feet; thence N.46°25'06"W. 14.73 feet; thence N.44°14'03"W. 27.90 feet; thence N.45°16'46"W. 29.77 feet; thence N.56°58'24"W. 11.63 feet; thence N.70°06'47"W. 22.75 feet; thence N.73°37'05"W. 15.11 feet; thence N.76°42'15"W. 15.82 feet; thence N.80°43'59"W. 26.29 feet; thence N.83°11'37"W. 32.33 feet; thence N.84°47'04"W. 23.74 feet; thence S.89°00'24"W. 19.63 feet; thence S.82°47'54"W. 7.84 feet; thence S.81°03'53"W. 11.51 feet; thence S.75°35'47"W. 27.36 feet; thence S.72°35'55"W. 16.00 feet; thence S.73°31'53"W. 11.53 feet; thence S.69°28'56"W. 8.37 feet; thence S.70°57'42"W. 11.17 feet; thence S.67°57'55"W. 12.07 feet; thence S.66°03'31"W. 8.93 feet; thence S.66°55'06"W. 16.66 feet; thence S.64°39'59"W. 13.19 feet; thence S.66°00'13"W. 15.40 feet; thence departing the aforesaid 65.00 feet contour line run N.34°23'45"E. 231.67 feet; thence N.14°45'20"E. 406.66 feet; thence S.57°08'39"E. parallel with the Southerly line of the aforementioned Parcel 5 (Clubhouse) a distance of 206.00 feet; thence N.28°52'04"E. 18.86 feet to the point of curvature of a curve concave Northwesterly and having a radius of 975.00 feet; thence run Northeasterly along the arc of said curve 113.90 feet through a central angle of 06°41'36" to the POINT OF BEGINNING.

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EXHIBIT "A" CONTINUED

EASTWOOD GOLF COURSE PROPERTY

ALSO LESS:

That part of Parcel 5 (clubhouse), Deer Run South P.U.D. Phase 1, situated in the Southeast 1/4 of Section 35, Township 22 South, Range 31 East, as recorded in Plat Book 22, Pages 134 through 140, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Southeast 1/4 of Section 35; thence run S.00°29'00"E. along said East line of said Southeast 1/4 and the East line of said Deer Run South P.U.D. Phase 1, a distance of 551.38 feet to a point on a curve concave Northwesterly and having a radius of 975.00 feet; thence departing said East line form a chord bearing of S.22°33'00"W. run Southwesterly along the arc of said curve 12.78 feet through a central angle of 00°45'03 to a point on the East line of the aforementioned Parcel 5 (clubhouse), said point also being the POINT OF BEGINNING; thence departing said curve run S.00°29'00"E. along said East line 112.69 feet to the Southeast corner of said Parcel 5 (clubhouse); thence N.57°08'39"W. along the Southerly line of said Parcel 5, a distance of 50.14 feet to a point on a curve concave Northwesterly and having a radius of 975.00 feet; thence departing said Southerly line from a chord bearing of N:25°42'52"E. run Northeasterly along the arc of said curve 94.92 feet through a central angle of 05°34'40" to the POINT OF BEGINNING.

Exhibit "A" Continued
Eastwood Golf Course Property

LEGAL DESCRIPTION:

Also less:

That part of Parcel 5 (clubhouse) and Tract "G" (golf course), Deer Run South P.U.D. Phase 1, situated in the Southeast 1/4 of Section 35, Township 22 South, Range 31 East, as recorded in Plat Book 22, Pages 134 through 140, of the Public Records of Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Southeast 1/4 of Section 35; thence run S.00°29'00"E. along the East line of said Southeast 1/4 and the East line of said Deer Run South P.U.D. Phase 1, a distance of 179.12 feet to the South right-of-way line of Golfway Boulevard (formerly Deer Run Parkway) of said Deer Run South P.U.D. Phase 1, for a POINT OF BEGINNING, said point also being the Northeast corner of said Tract "G" (golf course); thence continue S.00°29'00"E. along the East line of said Tract "G" (golf course) a distance of 54.13 feet to a point on a curve concave Northeasterly and having a radius of 150.00 feet; thence from a chord bearing of N.41°40'09"W. run Northwesterly along the arc of said curve 40.12 feet through a central angle of 15°19'28" to the point of reverse curvature of a curve concave Southwesterly and having a radius of 50.00 feet; thence run Northwesterly along the arc of said curve 49.25 feet through a central angle of 56°26'22" to the forementioned South right-of-way line of Golfway Boulevard (formerly Deer Run Parkway) of said Deer Run South P.U.D. Phase 1, said point also being a point on a curve concave Northerly and having a radius of 1,370.00 feet; thence from a chord bearing of N.88°07'52"E. run Easterly along the arc of said curve 68.02 feet through a central angle of 02°50'41" to the POINT OF BEGINNING.

OR Bk 4834 Pg 856
Orange Co FL 5093212

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EXHIBIT "A" CONTINUED

EASTWOOD GOLF COURSE PROPERTY

PARCEL 2: (DRIVING RANGE PARCEL)

LEGAL DESCRIPTION

That part of Parcel 4, Deer Run South P.U.D. Phase 1, as recorded in Plat Book 22, Pages 134 through 140, of the Public Record of Orange County, Florida and A portion of the Northeast 1/4 and the Southeast 1/4 of Section 35, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Southeast 1/4 of said Section 35; thence run S.00°29'00"E. along the East line of said Southeast 1/4 and the East line of said Parcel 4, a distance of 78.99 feet to the Northerly right-of-way line of Golfway Boulevard (formerly Deer Run Parkway), as recorded in Plat Book 22, Pages 134 through 140 of the Public Records of Orange County, Florida, said point being a point on a curve concave Northerly and having a radius of 1,270.00 feet; thence from a chord bearing of N.86°42'50"W. run Westerly along said Northerly right-of-way line and the arc of said curve 301.38 feet through a central angle of 13°35'48" for a POINT OF BEGINNING said point being a point on a curve concave Northerly and having a radius of 1,270.00 feet; thence continue along said Northerly right-of-way line the following courses and distances, from a chord bearing of N.77°23'32"W. run Westerly along the arc of said curve 111.86 feet through a central angle of 05°02'48" to the point of tangency; thence N.74°52'08"W. 254.66 feet; thence departing said Northerly right-of-way line run N.07°21'25"W. 263.94 feet; thence N.08°18'26"E. 100.81 feet; thence N.27°00'37"W. 114.39 feet; thence N.12°07'23"W. 22.83 feet; thence N.13°22'30"E. 46.75 feet; thence N.11°05'56"E. 117.48 feet; thence N.41°37'21"W. 72.40 feet; thence N.77°41'42"E. 41.99 feet; thence N.02°28'40"W. 260.94 feet; thence N.87°00'12"E. 389.99 feet; thence S.68°43'46"E. 77.60 feet; thence S.01°05'18"W. 93.60 feet; thence S.46°43'08"W. 60.38 feet; thence S.12°48'48"W. 139.11 feet; thence S.14°58'23"E. 112.53 feet; thence S.22°24'57"E. 217.70 feet; thence S.04°57'59"E. 81.64 feet; thence S.01°58'58"E. 118.25 feet; thence S.88°51'40"W. 47.38 feet; thence S.03°48'40"E. 137.92 feet; thence S.21°58'03"W. 145.31 feet to the POINT OF BEGINNING.

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EXHIBIT "A" CONTINUED

EASTWOOD GOLF COURSE PROPERTY

PARCEL 4:

A portion of Parcel 8 Deer Run South P.U.D. Phase 1 as recorded in Plat Book 22, Pages 134 through 140 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Parcel 8 of said Deer Run South P.U.D. Phase 1 as recorded in Plat Book 22, Pages 134 through 140 of the Public Records of Orange County, Florida; thence run S.53°31'15"E. along the North line of said Parcel 8 a distance of 600.00 feet for a POINT OF BEGINNING; thence continue S.53°31'15"E along said North line 99.66 feet to the Northeast corner of said Parcel 8; thence leaving said North line run S.13°24'15"W. along the East line of said Parcel 8 a distance of 20.65 feet; thence leaving said East line run N.43°31'15"W. 109.42 feet to the POINT OF BEGINNING.

C 64797

EXHIBIT "A" CONTINUED

EASTWOOD GOLF COURSE PROPERTY

PARCEL 5:

A portion of Parcel 7, of the plat of DEER RUN SOUTH P.U.D. PHASE 1, as recorded in Plat Book 22, pages 134 through 140 (inclusive), of the Public Records of Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Parcel 7; thence run S.00°00'00"E., along the East line of said Parcel 7, a distance of 415.61 feet to the Southeast corner thereof; thence run S.58°36'40"W., along the South line of Parcel 7, a distance of 518.46 feet for a POINT OF BEGINNING; thence continue S.58°36'40"W. a distance of 168.58 feet to the point of curvature of a curve, concave Northeasterly, having a radius of 50.00 feet, and a central angle of 36°52'12"; thence run Northwesterly along the arc of said curve, a distance of 32.18 feet to a point on said curve; thence, leaving said curve and said South line of Parcel 7, run N.58°36'40"E. a distance of 198.58 feet; thence run S.31°23'20"E. a distance of 10.00 feet to the POINT OF BEGINNING.

C 64797-B

EXHIBIT "B"

EASTWOOD PHASE II

All of Section 36, Township 22 South, Range 31 East, lying and being in Orange County, Florida.

LESS THE FOLLOWING:

Northeast 1/4 of the Northwest 1/4; and Northwest 1/4 of the Northeast 1/4 all in Section 36, Township 22 South, Range 31 East.

ALSO LESS:

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE (P.O.R.) COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 36; THENCE RUN N.00°09'03"W. ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36 A DISTANCE OF 151.77 FEET; THENCE LEAVING SAID EAST LINE RUN S.89°50'57"W. A DISTANCE OF 1322.65 FEET FOR A POINT OF BEGINNING (P.O.B. #1); THENCE RUN S.23°23'46"W. A DISTANCE OF 216.42 FEET; THENCE RUN S.25°14'27"W. 129.41 FEET; THENCE RUN S.62°11'20"W. A DISTANCE OF 134.65 FEET; THENCE RUN N.45°36'16"W. A DISTANCE OF 195.82 FEET; THENCE N.16°31'04"E. A DISTANCE OF 127.42 FEET; THENCE RUN N.01°29'03"E. A DISTANCE OF 94.65 FEET; THENCE RUN N.37°46'15"W. A DISTANCE OF 156.43 FEET; THENCE RUN S.66°26'42"W. A DISTANCE OF 251.05 FEET; THENCE RUN N.89°50'37"W. A DISTANCE OF 383.93 FEET; THENCE RUN S.75°31'51"W. A DISTANCE OF 267.35 FEET; THENCE RUN S.58°33'35"W. A DISTANCE OF 199.56 FEET; THENCE RUN S.41°13'38"W. A DISTANCE OF 381.74 FEET; THENCE RUN N.66°16'00"W. A DISTANCE OF 308.01 FEET; THENCE RUN N.22°11'49"E. A DISTANCE OF 209.85 FEET; THENCE RUN N.36°24'02"E. A DISTANCE OF 448.89 FEET; THENCE RUN N.10°02'25"E. A DISTANCE OF 772.17 FEET; THENCE RUN S.84°38'25"E. A DISTANCE OF 495.25 FEET; THENCE RUN S.00°53'33"E. A DISTANCE OF 309.44 FEET; THENCE RUN S.32°46'55"W. A DISTANCE OF 140.04 FEET; THENCE RUN S.28°02'11"W. A DISTANCE OF 76.56 FEET; THENCE RUN S.03°46'00"E. A DISTANCE OF 51.03 FEET; THENCE RUN S.22°30'21"E. A DISTANCE OF 40.79 FEET; THENCE RUN S.87°34'49"E. A DISTANCE OF 80.50 FEET; THENCE RUN N.67°16'01"E. A DISTANCE OF 94.22 FEET; THENCE RUN N.80°40'54"E. A DISTANCE OF 89.86 FEET; THENCE RUN S.85°00'36"E. A DISTANCE OF 103.66 FEET; THENCE RUN N.86°31'52"E. A DISTANCE OF 173.49 FEET; THENCE RUN N.62°05'59"E. A DISTANCE OF 259.92 FEET; THENCE RUN S.83°12'55"E. A DISTANCE OF 96.93 FEET; THENCE RUN S.45°04'59"E. A DISTANCE OF 88.60 FEET; THENCE RUN S.28°32'43"E. A DISTANCE OF 133.55 FEET; THENCE RUN S.33°02'56"E. A DISTANCE OF 248.94 FEET; THENCE RUN S.12°50'10"E. A DISTANCE OF 125.79 FEET TO THE POINT OF BEGINNING.

C 64797-B

EXHIBIT "B"

EASTWOOD PHASE II

Also Less

FOR A POINT OF REFERENCE (P.O.R.) COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 36; THENCE RUN S.00°10'14"E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 48.22 FEET; THENCE LEAVING SAID EAST LINE RUN S.89°49'46"W. A DISTANCE OF 402.21 FEET FOR A POINT OF BEGINNING (P.O.B. #2); THENCE RUN S.06°47'45"E. A DISTANCE OF 190.56 FEET; THENCE RUN S.07°20'05"W. A DISTANCE OF 188.15 FEET; THENCE RUN S.40°30'27"W. A DISTANCE OF 321.49 FEET; THENCE RUN N.05°50'35"E. A DISTANCE OF 23.72 FEET; THENCE RUN N.02°18'13"W. A DISTANCE OF 36.96 FEET; THENCE RUN N.00°36'50"W. A DISTANCE OF 54.26 FEET; THENCE RUN N.17°45'38"W. A DISTANCE OF 66.51 FEET; THENCE RUN N.42°28'55"W. A DISTANCE OF 76.70 FEET; THENCE RUN N.51°57'51"W. A DISTANCE OF 75.31 FEET; THENCE RUN N.76°51'08"W. A DISTANCE OF 45.60 FEET; THENCE RUN S.82°34'42"W. A DISTANCE OF 64.27 FEET; THENCE RUN S.78°09'21"W. A DISTANCE OF 37.39 FEET; THENCE RUN S.67°28'38"W. A DISTANCE OF 49.33 FEET; THENCE RUN S.35°22'49"W. A DISTANCE OF 81.44 FEET; THENCE RUN S.58°18'42"W. A DISTANCE OF 57.76 FEET; THENCE RUN S.63°08'40"W. A DISTANCE OF 43.75 FEET; THENCE RUN S.63°31'55"W. A DISTANCE OF 63.28 FEET; THENCE RUN S.81°17'41"W. A DISTANCE OF 32.16 FEET; THENCE RUN S.52°11'27"W. A DISTANCE OF 50.13 FEET; THENCE RUN S.41°02'08"W. A DISTANCE OF 105.84 FEET; THENCE RUN S.46°02'13"W. A DISTANCE OF 37.73 FEET; THENCE RUN S.49°07'54"W. A DISTANCE OF 68.25 FEET; THENCE RUN S.34°26'17"W. A DISTANCE OF 69.08 FEET; THENCE RUN S.38°37'51"W. A DISTANCE OF 103.27 FEET; THENCE RUN N.45°35'48"W. A DISTANCE OF 123.79 FEET; THENCE RUN N.11°49'50"W. A DISTANCE OF 123.38 FEET; THENCE RUN N.04°45'06"W. A DISTANCE OF 70.09 FEET; THENCE RUN N.60°32'05"E. A DISTANCE OF 336.45 FEET; THENCE RUN N.07°46'51"E. A DISTANCE OF 141.22 FEET; THENCE RUN N.01°03'29"E. A DISTANCE OF 173.45 FEET; THENCE RUN N.05°02'04"E. A DISTANCE OF 186.67 FEET; THENCE RUN S.78°17'05"E. A DISTANCE OF 278.18 FEET; THENCE RUN N.66°31'01"E. A DISTANCE OF 250.26 FEET; THENCE RUN S.77°31'22"E. A DISTANCE OF 301.81 FEET; THENCE RUN S.23°29'30"E. A DISTANCE OF 95.66 FEET TO THE POINT OF BEGINNING.

Also Less

FOR A POINT OF REFERENCE (P.O.R.) COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 36; THENCE RUN S.89°44'47"W. ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36 A DISTANCE OF 240.73 FEET; THENCE LEAVING SAID SOUTH LINE RUN N.00°15'13"W. A DISTANCE OF 1042.42 FEET FOR A POINT OF BEGINNING (P.O.B. #3); THENCE RUN S.46°13'54"W. A DISTANCE OF 87.61 FEET; THENCE RUN N.62°30'38"W. A DISTANCE OF 120.09 FEET; THENCE RUN N.08°50'27"W. A DISTANCE OF 206.57 FEET; THENCE RUN N.26°02'22"E. A DISTANCE OF 274.23 FEET; THENCE RUN N.54°23'20"E. A DISTANCE OF 385.24 FEET; THENCE RUN N.19°29'54"E. A DISTANCE OF 105.01 FEET; THENCE RUN N.85°19'58"E. A DISTANCE OF 868.07 FEET; THENCE RUN S.50°48'48"E. A DISTANCE OF 132.89 FEET; THENCE RUN S.32°00'30"W. A DISTANCE OF 141.82 FEET; THENCE RUN N.84°37'16"W. A DISTANCE OF 137.36 FEET; THENCE RUN S.79°32'50"W. A DISTANCE OF 57.04 FEET; THENCE RUN S.41°53'35"W. A DISTANCE OF 34.73 FEET; THENCE RUN S.21°53'34"W. A DISTANCE OF 37.88 FEET; THENCE RUN S.22°30'36"W. A DISTANCE OF 76.66 FEET; THENCE RUN S.39°45'15"W. A DISTANCE OF 72.02 FEET; THENCE RUN S.67°55'04"W. A DISTANCE OF 71.04 FEET; THENCE RUN S.84°18'42"W. A DISTANCE OF 42.63 FEET; THENCE RUN N.72°04'09"W. A DISTANCE OF 118.05 FEET; THENCE RUN N.83°26'56"W. A DISTANCE OF 112.37 FEET; THENCE RUN S.71°54'23"W. A DISTANCE OF 94.33 FEET; THENCE RUN S.82°41'45"W. A DISTANCE OF 60.45 FEET; THENCE RUN S.58°33'52"W. A DISTANCE OF 99.18 FEET; THENCE RUN S.54°12'56"W. A DISTANCE OF 154.03 FEET; THENCE RUN S.18°19'59"W. A DISTANCE OF 91.49 FEET; THENCE RUN S.33°30'02"W. A DISTANCE OF 243.44 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "B" CONTINUED

EASTWOOD ~~GEORGE BROWN~~

Phase II

Also less

FOR A POINT OF REFERENCE (P.O.R.) COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 36; THENCE RUN S.00°29'00"E. ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36 A DISTANCE OF 678.12 FEET FOR A POINT OF BEGINNING (P.O.B. #4); THENCE LEAVING SAID WEST LINE RUN S.57°08'33"E. A DISTANCE OF 205.39 FEET; THENCE RUN N.00°29'00"W. A DISTANCE OF 227.69 FEET; THENCE RUN S.83°58'13"E. A DISTANCE OF 54.50 FEET; THENCE RUN S.73°00'51"E. A DISTANCE OF 68.25 FEET; THENCE RUN S.48°11'26"E. A DISTANCE OF 55.67 FEET; THENCE RUN S.55°35'34"E. A DISTANCE OF 107.95 FEET; THENCE RUN N.47°07'13"E. A DISTANCE OF 55.83 FEET; THENCE RUN N.19°52'37"E. A DISTANCE OF 71.86 FEET; THENCE RUN N.08°44'45"E. A DISTANCE OF 45.31 FEET; THENCE RUN N.40°26'04"E. A DISTANCE OF 47.20 FEET; THENCE RUN S.30°11'27"E. A DISTANCE OF 118.08 FEET; THENCE RUN S.49°41'39"E. A DISTANCE OF 119.08 FEET; THENCE RUN S.21°39'04"W. A DISTANCE OF 25.42 FEET; THENCE RUN S.50°18'19"W. A DISTANCE OF 40.71 FEET; THENCE RUN S.28°59'13"W. A DISTANCE OF 40.81 FEET; THENCE RUN S.01°28'04"E. A DISTANCE OF 40.00 FEET; THENCE RUN S.25°33'27"E. A DISTANCE OF 82.81 FEET; THENCE RUN S.10°40'16"E. A DISTANCE OF 66.62 FEET; THENCE RUN S.67°48'38"E. A DISTANCE OF 64.45 FEET; THENCE RUN S.85°19'17"E. A DISTANCE OF 43.99 FEET; THENCE RUN N.84°40'31"E. A DISTANCE OF 47.41 FEET; THENCE RUN N.67°03'50"E. A DISTANCE OF 47.50 FEET; THENCE RUN N.54°24'20"E. A DISTANCE OF 38.73 FEET; THENCE RUN N.32°45'11"E. A DISTANCE OF 36.71 FEET; THENCE RUN N.36°45'16"E. A DISTANCE OF 49.13 FEET; THENCE RUN N.26°37'38"E. A DISTANCE OF 47.33 FEET; THENCE RUN N.14°25'34"E. A DISTANCE OF 49.50 FEET; THENCE RUN N.07°29'30"W. A DISTANCE OF 51.70 FEET; THENCE RUN N.49°25'05"W. A DISTANCE OF 22.34 FEET; THENCE RUN N.41°42'06"E. A DISTANCE OF 837.10 FEET; THENCE RUN S.83°28'29"E. A DISTANCE OF 154.53 FEET; THENCE RUN S.37°28'53"E. A DISTANCE OF 142.52 FEET; THENCE RUN S.39°10'12"W. A DISTANCE OF 890.41 FEET; THENCE RUN N.84°07'45"W. A DISTANCE OF 30.81 FEET; THENCE RUN N.79°47'50"W. A DISTANCE OF 62.29 FEET; THENCE RUN S.27°33'41"W. A DISTANCE OF 42.53 FEET; THENCE RUN S.12°58'31"W. A DISTANCE OF 56.86 FEET; THENCE RUN S.26°56'20"E. A DISTANCE OF 54.17 FEET; THENCE RUN S.33°18'10"E. A DISTANCE OF 39.45 FEET; THENCE RUN S.44°22'00"E. A DISTANCE OF 53.38 FEET; THENCE RUN S.21°27'37"E. A DISTANCE OF 51.48 FEET; THENCE RUN S.10°04'07"W. A DISTANCE OF 60.63 FEET; THENCE RUN S.07°04'07"E. A DISTANCE OF 46.57 FEET; THENCE RUN N.85°49'53"E. A DISTANCE OF 51.03 FEET; THENCE RUN N.62°02'38"E. A DISTANCE OF 37.49 FEET; THENCE RUN S.53°33'12"E. A DISTANCE OF 106.86 FEET; THENCE RUN S.42°43'37"E. A DISTANCE OF 62.71 FEET; THENCE RUN S.52°03'02"E. A DISTANCE OF 62.74 FEET; THENCE RUN S.50°49'11"E. A DISTANCE OF 34.09 FEET; THENCE RUN S.60°54'49"E. A DISTANCE OF 54.07 FEET; THENCE RUN S.20°14'54"E. A DISTANCE OF 35.37 FEET; THENCE RUN S.30°42'31"E. A DISTANCE OF 50.17 FEET; THENCE RUN S.08°57'15"W. A DISTANCE OF 32.03 FEET; THENCE RUN S.33°38'04"W. A DISTANCE OF 34.16 FEET; THENCE RUN S.08°10'42"W. A DISTANCE OF 37.84 FEET; THENCE RUN S.04°09'35"W. A DISTANCE OF 42.98 FEET; THENCE RUN S.18°36'02"W. A DISTANCE OF 75.74 FEET; THENCE RUN S.30°16'59"W. A DISTANCE OF 104.36 FEET; THENCE RUN S.80°52'25"E. A DISTANCE OF 38.94 FEET; THENCE RUN N.41°32'53"E. A DISTANCE OF 100.98 FEET; THENCE RUN N.83°25'03"E. A DISTANCE OF 60.22 FEET; THENCE RUN S.57°10'16"E. A DISTANCE OF 56.05 FEET; THENCE RUN N.86°21'18"E. A DISTANCE OF 67.78 FEET; THENCE RUN S.64°04'30"E. A DISTANCE OF 86.96 FEET; THENCE RUN S.77°25'08"E. A DISTANCE OF 53.84 FEET; THENCE RUN N.74°48'22"E. A DISTANCE OF 80.25 FEET; THENCE RUN N.67°14'48"E. A DISTANCE OF 150.00 FEET; THENCE RUN N.87°27'20"E. A DISTANCE OF 130.21 FEET; THENCE RUN S.23°20'00"E. A DISTANCE OF 150.00 FEET; THENCE RUN S.52°23'10"W. A DISTANCE OF 199.09 FEET; THENCE RUN S.16°50'47"W. A DISTANCE OF 103.62 FEET; THENCE RUN S.50°56'19"W. A DISTANCE OF 143.25 FEET; THENCE RUN S.20°14'01"W. A DISTANCE OF 108.06 FEET; THENCE RUN S.09°27'45"E. A DISTANCE OF 101.92 FEET; THENCE RUN S.42°38'05"E. A DISTANCE OF 108.79 FEET; THENCE RUN S.79°46'54"E. A DISTANCE OF 200.25 FEET; THENCE RUN S.27°15'47"E. A DISTANCE OF 113.85 FEET; THENCE RUN S.42°21'38"W. A DISTANCE OF 136.45 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 36. SAID POINT BEING S.89°44'47"W. A DISTANCE OF 522.92 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 36; THENCE RUN S.89°44'47"W. ALONG SAID SOUTH LINE A DISTANCE OF 475.00 FEET; THENCE LEAVING SAID SOUTH LINE RUN N.59°28'55"E. A DISTANCE OF 62.96 FEET; THENCE RUN N.32°34'11"E. 75.30 FEET; THENCE RUN N.16°20'38"E. A DISTANCE OF 80.51 FEET; THENCE RUN N.06°50'14"W. A DISTANCE OF 80.37 FEET; THENCE RUN N.33°20'33"W. A DISTANCE OF 72.18 FEET; THENCE RUN N.37°11'16"W. A DISTANCE OF 135.65 FEET; THENCE RUN N.60°08'03"W. A DISTANCE OF 51.04 FEET; THENCE RUN S.87°54'48"W. A DISTANCE OF 72.92 FEET; THENCE RUN S.28°30'36"W. A DISTANCE OF 50.47 FEET; THENCE RUN N.4°51'02"W. A DISTANCE OF 108.34 FEET; THENCE RUN N.55°20'22"W. A DISTANCE OF 56.17 FEET; THENCE RUN S.64°52'20"W. A DISTANCE OF 48.21 FEET; THENCE RUN S.54°14'49"W. A DISTANCE OF 74.13 FEET; THENCE RUN S.51°15'03"W. A DISTANCE OF 48.86 FEET; THENCE RUN S.64°42'42"W. A DISTANCE OF 51.46 FEET; THENCE RUN N.50°50'04"W. A DISTANCE OF 123.39 FEET; THENCE RUN N.37°23'31"W. A DISTANCE OF 58.49 FEET; THENCE RUN N.45°36'49"W. A DISTANCE OF 83.98 FEET; THENCE RUN N.22°11'02"W. A DISTANCE OF 96.52 FEET; THENCE RUN N.08°30'58"W. A DISTANCE OF 129.33 FEET; THENCE RUN N.19°07'47"W. A DISTANCE OF 92.55 FEET; THENCE RUN N.63°20'41"W. A DISTANCE OF 39.37 FEET; THENCE RUN N.87°19'46"W. A DISTANCE OF 80.18 FEET; THENCE RUN S.73°42'52"W. A DISTANCE OF 32.60 FEET; THENCE RUN S.44°22'03"W. A DISTANCE OF 38.98 FEET; THENCE RUN S.81°25'10"W. A DISTANCE OF 79.36 FEET; THENCE RUN N.86°39'03"W. A DISTANCE OF 93.79 FEET; THENCE RUN S.79°51'12"W. A DISTANCE OF 62.67 FEET; THENCE RUN S.40°56'50"W. A DISTANCE OF 98.74 FEET; THENCE RUN S.04°03'26"E. A DISTANCE OF 43.13 FEET; THENCE RUN S.32°42'00"E. A DISTANCE OF 40.07 FEET; THENCE RUN S.70°33'23"E. A DISTANCE OF 56.26 FEET; THENCE RUN S.65°34'12"E. A DISTANCE OF 47.50 FEET; THENCE RUN S.16°40'47"E. A DISTANCE OF 28.97 FEET; THENCE RUN S.02°12'53"E. A DISTANCE OF 24.58 FEET; THENCE RUN S.39°57'17"E. A DISTANCE OF 40.48 FEET; THENCE RUN S.39°41'22"E. A DISTANCE OF 33.19 FEET; THENCE RUN S.45°10'04"W. A DISTANCE OF 28.89 FEET; THENCE RUN S.64°35'38"E. A DISTANCE OF 31.44 FEET; THENCE RUN S.41°57'37"E. A DISTANCE OF 20.36 FEET; THENCE RUN S.34°46'37"E. A DISTANCE OF 41.10 FEET; THENCE RUN S.46°05'44"E. A DISTANCE OF 45.60 FEET; THENCE RUN S.40°03'26"E. A DISTANCE OF 86.81 FEET; THENCE RUN S.34°37'56"E. A DISTANCE OF 66.24 FEET; THENCE RUN S.27°58'21"E. A DISTANCE OF 53.51 FEET; THENCE RUN S.39°18'15"E. A DISTANCE OF 157.23 FEET; THENCE RUN S.56°07'51"E. A DISTANCE OF 70.38 FEET; THENCE RUN S.60°23'49"W. A DISTANCE OF 201.77 FEET TO AN INTERSECTION WITH THE AFORESAID SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 36; THENCE RUN S.89°44'47"W. ALONG SAID SOUTH LINE A DISTANCE OF 800.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE RUN N.00°29'00"W. ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36 A DISTANCE OF 2002.48 FEET TO THE POINT OF BEGINNING.

C 64797-B

EXHIBIT "B"

ALSO LESS: (PROPOSED PLAT OF "THE VILLAGES II AT EASTWOOD")

THAT PORTION OF SECTION 36, TOWNSHIP 22 SOUTH, RANGE 31 EAST AS CONTAINED IN THE FOLLOWING LEGAL DESCRIPTION:

Parcels 3 and 4 and a portion of Parcel 5 and Tract C, Deer Run South P.U.D. Phase 1, as recorded in Plat Book 22, Pages 134 through 140, of the Public Records of Orange County, Florida, and a portion of the Northwest 1/4; AND the Southwest 1/4 of Section 36, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of said Northwest 1/4 of Section 36, said point also being the Northeast corner of said Deer Run South P.U.D. Phase 1; thence run S00°56'21"W. 780.48 feet; thence S09°03'39"E. 70.00 feet; thence S00°56'21"W. 372.97 feet to the point of curvature of a curve concave Easterly and having a radius of 3239.04 feet; thence run Southerly 1012.48 feet along the arc of said curve through a central angle of 18°26'26" to the point of reverse curvature of a curve concave Westerly and having a radius of 485.00 feet; thence run Southerly 344.20 feet along the arc of said curve through a central angle of 40°39'46" to the point of reverse curvature of a curve concave Southeasterly and having a radius of 415.00 feet; thence run Southwesterly 77.05 feet along the arc of said curve through a central angle of 10°38'17" to the point of a compound curvature of a curve concave Northeasterly and having a radius of 50.00 feet; thence run Southwesterly 67.81 feet along the arc of said curve through a central angle of 77°42'33" to the point of a reverse curvature of a curve concave Northwesterly and having a radius of 150.00 feet; thence run Southwesterly and Westerly 532.87 feet along the arc of said curve through a central angle of 211°10'44" to the point of a reverse curvature of a curve concave Southwesterly and having a radius of 50.00 feet; thence from a chord bearing of N62°13'36"W. run Northwesterly 49.25 feet along the arc of said curve through a central angle of 56°26'22" to the cusp of a curve concave Northerly and having a radius of 1370.00 feet, said point being a point on the Southerly right-of-way line of Golfway Boulevard, formerly Deer Run Parkway, as shown on the aforesaid Deer Run South P.U.D. Phase 1; thence from a chord bearing of N88°09'04"E. run Easterly 68.02 feet along said Southerly right-of-way line through a central angle of 02°50'41" to a point on the East line of the Southeast 1/4 of Section 35, Township 22 South, Range 31 East; thence, departing said curve run N00°29'00"W. along the East right-of-way line of said Golfway Boulevard and said East line of the Southeast 1/4 of Section 35, a distance of 100.13 feet to a point on the Northerly right-of-way line of said Golfway Boulevard being a point on a curve concave Northerly and having a radius of 1270.00 feet; thence from a chord bearing of N84°11'25"W. run Westerly along said Northerly right-of-way line 413.24 feet along the arc of said curve through a central angle of 18°38'36" to the point of tangency; thence N74°52'05"W. along said Northerly right-of-way line 842.59 feet to the Southeast corner of Tract C (Lift Station) of the aforesaid Plat of Deer Run South P.U.D. Phase 1; thence departing said Northerly right-of-way line run along the boundary line of said Tract C the following courses and distances: N15°07'52"E. 60.00 feet; thence N74°52'08"W. 40.00 feet; thence S15°07'52"W. 60.00 feet to the aforesaid Northerly right-of-way line of Golfway Boulevard; thence N74°52'08"W. along said Northerly right-of-way line 1022.60 feet to the point of curvature of a curve concave Southwesterly and having a radius of 1680.00 feet; thence from a chord bearing of N82°56'06"W. run Northwesterly 473.02 feet along the arc of said curve and said Northerly right-of-way line through a central angle of 15°07'55" to the Southeast corner of the Villages at Eastwood, as recorded in Plat Book 31, Pages 125 through 126, of the Public Records of Orange County, Florida; thence departing said curve and said Northerly right-of-way line run along the Easterly line of the Villages at Eastwood the following courses and distances: N24°07'26"E. 308.34 feet; thence N01°36'45"W. 679.12 feet; thence N23°24'15"E. 220.76 feet; thence N77°07'28"W. 113.49 feet; thence S82°36'25"W. 47.57 feet; thence S86°59'34"W. 51.98 feet; thence S84°17'03"W. 44.86 feet; thence N70°13'35"W. 27.70 feet; thence N00°15'05"E. 78.75 feet; thence N30°31'10"E. 87.41 feet; thence N49°20'53"E. 58.65 feet; thence N17°47'40"W. 105.47 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of the aforesaid Section 35, Township 22 South, Range 31 East and the Southeast corner of Lot 53, Waterford Lakes Tract N-33, as recorded in Plat Book 30, Pages 91 through 93, of the Public Records of Orange County, Florida; thence departing the aforesaid Easterly line of the Villages at Eastwood run N00°31'13"W. along the East line of said Waterford Lakes Tract N-33, and along the East line of said Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of the aforesaid Section 35, a distance of 670.97 feet to the Northwest corner of the Northeast 1/4 of said Section 35 and the Northeast corner of Tract L of said Waterford Lakes Tract N-33; thence N89°47'00"E. along the North line of said Northeast 1/4 of Section 35 and the North boundary line of said Deer Run South P.U.D. Phase 1, a distance of 2671.38 feet to the POINT OF BEGINNING.

C 64994

EXHIBIT "B"

ALSO LESS: (SHOAL POINTE)

A PORTION OF LAND SITUATE IN SECTION 36, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 36; THENCE RUN S.00°32'56"E, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36 A DISTANCE OF 2864.49 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 36; THENCE RUN S.00°29'00"E, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36 A DISTANCE OF 28.35 FEET; THENCE LEAVING SAID WEST LINE RUN N.89°31'00"E, 217.20 FEET FOR A POINT OF BEGINNING SAID POINT BEING A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 70°37'12"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 61.57 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 939.95 FEET AND A CENTRAL ANGLE OF 03°48'10"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE 95.20 FEET TO THE POINT OF TANGENCY; THENCE RUN N.65°20'38"E, 357.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1004.93 FEET AND A CENTRAL ANGLE OF 46°47'25"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE 820.67 FEET TO THE POINT OF TANGENCY; THENCE RUN S.67°51'57"E, 144.75 FEET; THENCE RUN S.22°08'03"W, 70.00 FEET; THENCE RUN S.41°42'06"W, ALONG THE WEST LINE OF AN UNPLATTED GOLF COURSE AND A PROJECTION THEREOF AS DESCRIBED IN OFFICIAL RECORD BOOK 4198, PAGE 100 OF THE PUBLIC RECORDS OF ORANGE COUNTY A DISTANCE OF 968.49 FEET; THENCE LEAVING SAID LINE, RUN N.49°25'05"W, 47.05 FEET; THENCE RUN N.87°37'36"W, 38.22 FEET; THENCE RUN S.72°29'36"W, 72.54 FEET; THENCE RUN N.74°51'02"W, 78.37 FEET; THENCE RUN S.86°50'30"W, 41.00 FEET; THENCE RUN N.27°29'39"W, 313.14 FEET; THENCE RUN N.25°39'28"W, 73.76 FEET; THENCE RUN N.30°19'45"W, 73.76 FEET; THENCE RUN N.31°16'24"W, 79.65 FEET; THENCE RUN N.27°32'44"W, 115.03 FEET; THENCE RUN S.65°20'38"W, 6.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 1009.95 FEET AND A CENTRAL ANGLE OF 06°44'20"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 118.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°50'51"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 52.23 FEET TO A POINT ON CURVE CONCAVE WESTERLY HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 50°32'07"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 132.30 FEET TO THE POINT OF BEGINNING.

POINT OF COMMENCEMENT
N.E. CORNER, S.E. 1/4,
SECTION 35-22-31

DEER RUN SOUTH P.U.D.
PHASE 1
(PLAT BOOK 22, PAGES 134-140)

SOUTHERLY LINE, PARCEL 5 (CLUBHOUSE)

PARCEL 5 (CLUBHOUSE)

POINT OF BEGINNING

CHORD BEARING =
S28°30'10"W
Δ = 00°43'48"
R = 1025.000'
L = 13.060'

NOT PLATTED
SECTION 36-22-31



TRACT "G" (GOLF COURSE)

N14°45'20"E
406.66'

N04°23'45"E
231.67'

T27 T25
T22 T20 T18
T15 T14 T13
T12 T11 T10 T9 T8 T7 T6 T5 T4 T3 T2 T1

DEER RUN SOUTH P.U.D.
PHASE 1
(PLAT BOOK 22, PAGES 134-140)

TRACT "G" (GOLF COURSE)

20' DRAINAGE EASEMENT
(PLAT BOOK 22, PAGES 134-140)

TANGENT TABLES

| LINE | DIRECTION | DISTANCE |
|------|-------------|----------|
| T1 | N87°29'44"W | 29.37' |
| T2 | N86°39'06"W | 23.10' |
| T3 | N85°55'37"W | 25.53' |
| T4 | N87°35'06"W | 14.97' |
| T5 | N50°16'19"W | 30.78' |
| T6 | N45°28'15"W | 19.65' |
| T7 | N39°52'11"W | 33.41' |
| T8 | N39°42'37"W | 27.37' |
| T9 | N40°37'33"W | 16.10' |
| T10 | N38°30'34"W | 25.34' |
| T11 | N41°18'29"W | 10.55' |
| T12 | N42°05'15"W | 10.72' |
| T13 | N46°45'51"W | 6.65' |
| T14 | N42°34'12"W | 15.89' |
| T15 | N46°25'06"W | 14.73' |
| T16 | N44°14'03"W | 27.80' |
| T17 | N45°16'46"W | 29.77' |
| T18 | N56°58'24"W | 11.63' |
| T19 | N70°06'47"W | 22.75' |
| T20 | N73°37'05"W | 15.11' |
| T21 | N76°42'15"W | 15.82' |
| T22 | N80°43'59"W | 26.29' |
| T23 | N83°11'37"W | 32.33' |
| T24 | N84°47'04"W | 23.74' |
| T25 | S89°00'24"W | 19.63' |
| T26 | S82°47'34"W | 7.84' |
| T27 | S81°03'53"W | 11.51' |
| T28 | S75°35'47"W | 27.36' |
| T29 | S72°35'55"W | 16.00' |
| T30 | S73°31'53"W | 11.53' |
| T31 | S69°28'56"W | 8.37' |
| T32 | S70°57'42"W | 11.17' |
| T33 | S67°57'55"W | 12.07' |
| T34 | S66°03'31"W | 8.929' |
| T35 | S65°55'06"W | 16.66' |
| T36 | S64°39'59"W | 13.19' |
| T37 | S66°00'13"W | 15.40' |

SKETCH OF DESCRIPTION

NOT A SURVEY

REVISED LEGAL & GRAPHICS, 11-21-94

SHEET 1 OF 2

OF: EASTWOOD

Scale: 1" = 100'

Date: 11-12-94

Job No.: 85-410.34 TASK 00011

Designed By: C.W. STIDHAM, P.L.S.

I HEREBY CERTIFY THIS SKETCH MEETS
THE MINIMUM TECHNICAL STANDARDS OF
FLA. ADMINISTRATIVE CODE-RULE: 61G17-6

C.W. Stidham
REG. LAND SURVEYOR NO. 2353
AUTHORIZED SIGNATURE

Exhibit "C"



DYER, RIDDLE, MILLS,
AND PRECOURT INC.

ENGINEERS • SURVEYORS • SCIENTISTS • PLANNERS

1506 East Colonial Drive
Orlando, Florida 32803

Phone: (407) 896-0594

DRMP #85-0410.034
November 14, 1994
Revised November 21, 1994
STIDHAM/SR11-14leg

OR Bk 4834 Pg 866
Orange Co FL 5093212

LEGAL DESCRIPTION:

That part of Tract "G" (Golf Course), Parcel 5 (Clubhouse) Deer Run South P.U.D. Phase 1, as recorded in Plat Book 22, Pages 134 through 140, of the Public Records of Orange County, Florida and a portion of the Southwest 1/4 of Section 36, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of Section 35, Township 22 South, Range 31 East, Orange County, Florida; thence run S.00°29'00"E. along the East line of said Southeast 1/4, a distance of 551.38 feet for a POINT OF BEGINNING; thence continue S.00°29'00"E. along said East line 115.40 feet to a point on a curve concave Northwesterly and having a radius of 1,025.00 feet; thence departing said East line from a chord bearing of S.28°30'10"W. run Southwesterly along the arc of said curve 13.06 feet through a central angle of 00°43'48" to the point of tangency; thence S.28°52'04"W. 22.34 feet; thence S.57°08'39"E. 93.60 feet; thence S.32°57'44"W. 226.09 feet; thence S.16°52'36"W. 148.39 feet; thence S.41°37'24"E. 283.82 feet; thence S.89°28'24"E. 135.11 feet; thence S.00°31'36"W. 38.00 feet to the 65.00 feet contour line (Orange County Datum); thence run along said 65.00 feet contour line the following courses and distance: N.89°28'24"W. 96.55 feet; thence N.87°29'44"W. 29.37 feet; thence N.86°39'06"W. 23.10 feet; thence N.83°55'37"W. 25.53 feet; thence N.67°35'06"W. 14.97 feet; thence N.50°16'19"W. 30.78 feet; thence N.45°26'15"W. 19.65 feet; thence N.39°52'11"W. 33.41 feet; thence N.39°42'37"W. 27.37 feet; thence N.40°37'33"W. 16.10 feet; thence N.38°30'34"W. 25.34 feet; thence N.41°18'29"W. 10.55 feet; thence N.42°05'15"W. 10.72 feet; thence N.46°45'51"W. 6.65 feet; thence N.42°34'12"W. 15.89 feet; thence N.46°25'06"W. 14.73 feet; thence N.44°14'03"W. 27.90 feet; thence N.45°16'46"W. 29.77 feet; thence N.56°58'24"W. 11.63 feet; thence N.70°06'47"W. 22.75 feet; thence N.73°37'05"W. 15.11 feet; thence N.76°42'15"W. 15.82 feet; thence N.80°43'59"W. 26.29 feet; thence N.83°11'37"W. 32.33 feet; thence N.84°47'04"W. 23.74 feet; thence S.89°00'24"W. 19.63 feet; thence S.82°47'54"W. 7.84 feet; thence S.81°03'53"W. 11.51 feet; thence S.75°35'47"W. 27.36 feet; thence S.72°35'55"W. 16.00 feet; thence S.73°31'53"W. 11.53 feet; thence S.69°28'56"W. 8.37 feet; thence S.70°57'42"W. 11.17 feet; thence S.67°57'55"W. 12.07 feet; thence S.66°03'31"W. 8.93 feet; thence S.66°55'06"W. 16.66 feet; thence S.64°39'59"W. 13.19 feet; thence S.66°00'13"W. 15.40 feet; thence departing the aforesaid 65.00 feet contour line run N.34°23'45"E. 231.67 feet; thence N.14°45'20"E. 406.66 feet; thence S.57°08'39"E. parallel with the Southerly line of the aforementioned Parcel 5 (Clubhouse) a distance of 206.00 feet; thence N.28°52'04"E. 18.86 feet to the point of curvature of a curve concave Northwesterly and having a radius of 975.00 feet; thence run Northeasterly along the arc of said curve 113.90 feet through a central angle of 06°41'36" to the POINT OF BEGINNING.

Containing therein 3.858 acres, more or less.

SURVEYOR'S NOTES:

1. NO UNDERGROUND INSTALLATION OR IMPROVEMENTS HAVE BEEN LOCATED. (UNLESS NOTED OTHERWISE)
2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.
3. THE BEARINGS SHOWN HEREON ARE BASED ON EAST LINE OF THE SOUTHEAST 1/4, SECTION 35, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING 600°29'00"E AS SHOWN ON DEER RUN SOUTH P.U.D. PHASE 1, AS RECORDED IN PLAT BOOK 22, PAGES 134-140, OF THE PUBLIC RECORDS OF PRANGE COUNTY, FLORIDA.
4. SUBJECT TO EASEMENTS AND RESTRICTIONS, IF ANY, OF RECORD.

SHEET 2 OF 2

For: EASTWOOD
Scale: 1" = 100'
Date: 11-12-94
Job No.: 85-410.34 TASK 00011
Designed By: C.W. STIDHAM, P.L.S.



**DYER, RIDDLE, MILLS,
AND PRECOURT INC.**

ENGINEERS • SURVEYORS • SCIENTISTS • PLANNERS
1606 East Colonial Drive
Orlando, Florida 32803

Phone: (407) 896-0594

G
URSE

PHASE 2

EXIST. RETENTION
POND

LAK

TENNIS
COURTS

PROPOSED

TENNIS
COURTS

EXISTING CART P
BE RELOCATED A

GRILL/ PAVILLION

POOL

Pb

GC
(NO

PHASE 2

Lg

LAKE 21



OR Bk 4834 Pg 867
Orange Co FL 5093212
Record Verified - Martha O. Haynie

Exhibit "D"

RECORD AND RETURN TO:

Hal H. Kantor, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
P. O. Box 2809
Orlando, FL 32802-2809

DOC # 20200468904
09/08/2020 06:32 AM Page 1 of 5
Rec Fee: \$44.00
Deed Doc Tax: \$0.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: CSC INC

**TERMINATION AND CANCELLATION OF AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS FOR GOLF COURSE PROPERTY**

**TERMINATION AND CANCELLATION OF AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS FOR GOLF COURSE
PROPERTY**

WHEREAS, that certain Amended and Restated Declaration of Restrictive Covenants dated December 16, 1994 (the "Golf Course Covenants") was made by DRS LIMITED, a Florida limited partnership (referred to therein as the Declarant) which said Covenants were recorded December 20, 1994 in Official Records Book 4834, Page 840, Public Records of Orange County, Florida; and

WHEREAS, the Benge Corp., a Florida corporation, is the successor Declarant under the terms of that certain Amended, Restated and Consolidated Declaration of Covenants and Restrictions for Eastwood dated April 29, 1991 and recorded on May 19, 1991 in Official Records Book 4286, Page 1408, Public Records of Orange County, Florida (the "Eastwood Master Declaration") by virtue of that certain Assignment and Assumption Agreement dated December 19, 1994 and recorded November 14, 2019 under Document Number 20190719471, Public Records of Orange County, Florida; and

WHEREAS, the Golf Course Covenants were executed and recorded in connection with the request and an accommodation to LINKSCORP (DELAWARE), INC, a Delaware Corporation, ("Linkscorp") which became the owner of the Golf Course Property as more particularly set forth in Article X, Paragraph 4 of the Golf Course Covenants; and

WHEREAS, Eastwood Golf Club, LLC, a Florida limited liability company, ("Eastwood Golf Club") is the successor in interest to Linkscorp by virtue of that certain Special Warranty Deed from Linkscorp Florida Eastwood, LLC, a Delaware limited liability company ("Linkscorp Eastwood") to Eastwood Golf Club dated May 28, 2007, and recorded on October 3, 2007 in Official Records Book 9456, Page 3854, Public Records of Orange County, Florida conveying to Eastwood Golf Club the Golf Course Property (also known as the "County Club" in the Eastwood

Master Declaration) along with that certain Quitclaim Deed from Linkscorp Eastwood to Eastwood Golf Club dated September 28, 2007 and recorded October 3, 2007 in Official Records Book 9456, Page 3872, Public Records of Orange County, Florida; and

WHEREAS, Eastwood Golf Club has determined to cease operations of the golf course and to convert a portion of the golf course to development to uses permitted by the regulations of Orange County, pursuant to the authority granted under Article XI and other provisions of the Eastwood Master Declaration; and

WHEREAS, Article X, Paragraph 2 of the Golf Course Covenants provides that “no portion of this Declaration may be terminated, modified, or amended without the prior written consent of Declarant, or its successors or assigns, and the owner of the Golf Course Property, its successors or assigns;”

NOW THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bengé Corp., as successor Declarant, and Eastwood Golf Club, LLC, as the successor owner of the Golf Course Property, agree as follows:

1. **Recitals**: The Recitals set forth above are incorporated herein by reference.
2. **Termination and Cancellation**: Upon execution hereof, the Golf Course Covenants are hereby terminated and rendered null and void and of no further force and effect.
3. **Binding Effect**: This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed as of the day and year hereinafter set forth.

BENGE CORP,
a Florida corporation

Carol D. Anderson
Name: Carol D. Anderson

By: [Signature]
Tony Benge
Title: President

Lauren Kern
Name: Lauren Kern

(CORPORATE SEAL)

EASTWOOD GOLF CLUB, LLC,
a Florida limited liability company

[Signature]
Name: Robert H. Jr

By: [Signature]
John Caporaletti
Title: Manager

[Signature]
Name: Sara L. Bailey

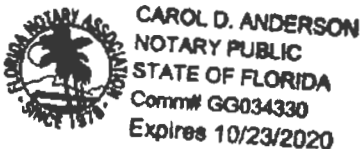
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31 day of August, 2020 by Tony Benge, Jr. of Benge Corp, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced Fl. Drivers License as identification.

Carol D. Anderson
Notary Public, State of Florida

(NOTARY SEAL)

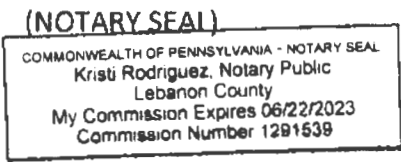
Printed Name: Carol D. Anderson
Notary Commission No.: _____
My Commission Expires: _____



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DAUPHIN

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of September, 2020 by John Caporaletti of Eastwood Golf Club, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced PA-DL as identification.

Kristi Rodriguez
Notary Public, Commonwealth of Pennsylvania



Printed Name: Kristi Rodriguez
Notary Commission No.: 1291539
My Commission Expires: 06/22/2023

EASTWOOD

6. Declarant's Right to Grant Easements and Rights of Way
 - a. Letter to Whitney Evers dated 6/22/20
 - b. Definition of Declarant



HAL H. KANTOR

hal.kantor@lowndes-law.com
215 North Eola Drive, Orlando, Florida 32801-2028
T: 407-418-6326 | F: 407-843-4444
MAIN NUMBER: 407-843-4600



June 22, 2020

Ms. Whitney E. Evers
Assistant County Attorney
Orange County Attorney's Office
201 S. Rosalind Ave., 3rd Floor
Orlando, FL 32802-1393

**Re: Eastwood-Right of Declarant to Dedicate Easements and Rights of Way Across
Common Property**

Dear Ms. Evers:

Benge Corp. and Eastwood Golf Club LLC have applied to amend the PD for Eastwood identified as CDR 19-06-188. Agent Authorization Letters have been provided for both parties. The general nature of the amendment results in a termination of the golf course operation and a rezoning of the PD to allow the development of up to 304 single-family units on land that is already designated for Single Family Residential uses under the Orange County Comprehensive Plan (Low Density Residential allowing up to 4 dwellings per acre). As part of the development program, the applicants intend to utilize a private owned road known as Cavan Lane which is designated on the plat of said road as Common Area of the Eastwood Homeowner's Association. Applicants do not need an Agent Authorization to utilize the road for the purposes intended by the rezoning, nor do they need the approval of the HOA or the membership of the HOA as a result of the facts set forth hereinbelow.

Background:

1. The Eastwood project was initially known as Deer Run South and was approved by Orange County commencing in 1988 and underwent several modifications and additions over the years culminating in the current development which is to be developed in accordance with Orange County approvals issued from time to time as well as the terms of that certain Amended, Restated and Consolidated Declarations of Covenants and Restrictions for Eastwood dated April 29, 1991 and recorded on May 10, 1991, in OR Book 4286, Page 1408 et seq, hereinafter referred to as the "Declaration." (copy attached)



2. The Eastwood PD was approved for a total of 2,320 residential units and 100,000 square feet of C-1 commercial uses. There are 304 single family residential units remaining in the PD to be developed according to that certain Zoning Verification Letter issued on August 6, 2013 by the Zoning Division of Orange County and as currently documented by the applicants. (copy attached)
3. Under the terms of the Declaration, the Declarant retained certain reserved development rights, among which included, but are not limited to:
 - a. the right to unilaterally include other lands within the Properties as defined in the Declaration and as set forth in Article II, Section 3(a);
 - b. the right of the Declarant, without approval of the Association, or the Membership, to dedicate easements and rights-of-way over the Common Properties in accordance with the terms of the Declaration as set forth in Article IV, Section 4(d);
 - c. the exemption of the Declarant under the provisions of Article VI of the Declaration exempting the Declarant of the obligation to obtain approval of the Association or any committee thereof with respect to construction alterations and additions to Eastwood to be made by the Declarant, noting that Declarant is not exempt from Orange County requirements for the PUD and subdivision regulations, all as set forth in Article VI, Section 11 of the Declaration.
4. Cavan Lane is a parcel of land owned by the Association and the applicant intends to access the parcel as a result of the following:
 - a. Cavan Lane was established by virtue of the plat of Lakeshore Park as set forth in Plat Book 35, Page 72, Public Records of Orange County Florida. (copy attached)
 - b. The terms set forth on the plat and language of the Lakeshore Park Dedication provides, inter alia, that Cavan Lane constitutes Common Area as referenced in the Declaration.
 - c. Common Properties is defined as a word of art in Article IV, Section 1 of the Declaration, which states that the "Common Properties are those areas of land shown on the separate plats for Eastwood, and intended to be devoted to the common use and enjoyment of the Owners of the Properties in accordance with the terms of" the Declaration.
 - d. Throughout the Declaration, the words Common Areas and Common Property are used interchangeably and, consequently, Cavan Lane constitutes Common Property

upon which Declarant has the right to dedicate an easement or right of way without the approval of the Association or the Membership as set forth in Article IV, Section 4(d) of the Declaration.

5. Benge Corp, one of the applicants, is the successor Declarant under the terms of the Declaration as a result of the following:
 - a. The Declarant identified in the Declaration is DRS, Limited, a Florida limited partnership.
 - b. Under Article I, Section 2(k) of the Declaration, the rights reserved to the Declarant inure to the benefit of its successors and assigns provided such rights are assigned by DRS Limited in a recorded instrument and such successor accepts the obligations of the Declarant.
 - c. The rights of Declarant were assigned to and the obligations were assumed by Benge Corp. in that certain Assignment and Assumption Agreement dated December 19, 1994 and recorded November 14, 2019 under Document Number 20190719471. (copy attached)
6. Under the terms of Article XI of the Declaration (as well as other provisions of the Declaration), the area designated for the golf course is identified as the Country Club and certain rights and benefits were granted thereby including, but not limited to:
 - a. the authority of the owner of the Country Club to exercise its sole discretion regarding the operational duties of the Country Club as set forth in Article XI of the Declaration,
 - b. the negation of any representation or warranty to any persons of any representation or warranty as to the continuing ownership or operation of the Country Club as set forth in Article XI of the Declaration.

Copies of the Declaration and all relevant documents are attached and are believed to be true, correct and complete for purposes of this letter.

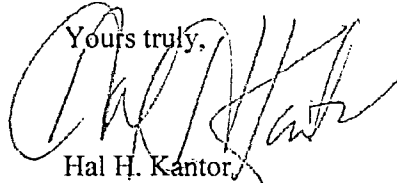
Conclusions:

1. Eastwood Golf Club, LLC is the owner of the golf course property which is to be benefited by the grant of easement over Cavan Lane.
2. Eastwood Golf Club, LLC is not obligated to continue the operations of the golf course

3. Bengo Corp. is the successor Declarant under the terms of the Declaration.
4. The Declarant has the right to dedicate easements and rights of way across the Common Property without consent of the Association or its membership.
5. Cavan Lane constitutes Common Property as defined in the Declaration.

Orange County may rely on the foregoing in processing the application as it relates to Bengo Corp. dedicating a grant of easement or right of way over Cavan Lane for the benefit of the land owned by Eastwood Golf Club, LLC for the reasons set forth above.

Yours truly,



Hal H. Kantor

HHK/lak
Enclosures

(k) "Declarant" shall mean DRS Limited, a Florida limited partnership, successor in interest to Deer Run South Land Joint Venture, a Florida joint venture pursuant to that certain Deer Run South Land Joint Venture Agreement dated July 26, 1985 by and between Amerifirst Development Corporation, a Florida corporation and Continental United Properties Florida, Inc., a Florida corporation (the "DRS Limited"), and its successors and assigns. Any rights specifically reserved to DRS Limited in any instrument of conveyance shall not inure to the benefit of its successors or assigns unless such rights are assigned by DRS Limited in a recorded instrument to such successor or assignee and such

successor or assignee accepts the obligations of Declarant. The Declarant may assign or pledge any or all of its rights reserved under the Land Use Documents upon a specific designation to such assignee in an instrument of conveyance or assignment. Reference to DRS Limited as the Declarant is not intended, and shall not be construed, to impose upon DRS Limited any obligation or liability for the acts or omissions of third parties who purchase Lots within EastWood from DRS Limited and develop and resell such Lots.

EASTWOOD

7. School Concurrency

a. OCPS Letter dated 6/4/20



6501 Magic Way · Building 200 · Orlando, Florida 32809 · (407) 317-3700 · www.ocps.net

**SCHOOL CAPACITY DETERMINATION
CAPACITY ENHANCEMENT APPROVAL LETTER - EXTENSION**

June 4, 2020

VIA E-MAIL: HAL.KANTOR@LOWNDES-LAW.COM

Hal Kantor
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, FL 32801

ACTION: RECOMMENDATION FOR APPROVAL for Application OC-19-060

| | | | |
|----------------------------------|--|-------|-------|
| Type of Development Application | <input type="checkbox"/> FLUM <input type="checkbox"/> Rezoning <input checked="" type="checkbox"/> Amendment or Extension | | |
| Development Application #: | CDR-19-06-188 | | |
| Project Name: | Eastwood PD | | |
| OCPS Completed Application Date: | August 23, 2019 | | |
| Parcel #(s): | 35-22-31-1993-00-007; -04-001; -05-000 | | |
| Requested New Units (#): | SF: 0 | MF: 0 | TH: 0 |
| Vested Unit(s): | SF: 304 | MF: 0 | TH: 0 |
| Total Project Units: | 304 | | |
| School Board District: | # 2 | | |

Upon review of the above-named application for School Capacity Determination, the Department of Facilities Planning of Orange County Public Schools finds the application is approved based on the addition of 0 new single-family residential units within the affected school zones. Orange County has determined that all 304 proposed single family units are vested from Capacity Enhancement as a result of an approved Land Use Plan dated July 29, 1993, and a subsequent zoning verification letter dated August 6, 2013.

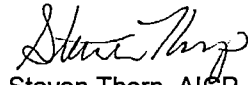
This determination expires on February 22, 2021. In the event this project does not obtain a local government approval by the expiration date, the applicant must resubmit the application and application fee to be reevaluated by OCPS. In addition, should the scope of the project change (e.g., modification of unit count and/or unit type), or if Orange County makes a new determination on the number of vested units, a new School Capacity Determination will be required.

The Applicant is required to submit for concurrency review and, if necessary, enter into a Concurrency Mitigation Agreement. Please submit school concurrency applications directly to Orange County Government.

This determination is governed by the First Amended and Restated Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency, the provisions of the municipality's adopted Comprehensive Plan, and the Orange County Charter.

Please contact me at (407) 317-3700 ext. 2022139 or e-mail me at steven.thorp@ocps.net with any questions.

Sincerely,



Steven Thorp, AICP
Sr. Administrator, Facilities Planning

VJ/st

CC: Sue Watson, Orange County (via e-mail)
Thomas Moore, OCPS (via e-mail)
Project File

EASTWOOD

8. Eastwood Builders Manual dated 6/1/93

EASTWOOD

PARTICIPATING BUILDER MANUAL

AND

NEW CONSTRUCTION COMMITTEE

POLICIES AND PROCEDURES

PREPARED FOR:

DRS LIMITED

**PREPARED:
JUNE 1, 1993**

EastWood

Dear Builder:

The New Construction Committee (N.C.C.) of EastWood has assembled this Builders Manual as a guideline for construction practices within EastWood and its various subdivisions. The purpose of the manual is to introduce builders to EastWood's N.C.C.'s evaluation process. This evaluation process extends not only to the builder and their subcontractor but to all new construction in EastWood as well.

The Builders Manual lists the N.C.C.'s policies and procedures for all new construction in EastWood. It is the contractor's responsibility to inform all subcontractors of the N.C.C. policies that affect them while working at EastWood. The building contractor, though, is ultimately responsible for the behavior of the subcontractors and the condition of their own job sites. These policies will help eliminate conflicts between builders as well as with the residents of EastWood.

The Design Procedures, Design Application and Instruction Sheet/Design Documents are similar in nature for all subdivisions, be it Custom, Executive or Single Family Traditional. These Design Procedures are necessary for N.C.C. records as well as for future reference in the approval of similar plans.

While the N.C.C. recognizes the need for flexibility in this Design Application process, all builders will complete the application as thoroughly as possible. There are certain requirements in the Design Application process that will not be exempt during the review process. These items are as follows: Letter of Application, Typical Plot Plan, Exterior Elevations and Lot Grading Plan. Any special circumstances that prevent the availability of this information must be given in writing to the N.C.C. at the time of application. All Design Applications should be mailed or delivered to DRS Limited, 12124 High Tech Avenue, Suite 300, Orlando, Florida 32817.

It is the intention of the N.C.C. to help all builders enjoy a successful and profitable building relationship while at EastWood. The policies and procedures that follow in the Builders Manual will help to achieve this goal.

Sincerely,

Steve Hammond
Development Manager

EASTWOOD

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SECTION 1
BUILDER CRITERIA

BUILDER CRITERIA

The success of EastWood rests with Participating Builders that have the ability, integrity and understanding to deliver the "promise" of an exceptional lifestyle.

The selection of firms to participate in the Builder program at EastWood will be limited to qualified Builders as determined by a selection process, beginning with the Participating Builder Application, which will be reviewed by the developer.

DRS Limited is committed to selecting firms through the application process which will support the "concept" and the architectural standard that has already been established. The evaluation of potential candidates will be based on the following:

1. Professional background and expertise.
2. Product design/impact/acceptance.
3. Quality construction.
4. Value (price in relation to quality).
5. Satisfied buyers.
6. Customer service program.
7. Financial/credit rating.

Enrollment in a home building warranty program (e.g., HOW) is mandatory.

SECTION 2
NEW CONSTRUCTION COMMITTEE
POLICIES

NEW CONSTRUCTION COMMITTEE POLICIES

POLICY STATEMENT

The New Construction Committee does not seek to restrict individual taste or preferences. In general, its aim is to avoid harsh contrasts in the landscape and architectural themes of EastWood, and to foster thoughtful design so that there is harmony between the residences and their neighbors. The NCC intends to be completely fair and objective in the design review process and maintain a sensitivity to the individual aspects of design.

LIMITATION OF RESPONSIBILITIES

The primary goal of the NCC is to review the applications, plans, specifications, materials, and samples submitted to determine if the proposed structure conforms in appearance and construction criteria with the standards and policy as set forth by the NCC. The NCC does not assume responsibility for the following:

- a. The structural adequacy, capacity or safety features of the proposed improvement or structure.
- b. Soil erosion, uncompactible or unstable soil conditions.
- c. Compliance with any or all building codes, safety requirements, governmental laws, regulations, or ordinances.
- d. Performance or quality of work of any contractor or sub-contractor.

TIME LIMITATIONS

After the initial and major review and approval by the NCC and all agencies, the Participating Builder must begin construction within ninety (90) days from the date of approval, or forfeit all approvals. In that event, a new application must be submitted and approval obtained before commencement of construction.

APPLICATION WITHDRAWAL

An application for withdrawal may be made without prejudice, provided the request for withdrawal is made in writing and filed with the NCC prior to the review and/or action on the application.

APPEAL

If an application has been denied, or the approval is subject to conditions which the Participating Builder feels are harsh, the Participating Builder may request a hearing before the full NCC to justify his position. After the hearing, the NCC will review their decision and notify the Participating Builder of their final decision within ten (10) days of the hearing.

VARIANCES

All variance requests shall be made in writing. Any variance granted shall be considered unique and will not set any precedent for future decisions.

CONSTRUCTION INSPECTIONS

Periodic inspections may be made by the NCC while construction is in progress to determine compliance with the approved design documents. The NCC is empowered to enforce its policy, as set forth in the Declaration and this Manual, by any action, including an action in a court of law, to insure compliance.

JOB SITE CONDITIONS

- a. All job sites will be kept in a neat and orderly condition.
- b. All construction traffic shall enter EastWood through designated entrances established by the developer from time to time.
- c. Construction hours are subject to rules and regulations as published by the NCC from time to time.
- d. All Builders are required to post and keep on record with the developer a 24 hour emergency phone number.
- e. All Builders are required to provide an adequate trash container or enclosure for homes under construction.
- f. No flags, banners, trailers, or signs will be permitted unless approved in writing by the developer.
- g. All Builders are required to provide controls for dust, noise level and soil erosion.
- h. Construction vehicles and contractor vehicles will be parked so as to allow other traffic to pass safely. Parking on sodded property is prohibited.

- i. Builders must ensure proper conduct of all personnel at construction site.
- j. As each parcel develops, increased traffic will compete with construction traffic and cooperation is essential; in avoiding potential confrontations.
- k. Construction hours are subject to rules and regulations as published by the NCC from time to time. The NCC prohibits loud or unreasonable construction noise except between 7:00 a.m. and 6:00 p.m. weekdays and 9:00 a.m. and 5:00 p.m. weekends. No playing of radios will be allowed. The NCC will support and enforce these hours.
- l. Keep street gutters clean. Reduce, where possible, the amount of fill accumulating in the right-of-way. Piles of fill must be covered in windy conditions.
- m. Builders are reminded that all construction must meet Orange County code. Notices of violations must be acted upon and corrections made in a reasonable period of time.

SECTION 3

DESIGN PROCEDURES

**CUSTOM, EXECUTIVE AND SINGLE-FAMILY
TRADITIONAL HOMES**

DESIGN PROCEDURES

CUSTOM, EXECUTIVE AND SINGLE-FAMILY TRADITIONAL HOMES

The following is an outline of the procedures for plan submissions for all new home construction in EastWood.

STEP ONE: DESIGN REVIEW

The Participating Builder must submit the Design Application and preliminary plans (two sets) consisting of the following and in conformance with the Instruction Sheet/Design Documents:

1. Letter of Application.
2. Typical Plot Plan.
3. Exterior Elevations (all sides) including color and materials.
4. Typical Landscaping Plan.
5. Mailbox Design to compliment exterior elevations.
6. Lot Grading Plan to comply with approved engineering.
7. Construction Deposit.

The NCC will review the application and Design Documents within thirty (30) days and return one set of plans to the Participating Builder with appropriate comments.

STEP TWO: SUBMISSION OF PLANS TO BUILDING DEPARTMENT

Following Step One, Participating Builder may submit approved plans to the Building Department, or other such agencies having jurisdiction for required permits. Any changes required by any agency must be approved by the NCC.

STEP THREE: CONSTRUCTION COMMENCEMENT

Upon receipt of approval by the NCC, all other agencies and building permits, the Builder can commence construction.

STEP FOUR: CO

Upon completion of construction, the following will be submitted to the NCC:

1. Certificates of Occupancy.
2. As Built - Site Plan - Certified by Builder's Engineer.

DESIGN DOCUMENT CHANGES

The Participating Builder must notify the NCC prior to making changes to the approved plans. A letter with applicable support data (as required) must be submitted to the NCC for the file. Any major deviations (as solely determined by the NCC) may require full NCC approval prior to commencement of changes.

PERIODIC INSPECTIONS

The NCC reserves the right to inspect construction in progress for conformance with approved design documents and applicants agree to cooperate fully with members of the NCC.

Any violations of this manual or any construction item not conforming to the approved plans will be considered a violation of the terms of the contract and any legal action necessary will be taken to correct the violation and, if necessary, legal action to terminate the contract.

SECTION 4

DESIGN APPLICATION

**CUSTOM, EXECUTIVE AND
SINGLE-FAMILY TRADITIONAL**

DESIGN APPLICATION

TO: _____

FROM: _____

BUYER: _____

LOT: _____ **BLOCK:** _____

ADDRESS: _____

DATE: _____

Check One

New Construction: Model _____

New Construction: Pre-Sale _____

New Construction: Speculative _____

This application is being submitted for:

Preliminary Review _____

Final Architectural Plan Review _____

Has floor plan been previously approved for another lot? _____

If yes, for which lot? _____ Is elevation style substantially different? _____

List Sq. Ft.

Air Conditioned Space (1st floor) _____

Air Conditioned Space (2nd floor) _____

Total Net Sq. Ft. _____

Covered Porches/Entries/Etc. _____

Garage _____

Other: _____

Total Gross Sq. Ft. _____

BUYER:

Name

Street

City State Zip

Phone

BUILDER:

Name

Street

City State Zip

Phone

ARCHITECT:

Name

Street

City State Zip

Phone

LANDSCAPE:

DESIGNER

Name

Street

City State Zip

Phone

ENGINEER:

Name

Street

City State Zip

Phone

GENERAL INFORMATION

Lot Dimensions: _____

Lot Sq. Ft.: _____ Stories: _____

Bedrooms: _____ Baths: _____

Finished Floor Elevations: _____

Height from Slab: _____

EXTERIOR FEATURES

COLOR/FINISH

DESCRIPTION

Driveway _____

Entry Walk _____

Stoop _____

Siding _____

Stone _____

Brick _____

Stucco _____

Shutters _____

Windows _____

Window Trim _____

Entry Door _____

Glass Sliding Doors _____

French Doors _____

Garage Door _____

| | | |
|------------------|-------|-------|
| Roofing | _____ | _____ |
| Facia | _____ | _____ |
| Soffit | _____ | _____ |
| Gutters | _____ | _____ |
| Chimney | _____ | _____ |
| Screening | _____ | _____ |
| Porch/Patio Deck | _____ | _____ |
| Pool Deck | _____ | _____ |
| Fencing/Walls | _____ | _____ |
| Planters | _____ | _____ |
| Post Lamp | _____ | _____ |

NOTE: Include color chips, materials, samples of color product photos, etc, with application.

The proceeding application is submitted for review by the New Construction Committee. Required design documents are attached.

Submitted by:

(Signature)

Title: _____

Firm: _____

Date: _____

****COMMITTEE USE****

Date Received: _____

The New Construction Committee has reviewed the foregoing application and rendered the following decision:

_____ Approved

_____ Approved with limiting conditions

_____ Denied

Comments (recommendations):

Limited Conditions (binding provisions):

Chairman/New Construction Committee

Date: _____

SECTION 5

INSTRUCTION SHEET/DESIGN DOCUMENTS

**CUSTOM, EXECUTIVE AND
SINGLE-FAMILY TRADITIONAL HOMES**

INSTRUCTION SHEET/DESIGN DOCUMENTS

CUSTOM, EXECUTIVE AND SINGLE-FAMILY TRADITIONAL HOMES

In order to provide a systematic and uniform review of the proposed construction, specific Design Documents are required.

PLOT PLAN

Scale 1/4"
Property lines
Setbacks, easements and right-of ways
Driveways, sidewalks, walkways, decorative walls
Culverts (if applicable)
Drainage Plan
Foundations outline
Pools, decks, patios, screen enclosures
Roadways (if applicable)
Existing grade/finished floor elevations
Mailbox locations

EXTERIOR ELEVATIONS

Scale 1/4" - 1'0" (front elevation mandatory at this scale)
All sides and rear allowable at 1/8" - 1'0" minimum scale
Doors, windows, fences, mechanical equipment

EXTERIOR COLORS/FINISHES/MATERIALS

Specifications
Manufacturers/models (if applicable)
Product samples/photos
Color chips (upon availability)

LANDSCAPE PLANS

Scale 1" = 20'
Topography
Drainage Patterns
Easements and right-of-ways
Driveways, sidewalks, walkways
Trees Survey - Existing trees (4" diameter and larger) to remain or be relocated
Plant Material - list and specifications and planting plan

Sod type
Irrigation system and details
Street trees
Exterior lighting

FINAL SURVEY

Lot corners
Dwelling corners
Driveways and driveway aprons
Sidewalks and walkways
Pools, decks, patios
Fences
Easements and right-of-ways
Elevations for ground floor, sidewalks, swales and driveway aprons

SECTION 6
KEY DESIGN GUIDELINES
CUSTOM HOMES
PARCEL 9 -- FAIRWAY POINTE

KEY DESIGN GUIDELINES

CUSTOM HOMES

The following list summarizes those design elements which the NCC requires, recommends and/or encourages:

1. Use of certified professionals qualified in the fields of planning, architecture, engineering and surveying.
2. Emphasis on the aesthetics of exterior architectural theme/detailing, landscape design and compatibility with surrounding residences.
3. Overall, high-grade, superior quality construction with the use of accents of natural materials, such as wood and brick.
4. Compliance with all deed restrictions as found in the Declaration of Covenants.
5. Landscaping of lots that meets or exceeds the minimum requirements in the Section on "Landscape and Irrigation", of the Design Standards and Criteria, with use of plant materials per the palette in that Section.
6. Minimum of two thousand three hundred (2,300) air-conditioned square feet. If a two-story unit is built, a maximum of 40% of the total air-conditioned square feet can be used for the second story.
7. Strict signage control; all must be approved by the NCC.
8. Construction of an approved mailbox/house number.
9. Requirement for each home to be pre-wired for two-way cable TV and telephone. No antennas are permitted.
10. Minimum of a 20' x 20' two-car garage.
11. The use of carports is prohibited.
12. Requirement for a minimum 4 to 12 inch roof pitch with cedar shakes, integral color cement tile, clay tile, asphalt fiberglass dimensional shingles, or other materials as approved by the NCC.

13. Conformance with required setbacks as defined by all governing bodies and the NCC, whichever is greater.
14. Bright colors (other than white) are prohibited as the dominant color, earth tones are preferred. All colors must be approved by the NCC.
15. Solar panels may be installed but only with prior NCC approval.
16. Location and details for fences, architectural walls or screen enclosures must conform to setback requirements and be approved by the NCC.
17. Garages must have garage doors except when used for Sales centers.

For specific details and additional information, the Participating Builders should refer to specific sections in this Design Manual under Design Criteria and Standards - Custom Homes.

SECTION 7
DESIGN CRITERIA AND STANDARDS
CUSTOM HOMES
PARCEL 9 -- FAIRWAY POINTE

DESIGN CRITERIA AND STANDARDS

CUSTOM HOMES

PARCEL 9 – FAIRWAY POINTE

The following requirements and guidelines were established and approved by the NCC in order to insure that all custom homes are planned, engineered and constructed in a consistent manner and within the overall theme of EastWood.

1. GRADING AND DRAINAGE

The Developer intends to provide rough grade lots for all Participating Builders. All buildings must be completed at a minimum finished first floor elevation as per Orange County Code and in accordance with the approved Lot/Block Grading Plan.

There is an approved Lot/Block Grading Plan for each parcel which must be reviewed and adhered to by every Participating Builder. Paved areas shall be designed so that surface waters shall be collected and dispersed at intervals in a manner that will not obstruct the movement of vehicular or pedestrian traffic and will not create puddles or ponding in paved or swale areas.

2. SIZE OF RESIDENCE AND SETBACK CRITERIA

The living area of each residence shall contain minimum air conditioned square footage of two thousand three hundred (2,300) feet, exclusive of garages, porches, patios and terraces. There shall be no less than twelve (12) feet between residences.

a. Each architectural design shall be considered on an individual basis, with specific emphasis on impact and harmony with surrounding homes and styles. The overall intent is to maintain a feeling of open green space between units and throughout the community.

b. Minimum setbacks:

| | | |
|-------------|---|------------|
| Front Yard | - | 20' |
| Golf Course | - | 25' (rear) |
| Rear Yard | - | 15' |
| Side Yard | - | 6' |
| Lakeside | - | 15' (rear) |

c. Maximum Roof Overhang: 24"

d. Minimum Roof Overhang: 6"

- e. Minimum Roof Pitch: 4" to 12"
- f. Maximum Building Height: 35' to highest point of house
- g. Minimum Driveway Width: 16'

3. ELEVATIONS

Custom homes within EastWood should be designed for contemporary living in a country setting. Natural flowing streets, trees, and flowers will blend with residences of this design.

Fairway Pointe's architectural theme and ambiance sensitively blends such natural materials as wood, brick and stucco with touches of metal work and fine sculptured walls. Accents of durable woods and ceramic will also harmonize in good taste.

- a. All elevation treatments shall follow the common architectural design of the residence as nearly as possible.
- b. Builders must insure that elevations that are similar in appearance must be at least six (6) lots apart on the same street, and cannot be across from one another on a cul-de-sac.
- c. Elevation approval shall consist of review of front, side and rear elevations.

4. EXTERIOR MATERIALS, COLORS AND FINISHES

- a. Exterior artificial, simulated or imitation materials shall not be permitted without the approval of the NCC.
- b. The use of the following items are appropriate:
 - 1. Stucco.
 - 2. Masonry - brick, ceramic.
 - 3. Metals - factory finished in durable anodized or baked-on enamel, wrought iron, brass or copper.
 - 4. Wood - timbers, boards, tongue and groove, wood siding, rough sawn lumber, wood shingles and shakes.
- c. Exterior colors that, in the opinion of the NCC, would be inharmonious, discordant and/or incongruous to EastWood shall not be permitted. Bright

colors (other than white) as the dominant colors are prohibited. Earth tones are preferred.

- d. The NCC shall have final approval of all exterior color plans and each Participating Builder must submit to the NCC, prior to initial construction and development on any lot, a color plan showing color of the roof, exterior walls, trims, etc. If a color board is not available at this time, the minimum requirement is an additional submission within thirty (30) days after permitting. The NCC shall consider the extent to which the color plan conforms with the natural scheme of EastWood.
- e. Milled timbers, board, wood siding and peeled logs shall receive paint or stain, but application of glossy finishes, such as varnish or high sheen enamels, should not be used.
- f. Non-reflective finishes shall be used on exterior surfaces with the exception of hardware items.

5. ROOFS

- a. There shall be no less than two (2) ridge elevations. Mansard roofs are prohibited.
- b. All roof stacks, flashing and metal chimney caps shall be painted to match the approved roof colors. Roof stacks and plumbing vents shall be placed on rear slopes of the roofs where possible.
- c. Roof tiles shall be clay tile or pre-colored concrete tile, or cedar or wood shakes. Asphalt-Fiberglass dimensional shingle, 220 pounds or greater with Class A fire rating may be used. Gravel or tar roof sections must not be visible from ground levels.
- d. Roof colors shall be an integral part of the exterior color scheme of the building.
- e. Solar water heating panels shall be reviewed on an individual basis and, if approved by the NCC, must follow the "Solar Guidelines" in Section 15 of these Design Criteria and Standards.

6. TWO STORY BUILDING RESTRICTIONS

- a. A two story residence can have a maximum of 40% of the total square feet of air-conditioned space on the second level.

- b. A two story residence cannot exceed thirty-five (35) feet in height, as measured from first floor line to ridge line.

7. WINDOWS, DOORS, SCREENED PORCHES AND PATIOS

- a. High gloss, mirror finish, or bright plated metal shall not be permitted on exterior doors, windows, window screens, louvers, or exterior trim and structural members.
- b. All screen enclosures shall be constructed utilizing anodized or electrostatically painted aluminum framing.
- c. The use of reflective mirror finishes on windows is prohibited.

8. GARAGES, DRIVEWAYS, WALKWAYS AND EXTERIOR LIGHTING

- a. All buildings shall have a minimum of a two car garage. Carports are not permitted. All garages shall be a minimum of twenty (20) feet by twenty (20) feet. Minimum driveway width is sixteen (16) feet.
- b. No curb side parking areas may be created by extending any portion of the street pavement.
- c. All proposed exterior lighting shall be detailed on the final plans. No exterior lighting shall be permitted which in the opinion of the NCC, would create a nuisance to the adjoining property owners.
- d. Broom finished concrete, patterned concrete, bominite, chattahoochee, or other stone finishes are encouraged. The use of asphalt is not permitted.

9. AWNINGS, SHUTTERS, FENCES AND WALLS

- a. Awnings, canopies, and shutters shall not be permitted or affixed to the exterior of the residence without prior approval of the NCC.
- b. Fences shall be six (6) feet in height, must be wood or brick with masonry columns to match home construction and be approved by the NCC prior to installation. On a corner lot, the fence must be at least fifteen (15) feet from ROW. No fences on lakes or golf course. Fences located in rear lot area on golf course or lakes are prohibited.
- c. Water softeners, trash containers, sprinkler controls and other similar utilitarian devices are to be fenced or walled provided they do not extend into the setback and they are properly screened from view in a manner approved by

the NCC.

- d. Chain link or metal fencing is not allowed.
- e. Setbacks allowed for fencing - see following exhibits for examples.

10. FENCING

- a. Privacy fencing is permitted with NCC approval and shall be installed in accordance with Exhibits 16 and 17 in the Landscape guidelines (Section 12).
- b. Chain link fencing shall not be permitted.
- c. All fencing shall be installed with finished side out and painted/stained according to NCC guidelines.

11. AIR CONDITIONERS, GARBAGE AND TRASH CONTAINERS

- a. All air conditioning units shall be shielded and hidden by a landscape or architectural screen so that they shall not be visible from any street or adjacent property.
- b. Window and/or wall air conditioning units shall not be permitted.
- c. All garbage and trash containers shall be placed in an enclosed or landscape area as approved by the NCC.

12. SIGNS, ANTENNAS AND FLAGPOLES

- a. Outside antennas or satellite dishes of any type or size will not be permitted.
- b. A flagpole for display of the American Flag only shall be permitted, subject to NCC approval of placement and design. No flagpole shall be used as an antenna.
- c. All signs, billboards and advertising structures are prohibited on any lot except with the written permission of the NCC. The NCC shall determine size, color, content and location of any sign. No sign shall be nailed or attached to a tree.

13. SWIMMING POOLS, TENNIS COURTS, ACCESSORY STRUCTURES, PLAY EQUIPMENT AND DECORATIVE OBJECTS

- a. Above-ground swimming pools shall not be permitted. Swimming pools shall

not be permitted on the street side of the residence and if on a corner lot must be screened from the street. Pool screening and decks must be within the habitable building set-back and be approved by the NCC.

- b. Accessory structures, such as playhouse, tool sheds or dog houses, may be permitted but must be attached to and conform to the residence design and must receive specific written approval of the NCC before installation.
- c. All playground equipment shall be placed to the rear of the residence and only with the approval of the NCC. No playground equipment is allowed on golf course lots.
- d. Decorative objects such as sculptures, fountains and the like shall not be placed or installed on the street side of any lot without approval of the NCC.
- e. No clotheslines allowed.
- f. Tennis courts are not permitted.

14. CABLE T.V./TELEPHONE

Every home must be pre-wired for two-way cable T.V. and telephone.

15. SOLAR GUIDELINES

Solar Collectors

Each request to the NCC for solar collectors will be considered on its own merit because of differing styles of architecture and land use and because of new developments in solar technology which may result in new collector designs and size requirements.

The most acceptable installation, architecturally, is one that is installed at the same pitch as the roof and is rear-facing. The solar panels must be the same color as the roof or as near as possible.

SECTION 8
KEY DESIGN GUIDELINES
EXECUTIVE HOMES
PARCEL 2B -- INGLENOOK

KEY DESIGN GUIDELINES

EXECUTIVE HOMES

The following list summarizes those design elements which the NCC requires, recommends and/or encourages:

1. Use of certified professionals qualified in the fields of planning, architecture, engineering and surveying.
2. Emphasis on the aesthetics of exterior architectural theme/detailing, landscape design and compatibility with surrounding residences.
3. Overall, high-grade, superior quality construction with the use of accents of natural materials, such as wood and brick.
4. Compliance with all deed restrictions as found in the Declaration of Covenants.
5. Landscaping of lots that meets or exceeds the minimum requirements in the Section on "Landscape and Irrigation", of the Design Standards and Criteria, with use of plant materials per the palette in that Section.
6. Minimum of two thousand (2,000) air-conditioned square feet. If a two story unit is built, a maximum of 40% of the total air-conditioned square feet can be used for the second story.
7. Strict signage control; all must be approved by the NCC.
8. Construction of an approved mailbox/house numbers.
9. Requirement for each home to be pre-wired for two-way cable T.V. and telephone. No antennas are permitted.
10. Minimum of a 20' x 20' two-car garage.
11. The use of carports is prohibited.
12. Requirement for a minimum 4 to 12 inch roof pitch with cedar shakes, integral color cement tile, clay tile, asphalt fiberglass dimensional shingles or other materials as approved by the NCC.
13. Conformance with required setbacks as defined by all governing bodies and the NCC whichever is greater.

14. Bright colors (other than white) are prohibited as the dominant color, earth tones are preferred. All colors must be approved by the NCC.
15. Solar panels may be installed but only with prior NCC approval.
16. Location and details for fences, architectural walls or screen enclosures must conform to setback requirements and be approved by the NCC.
17. Garages must have garage doors except when used for Sales centers.

For specific details and additional information, the Participating Builders should refer to specific sections in this Design Manual under Design Criteria and Standards - Executive Homes.

SECTION 9
DESIGN CRITERIA AND STANDARDS
EXECUTIVE HOMES
PARCEL 2B -- INGLENOOK

DESIGN CRITERIA AND STANDARDS

EXECUTIVE HOMES

PARCEL 2B -- INGLENOOK

The following requirements and guidelines were established and approved by the NCC in order to insure that all executive homes are planned, engineered and constructed in a consistent manner and within the overall theme of EastWood.

1. GRADING AND DRAINAGE

The Developer intends to provide rough grade lots for all Participating Builders. All buildings must be completed at a minimum finished first floor elevation as per Orange County Code and in accordance with the approved Lot/Block Grading Plan.

There is an approved Lot/Block Grading Plan for each parcel which must be reviewed and adhered to by every Participating Builder. Paved areas shall be designed so that surface waters shall be collected and dispersed at intervals in a manner that will not obstruct the movement of vehicular or pedestrian traffic and will not create puddles or ponding in paved or swale areas.

2. SIZE OF RESIDENCE AND SETBACK CRITERIA

The living area of each residence shall contain minimum air conditioned square footage of two thousand (2,000) feet, exclusive of garages, porches, patios and terraces. There shall be no less than twelve (12) feet between residences.

a. Each architectural design shall be considered on an individual basis, with specific emphasis on impact and harmony with surrounding homes and styles. The overall intent is to maintain a feeling of open green space between units and throughout the community.

b. Minimum setbacks:

| | | |
|------------|---|------------|
| Front Yard | - | 20' |
| Rear Yard | - | 15' |
| Side Yard | - | 6' |
| Lakeside | - | 15' (rear) |

LOTS #157-162, #175-177, #183-195

ALL HAVE A REAR SETBACK OF 25' PER P.D.

c. Maximum Roof Overhang: 24"

- d. Minimum Roof Overhang: 6"
- e. Minimum Roof Pitch: 4" to 12"
- f. Maximum Building Height: 35' to highest point of house
- g. Minimum Driveway Width: 16'

3. ELEVATIONS

Executive homes within EastWood should be designed for contemporary living in a country setting. Natural flowing streets, trees, and flowers will blend with residences of this design.

The Villages architectural theme and ambiance sensitively blends such natural materials as wood, brick and stucco with touches of metal work and fine sculptured walls. Accents of durable woods and ceramic will also harmonize in good taste.

- a. All elevation treatments shall follow the common architectural design of the residence as nearly as possible.
- b. Builders must insure that elevations that are similar in appearance must be at least six (6) lots apart on the same street, and cannot be across from one another on a cul-de-sac.
- c. Elevation approval shall consist of review of front, side and rear elevations.

4. EXTERIOR MATERIALS, COLORS AND FINISHES

- a. Exterior artificial, simulated or imitation materials shall not be permitted without the approval of the NCC.
- b. The use of the following items are appropriate:
 - 1. Stucco.
 - 2. Masonry - brick, ceramic.
 - 3. Metals - factory finished in durable anodized or baked-on enamel, wrought iron, brass or copper.
 - 4. Wood - timbers, boards, tongue and groove, wood siding, rough sawn lumber, wood shingles and shakes.

- c. Exterior colors that, in the opinion of the NCC, would be inharmonious, discordant and/or incongruous to EastWood shall not be permitted. Bright colors (other than white) as the dominant colors are prohibited. Earth tones are preferred.
- d. The NCC shall have final approval of all exterior color plans and each Participating Builder must submit to the NCC, prior to initial construction and development on any lot, a color plan showing color of the roof, exterior walls, trims, etc. If a color board is not available at this time, the minimum requirement is an additional submission within thirty (30) days after permitting. The NCC shall consider the extent to which the color plan conforms with the natural scheme of EastWood.
- e. Milled timbers, board, wood siding and peeled logs shall receive paint or stain, but application of glossy finishes, such as varnish or high sheen enamels, should not be used.
- f. Non-reflective finishes shall be used on exterior surfaces with the exception of hardware items.

5. ROOFS

- a. There shall be no less than two (2) ridge elevations. Mansard roofs are prohibited.
- b. All roof stacks, flashing and metal chimney caps shall be painted to match the approved roof colors. Roof stacks and plumbing vents shall be placed on rear slopes of the roofs where possible.
- c. Roof tiles shall be clay tile or pre-colored concrete tile, or cedar or wood shakes. Asphalt-Fiberglass dimensional shingle, 220 pounds or greater with Class A fire rating may be used. Gravel or tar roof sections must not be visible from ground levels.
- d. Roof colors shall be an integral part of the exterior color scheme of the building.
- e. Solar water heating panels shall be reviewed on an individual basis and, if approved by the NCC, must follow the "Solar Guidelines" in Section 15 of these Design Criteria and Standards.

6. TWO STORY BUILDING RESTRICTIONS

- a. A two story residence can have a maximum of 40% of the total square feet of

air-conditioned space on the second level.

- b. A two story residence cannot exceed thirty-five (35) feet in height, as measured from first floor line to ridge line.

7. WINDOWS, DOORS, SCREENED PORCHES AND PATIOS

- a. High gloss, mirror finish, or bright plated metal shall not be permitted on exterior doors, windows, window screens, louvers, or exterior trim and structural members.
- b. All screen enclosures shall be constructed utilizing anodized or electrostatically painted aluminum framing.
- c. The use of reflective mirror finishes on windows is prohibited.

8. GARAGES, DRIVEWAYS, WALKWAYS AND EXTERIOR LIGHTING

- a. All buildings shall have a minimum of a two car garage. Carports are not permitted. All garages shall be a minimum of twenty (20) feet by twenty (20) feet. Minimum driveway width is sixteen (16) feet.
- b. No curb side parking areas may be created by extending any portion of the street pavement.
- c. All proposed exterior lighting shall be detailed on the final plans. No exterior lighting shall be permitted which in the opinion of the NCC, would create a nuisance to the adjoining property owners.
- d. Broom finished concrete, patterned concrete, bominite, chattahoochee, or other stone finishes are encouraged. The use of asphalt is not permitted.

9. AWNINGS, SHUTTERS, FENCES AND WALLS

- a. Awnings, canopies, and shutters shall not be permitted or affixed to the exterior of the residence without prior approval of the NCC.
- b. Fences shall be six (6) feet in height, must be wood and be approved by the NCC prior to installation. On a corner lot, the fence must be at least fifteen (15) feet from ROW. No fences on lakes or golf course. Fences located in rear lot area on golf course or lakes are prohibited.
- c. Water softeners, trash containers, sprinkler controls and other similar utilitarian devices are to be fenced or walled provided they do not extend into

the setback and they are properly screened from view in a manner approved by the NCC.

- d. Chain link or metal fencing is not allowed.
- e. Setbacks allowed for fencing - see following exhibits for examples.

10. FENCING

- a. Privacy fencing is permitted and shall be installed in accordance with Exhibits 16 and 17 in the Landscape guidelines (section 12).
- b. Chain link fencing shall not be permitted.
- c. All fencing shall be installed with finished side out and painted/stained according to NCC guidelines.

11. AIR CONDITIONERS, GARBAGE AND TRASH CONTAINERS

- a. All air conditioning units shall be shielded and hidden by a landscape or architectural screen so that they shall not be visible from any street or adjacent property.
- b. Window and/or wall air conditioning units shall not be permitted.
- c. All garbage and trash containers shall be placed in an enclosed or landscape area as approved by the NCC.

12. SIGNS, ANTENNAS AND FLAGPOLES

- a. Outside antennas or satellite dishes of any type or size will not be permitted.
- b. A flagpole for display of the American Flag only shall be permitted, subject to NCC approval of placement and design. No flagpole shall be used as an antenna.
- c. All signs, billboards and advertising structures are prohibited on any lot except with the written permission of the NCC. The NCC shall determine size, color, content and location of any sign. No sign shall be nailed or attached to a tree.

13. SWIMMING POOLS, TENNIS COURTS, ACCESSORY STRUCTURES, PLAY EQUIPMENT AND DECORATIVE OBJECTS

- a. Above-ground swimming pools shall not be permitted. Swimming pools shall not be permitted on the streetside of the residence and if on a corner lot must be screened from the street. Pool screening and decks must be within the habitable building set-back and be approved by the NCC.
- b. Accessory structures, such as playhouse, tool sheds or dog houses, may be permitted but must be attached to and conform to the residence design and must receive specific written approval of the NCC before installation.
- c. All playground equipment, (wood only, no metal) shall be placed to the rear of the residence and only with the approval of the NCC. No playground equipment is allowed on golf course lots.
- d. Decorative objects such as sculptures, fountains and the like shall not be placed or installed on the street side of any lot without approval of the NCC.
- e. No clotheslines allowed.
- f. Tennis courts are not permitted.

14. CABLE T.V./TELEPHONE

Every home must be pre-wired for two-way cable T.V. and telephone.

15. SOLAR GUIDELINES

Solar Collectors

Each request to the NCC for solar collectors will be considered on its own merit because of differing styles of architecture and land use and because of new developments in solar technology which may result in new collector designs and size requirements.

The most acceptable installation, architecturally, is one that is installed at the same pitch as the roof and is rear-facing. The solar panels must be the same color as the roof or as near as possible.

SECTION 10

KEY DESIGN GUIDELINES

SINGLE-FAMILY TRADITIONAL

PARCEL 2A -- GREENBRIAR

PARCEL 2C -- CEDARCHASE

KEY DESIGN GUIDELINES
SINGLE-FAMILY TRADITIONAL HOMES

The following list summarizes those design elements which the NCC requires, recommends and/or encourages:

1. Use of certified professionals qualified in the fields of planning, architecture, engineering and surveying.
2. Emphasis on the aesthetics of exterior architectural theme/detailing, landscape design and compatibility with surrounding residences.
3. Overall, high-grade, superior quality construction with the use of accents of natural materials, such as wood and brick.
4. Compliance with all deed restrictions as found in the Declaration of Covenants.
5. Landscaping of lots that meets or exceeds the minimum requirements in the Section on "Landscape and Irrigation", of the Design Standards and Criteria, with the use of plant materials per the palette under that Section.
6. Minimum of one thousand two hundred (1,200) air-conditioned square feet. If a two story unit is built, a maximum of 40% of the total air-conditioned square feet can be used for the second story.
7. Strict signage control; all must be approved by the NCC.
8. Construction of an approved mailbox/house numbers.
9. Requirement for each home to be pre-wired for two-way cable T.V. and telephone. No antennas are permitted.
10. Minimum of a 20' x 20' two-car garage.
11. The use of carports is prohibited.
12. Requirement for a minimum 4 to 12 inch roof pitch with cedar shakes, integral color cement tile, clay tile, asphalt fiberglass dimensional shingles or other materials as approved by the NCC.
13. Conformance with required setbacks as defined by all governing bodies and the NCC whichever is greater.

14. Bright colors (other than white) are prohibited as the dominant color, earth tones are preferred. All colors must be approved by the NCC.
15. Solar panels may be installed but only with prior NCC approval.
16. Location and details for fences, architectural walls or screen enclosures must conform to setback requirements and be approved by the NCC.
17. Garages must have garage doors except when used for Sales centers.

For specific details and additional information, the Participating Builders should refer to specific sections in this Design Manual under Design Criteria and Standards - Single-Family Traditional Homes

SECTION 11

DESIGN CRITERIA AND STANDARDS

SINGLE-FAMILY TRADITIONAL

PARCEL 2A -- GREENBRIAR

PARCEL 2C -- CEDARCHASE

DESIGN CRITERIA AND STANDARDS

SINGLE-FAMILY TRADITIONAL

VILLAGES AT EASTWOOD – 2A & 2C

The following requirements and guidelines were established and approved by the NCC in order to insure that all single-family traditional homes are planned, engineered and constructed in a consistent manner and within the overall theme of EastWood.

1. GRADING AND DRAINAGE

The Developer intends to provide rough grade lots for all Participating Builders. All buildings must be completed at a minimum finished first floor elevation as per Orange County Code and in accordance with the approved Lot/Block Grading Plan.

There is an approved lot/block grading plan for each parcel which must be reviewed and adhered to by every Participating Builder. Paved areas shall be designed so that surface waters shall be collected and dispersed at intervals in a manner that will not obstruct the movement of vehicular or pedestrian traffic and will not create puddles or ponding in paved or swale areas.

2. SIZE OF RESIDENCE AND SETBACK CRITERIA

The living area of each residence shall contain a minimum of one thousand two hundred (1,200) air-conditioned square feet exclusive of garages, porches, patios and terraces. There shall be no less than ten (10 feet between residences.

- a. All buildings shall have a finished floor elevation as established by Orange County Code.
- b. Each architectural design shall be considered on an individual basis, with specific emphasis on impact and harmony with surrounding homes and styles. The overall intent is to maintain a feeling of open green space between units and throughout the community.
- c. Minimum setback:

| | | |
|------------------|------------|----------------|
| <u>PARCEL 2A</u> | Front Yard | 20' |
| | Rear Yard | 15' |
| | Side Yard | 10' (one side) |
| | Lakeside | 15' (rear) |
| <u>PARCEL 2C</u> | Front Yard | 20' |
| | Rear Yard | 15' |

Side Yard 6'
Lakeside 15' (rear)

- d. Maximum Roof Overhang: 24"
- e. Minimum Roof Overhang: 6"
- f. Minimum Roof Pitch: 4" to 12"
- g. Maximum Building Height: 35' to highest point of house.
- h. Minimum Driveway Width: 16'

3. ELEVATIONS

Single-family traditional homes within EastWood should be designed for contemporary living in a county setting. Natural flowing streets, trees, and flowers will blend with residences of this design.

The community architectural theme and ambiance sensitively blends such natural materials as wood, brick and stucco with touches of metal work and fine sculptured walls. Accents of durable woods and ceramic will also harmonize in good taste.

- a. All elevation treatments shall follow the common architectural design of the residence as nearly as possible.
- b. Builders must insure that elevations that are similar in appearance must be at least six (6) lots apart on the same street and cannot be across from one another on a cul-de-sac.
- c. Elevation approval shall consist of review of front, side and rear elevations.

4. EXTERIOR MATERIALS, COLORS AND FINISHES

- a. Exterior artificial, simulated or imitation materials shall not be permitted without the approval of the NCC.
- b. The use of the following items are appropriate:
 - 1. Stucco
 - 2. Masonry - brick, ceramic

3. Metal - factory finished in durable anodized or baked-on enamel, wrought iron, brass or copper.
 4. Wood - timbers, boards, tongue and groove, wood siding, rough sawn lumber, wood shingles and shakes.
- c. Exterior colors that, in the opinion of the NCC, would be inharmonious, discordant and/or incongruous to EastWood shall not be permitted. Bright colors (other than white) as the dominant colors are prohibited. Earth tones are preferred.
 - d. The NCC shall have final approval of all exterior color plans and each Participating Builder must submit to the NCC, prior to initial construction and development on any lot, a color plan showing color of the roof, exterior walls, trims, etc. If a color board is not available at this time, the minimum requirement is an additional submission within 30 days after permitting. The NCC shall consider the extent to which the color plan conforms with the natural scheme of EastWood.
 - e. Milled timbers, board, wood siding and peeled logs shall receive paint or stain, but application of glossy finished, such as varnish or high sheen enamels, should not be used.
 - f. Non-reflective finishes shall be used on exterior surfaces with the exception of hardware items.

5. ROOFS

- a. There shall be no less than two (2) ridge elevations. Mansard roofs are prohibited.
- b. All roof stacks, flashings and metal chimney caps shall be painted to match the approved roof colors. Roof stacks and plumbing vents shall be placed on rear slopes of the roofs where possible.
- c. Roof materials shall be clay tile or pre-colored concrete tile, or cedar or wood shakes. Asphalt fiberglass dimensional shingle, 220 lb. or greater with Class A fire rating may be used. Gravel or tar roof sections must not be visible from ground levels.
- d. Roof colors shall be an integral part of the exterior color scheme of the building.

- e. Solar water heating panels shall be reviewed on an individual basis and, if approved by the NCC, must follow the "Solar Guidelines" in Section 13 of these Design Standards and Criteria.

6. WINDOWS, DOORS, SCREENED PORCHES AND PATIOS

- a. High gloss, mirror finish or bright plated metal shall not be permitted on exterior doors, windows, window screens, louvers, or exterior trim and structural members.
- b. All screen enclosures shall be constructed utilizing anodized or electrostatically painted aluminum framing.
- c. The use of reflective mirror finishes on windows is prohibited.

7. GARAGES, DRIVEWAYS, WALKWAYS AND EXTERIOR LIGHTING

- a. Carports are not permitted. All garages shall be a minimum of ten feet (10) by twenty feet (20). Minimum driveway width is sixteen feet (16).
- b. No curb side parking areas may be created by extending any portion of the street pavement.
- c. Proposed exterior lighting shall be detailed on the final plans. No exterior lighting shall be permitted which in the opinion of the NCC, would create a nuisance to the adjoining property owners.

8. AWNINGS, SHUTTERS, FENCES AND WALLS

- a. Awnings, canopies, and shutters shall not be permitted or affixed to the exterior of the residence without prior approval of the NCC.
- b. Fences shall be six (6) feet in height, must be wood and approved by the NCC prior to installation. Fences must be installed finished side out.
- c. Water softeners, trash containers, sprinkler controls and other similar utilitarian devices are permitted to be fenced or walled provided they do not extend into the setback and they are properly screened from view in a manner approved by the NCC.
- d. Chain link or metal fencing is not allowed.

9. FENCING

- a. Privacy fencing is permitted and shall be installed in accordance with Exhibits 16 and 17 in the Landscape guidelines (section 12).
- b. Chain link fencing shall not be permitted.
- c. All fencing shall be installed with finished side out and painted/stained according to NCC guidelines.

10. AIR CONDITIONERS, GARBAGE AND TRASH CONTAINERS

- a. All air conditioning units shall be shielded and hidden so that they shall not be visible from any street or adjacent property.
- b. Window and/or wall air conditioning units shall not be permitted.
- c. All garbage and trash containers shall be placed in an enclosed or landscaped area as approved by the NCC.

11. MAILBOXES, SIGNS, ANTENNAS AND FLAGPOLES

- a. Outside antennas or satellite dishes of any type or size will not be permitted.
- b. A flagpole (for display of the American Flag only) shall be permitted, subject to NCC approval of placement and design. No flagpole shall be used as an antenna.
- c. All signs, billboards, and advertising structures are prohibited on any lot except with the written permission of the NCC. The NCC shall determine size, color, content and location of any sign. No sign shall be nailed or attached to a tree.
- d. Mailboxes must be constructed in accordance with U.S. Postal Regulations. Box location to be submitted and approved by NCC.

12. SWIMMING POOLS, TENNIS COURTS, ACCESSORY STRUCTURES, PLAY EQUIPMENT, AND DECORATIVE OBJECTS

- a. Above ground swimming pools shall not be permitted. Swimming pools shall not be permitted on the street side of the residence and if on a corner lot must be screened from the street. Pool screening and decks must be within the habitable building set-back and be approved by the NCC.

- b. Accessory structures, such as playhouses, tool sheds or doghouses may be permitted, but must be attached to and conform with the residence design and must receive specific written approval of the NCC before installation.
- c. All playground equipment shall be placed to the rear of the residence and only with the approval of the NCC. No playground equipment is allowed on golf course lots.
- d. Decorative objects such as sculpture, fountains, and the like shall not be placed or installed on the street side of any lot without approval of the NCC.
- e. Clotheslines shall be hidden from view.
- f. Tennis courts are not permitted.

13. CABLE T.V./TELEPHONE

Every home must be pre-wired for two-way Cable T.V. and telephone.

14. SOLAR GUIDELINES

Solar Collectors

Each request to the NCC for solar collectors will be considered on its own merit because of differing styles of architecture and land use and because of new developments in solar technology which may result in new collector designs and size requirements.

SECTION 12

DESIGN CRITERIA AND STANDARDS

FOR LANDSCAPING

CUSTOM, EXECUTIVE AND

SINGLE-FAMILY TRADITIONAL

LANDSCAPE

a. Design Guidelines

It is the purpose of this section to establish certain requirements and regulations that shall ensure a minimum standard for functional and aesthetic landscape treatment for EastWood. This proposed treatment of the landscape is composed of living and non-living elements which, properly and effectively combined, will greatly enhance the total man-made and natural environment.

It is recognized that, among the benefits, the use of these landscape elements can most effectively provide shade and cooling, aid in channeling traffic, control and modulate views and, at the same time, contribute to air purification, oxygen regeneration, noise absorption, glare reduction, wind and heat abatement, and increased water absorption into the soil due to the reduction of water run-off. The following exhibits illustrate the requirements for plantings and placement.

b. Typical Builder Lots Planting Budgets

Minimum Requirements: (See Exhibits 10, 11 and 12)

| | | |
|----|---|----------------|
| 1. | Type A Custom Home (\$4,000) | |
| a. | 2 65-gal. Street Trees @ \$300 each | \$ 600 |
| b. | 3 65-gal. Shade Trees @ \$300 each | \$ 900 |
| c. | 5 30-gal. Small Trees @ \$150 each or 10 15-gal. Pines @ \$75 each | \$ 750 |
| d. | 110 Shrubs @ \$8 each | \$ 880 |
| e. | 3 Accent Shrubs @ \$25 each | \$ 75 |
| f. | 195 Groundcover Plants @ \$4 each | \$ 780 |
| | | <u>\$3,985</u> |
| 2. | Type B Executive Home (\$3,000) | |
| a. | 2 65-gal. Street Trees @ \$300 each | \$ 600 |
| b. | 3 30-gal. Shade Trees @ \$150 each | \$ 450 |
| c. | 4 30-gal. Small Trees @ \$150 each or 8 15-gal. Pines @ \$75 each | \$ 600 |
| d. | 90 Shrubs @ \$8 each | \$ 720 |
| e. | 3 Accent Shrubs @ \$25 each | \$ 75 |
| f. | 140 Groundcover Plants @ \$4 each | \$ 560 |
| | | <u>\$3,005</u> |

| | | |
|----|---|---------------|
| 3. | Type C Single Family Home (\$1,500) | |
| a. | 1 65-gal. Street Trees at \$300 each | \$ 300 |
| b. | 2 30-gal. Shade Trees @ \$150 each | \$ 300 |
| c. | 2 15-gal. Small Trees @ \$75 each or 2 15-gal. Pines @ \$75 each | \$ 150 |
| d. | 45 Shrubs @ \$8 each | \$ 360 |
| e. | 3 Accent Shrubs @ \$25 each | \$ 75 |
| f. | 80 Groundcover Plants @ \$4 each | <u>\$ 320</u> |
| | | \$1,505 |

Note: Street trees are to be spaced at 50 ft. on center throughout the avenue; therefore, some lots will require one street tree. An additional shade tree will be required at \$300 each as a substitution.

c. Typical Rear Yard Screening for Lake and/or Golf Course Lots (see Exhibit 15)

Additional landscape shall be installed on golf course and/or lakefront lots to provide privacy and to soften views of the homes from public areas. These tree plantings are in addition to the typical Builder Lot Planting Budgets and are outlined for each lot type below.

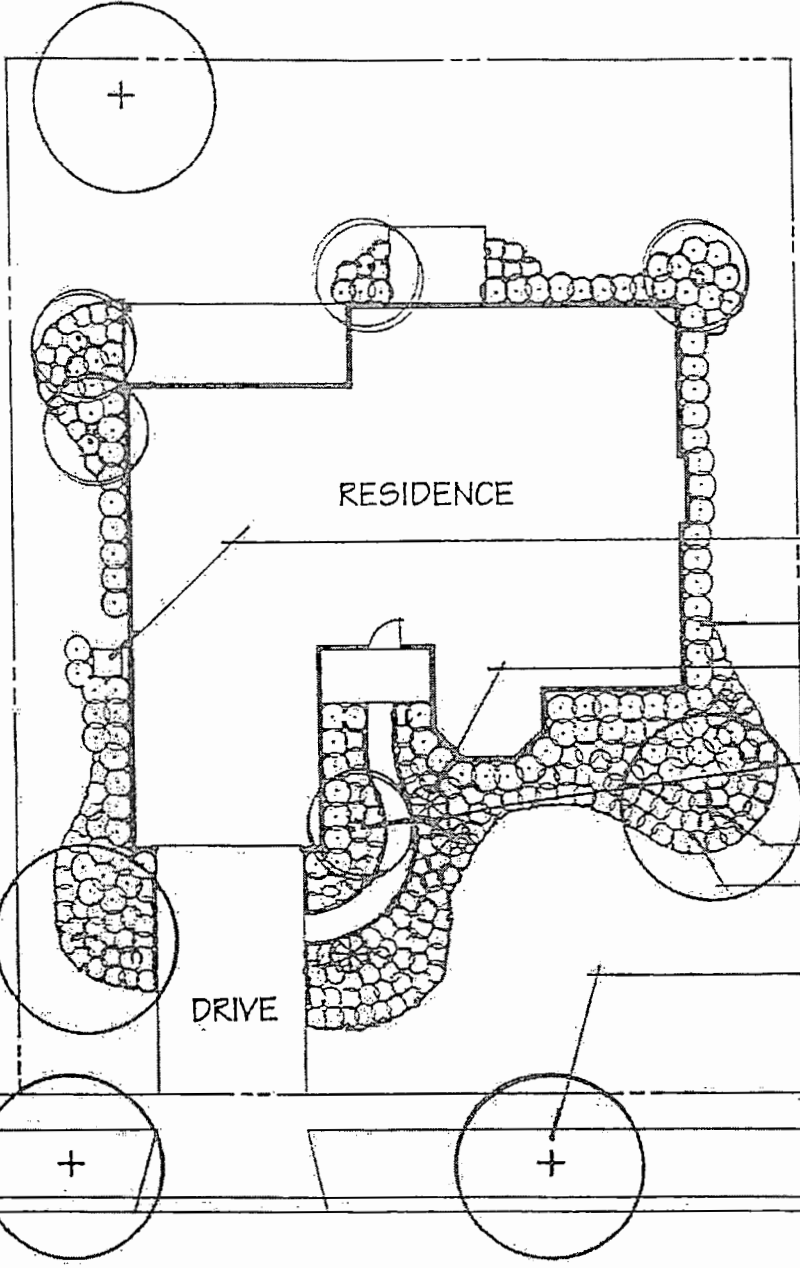
| | | |
|----|---|--------------|
| 1. | Type A Custom Home | |
| a. | 1 30-gal. Shade Tree @ \$150 each | \$150 |
| b. | 4 15-gal Pines @ \$75 each | \$300 |
| c. | 2 30-gal Wax Myrtles (Lake Lots) or Small Trees @ \$150 each | <u>\$300</u> |
| | | \$750 |
| 2. | Type B Executive Home | |
| a. | 1 30-gal. Shade Tree @ \$150 each | \$150 |
| b. | 4 15-gal. Pines or Small Trees @ \$75 each | <u>\$300</u> |
| | | \$450 |
| 3. | Type C Single Family Home | |
| a. | 1 30-gal. Shade Tree @ \$150 each | \$150 |
| b. | 3 15-gal. Pines or Small Trees @ \$75 each | <u>\$225</u> |
| | | \$375 |

d. Earthen Berms

1. Smooth flowing natural berms must be carefully formed and finely graded to blend into the surrounding landscape. Architectural berms with straight lines, uniform slope and crisp angular change in direction are discouraged. The height of berms should vary to avoid a monotonous appearance. No berming shall impede or cause surface drainage problems.

e. General Landscape Requirements

1. The immediate area around each house shall be provided with shrubs and/or hedges sufficient in size and quantity to provide an effective foundation planting and screening of services.
2. Each lot shall also be provided with sufficient shrubs, hedges, and/or groundcover to provide partial screening, seasonal color and intermediate scale to the lot.
3. All areas of the lot not landscaped in planting beds shall be sodded with St. Augustine sod.
4. Use of inorganic materials (i.e., rocks, gravel) to function as groundcover or paving substitutes shall be allowed only with NCC approval and shall only be used when governed by a strong design concept.
5. All landscaped areas, including lawns, shall be provided with an automatic, underground irrigation system. Irrigation systems shall be designed in such a manner that water is not sprayed on impervious surfaces (such as roadways, sidewalks and driveways) or adjacent properties.
6. Corner Lots - In addition to the planting shown on Exhibits 10, 11 and 12, the side of the house facing the side street shall be landscaped with a continuous foundation planting of 3-gallon material spaced at 3' O.C.
7. Golf course and/or lakefront lots shall be landscaped in accordance with Exhibit 15.



SEE TYPICAL BUILDER
PLANTING BUDGETS FOR
REQUIRED LANDSCAPE
TREATMENT.

SEE PLANT LIST,
FOR PLANT PALLETTE

RESIDENCE

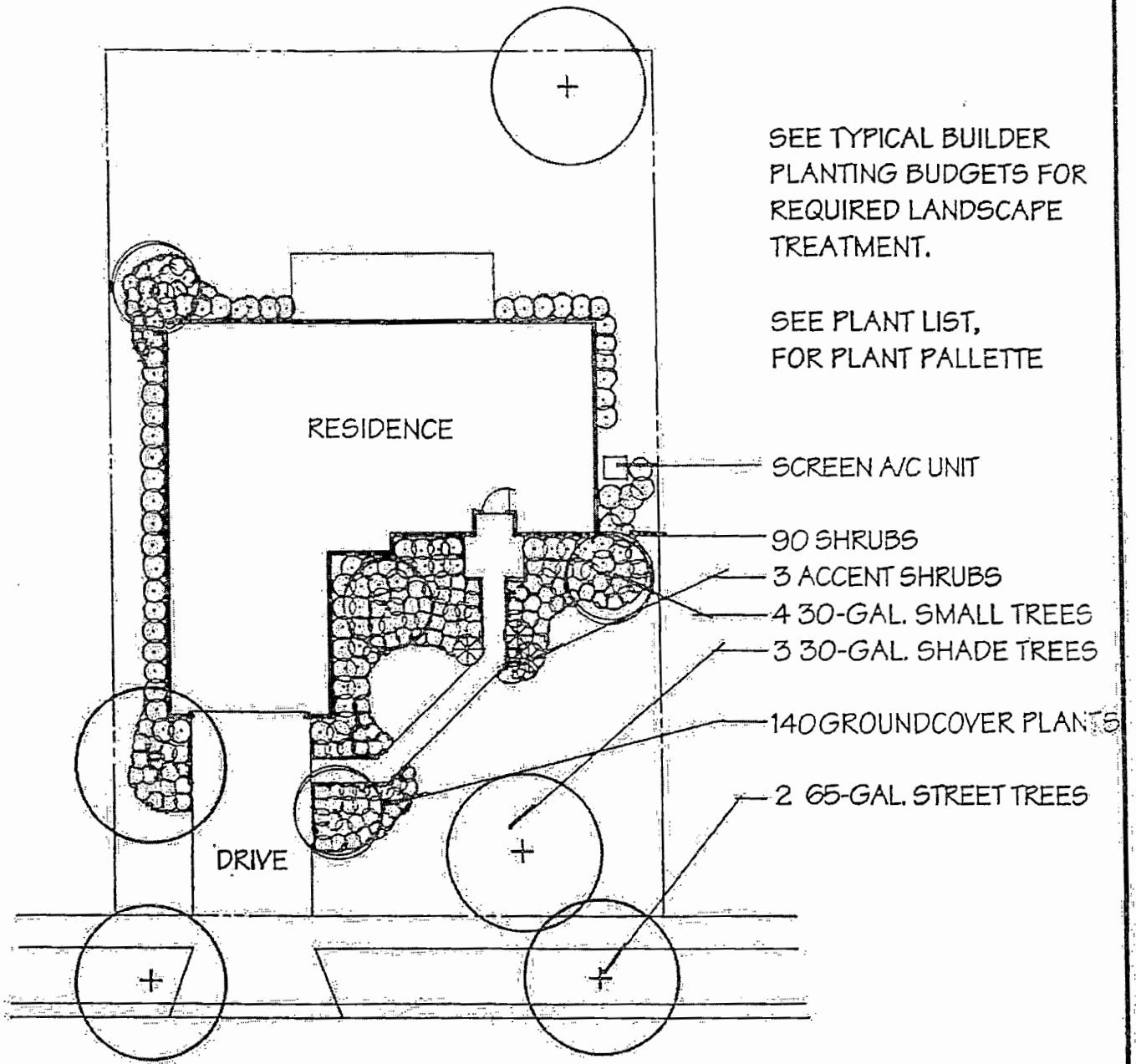
DRIVE

- SCREEN A/C UNIT
- 110 SHRUBS
- 3 ACCENT SHRUBS
- 5 30-GAL. SMALL TREES
OR PALMS
- 3 65-GAL. SHADE TREES
- 195 GROUNDCOVER PLANTS
- 2 65-GAL. STREET TREES

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TYPICAL BUILDER PLANTING
LAYOUT
FOR TYPE A CUSTOM HOME

EXHIBIT 10



SEE TYPICAL BUILDER
PLANTING BUDGETS FOR
REQUIRED LANDSCAPE
TREATMENT.

SEE PLANT LIST,
FOR PLANT PALLETTE

SCREEN A/C UNIT

90 SHRUBS

3 ACCENT SHRUBS

4 30-GAL. SMALL TREES

3 30-GAL. SHADE TREES

140 GROUND COVER PLANTS

2 65-GAL. STREET TREES

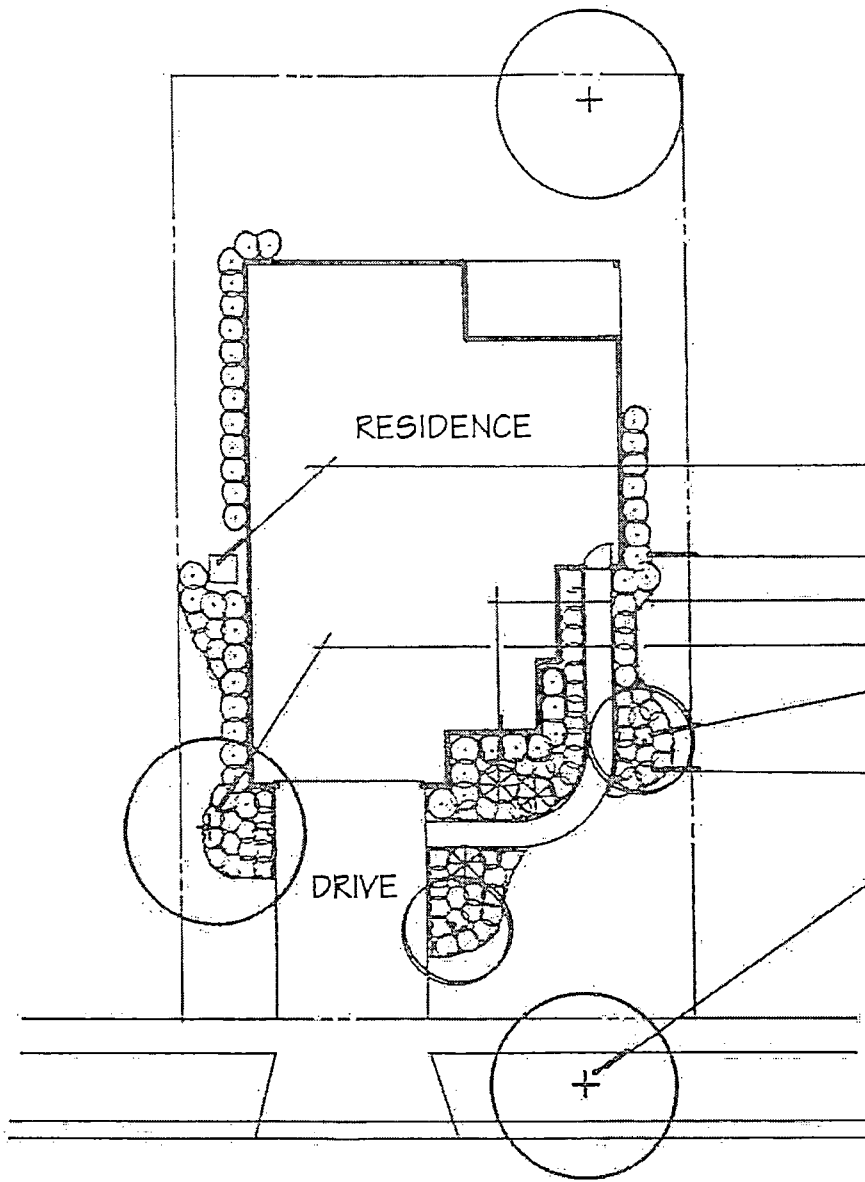
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TYPICAL BUILDER PLANTING LAYOUT

FOR TYPE B EXECUTIVE HOME

EXHIBIT 11



SEE TYPICAL BUILDER
PLANTING BUDGETS FOR
REQUIRED LANDSCAPE
TREATMENT.

SEE PLANT LIST,
FOR PLANT PALLETTE

RESIDENCE

SCREEN A/C UNIT

45 SHRUBS

3 ACCENT SHRUBS

2 30-GAL. SHADE TREES

2 15-GAL. SMALL TREES

80 GROUNDCOVER PLANTS

DRIVE

1 65-GAL. STREET TREES

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TYPICAL BUILDER PLANTING
LAYOUT
FOR TYPE C SINGLE FAMILY HOME

EXHIBIT 12

EXHIBIT 14

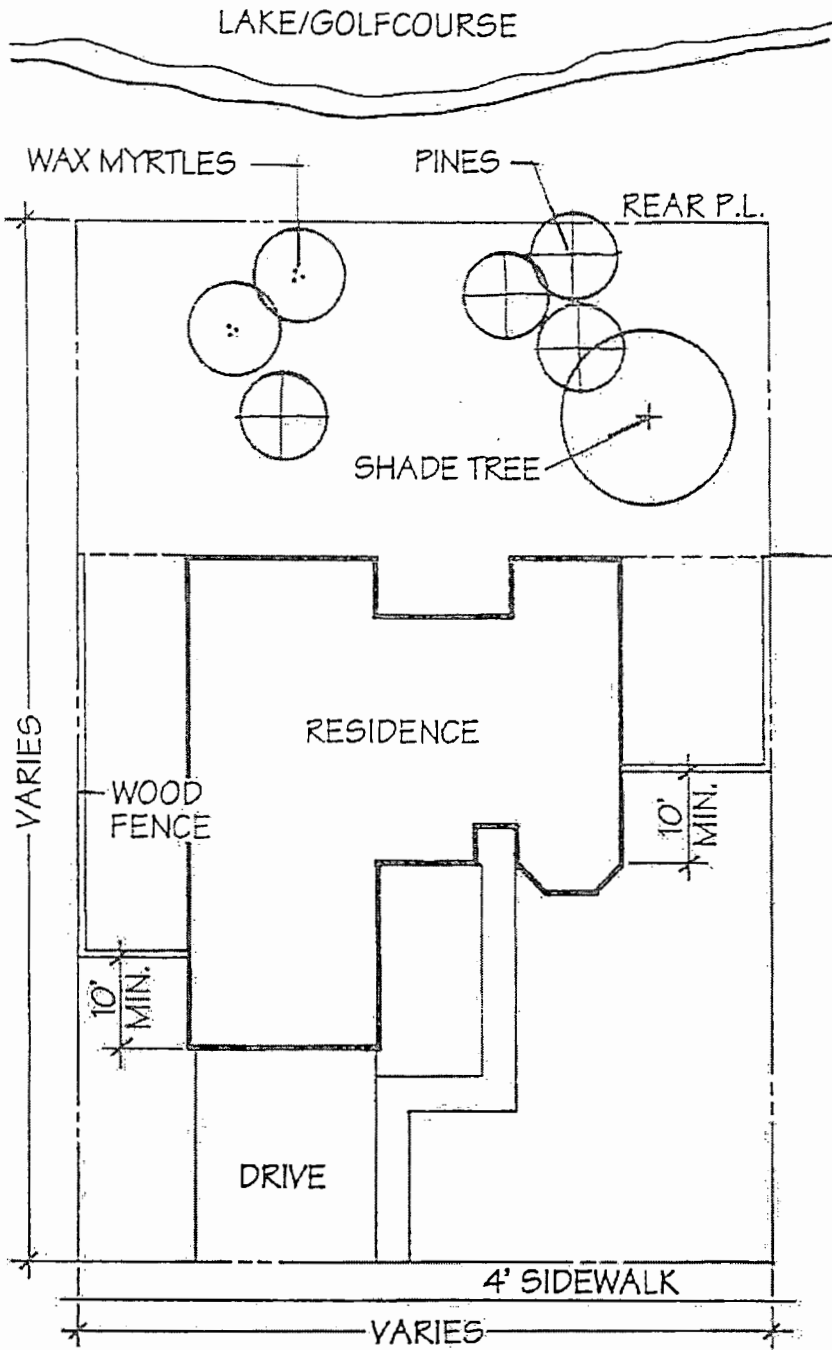
TYPICAL BUILDER PLANT SPECIFICATIONS

| BOTANICAL NAME | COMMON NAME | SIZE | SPACE |
|--------------------------------------|---------------------|---|-------|
| STREET TREES: | | | |
| <i>Quercus virginiana</i> | Live Oak | 65 gal; 13'-14' x 6'-7'; 3" min. cal. | A.S. |
| SHADE TREES: | | | |
| <i>Acer rubrum</i> | Red Maple | 30 gal; 10'-12' x 5'-6'; 2-2 1/2" min. cal. | A.S. |
| <i>Liquidambar styraciflua</i> | Sweet Gum | 30 gal; 10'-12' x 5'-6'; 2-2 1/2" min. cal. | A.S. |
| <i>Magnolia grandiflora</i> | Southern Magnolia | 30 gal; 9'-10' x 5'-6'; 2-2 1/2" min. cal. | A.S. |
| <i>Platanus occidentalis</i> | Sycamore | 30 gal; 10'-12' x 5'-6'; 2 1/2" min. cal. | A.S. |
| <i>Quercus virginiana</i> | Live Oak | 30 gal; 11'-12' x 5'-6'; 2-2 1/2" min. cal. | A.S. |
| PINE TREES: | | | |
| <i>Pinus elliottii</i> | Slash Pine | 15 gal; 8'-10' Ht.; 1 1/2-2" min. cal. | A.S. |
| PALMS: | | | |
| <i>Sabal palmetto</i> | Cabbage Palm | 8' min. c.t. | A.S. |
| <i>Washingtonia robusta</i> | Washington Fan Palm | 4' min. c.t. | A.S. |
| SMALL TREES: | | | |
| <i>Ilex attenuata</i> 'East Palatka' | East Palatka Holly | 30 gal; 11'-12' x 4'-5'; 2-2 1/2" min. cal. | A.S. |
| <i>Ilex cassine</i> | Dahoon Holly | 30 gal; 11'-12' x 5'-6'; 2-2 1/2" min. cal. | A.S. |
| <i>Lagerstroemia indica</i> | Crape Myrtle | 30 gal; 8'-10' x 5'-6'; 1 1/2-1 3/4" min. cal.; multi-trunk | A.S. |

| BOTANICAL NAME | COMMON NAME | SIZE | SPACE |
|--|------------------------------|---|---------|
| <i>Ligustrum lucidum</i> | Ligustrum Tree | 30 gal; 7'-8' x 5'-6'; multi-trunk; 5 major trunks min. | A.S. |
| <i>Myrica cerifera</i> | Wax Myrtle | 30 gal; 7'-8' X 5'-6'; multi-trunk | A.S. |
| SHRUBS: | | | |
| <i>Elaeagnus pungens</i> | Silverthorn | 3 gal; 18"-24" x 18"- 24" | 3' O.C. |
| <i>Galphimia gracilis</i> | Thryallis | 3 gal; 24"-30" x 24"- 30" | 3' O.C. |
| <i>Ilex cornuta</i> 'Burfordii' | Dwarf Burford Holly | 3 gal; 18"-24" x 18"- 24" | 3' O.C. |
| <i>Illicium anisatum</i> | Florida Anise | 3 gal; 24"-30" x 24"- 30" | 3' O.C. |
| <i>Juniperus chinensis</i> 'Blue Vase' | Blue Vase Juniper | 3 gal; 24"-30" x 24"- 30" | 4' O.C. |
| <i>Juniperus chinensis</i> 'Pfitzerana nick's Compact' | Nick's Compact Juniper | 3 gal; 24"-30" x 24"- 30" | 4' O.C. |
| <i>Ligustrum lucidum</i> | Glossy Privet | 3 gal; 24"-30" x 24"- 30" | 3' O.C. |
| <i>Photinia</i> 'Fraseri' | Red Tip Photinia | 3 gal; 24"-30" x 18"- 24" | 3' O.C. |
| <i>Pittosporum tobira</i> 'Compacta' | Compact Green Pittosporum | 3 gal; 15"-18" x 15"- 18" | 3' O.C. |
| <i>Viburnum odoratissimum</i> | Sweet Viburnum | 3 gal; 24"-30" x 24"- 30" | 3' O.C. |
| ACCENT SHRUBS: | | | |
| <i>Feijoa sellowiana</i> | Pineapple Guava | 5-7 gal; 30"-36" x 24"- 30" | 4' O.C. |
| <i>Ligustrum lucidum</i> | Glossy Privet | 5-7 gal; 36"-48" x 24"- 36" | 5' O.C. |

| BOTANICAL NAME | COMMON NAME | SIZE | SPACE |
|--------------------------------------|------------------------------|------------------------------------|-------------|
| <i>Livistonia chinensis</i> | Chinese Fan Palm | 7 gal; 30"-36" Ht.; multi-trunk | 4' O.C. |
| <i>Zamia furfuracea</i> | Cardboard Palm | 3-5 gal; 24"-30" | 3' O.C. |
| GROUNDCOVERS: | | | |
| <i>Agapanthus africanus</i> | Lily of the Nile | 1 gal; 3-5 ppp. | 18" O.C. |
| <i>Ilex cornuta</i> 'Rotunda' | Dwarf Cornuta Holly | 1 gal; 15"-18" x 15"- 18"; full | 24" O.C. |
| <i>Ilex vomitoria</i> | Dwarf Yaupon Holly | 1 gal; 12"-15" x 12"- 15" | 24" O.C. |
| <i>Juniperus</i> 'Parsoni' | Parson's Juniper | 1 gal; 12"-15" spd. | 24" O.C. |
| <i>Liriope</i> 'Evergreen Giant' | Giant Lilyturf | 1 gal; 12" min. ht.; 5- 7 ppp. | 24" O.C. |
| <i>Liriope</i> 'Variegated Giant' | Aztec Grass | 1 gal; 12" min. ht.; 5- 7 ppp. | 24" O.C. |
| <i>Raphiolepis indica</i> 'Alba' | White India Hawthorn | 3 gal; 15"-18" x 15"- 18" | 30" O.C. |
| <i>Trachelospermum asiaticum</i> | Dwarf Confederate Jasmine | 1 gal; full | 18" O.C. |

Note: All plant materials, excluding palms, shall be containerized Florida #1 or better.



EXAMPLE SCREEN TREE PLANTING FOR SOFTENING HOME ARCHITECTURE & PRIVACY. SEE SECTION 10.B.4 FOR SCREENING REQUIREMENTS OF VARIOUS LOT TYPES.

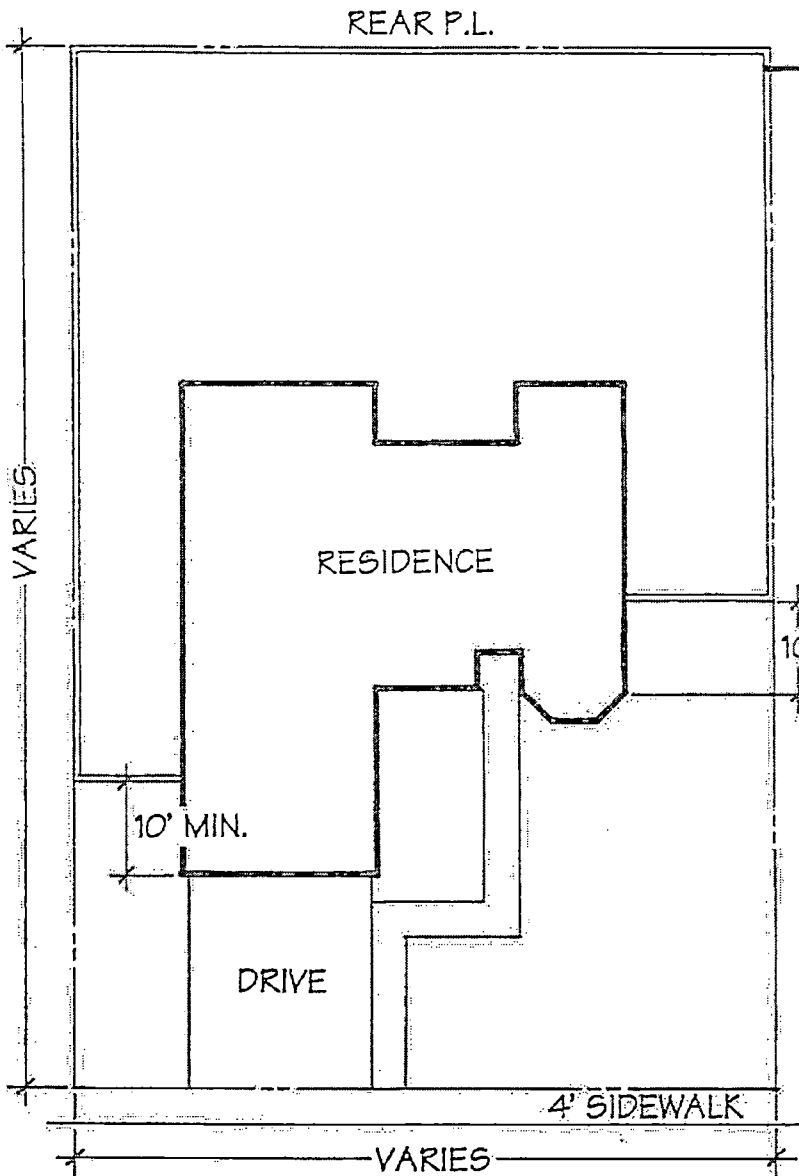
OPTIONAL WOOD FENCING TO END FLUSH WITH REAR FACE OF HOUSE.

WOOD FENCES ARE REQUIRED TO BE STAINED W/ 2 COATS LATEX STAIN (SHERWIN WILLIAMS OR GLIDDEN) # 420U PANTONE

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REAR YARD SCREEN PLANTING AT LAKE AND/OR GOLF COURSE
 *PROGRAM APPLIES TO BOTH SINGLE FAMILY & ZERO LOT LINE HOMES

EXHIBIT 15



6' HT. WOODEN PRIVACY FENCE; ALL FENCING TO BE STAINED (2 COATS);

FENCES INSTALLED FINISHED SIDE OUT.

10' FENCING SETBACK: MINIMUM 10' FROM FRONT FACE OF HOME.

WOOD FENCING NOT PERMITTED ON REAR PROPERTY AT GOLF COURSE OR LAKEFRONT LOTS.

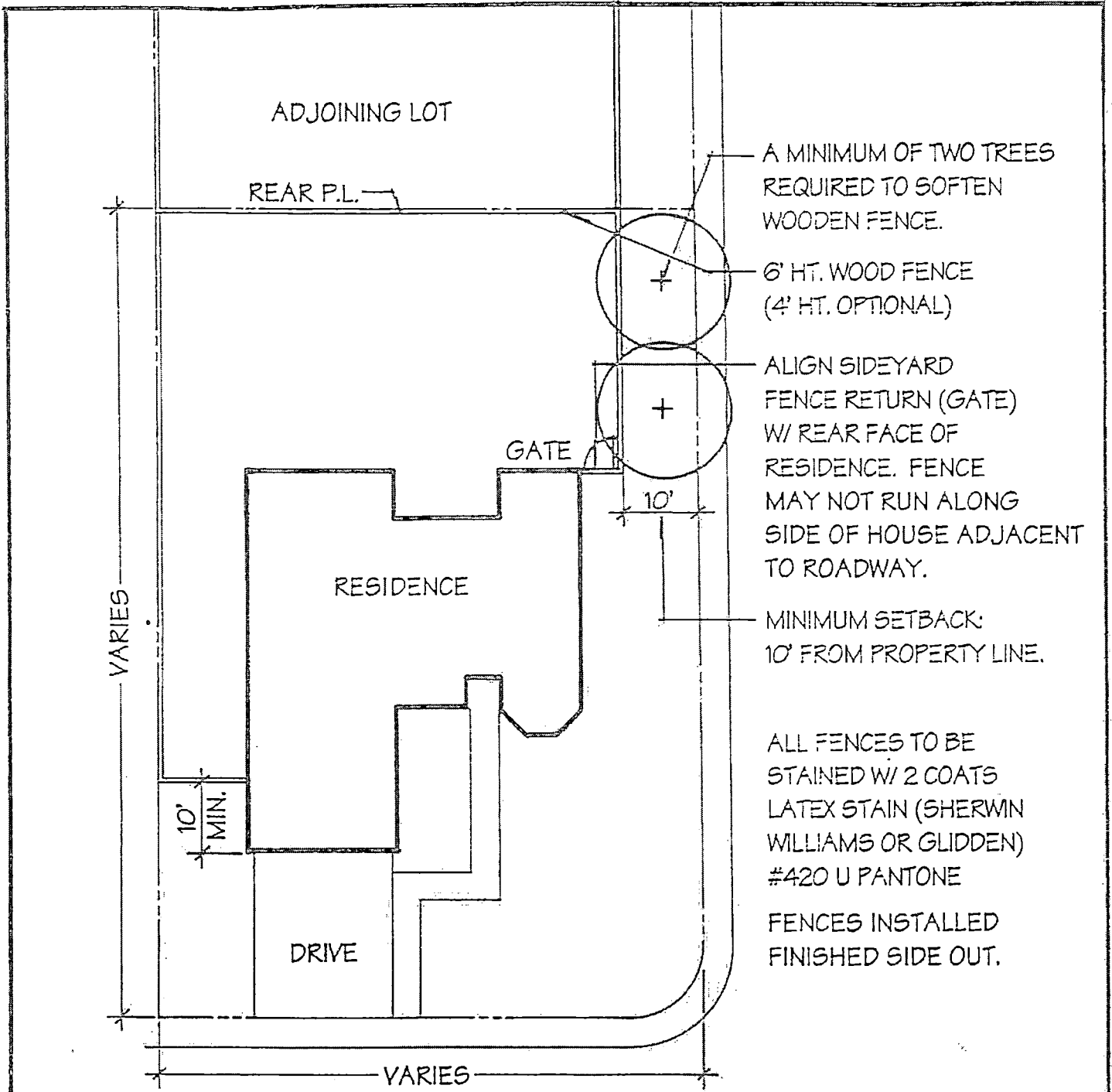
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REAR YARD FENCING ON ALL LOTS (EXCEPT GOLF COURSE & LAKE LOTS)

*PROGRAM APPLIES TO BOTH SINGLE FAMILY & ZERO LOT LINE HOMES

EXHIBIT 16



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CORNER LOT WOOD FENCING RESTRICTIONS

*PROGRAM APPLIES TO BOTH SINGLE FAMILY & ZERO LOT LINE HOMES

EXHIBIT 17