

CYPRESS SPRINGS
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made on the date hereinafter set forth by GULFSTREAM COMMUNITIES, a joint venture formed under the Florida Uniform Partnership Act (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Orlando, County of Orange, State of Florida, which is more particularly described on Exhibit A attached hereto and made a part hereof ("Property").

WHEREAS, Declarant desires to provide for the orderly development of the Property so as to promote the well being of the residents and value of the Property.

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

ADDITIONAL LAND more fully described on Exhibit B may be annexed by the Declarant, without consent of the Owners whose Lots may be subject to his Declaration, within ten (10) years of the date of recording of this Declaration pursuant to the provisions more fully set forth in Article VIII hereof; provided that, if approval of the Federal Housing Administration ("FHA") and/or the Veterans Administration ("VA") is obtained for the development of the Property, then the annexation shall be in accord with the general plan heretofore approved by the VA and/or the FHA.

ARTICLE I

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DEFINITIONS

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Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

Section 2. "Association" shall mean and refer to Cypress Springs Owners Association, Inc., its successors and assigns.

Section 3. "Bylaws" shall mean and refer to the Bylaws of the Association as amended from time to time.

Section 4. "Common Property" shall mean and refer to those tracts of land which are deeded to the Association and designated in the deed as "Common Property" and such improvements thereon as are specifically conveyed to the Association. The term "Common Property" shall also include any personal property acquired by the Association if the personal property is designated as "Common Property," as well as certain easements conveyed to the Association. All Common Property is to be devoted to and intended for the common use and enjoyment of the Owners and their guests, lessees or invitees and the visiting general public (to the extent permitted by the Board of Directors of the Association) subject to any operating rules

Return to Clerk to BCC - 5th Floor, County Administration Building - Beverly

Florida
Rec Fee \$ 25.00
Doc Tax \$
Int Tax
Total \$ 25.00
Paid by THOMAS H. LOCKER,
Orange County
Comptroller
By
Deputy Clerk

AUG 11 1986

adopted by the Association and subject to any use rights made or reserved by Declarant prior to conveyance of such Common Property.

Section 5. "Common Expenses" shall mean and refer to those items of expense for which the Association is or may be responsible under this Declaration and those additional items of expense approved by the Owners.

Section 6. "Condominium" shall mean and refer to a condominium regime established by a Declaration of Condominium ("Condominium Declaration") within the Property which is governed by its own association ("Condominium Association") in addition to the covenants contained herein.

Section 7. "Declarant" shall mean and refer to Gulfstream Communities, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and provided that such rights as Declarant are specifically assigned to the successor or assign and such successor or assign shall specifically assume the obligations of Declarant under the Declaration, Articles and Bylaws.

Section 8. "Declaration" shall mean and refer to this Cypress Springs Declaration of Covenants, Conditions, Restrictions and Easements applicable to the Property.

Section 9. "Lot" shall mean and refer to any plot of land together with the improvements thereon shown upon any recorded subdivision plat of the Property and shall also be used herein to mean a unit as described in a Condominium Declaration, or unit as described in Section 12, but shall not include any Common Property. References herein to a Lot shall include a Multi-Family Residential Lot or a Single Family Residential Lot, unless the context otherwise requires.

Section 10. "Member" shall mean and refer to those persons entitled Class "A", "B", and "C" Membership in the Association as provided in the Declaration and Articles.

Section 11. "Mortgagee" shall mean and refer to any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of an obligation; an insurer or guarantor of such mortgage, including without limitation, the Veterans Administration ("VA") or Federal Housing Administration ("FHA") and/or a purchaser of such mortgages in the secondary market including without limitation, Federal National Mortgage Association ("FNMA") and Governmental National Mortgage Association ("GNMA"); and the Declarant, if it is holding a first mortgage on any portion of the Property.

Section 12. "Multi-family Residential Lot" ("MFRL") shall mean and refer to any Lot together with improvements thereon shown upon any recorded subdivision plat of the Property which is zoned for residential use and for which the applicable plat contains more than eight Lots per acre. MFRL shall also refer to a condominium unit, apartment or other such separate dwelling unit which is constructed at a density of more than eight such units per acre.

Section 13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, whether Multifamily or Single Family Residential Lot, which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Property" or "Properties" shall mean and refer to that certain real property described in Exhibit A together with improvements thereon, (except such improvements the title of which are reserved by the Declarant or its assignees,) and such additions to the Property as may hereafter be brought within the jurisdiction of the Association by annexation.

Section 15. "Single Family Residential Lot" ("SFRL") shall mean and refer to any plot of land together with improvements thereon shown upon any recorded subdivision plat of the Property, however, that the applicable plat shall contain eight or less lots per acre.

Section 16. "Subdivision" shall mean and refer a platted subdivision within the Property. A subdivision may be subjected to its own declaration of restrictive covenants ("Subdivision Declaration") and governed by its own association ("Subdivision Association") in addition to the covenants contained in this Declaration or such subdivision may be subject only to this Declaration by recording of a Supplemental Declaration and shall be governed by this Association. For purposes of this Declaration, a condominium or apartment complex or other grouping of Multi Family Residential Lots shall also be deemed a "Subdivision."

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted in the Common Property, every Owner(s) and their families and every guest, tenant, and invitee of such Owner(s) shall have a right and easement of ingress and egress and enjoyment in and to Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Property:

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities located on the Common Property by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period, not to exceed 60 days, for any infraction of its published rules and regulations. In no event may the Association deny an Owner the use of the entrance areas or private roads or cul-de-sacs, if any, so as to prohibit ingress and egress to his Lot.

(c) The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Property to any public agency, authority or utility company for the purpose of providing utility or cable television service to the Property.

(d) The right of the Association to sell, convey or transfer the Common Property or any portion thereof to any third party other than those described in Subsection (c) for such purposes and subject to such conditions as may be approved by a majority vote of each Class of members.

(e) The right of the Board of Directors to adopt reasonable rules and regulations pertaining to the use of the Common Property.

(f) The right of the Declarant or the Association to authorize other persons to enter upon use of the Common Property for uses not inconsistent with the Owners' rights therein.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with Bylaws, his right of enjoyment to the Common Property to the members of his family, his tenants, or contract purchasers who reside in the Property.

Section 3. Buffer Easements. Certain Lots will be subject to an easement for berming, landscaping and buffering the Lots from the roadways. Such Buffer Easements may be described in the applicable Subdivision Declarations, Condominium Declarations, in the plat of a Subdivision or created or reserved by Declarant. The Declarant hereby reserves for itself and its successors and assigns, as well as Owners, the right to use the Buffer Easement for recreational purposes including without limitation, jogging, walking and bicycling, subject to the rules and regulations adopted from time to time by the Board of Directors.

The Buffer Easements shall be maintained by the Association at its sole cost and expense. The Association shall also obtain and maintain public liability insurance to cover any injuries or damage which may occur on the Buffer Easements which insure the Owner(s) of the Lot subject to the Buffer Easement as well as the Association. In the event that an Owner's Lot is subject to the Buffer Easement, such Owner's use of the portion of the Lot subject of the Buffer Easement shall be restricted as provided herein or in the applicable Subdivision or Condominium Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Qualification for Membership: Every Owner of a Lot which is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration.

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

Class A. Class A Members shall be all Owners of MFRL, with the exception of the Declarant, and each shall be entitled to one vote for each MFRL owned.

Class B. Class B Members shall be all owners of SFRL, with the exception of the Declarant, and each shall be entitled to one vote for each SFRL owned.

Class C. Class C Member shall be the Declarant who shall be entitled to three votes for each MFRL and SFRL, which it owns together, with three votes for each acre of land it owns which is described in Exhibit B. The Class C membership shall cease upon the happening of the first of the following events occurs:

- (a) when the total votes outstanding in the Class A and B membership equals the total of the Class C membership;
- (b) ten years from the date of recording this Declaration.

(c) when Declarant, in its sole discretion, elects to transfer control to the Class A and Class B Members.

At such time as the Class C Membership is terminated, the Declarant shall have one vote for each SFRL and MFRL it owns and one vote for each acre of land it owns in the property described in Exhibit B.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements as set forth in Section 4 of this Article, for maintenance as set forth in Section 14 of this Article and in Article VI, Section 9 and for repairs as set forth in Article IX, Section 3, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Property, for the improvement and maintenance of the Common Property, for the operation and administration of the Association and for such other purposes as are set forth in this Declaration, the Articles or Bylaws.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment per Lot shall be as follows:

The maximum annual assessment for a SFRL shall be Two Hundred Forty and 00/100 Dollars (\$240.00) per year. The assessment for a MFRL shall be 75% of the SFRL assessment or One Hundred Sixty and 00/100 Dollars (\$160.00) per year.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for a SFRL and a MFRL may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the applicable class of membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment to be levied against each class of Members may be increased above 5% by a vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose at which a quorum is present.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) The Association in determining the Common Expenses shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Property.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present unless the special assessment is required due to the inadequacy of the insurance proceeds to cover the cost of repair to Common Property (See Article IV, Section 1).

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3(b) or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments for the purposes set forth in Section 4 above, must be fixed at a uniform rate for all Lots in a class and any increase must be applied uniformly for all classes. In the event that an Owner or his family, guest or invitees damage the Common Property as provided in Article IX, Section 3, or fails to maintain his Lot as described in Section 15 of this Article or Section 9 of Article VI, such Lot may be subjected to a nonuniform assessment for payment of such costs.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual SFRL and MFRL assessments in each Subdivision shall commence upon the conveyance of the first SFRL or MFRL in a Subdivision or Condominium to an Owner other than Declarant which Owner intends to occupy the Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The annual assessment may be payable monthly, quarterly or annually and the due date shall be the first day of such payment period unless specifically changed by the Board of Directors.

Section 8. Association Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments for a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any annual assessment not paid within thirty (30) days after the due date shall bear interest

from the due date at the rate of fifteen percent (15%) per annum or the then applicable highest rate of interest permitted by the VA. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage held by a Mortgagee. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against all of the Lots as part of the annual budget.

Section 11. Exempt Property.

All properties dedicated to, and accepted by, a local public authority or utility company and serving a public use and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessment created herein, except no land or improvements which constitute a SFRL or MFRL shall be exempt from assessments.

Section 12. Reserves.

The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Property. This reserve fund shall constitute a portion of the annual budget. In addition, the Board of Directors may establish reserve funds from the regular annual assessments to be held in reserve in an interest bearing account for:

- (a) major rehabilitation or major repairs;
- (b) for emergency and other repairs required as a result of storm, fire, mutual disaster or other casualty loss; and
- (c) initial cost, if any, new service to be performed by the Association.

Section 13. Declarant Payment.

The Declarant, for so long as it is a Class C member, is obligated to pay the greater of twenty five percent (25%) of the annual assessment for each Lot it owns or Declarant shall pay the difference between the total of the annual assessments paid by Owners, other than the Declarant, and the common expenses as such occur. Declarant's payment as to each Subdivision shall commence upon the conveyance of the first Lot in the Subdivision to an Owner other than the Declarant who intends to occupy the improved Lot.

Section 14. Subdivision or Condominium Association.

In the event that the Lot is subject to an additional assessment created by a separate declaration governing the Lot and enforced by a Subdivision or Condominium Association, the Subdivision or Condominium Association is authorized to collect the annual assessment created herein and transfer the annual assessments to the Association.

Section 15. Assessments for Failure to Maintain.

In the event that an Owner fails to maintain his Lot or the improvements thereupon as required herein, the Association shall

give written notice specifying such failure to the Owner and if the Owner fails to correct such unperformed maintenance within ten (10) days from the Association's written notice, the Association may perform such maintenance and the cost of such shall constitute a special assessment for which a claim of lien may be filed and enforced.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. General Provisions. No building, fence, wall or other structure, landscaping or exterior lighting plan or any other type of improvement, other than those erected by the Declarant, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board.

Section 2. Architectural Review Board ("ARB")

(a) Composition of the ARB.

The architectural review and control functions of the Association shall be administered and performed by the the ARB, which shall consist of at least three (3) members who need not be members of the Association. The Declarant shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it is a Class C member. Members of the ARB as to whom Declarant may relinquish the right to appoint, and all members of the ARB subsequent to the transfer of control shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors; except that Declarant, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Declarant.

(b) Powers and Duties of the ARB.

The ARB shall have the following powers and duties:

(i) To draft Architectural Planning Criteria and to recommend from time to time, to the Board modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting and are approved in writing by the Declarant if the Declarant is still a member of the Board. Notice of any modification or amendment to the Architectural Planning Criteria including a verbatim copy of such change or modification, shall be delivered to each member of the Association however, a receipt copy of a modification or amendment to the

Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

(ii) To require submission to the ARB of one (1) complete set of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape scape device or object, exterior lighting scheme or other improvement, the construction or placement of which is proposed upon any Lot or Property, together with a copy of any building permits which may be required. The ARB may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with the Declaration and the Architectural Planning Criteria.

(iii) To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property and to approve or disapprove any exterior additions, changes, modifications or alterations including the color thereof, therein or thereon. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

(iv) If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the ARB of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the improvement or structure to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the ARB, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the ARB.

(v) In addition, any Owner making or causing to be made any improvement or additions to the Property or a Lot, agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the ARB, Association and all other Owners harmless from any liability or damage to the property and expenses arising from any alteration, modification or change and such Owner shall be solely responsible for the maintenance, repair and insurance of any alteration, modification or change as may be required by the Association.

(vi) In the event of a disagreement between this ARB and the ARB or equivalent entity of any Condominium or Sub-division Association, the decision of this ARB shall prevail.

ARTICLE VI

USE RESTRICTIONS

In order to provide for congenial occupancy of the Property and for the protection of the value of the Lots, the use of the Property shall be in accordance with the following provisions so long as the Property is subject to this Declaration.

Section 1. Residential Uses. Lots shall be used for residential living units and for no other purpose, and no business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. Provided, however, nothing herein shall be deemed to prevent any portion of the land described in Exhibit B from being used for commercial, institutional or industrial uses as may be permitted by the applicable zoning classifications.

Section 2. Antennae. No aerial, antenna, satellite dish or similar device shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building on such Lot unless appropriately screened from view of the neighboring Owners and from the street and such screening is approved by the ARB.

Section 3. Trees. No tree or shrub, the trunk of which exceeds six (6) inches in diameter as measured three feet from the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the ARB. In the event of the clearing of Lots for construction, each builder shall submit a tree survey designating the trees to be removed for approval by Declarant. Violation of this provision will result in an automatic fine equal to the cost of replacing the tree with a tree of substantially similar size.

Section 4. Artificial Vegetation. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot unless approved by the ARB.

Section 5. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless screened from the view of neighboring Owners and from the street.

Section 6. Landscaping. An initial basic landscaping plan for each Lot, including a written estimate of the costs of effectuating such plan, must be submitted to and approved by the ARB at the time of construction of improvements on such Lot. The ARB may specify minimum initial expenditures for landscaping of Lots, which may vary on the basis of Lot use and location. The ARB may also require or prohibit specific plants, and may vary such requirements or prohibitions on the basis of Lot use or location.

Section 7. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association and the written decision of the Board shall be dispositive of such dispute or question.

Section 8. Signs. No signs larger than 3 square feet, except for one "For Sale" or "For Rent" sign no greater than 3 square feet, may be placed on any Lot.

Section 9. Maintenance Required and Failure to Maintain. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot. The Owner shall maintain the exterior of all buildings and improvements on his Lot in good and workmanlike manner, and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Lot free of weeds, underbrush, refuse piles, debris or other unsightly growths or objects, or to keep the buildings or improvements on his Lot in a good and workmanlike manner, or in a neat and clean appearance, the ARB or the Board may authorize its agents to enter upon the Lot and perform any necessary maintenance at the expense of the Owner, and such entry will not be deemed a trespass. In the event that the exterior maintenance of the dwellings constructed upon the Lot are governed by a Condominium or Subdivision Association and such Association fails to maintain the Lots as required, the Board or the ARB may authorize its agents to enter onto the Lot and perform the maintenance at the expense of the Association and such entry will not be deemed a trespass. During construction of a dwelling or other improvement, each Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 10. Games and Play Structures. All tennis courts and other play structures (except basketball backboards) shall be located at the rear of the dwelling, or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse or structure of a similar kind or nature (except basketball backboards) shall be constructed on any part of a Lot located in front of the rear line of the residence constructed on the Lot, nor shall any such structure exceed six feet in height, such structure must have prior approval of the ARB. No basket ball backboards may be installed adjacent to the street or on any cul-de-sac.

Section 11. Fences and Walls. The composition, location, color and height of any fence or wall to be constructed on any Lot is subject to the approval of the ARB. The ARB will require that the composition of any fence or wall be consistent with the material used in the surrounding buildings and other fences, if any. In no event and for no purpose shall chain link fencing be installed on any Lot. Certain Lots adjacent to the roadways will be subject to a Buffer Easement as described in Article II, Section 3; no Lot Owner whose Lot is subject to such Buffer Easement shall install a fence which encroaches on the Buffer Easement.

Section 12. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and completely screened from view, except during pickup, if required to be placed at the curb. The Association, a Subdivision Association or a Condominium Association will be entitled to specify the type of trash container to be used by each Owner, and to contract for trash removal for all of the Property or for specific areas within the Property.

Section 13. Temporary Structures. Unless first approved in writing by the ARB, no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Lot may be used by Declarant or its designee as a sales office during any development of the Property or additional property

by Declarant or its designee in the area of the applicable Subdivision.

Section 14. Mailboxes. No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without the approval of the ARB as to style and location. If and when the United States Postal Service or the newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each Owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

Section 15. Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearances of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

Section 16. Utility Connections. Permanent building connections for all utilities, including, but not limited to, water, electricity, telephone and television, shall be un-derground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. All exterior lighting plans for Lots, Condominiums or Subdivisions including any modifications or changes to existing plans shall be approved by the ARB.

Section 17. Air Conditioning Equipment. Central air conditioning units only shall be permitted within the Property, and window or wall air conditioning units shall be prohibited.

Section 18. Window Coverings. No reflecting window coverings or treatments shall be permitted on any building in the Property. The ARB, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards in the area of the Property where located.

Section 19. Off-Street Motor Vehicles. No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ARB. Without limiting the Association's right to collect and assess fines in other instances, it is specially acknowledged that, Owners may be fined for each violation of this provision by themselves, their families, guests, tenants and invitees. Violations will result in automatic fines of \$25.00 for the first offense, \$50.00 for the second offense and \$100.00 for each subsequent offenses.

Section 20. Noise. Exterior noise, and noise emanating from within buildings or other improvements, including without limitation, talking, singing, television, radio, record or tape player or musical instruments, shall be maintained from 11:00 p.m. until 7:30 a.m. at such volume that the noise is not audible beyond the boundaries of the Lot, or outside the boundaries of the Unit, if the dwelling is in a condominium or similar attached dwelling from which it originates, and at all times so as not to constitute a nuisance or unreasonable annoyance to neighbors.

Section 21. Pets and Animals. The Board shall have the right from time to time to adopt with respect to any neighborhood or area within the Property rules and regulations governing the type, number and size of pets or other animals that may be kept within that neighborhood; and rules and regulations governing pets may vary between areas of the Property to the extent that the Board of Directors deems appropriate.

Section 22. Garage Doors. All doors shall be kept closed except when vehicles are entering or exiting.

Section 23. Oil and Mining Operation. No oil drilling, mining operations, oil refining, quarrying or oil development operations, oil refining, or tanks, tunnels, mineral excavations or shafts shall be permitted upon, in, or under any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 24. Commercial Trucks, Trailers and Boats. In order to maintain the standards of the Properties with respect to residential appearance, no vehicles of any kind shall be permitted to be parked or to be stored on blocks or maintained outside of an enclosed garage in an inoperable condition.

Section 25. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Properties or any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 26. Well Limitation; Water Supply. Any wells to be installed and constructed on any portion of the Property shall be approved by the ARB and shall be in strict compliance with any regulations of the applicable utility company.

Section 27. Additional Use Restrictions. The Board of Directors of the Association may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Property and to waive or modify application of the foregoing use restrictions with respect to any Lot(s) as the Board, in its sole discretion, deems appropriate.

ARTICLE VII

RIGHTS OF MORTGAGEES

Section 1. Mortgagee Notice Rights. Upon written request to the Association, identifying the name and address of Mortgagee, Mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Lot on which there is a first mortgage held, insured or guaranteed by such Mortgagee.

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such Mortgagee, which remains uncured for a period of 60 days.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 2. Mortgagee Information. The Association shall make available to Owners and Mortgagees current copies of this Declaration, Articles, Bylaws and rules and regulations of the Association, as well as books, records and financial statements of the Association. "Available" means available for inspection, upon written request during normal business hours or under other reasonable circumstances.

ARTICLE VIII

ANNEXATION OF PROPERTY

Section 1. Declarant's Annexation. The Declarant shall have the right, until ten years from the date of recording this Declaration, from time to time and in its sole discretion, to annex to the Property and to include within this Declaration all or part of the additional land described in Exhibit B.

Section 2. Members Annexation. The Owners may annex additional lands owned by such Owners to the Property with the approval of 2/3 of all the votes of each class of Members. Such approval may be given at a regular meeting duly called for such purpose or by written consent of the required number of votes of each class of members.

Section 3. Supplemental Declarations. Any such additions authorized in section 1 or 2 above may be made by filing of record of one or more supplemental declarations. With respect to the property annexed by the Declarant, the supplemental declaration need only be executed by the Declarant; in the case of a Section 2 annexation, the supplemental declaration shall be executed by the President of the Association. A supplemental declaration shall contain a statement that the real property that is the subject of the supplemental declaration constitutes additional property which is to become a part of the Properties subject to this Declaration. Such supplemental declaration shall become effective upon being recorded in the public records of Orange County, Florida.

Section 4. Effect of Annexation. In the event that any additional property is annexed to the Property pursuant to the provisions of this Article, then such lands shall be considered within the definition of Property for all purposes of this Declaration, and each Owner of a Lot therein shall be a Class A or B Member and the votes of Members of the respective classes, shall be adjusted accordingly. In the event that the land described in Exhibit B is not annexed as provided herein, this Declaration shall not be construed as a lien, encumbrance or defect on the land described on Exhibit B.

Section 5. Additional Declarations. Declarant intends, as the Property is developed and offered for sale, to subject portions thereof to specific covenants and restrictions which apply only to each portion as defined and described in each such set of covenants and restrictions such additional covenants and restrictions shall be subject to the provisions hereof so that the Cypress Springs Community remains an integrated development. The additional covenants and restrictions may be contained in the Supplemental Declaration, the Condominium Declaration or the Subdivision Declaration.

ARTICLE IX

INSURANCE AND RECONSTRUCTION

Section 1. Damage to Common Property. In the event that any portion of the Common Property is damaged or destroyed by casualty, it shall be repaired or restored to substantially its condition prior to the damage or destruction by the Association.

Repair or reconstruction of the Common Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the

deficit shall be assessed against all Owners as a special assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association.

Section 2. Damage to the Lots. In the event of damage or destruction to any portion of the improvements on a Lot, the improvements shall be repaired or restored. In the event that the damage or destruction renders the improvements uninhabitable or the damage is so substantial that the Owner determines not to rebuild the improvements on the Lot, the Owner shall clear the debris and have the Lot leveled, within 60 days from the date of destruction or damage.

Section 3. Damage to Common Property Due to Owner Negligence. In the event that the Common Property is damaged as a result of the willful or negligent acts of the Owner, his family, guests or invitees, such damage shall be repaired by the Association and the cost thereof shall be a special assessment as described in Article IV, Section 15.

Section 4. Insurance. The policy of property insurance shall cover all of the Common Property (except land, foundation, excavation and other items normally excluded from coverage) but including fixtures and building service equipment, to the extent that they are part of the common personal property and supplies.

The policy shall afford, as a minimum, protection against the following:

(a) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(b) all other perils which are customarily covered with respect to projects similar in construction, location and use, including flood insurance, if applicable, and all perils normally covered by the standard "all risk" endorsement, where such is available. If flood insurance is required, it must be in an amount of 100% of current replacement cost of the improvement or the maximum coverage under the National Flood Insurance Program.

(c) losses covered by general liability insurance coverage covering all Common Property in the amount of at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of Common Property and any legal liability that results from lawsuits related to employment contracts in which the Association is a party.

The hazard policy shall be in an amount equal to 100% of the current replacement cost of the insured properties exclusive of land, foundation, excavation and items normally excluded from coverage. The policy shall provide that it may not be cancelled or substantially modified without at least 10 days' prior written notice to the Association. The Board may obtain such additional insurance as it in its sole discretion deems reasonable, convenient or necessary.

ARTICLE X

EASEMENTS

Section 1. Utility Easements. For so long as the Declarant is a Class C member, the Declarant hereby reserves the right to grant perpetual nonexclusive easements for the

benefit of Declarant or its designees, upon, across, over, through and under any portion of the Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and service systems, public and private, including without limitation cable television. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on such easements. Upon termination of the Class C membership, the Association shall have the right to grant the easements described herein.

Section 2. Declarant's Easement of Correct Drainage. For so long as the Declarant is a Class C member, Declarant hereby reserves the blanket easement on over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance.

Section 3. Easement for Unintentional Encroachment. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any SFRL or MFRL upon the or Common Property or vice-versa caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment, easement appurtenant to the encroaching Property to the extent of such encroachment.

Section 4. Entry Easement. In the event that the Owner and/or the applicable Subdivision or Condominium Association, if any, fails to maintain the Lot or any portion of the Properties for which it is responsible as required herein or in the applicable Subdivision or Condominium Declaration or in the event of emergency, the Association shall have the right to enter onto the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Except in the case of an emergency such entry shall take place only after written notice is given to the Owner. Entry onto the Lot as provided herein shall not be deemed a trespass and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

ARTICLE XI

LAKE AND WATER RIGHTS

Section 1. Ownership of Lakes. The Declarant intends to annex certain portions of the Property and the additional land described on Exhibit B which shall constitute "lakes". The bottom of any such lake subjected to this Declaration may be conveyed to an individual Owner, the Association, a Condominium Association or a Subdivision Association, who shall be the "owner" of the lake for the purposes set forth in this Declaration; provided however, the waters of such lake shall be controlled by the Association.

Section 2. Maintenance of Lake Embankments and Lake Bottoms. Irrespective of the ownership of the lakes, the Association shall maintain and control the water level and quality of the lakes and shall have the power and right as it deems appropriate to control and eradicate plants, fowl, reptiles, animals, fish and fungi in and on any lake within the Property, as well as to maintain any drainage device and water level and/or devices so as to insure compliance with applicable governmental regulations as they exist from time to time. The owner of the lake bottom shall maintain the lake bottom and the embankment. Such maintenance shall be conducted so that the grass, planting or other natural support of the embankment

shall be maintained in a clean and safe manner and so as to prevent erosion. If the Owner of the lake bottom shall fail to maintain the embankment, the Association shall have the right, but not the obligation, to enter onto the Owner's property and perform the maintenance at the expense of the Owner which expense shall be a special assessment against the Owner and his Lot as provided in Article IV Section 15.

Section 3. Improvements on Lake. In the event that Declarant, an entity designated by the Declarant, or the Association shall construct any bridges, docks or other improvements which may extend over or into the lake or construct any bulkheads or similar improvements to support or enhance the lake, the Association shall maintain any and all improvements in good repair and condition. No Owner, except the Declarant, its designee or the Association, shall be permitted to construct any improvement, permanent or temporary, on, over or under any lake without the written consent of the ARB, which consent may be withheld for any reason.

Section 4. Easements. All Owners shall have a perpetual non-exclusive easement for enjoyment and use of the lake surface waters together with an easement for ingress and egress at the locations so designated by the Association. The Owners' use and access to the lakes shall be subject to and limited by the rules and regulations of the Association. The use of lakes shall be limited to fishing, boating, and/or recreational use. The Association shall have a non-exclusive easement for ingress and egress over the lakes for the purpose of providing the maintenance required herein.

Section 5. Use Restrictions and Covenants. In connection with the use of any lake the following restrictions shall apply:

a. No motorized or power boats shall be permitted on any lake with the exception of boats used for maintenance thereof.

b. No bottles, trash, cans or garbage of any kind or description shall be placed in any lake.

c. No activity shall be permitted on any lake which may become an annoyance or nuisance to the adjacent property and the Owners thereof. The Association's determination whether any activity constitutes an annoyance or nuisance shall be dispositive.

d. No person or entity, except Declarant or the Association, shall have the right to pump or otherwise remove any water from any lake for the purpose of irrigation or other use.

e. The lake shall not be used in conjunction with any business enterprise or public use whatsoever.

f. There shall be no fishing permitted from bridges, streets or right of ways. Only Owners shall be permitted to fish in the lakes and only in areas so designated.

g. The Board of Directors shall be entitled to establish, amend, or modify rules and regulations governing the use of the lake as the Board deems necessary or convenient.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the

provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless by a vote of ninety-percent (90%) of the votes of each class of members, the Members determine to terminate this Declaration.

Section 4. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the votes in the Association, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the votes of each class of members. Any amendment must be recorded.

Section 5. FHA/VA Approval. As long as there is a Class C membership, the following actions will require the prior approval of the FHA or the VA: annexation of additional property proper, dedication of Common Property, and amendment of this Declaration of Covenants, Conditions, Restrictions and Easements.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, as hereunto set its hand and seal this 2nd day of July, 1966.

Witnesses:

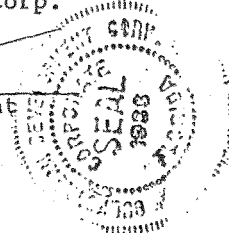
Joyce E. Campisi
Dyanne Brunette
As to Gulfstream

GULFSTREAM COMMUNITIES

By Gulfstream Development Corp.

By: [Signature]
Its VICE President

(Corporate Seal)

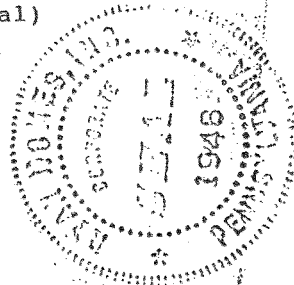


Thomas R. [Signature]
Steve B. [Signature]
As to Ryan

By Ryan Homes, Inc.

By: [Signature]
Its President

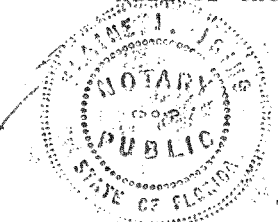
(Corporate Seal)



STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of JULY, 1986, by J. Thomas Gillette, III, the VICE President of Gulfstream Development Corp., a Florida corporation, general partner of Gulfstream Communities, a Florida general partnership, on behalf of the partnership.

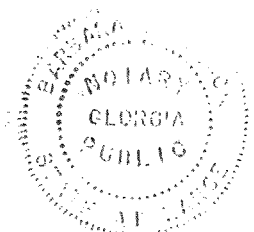


Elaine D. Irving
Notary Public State of Florida at Large

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Sept. 20, 1987
Bonded by Transamerica Insurance Co.

COMMONWEALTH OF PENNSYLVANIA
STATE OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 9th day of JULY, 1986 by Joseph M. CARTWRIGHT, the VICE President of Ryan Homes, Inc., a Pennsylvania corporation, general partner of Gulfstream Communities, a Florida general partnership, on behalf of the partnership.



Barbara H. Black
Notary Public
State of ~~Florida~~ at Large
GEORGIA

My commission expires:

Notary Public, Georgia, State at Large
My Commission Expires Feb. 7, 1989

OR3813 PG3518

EXHIBIT A
TO
CYPRESS SPRINGS DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 31'52" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 5, A DISTANCE OF 916.74 FEET; THENCE LEAVING SAID NORTH LINE, RUN SOUTH 00 DEGREES 28'08" WEST 239.40 FEET; THENCE SOUTH 18 DEGREES 15'42" WEST 102.06 FEET; THENCE SOUTH 46 DEGREES 08'17" WEST 104.07 FEET; THENCE SOUTH 07 DEGREES 47'32" EAST 248.16 FEET; THENCE NORTH 80 DEGREES 05'46" WEST 250.00 FEET; THENCE SOUTH 00 DEGREES 05'47" WEST 113.00 FEET; THENCE SOUTH 28 DEGREES 15'22" WEST 51.92 FEET; THENCE SOUTH 13 DEGREES 17'45" WEST 100.00 FEET; THENCE NORTH 75 DEGREES 35'49" WEST 140.00 FEET; THENCE NORTH 89 DEGREES 54'13" WEST 140.00 FEET; THENCE SOUTH 78 DEGREES 55'03" WEST 57.75 FEET; THENCE SOUTH 55 DEGREES 17'09" WEST 50.20 FEET; THENCE SOUTH 26 DEGREES 12'49" WEST 50.20 FEET; THENCE SOUTH 02 DEGREES 25'41" WEST 57.10 FEET; THENCE SOUTH 09 DEGREES 21'36" EAST 430.00 FEET; THENCE SOUTH 09 DEGREES 45'37" EAST 98.16 FEET; THENCE SOUTH 01 DEGREES 10'04" EAST 82.02 FEET; THENCE SOUTH 08 DEGREES 43'24" WEST 82.02 FEET; THENCE SOUTH 16 DEGREES 16'44" WEST 82.02 FEET; THENCE SOUTH 26 DEGREES 38'24" WEST 107.62 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 604.77 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 51 DEGREES 20'42" EAST RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 86.09 FEET; THROUGH A CENTRAL ANGLE OF 08 DEGREES 09'23" TO A POINT; THENCE RUN SOUTH 46 DEGREES 48'41" WEST 120.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 484.78 FEET; THENCE FROM A TANGENT BEARING OF NORTH 43 DEGREES 11'19" WEST RUN WESTERLY ALONG THE ARC OF SAID CURVE 501.59 FEET THROUGH A CENTRAL ANGLE OF 59 DEGREES 17'00" TO THE POINT OF TANGENCY; THENCE SOUTH 77 DEGREES 31'41" WEST 660.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00'00"; THENCE SOUTH 77 DEGREES 31'41" WEST 30.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF DEAN ROAD (ORANGE COUNTY ROAD PROJECT NO. 21); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE OF DEAN ROAD THE FOLLOWING COURSES: NORTH 12 DEGREES 28'19" WEST 1025.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1880.08 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 411.97 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 33'18" TO THE POINT OF TANGENCY; THENCE NORTH 00 DEGREES 04'59" EAST 501.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 11,429.20 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE 112.43 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 33'49" TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF AFORESAID SECTION 5; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF DEAN ROAD RUN SOUTH 89 DEGREES 47'42" EAST ALONG SAID NORTH LINE 1289.30 FEET TO THE POINT OF BEGINNING.

OR3813 PG3519

EXHIBIT B
TO
CYPRESS SPRINGS DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

All of Section 4, Township 23 South, Range 31 East; and the East 1/2 of Section 5, Township 23 South, Range 31 East, less and except lands as described in that instrument dated April 11, 1983, in Official Records Book 3371, Page 2664, Public Records of Orange County, Florida, which is more particularly described as follows:

Commence at an iron pipe at the E 1/4 corner of Section 5, Township 23 South, Range 31 East; thence run S 00°44'41" East, along the East line thereof, 459.09 feet to a point lying 3,1000 feet South of the NE corner of said Section 5; thence N 89°44'48" W, 250 feet for the Point of Beginning; thence S 00°44'41" E, parallel with the East line of said Section 5, 100 feet; thence N 89°44'48" W, 100 feet; thence N 00°44'41" W, parallel with the East line of Section 5, 100 feet; thence S 89°44'48" East, 100 feet to the Point of Beginning.

and

The Northwest 1/4 of Section 5, Township 23 South, Range 31 East lying East of Dean Road;

and

The Northeast 1/4 of the Southwest 1/4 of Section 5, Township 23 South, Range 31 East of Dean Road.

RECORDED & RETURNED

Thomas H. Polk
County Comptroller, Orange Co., FL

OR3813 PG3520

Florida	Part	THOMAS H. LOCKER,
Rec Fee \$	<u>25.00</u>	Orange County
Doc Tax \$	<u> </u>	Comptroller
Int Tax \$	<u> </u>	By <u>KKK</u>
Total \$	<u>25.00</u>	Deputy Clerk

PREPARED BY ~~AND~~
LINDA CONNOR KANE, Attorney
GALLAGHER, EWINGER, HIGLEY,
BRADFORD, CANNON & WALLERS, P.A.
2000 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
CYPRESS SPRINGS UNIT I 2582495 ORANGE CO. FL.
03:15:00PM 08/20/86

THIS SUPPLEMENTAL DECLARATION is made this 2nd day of July, 1986, by Gulfstream Communities, ("Declarant").

RECITALS: OR3813 PG3521

A. Declarant is the owner of a certain parcel of real property located in Orange County, Florida, more fully described on Exhibit A attached hereto and made a part hereof ("Property").

B. Pursuant to the provisions of that certain Cypress Springs Declaration of Covenants, Conditions and Restrictions recorded in Official Records Volume 3813, page 3500 of the public records of Orange County, Florida as amended ("Declaration"), Declarant is authorized to annex certain property to the covenants, conditions and restrictions of the Declaration.

C. The Property is a portion of the land more fully described on Exhibit B of the Declaration which the Declarant has the right to annex and subject to the Declaration. Declarant desires to subject the Property to the Declaration and to subject the Property to additional covenants as more fully set forth herein.

NOW, THEREFORE in consideration of the premises, the Declarant hereby declares:

1. The Property is hereby subjected to all terms and conditions of the Declaration, and the Property constitutes additional property which is to be deemed for all purposes to constitute "Properties" as set forth in the Declaration. The Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions as set forth in the Declaration which are for the purpose of protecting the value and desirability of all the land which from time to time shall constitute subdivisions within the planned community known as "Cypress Springs" and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

2. All definitions set forth in the Declaration are hereby incorporated herein as if fully set forth. References to "Lots" herein shall mean and refer to the lots as shown on the plat of the Property.

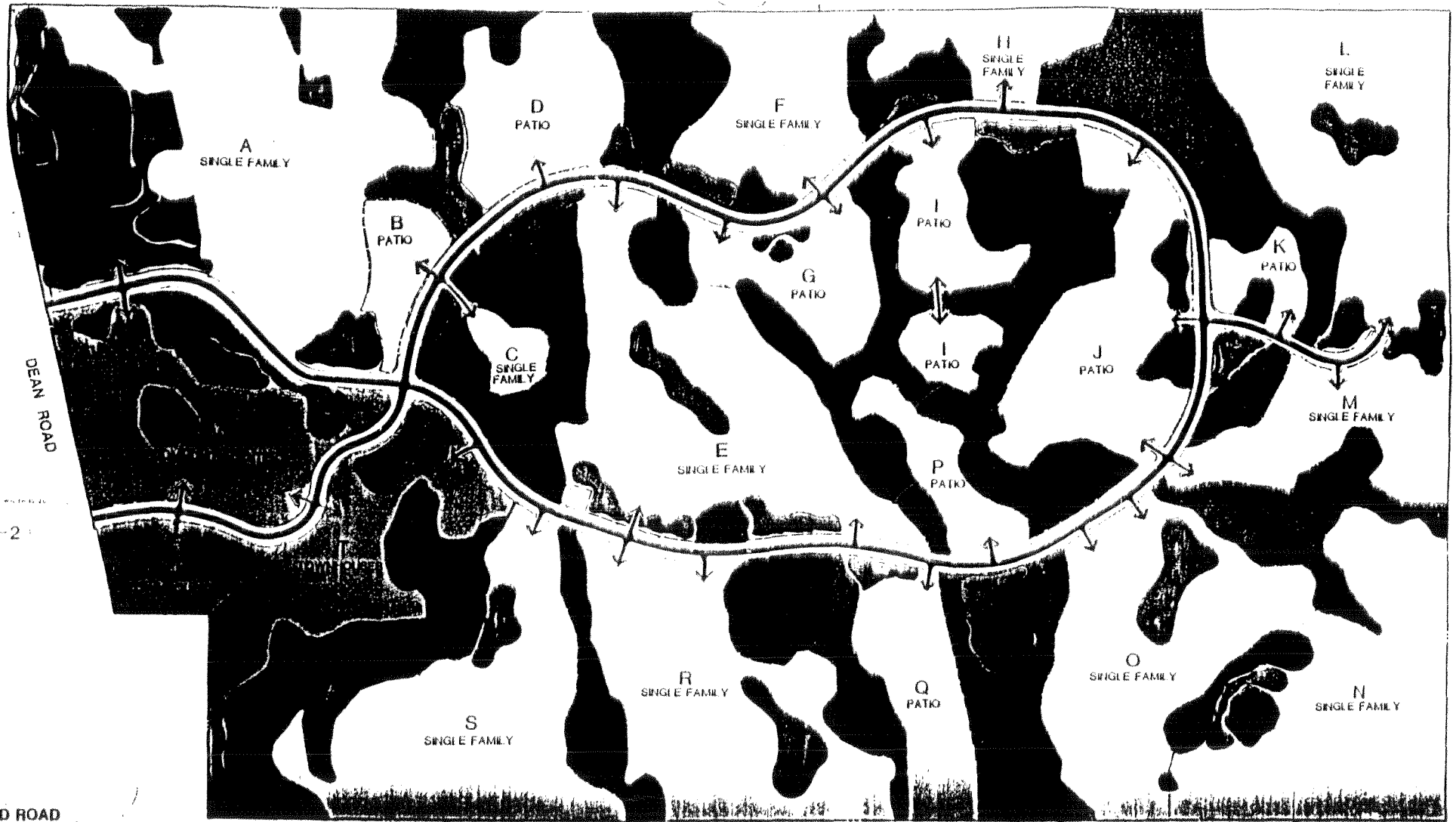
3. In addition to the covenants, conditions and restrictions contained in the Declaration the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions:

A. Land Use and Building Type: No Lot shall be used except for residential purposes. No improvement shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height.

B. Minimum Dwelling Size: The floor area of living space in the main structure on each Lot, shall not be less than 1,000 square feet of heated and air conditioned area for a one-story dwelling and 1200 square feet for a two-story dwelling with a minimum of 300 square feet on the ground floor. For purposes of determining the amount of living space in any dwelling, porches and garages shall not be included in the computation of the number of square feet of living space.

return to Clerk to BCC - 5th Floor, County Administration Building - Beverly

AUG 11 1986



C. Resubdivision and Replatting: Declarant reserves the right to resubdivide or replat one or more Lots shown on said plat for any purposes whatsoever, including right-of-ways for road purposes and easements, provided that no residence shall be erected upon, or any resident allowed to occupy said replatted or resubdivided Lot or fractional part of parts thereof, having an area less than 6,000 square feet and the restrictions herein contained shall apply to each Lot as replatted or resubdivided except any Lot or Lots resubdivided for road purposes or easements.

D. Building Location:

(a) All buildings shall be located within the set back lines as shown on the plat of this subdivision.

(b) For the purposes of this subparagraph, corner Lots shall be deemed to front on the street where the Lot has the shortest dimension unless such dimension is on main arterial road serving all of Cypress Springs, in which case the Lot shall be deemed to front on the street where the Lot has the next shortest dimension.

(c) Further, for the purposes of this paragraph, eaves, steps, terraces, walls, fences and open patios shall not be considered as part of a dwelling, provided however, that this shall not be construed to permit any portion of a dwelling on a Lot to encroach upon another Lot.

E. Easements: Declarant reserves nonexclusive, perpetual and fully transferable easements for installation and maintenance of drainage facilities, ditches and courses and for access in connection therewith, over easements shown on the recorded plat, and over a five-foot strip along each interior side lot line of each Lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Provided, however, driveways, sidewalks, and fences providing access to the dwelling are hereby permitted to tranverse such easements. The easement areas of each Lot and all improvements on them shall be maintained continuously by the owner of the Lot, except for utility or drainage installations or improvements for which a public authority or utility company is responsible.

"Utilities" includes, without limitation, water lines, sanitary sewers, storm drains, courses and ditches, gas, electric and telephone lines, cable television lines, cables and conduits placed or operated by any special improvement and taxing district or any other public agency or private utility company. The Declarant, in reserving the aforesaid easements for utilities and drainage facilities does not assume any obligation or responsibility for the maintenance of such utilities and facilities.

F. Access to Lots: Access by motor vehicles shall not be permitted except as provided by a standard driveway which may not be constructed from a main arterial road directly to any Lot. A standard driveway shall be constructed of concrete only.

G. Fences: No fence or wall shall be erected nor hedge shall be maintained higher than six feet (except as may be required in Protective Screening and Planting areas as more fully set forth in the Declaration) from the normal surface of the ground, and shall not be erected until the quality, style, color and design shall have been first approved by the Declarant or the

Cypress Springs Owners Association, Inc. ("Association"). No fence, wall or other enclosure shall be erected, placed or constructed forward of the minimum set back line of any house constructed on any Lot and, in the case of a corner Lot, no fence shall be constructed forward of the side lot set back line. No chain link fence shall be permitted.

H. Pets. No animals, livestock or poultry or any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

I. Lawns, Landscaping and Maintenance: All improved Lots shall be fully planted with grass or other suitable ground cover approved by the Declarant, including the area between the front lot line and the paved portion of any right of way upon which said Lot abuts, except for necessary driveways and parking areas. No stone, gravel or concrete shall be used as a lawn, except in an incidental decorative manner. Each owner shall be responsible for and shall maintain all landscaping, grass, driveways, parking areas, structure and grounds located on each Lot in good condition and repair and in a neat and attractive manner. In the event that any lawn, including without limitation lawns abutting the lake, shall not be properly maintained in a neat and orderly manner, after giving written notice to the owner, the Association is empowered to do such maintenance and the cost thereof shall be assessed against the owner thereof which may be enforced as provided in the Declaration.

J. Common Property: The Common Property shall be used only for the purpose for which it is intended in furnishing of services and facilities for the enjoyment of the Owners. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed on, or removed from the Common Property.

K. Window Coverings: All drapes, blinds, shutters or other window coverings shall appear white or off-white from the exterior for all lots backing onto any lake.

L. Garages: All garages shall be used exclusively for the passive storage of automobiles and other materials. Garages shall not be converted into living areas nor screened for use other than aforesaid. Garage doors shall remain closed at all time except during ingress and egress from the garage. (Insert any restrictions on garages and/or carports.)

M. Additions to Improvements: Any additions, modifications or improvements to the dwellings constructed upon the Lots must be approved by the Cypress Springs Owners Association, Inc. and without limiting any other conditions which the Cypress Springs Owners Association, Inc. shall require, that all exposed concrete block portions of such improvements shall have a plaster coat and be painted to harmonize with the color scheme of such improvement.

4. Assessment Designation: The Lots subject to this Supplemental Declaration shall be deemed Single Family Residential Lots as defined in the Declaration and shall be assessed and otherwise considered to be Single Family Residential Lots under the Declaration.

5. Amendments or Additional Restrictions: The Declarant reserves and shall have the sole right (a) to amend this Supplemental Declaration with respect to Lots still owned by it at the time of the amendment, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained; (b) to amend this Supplemental Declaration for the purpose of curing any ambiguity in or any

inconsistency between the provisions contained herein; (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Lot which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any Lot from any part of the covenants and restrictions which have been violated (including, without limited the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Declarant or the Association in its judgment, determines such violation to be a minor or insubstantial violation. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

6. Legal Action on Violation: If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Declarant or the Association owning any Lot:

(1) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions,

(2) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restriction, for the purpose of preventing or enjoining all or any such violations or attempted violations.

(3) If the violation is a failure by the owner to perform maintenance, or to make repairs or restoration required hereunder or under the Declaration after being given written notice and a period within which to cure, the Association is empowered to perform such maintenance or repairs and to assess the costs therefor against the Owner of the Lot and the Lot. If the Owner fails to pay such costs, the Association hereby creates a lien right against the Lot which may be enforced in the manner set forth in the Declaration.

The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot Owners found in violation of these restrictions shall be obliged to pay attorney's fee to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more of any part of one shall in no way impair the validity of the remaining restrictions or part thereof.

IN WITNESS WHEREOF, the Declarant sets its hand and seal on the date first above written.

Witnesses

Joseph E. Campisi
Suzanne Brunette
As to Gulfstream

GULFSTREAM COMMUNITIES
By Gulfstream Development Corp., joint venturer,

By [Signature]
Its President

[CORPORATE SEAL]

By Ryan Homes, Inc., joint venturer

Thomas R. Gillette III
Alan R. Clark
As to Ryan

By Joseph M. Cartwright
Its President

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of July 1986 by J. Thomas Gillette III, the Vice President of Gulfstream Development Corp., a Florida corporation, as partner of Gulfstream Communities, a Florida general partnership, on behalf of the partnership.

Elaine J. King
Notary Public
State of Florida

My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Sept. 20, 1987
Bonded by Transamerica Insurance Co.

STATE OF GEORGIA
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 9th day of July 1986 Joseph M. Cartwright, the VICE President of by Ryan Homes, Inc., a Pennsylvania corporation, as partner of Gulfstream Communities, a Florida general partnership, on behalf of the partnership.

Barbara A. Black
Notary Public
State of Florida GEORGIA

My Commission Expires

Notary Public, Georgia, State at Large
My Commission Expires Feb. 7, 1989

EXHIBIT "A"

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 31'52" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 5, A DISTANCE OF 916.74 FEET; THENCE LEAVING SAID NORTH LINE, RUN SOUTH 00 DEGREES 28'08" WEST 239.40 FEET; THENCE SOUTH 18 DEGREES 15'42" WEST 102.96 FEET; THENCE SOUTH 46 DEGREES 08'17" WEST 104.07 FEET; THENCE SOUTH 07 DEGREES 47'32" EAST 248.16 FEET; THENCE NORTH 80 DEGREES 05'46" WEST 250.00 FEET; THENCE SOUTH 00 DEGREES 05'47" WEST 113.00 FEET; THENCE SOUTH 28 DEGREES 15'22" WEST 51.92 FEET; THENCE SOUTH 13 DEGREES 17'45" WEST 100.00 FEET; THENCE NORTH 75 DEGREES 35'49" WEST 140.00 FEET; THENCE NORTH 89 DEGREES 54'13" WEST 140.00 FEET; THENCE SOUTH 78 DEGREES 55'03" WEST 57.75 FEET; THENCE SOUTH 55 DEGREES 17'09" WEST 50.20 FEET; THENCE SOUTH 26 DEGREES 12'49" WEST 50.20 FEET; THENCE SOUTH 02 DEGREES 25'41" WEST 57.10 FEET; THENCE SOUTH 09 DEGREES 21'36" EAST 430.00 FEET; THENCE SOUTH 09 DEGREES 45'37" EAST 98.16 FEET; THENCE SOUTH 01 DEGREES 10'04" EAST 82.02 FEET; THENCE SOUTH 08 DEGREES 43'24" WEST 82.02 FEET; THENCE SOUTH 16 DEGREES 16'44" WEST 82.02 FEET; THENCE SOUTH 26 DEGREES 38'24" WEST 107.62 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 604.77 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 51 DEGREES 20'42" EAST RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 86.09 FEET; THROUGH A CENTRAL ANGLE OF 08 DEGREES 09'23" TO A POINT; THENCE RUN SOUTH 46 DEGREES 48'41" WEST 120.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 484.78 FEET; THENCE FROM A TANGENT BEARING OF NORTH 43 DEGREES 11'19" WEST RUN WESTERLY ALONG THE ARC OF SAID CURVE 501.59 FEET THROUGH A CENTRAL ANGLE OF 59 DEGREES 17'00" TO THE POINT OF TANGENCY; THENCE SOUTH 77 DEGREES 31'41" WEST 660.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00'00"; THENCE SOUTH 77 DEGREES 31'41" WEST 30.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF DEAN ROAD (ORANGE COUNTY ROAD PROJECT NO. 21); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE OF DEAN ROAD THE FOLLOWING COURSES: NORTH 12 DEGREES 28'19" WEST 1025.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1880.08 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 411.97 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 33'18" TO THE POINT OF TANGENCY; THENCE NORTH 00 DEGREES 04'59" EAST 501.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 11,429.20 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE 112.43 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 33'49" TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF AFORESAID SECTION 5; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF DEAN ROAD RUN SOUTH 89 DEGREES 47'42" EAST ALONG SAID NORTH LINE 1289.30 FEET TO THE POINT OF BEGINNING.

RECORDED & RETURNED

Thomas H. Parker
County Commissioner, Orange Co., FL

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
CYPRESS SPRINGS UNIT II

THIS SUPPLEMENTAL DECLARATION is made this 16th day of July, 1987 by Gulfstream Communities, ("Declarant").

RECITALS:

A. Declarant is the owner of a certain parcel of real property located in Orange County, Florida, more fully described on Exhibit A attached hereto and made a part hereof ("Property").

B. Pursuant to the provisions of that certain Cypress Springs Declaration of Covenants, Conditions and Restrictions recorded in Official Records Volume 3813, page 3500 of the public records of Orange County, Florida as amended ("Declaration"), Declarant is authorized to annex certain property to the covenants, conditions and restrictions of the Declaration.

C. The Property is a portion of the land more fully described on Exhibit B of the Declaration which the Declarant has the right to annex and subject to the Declaration. Declarant desires to subject the Property to the Declaration and to subject the Property to additional covenants as more fully set forth herein.

NOW, THEREFORE in consideration of the premises, the Declarant hereby declares:

1. The Property is hereby subjected to all terms and conditions of the Declaration, and the Property constitutes additional property which is to be deemed for all purposes to constitute "Properties" as set forth in the Declaration. The Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions as set forth in the Declaration which are for the purpose of protecting the value and desirability of all the land which from time to time shall constitute subdivisions within the planned community known as "Cypress Springs" and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

2. All definitions set forth in the Declaration are hereby incorporated herein as if fully set forth. References to "Lots" herein shall mean and refer to the lots as shown on the plat of the Property.

3. In addition to the covenants, conditions and restrictions contained in the Declaration the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions:

A. Land Use and Building Type: No Lot shall be used except for residential purposes. No improvement shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height.

B. Minimum Dwelling Size: The floor area of living space in the main structure on each Lot, shall not be less than 1,000 square feet of heated and air conditioned area for a one-story dwelling and 1,200 square feet for a two-story dwelling with a minimum of 800 square feet on the ground floor. For purposes of determining the amount of living space in any dwelling, porches and garages shall not be included in the computation of the number of square feet of living space.

RETURN TO: CLERK OF THE ORANGE COUNTY COMMISSION - 5TH FL COUNTY ADMIN. BLDG. - AURORA

Rec Fee \$ 25.00 THOMAS H. LOCKER, 1
Add Rec \$ 3.50 Orange County
Doc Tax \$ _____ Comptroller
Int Tax \$ _____ By Kick
Total \$ 28.50 Deputy Clerk

C. Resubdivision and Replatting: Declarant reserves the right to resubdivide or replat one or more Lots shown on said plat for any purposes whatsoever, including right-of-ways for road purposes and easements, provided that no residence shall be erected upon, or any resident allowed to occupy said replatted or resubdivided Lot or fractional part of parts thereof, having an area less than 6,000 square feet and the restrictions herein contained shall apply to each Lot as replatted or resubdivided except any Lot or Lots resubdivided for road purposes or easements.

D. Building Location:

(a) All buildings shall be located within the setback lines as shown on the plat of this subdivision.

(b) For the purposes of this subparagraph, corner Lots shall be deemed to front on the street where the Lot has the shortest dimension unless such dimension is on main arterial road serving all of Cypress Springs, in which case the Lot shall be deemed to front on the street where the Lot has the next shortest dimension.

(c) Further, for the purposes of this paragraph, eaves, steps, terraces, walls, fences and open patios shall not be considered as part of a dwelling, provided however, that this shall not be construed to permit any portion of a dwelling on a Lot to encroach upon another Lot.

E. Easements: Declarant reserves nonexclusive, perpetual and fully transferable easements for installation and maintenance of drainage facilities, ditches and courses and for access in connection therewith, over easements shown on the recorded plat, and over a five-foot strip along each interior side lot line of each Lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Provided, however, driveways, sidewalks, and fences providing access to the dwelling are hereby permitted to transverse such easements. The easement areas of each Lot and all improvements on them shall be maintained continuously by the owner of the Lot, except for utility or drainage installations or improvements for which a public authority or utility company is responsible.

"Utilities" includes, without limitation, water lines, sanitary sewers, storm drains, courses and ditches, gas, electric and telephone lines, cable television lines, cables and conduits placed or operated by any special improvement and taxing district or any other public agency or private utility company. The Declarant, in reserving the aforesaid easements for utilities and drainage facilities does not assume any obligation or responsibility for the maintenance of such utilities and facilities.

F. Access to Lots: Access by motor vehicles shall not be permitted except as provided by a standard driveway which may not be constructed from a main arterial road directly to any Lot. A standard driveway shall be constructed of concrete only.

G. Fences: No fence or wall shall be erected nor hedge shall be maintained higher than six feet (except as may be required in Protective Screening and Planting areas as more fully set forth in the Declaration) from the normal surface of the ground, and shall not be erected until the quality, style, color and design shall have been first approved by the Declarant or the Cypress Springs Owners Association, Inc. ("Association").

No fence, wall or other enclosure shall be erected, placed or constructed forward of the minimum set back line of any house constructed on any Lot and, in the case of a corner Lot, no fence shall be constructed forward of the side lot set back line. No chain link fence shall be permitted.

H. Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

I. Lawns, Landscaping and Maintenance: All improved Lots shall be fully planted with grass or other suitable ground cover approved by the Declarant, including the area between the front lot line and the paved portion of any right of way upon which said Lot abuts, except for necessary driveways and parking areas. No stone, gravel or concrete shall be used as a lawn, except in an incidental decorative manner. Each owner shall be responsible for and shall maintain all landscaping, grass, driveways, parking areas, structure and grounds located on each Lot in good condition and repair and in a neat and attractive manner. In the event that any lawn, including without limitation lawns abutting the lake, shall not be properly maintained in a neat and orderly manner, after giving written notice to the owner, the Association is empowered to do such maintenance and the cost thereof shall be assessed against the owner thereof which may be enforced as provided in the Declaration.

J. Common Property: The Common Property shall be used only for the purpose for which it is intended in furnishing of services and facilities for the enjoyment of the Owners. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed on, or removed from the Common Property.

K. Window Coverings: All drapes, blinds, shutters or other window coverings shall appear white or off white from the exterior for all lots backing onto any lake.

L. Garages: All garages shall be used exclusively for the passive storage of automobiles and other materials. Garages shall not be converted into living areas nor screened for use other than aforesaid. Garage doors shall remain closed at all time except during ingress and egress from the garage.

M. Additions to Improvements: Any additions, modifications or improvements to the dwellings constructed upon the Lots must be approved by the Cypress Springs Owners Association, Inc. and without limiting any other conditions which the Cypress Springs Owners Association, Inc. shall require, that all exposed concrete block portions of such improvements shall have a plaster coat and be painted to harmonize with the color scheme of such improvement.

4. Assessment Designation: The Lots subject to this Supplemental Declaration shall be deemed Single Family Residential Lots as defined in the Declaration and shall be assessed and otherwise considered to be Single Family Residential Lots under the Declaration.

5. Amendments or Additional Restrictions: The Declarant reserves and shall have the sole right (a) to amend this Supplement Declaration with respect to Lots still owned by it at the time of the amendment, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained; (b) to amend this Supplemental Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein;

(c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Lot which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any Lot from any part of the covenants and restrictions which have been violated (including, without limited the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Declarant or the Association in its judgment, determines such violation to be a minor or insubstantial violation. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

6. Legal Action on Violation: If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Declarant, Association, or Owner of any Lot:

(1) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions,

(2) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restriction, for the purpose of preventing or enjoining all or any such violations or attempted violations.

(3) if the violation is a failure by the owner to perform maintenance, or to make repairs or restoration required hereunder or under the Declaration after being given written notice and a period within which to cure, the Association is empowered to perform such maintenance or repairs and to assess the costs therefor against the Owner of the Lot and the Lot. If the Owner fails to pay such costs, the Association hereby creates a lien right against the Lot which may be enforced in the manner set forth in the Declaration.

The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot Owners found in violation of these restrictions shall be obliged to pay attorney's fee to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more of any part of one shall in no way impair the validity of the remaining restrictions or part thereof.

IN WITNESS WHEREOF, the Declarant sets its hand and seal on the date first above written.

Witnesses

Irma L. Fenarini
Chad A. Jones
As to Gulfstream

GULFSTREAM COMMUNITIES
By Gulfstream Development Corp., joint venturer

By Philip A. Borsong
Its Vice - President
(CORPORATE SEAL)

Thomas R. Pate
Steven S. Cheep
As to Ryan Homes, Inc.

By Ryan Homes, Inc., joint venturer

By Joseph M. Cartwright
Its Vice - President
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of July, 1987 by PHILIPA BORSONG, the VICE President of Gulfstream Development Corp., a Florida corporation, as partner of Gulfstream Communities, a Florida general partnership, on behalf of the partnership.

Irma L. Fenarini
Notary Public
State of Florida
My Commission Expires
Notary Public, State of Florida at Large
My Commission Expires March 18, 1991
Bonded thru Huckleberry & Associates

STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 10th day of July, 1987 by Joseph M. Cartwright the VICE President of Ryan Homes, Inc., a Pennsylvania corporation, as partner of Gulfstream Communities, a Florida general partnership, on behalf of the partnership.

Barbara H. Black
Notary Public
State of Georgia
My Commission Expires
Notary Public, Georgia, State at Large
My Commission Expires Feb. 7, 1989

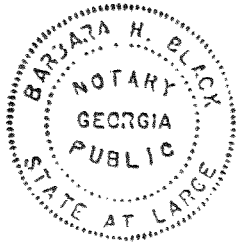


EXHIBIT A
DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 5, RUN S89°32'36"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 916.74 FEET TO THE NORTHEAST CORNER OF LOT 51 OF CYPRESS SPRINGS UNIT ONE, PER PLAT BOOK 18, PAGES 25 & 26 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE CONTINUE S89°32'36"E ALONG SAID NORTH LINE A DISTANCE OF 569.03 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°27'24"W A DISTANCE OF 816.70 FEET; THENCE S06°22'50"W A DISTANCE OF 499.51 FEET; THENCE S85°58'16"W, A DISTANCE OF 411.51 FEET; THENCE N02°29'37"E A DISTANCE OF 76.34 FEET; THENCE S08°32'07"E, A DISTANCE OF 71.35 FEET; THENCE S10°07'03"E A DISTANCE OF 140.00 FEET; THENCE S04°36'49"E, A DISTANCE OF 87.09 FEET; THENCE S06°55'14"W, A DISTANCE OF 88.19 FEET; THENCE S15°58'56"W, A DISTANCE OF 87.99 FEET; THENCE S25°16'30"W, A DISTANCE OF 92.28 FEET; THENCE S58°05'14"E, A DISTANCE OF 260.00 FEET; THENCE S06°06'29"W, A DISTANCE OF 230.50 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A CENTRAL ANGLE OF 02°50'10" AND A RADIUS OF 464.71 FEET; THENCE FROM A TANGENT BEARING OF N87°10'34"W, RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.00 FEET TO THE POINT OF TANGENCY; THENCE S89°59'16"W, A DISTANCE OF 410.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 46°48'41" AND A RADIUS OF 283.43 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 215.23 FEET; THENCE DEPARTING SAID CURVE, RUN S46°47'57"W, A DISTANCE OF 120.00 FEET; THENCE N43°12'03"W, A DISTANCE OF 600.00 FEET TO A POINT ON THE EASTERLY BOUNDARY OF CYPRESS SPRINGS UNIT ONE, AS RECORDED IN PLAT BOOK 18, PAGES 25 AND 26, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID EASTERLY BOUNDARY LINE: N46°47'57"E, A DISTANCE OF 120.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 08°09'23" AND A RADIUS OF 604.78 FEET; THENCE FROM A TANGENT BEARING OF N43°12'03"W, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 86.09 FEET; THENCE DEPARTING SAID CURVE, RUN N26°37'40"E, A DISTANCE OF 107.62 FEET; THENCE N16°16'00"E, A DISTANCE OF 82.02 FEET; THENCE N08°42'40"E, A DISTANCE OF 82.02 FEET; THENCE N01°09'20"E, A DISTANCE OF 82.02 FEET; THENCE N09°46'21"W, A DISTANCE OF 98.18 FEET; THENCE N09°22'20"W, A DISTANCE OF 430.00 FEET; THENCE N02°24'57"E, A DISTANCE OF 57.10 FEET; THENCE N26°12'05"E, A DISTANCE OF 50.20 FEET; THENCE N55°18'25"E, A DISTANCE OF 50.20 FEET; THENCE N78°54'19"E, A DISTANCE OF 57.75 FEET; THENCE S89°54'57"E, A DISTANCE OF 140.00 FEET; THENCE S75°36'33"E, A DISTANCE OF 140.00 FEET; THENCE N13°17'01"E, A DISTANCE OF 100.00 FEET; THENCE N28°14'38"E, A DISTANCE OF 51.92 FEET; THENCE N00°05'00"E, A DISTANCE OF 113.00 FEET; THENCE S80°08'30"E, A DISTANCE OF 250.00 FEET; THENCE N07°48'16"W A DISTANCE OF 248.18 FEET; THENCE N46°07'33"E, A DISTANCE OF 104.07 FEET; THENCE N18°14'58"E, A DISTANCE OF 102.88 FEET; THENCE N00°27'24"E, A DISTANCE OF 239.40 FEET TO THE POINT OF BEGINNING.
CONTAINING THEREIN 46.716 ACRES MORE OR LESS.

RECEIVED & RECEIVED HERE BY

Thomas H. Laska
County Comptroller, Orange Co., FL

DEC 19 1988

This Instrument Was Prepared By:
JILL STEINBERG SCHWARTZ, ATTY.
BROAD AND CASSEL
Maitland Center - Fourth Floor
1051 Winderley Place
Maitland, Florida 32751

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
CYPRESS SPRINGS UNIT III

THIS SUPPLEMENTAL DECLARATION is made this 17th day of ~~December~~, 1988 by Gulfstream Communities ("Declarant").
November

RECITALS: 3155699 ORANGE CO. FL.
03:50:20PM 12/29/88

A. Declarant is the owner of a certain parcel of real property located in Orange County, Florida, more fully described on Exhibit A attached hereto and made a part hereof ("Property").

B. Pursuant to the provisions of that certain Cypress Springs Declaration of Covenants, Conditions and Restrictions recorded in Official Records Volume 3813, page 3500, of the Public Records of Orange County, Florida, as amended ("Declaration"), Declarant is authorized to annex certain property to the covenants, conditions and restrictions of the Declaration.

C. The Property is a portion of the land more fully described on Exhibit B of the Declaration which the Declarant has the right to annex and subject to the Declaration. Declarant desires to subject the Property to the Declaration and to subject the Property to additional covenants as more fully set forth herein.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. The Property is hereby subjected to all terms and conditions of the Declaration, and the Property constitutes additional property which is to be deemed for all purposes to constitute "Properties" as set forth in the Declaration. The Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions as set forth in the Declaration which are for the purpose of protecting the value and desirability of all the land which from time to time shall constitute subdivisions within the planned community known as "Cypress Springs" and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

2. All definitions set forth in the Declaration are hereby incorporated herein as if fully set forth. References to "Lots" herein shall mean and refer to the lots as shown on the plat of the Property.

3. Tracts A, B, C, D, E1, E2, F and Tracts I, L, M, N in Cypress Springs, Unit III, Phase I, Plat Book 22, Pages 126-128 and Tract A in Cypress Springs, Unit III, Phase II, Plat Book 22, Pages 129-130 shall be owned and maintained by the Cypress Springs Owners Association, Inc. ("Association"). Tracts A, B, C, D, E1, E2 and F, Cypress Springs, Unit III, Phase I are designated for landscaping, walls and signage, as shown on the plat of the Property. Tracts I, L, M and N, Cypress Springs, Unit III, Phase I and Tract A, Cypress Springs, Unit III, Phase II are designated conservation areas, as shown on the plat of the Property. Development rights and drainage easements over the conservation areas, Tracts I, L, M and N, Cypress Springs, Unit III, Phase I and Tract A, Cypress Springs, Unit III, Phase II are dedicated to Orange County as shown on the plat of the Property.

4. In addition to the covenants, conditions and restrictions contained in the Declaration, the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions:

THOMAS H. LOCKER,
Orange County
Comptroller
By [Signature]
Deputy Clerk

Rec Fee \$
Add Rec \$
Doc Tax \$
Int Tax \$
Total \$

RECORDING OFFICE - OCC - 5th FLOOR - MARTIN LUTHER KING, JR. BLDG.

OR 404 / PG 1 982

(a) Land Use and Building Type: No Lot shall be used except for residential purposes. No improvement shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not less than two cars, and a utility shed not visible from any street. All dwellings are required to have a garage, and no dwelling shall be permitted to have a carport. No dwelling shall have exposed block walls above grade - stucco coating must be applied - paint only will not be acceptable.

(b) Minimum Dwelling Size: In Lots 38 through 52, the floor area of living space in the main structure, shall not be less than 1,800 square feet for a one-story dwelling, nor less than 1,900 square feet for a dwelling of more than one story with a minimum of 1,200 square feet on the ground floor. In Lots 1 through 37 and in Lots 53 through 164, the floor area of living space in the main structure on each Lot shall not be less than 1,000 square feet of heated and air-conditioned area for a one-story dwelling and 1,200 square feet for a two-story dwelling with a minimum of 800 square feet on the ground floor. For purposes of determining the amount of living space in any dwelling, porches and garages shall not be included in the computation of the number of square feet of living space.

(c) Resubdivision and Replatting: Declarant reserves the right to resubdivide or replat one or more Lots shown on said plat for any purposes whatsoever, including right-of-ways for road purposes and easements, provided that no residence shall be erected upon, or any resident allowed to occupy said replatted or resubdivided Lot or fractional part or parts thereof, having an area less than 4,500 square feet in Lots 1 through 37, and Lots 53 through 164, and 7,500 square feet in Lots 38 through 52 and the restrictions herein contained shall apply to each Lot as replatted or resubdivided except any Lot or Lots resubdivided for road purposes or easements.

(d) Building Location:

(i) All buildings shall be located within the set back lines as shown on the plat of this subdivision.

(ii) For the purpose of this subparagraph, corner Lots shall be deemed to front on the street where the Lot has the shortest dimension unless such dimension is on the main arterial road serving all of Cypress Springs, in which case the Lot shall be deemed to front on the street where the Lot has the next shortest dimension.

(iii) Further, for the purposes of this paragraph, eaves, steps, terraces, walls, fences and open patios shall not be considered as part of a dwelling, provided however, that this shall not be construed to permit any portion of a dwelling on a Lot to encroach upon another Lot.

(e) Easements: Declarant reserves nonexclusive, perpetual and fully transferable easements for installation and maintenance of drainage facilities, ditches and courses and for access in connection therewith, over easements shown on the recorded plat, and over a five-foot strip along each interior side lot line of each Lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Provided, however, driveways, sidewalks, and fences providing access to the dwelling are hereby permitted to transverse such easements. The easement areas of each Lot and all improvements on them shall be maintained continuously by the owner of the Lot, except for utility or drainage installations or improvements for which a public authority or utility company is responsible.

"Utilities" includes, without limitation, water lines, sanitary sewers, storm drains, courses and ditches, gas, electric and telephone lines, cable television lines, cables and conduits placed or operated by any special improvement and taxing district or any other public agency or private utility company. The Declarant, in reserving the aforesaid easements for utilities and drainage facilities does not assume any obligation or responsibility for the maintenance of such utilities and facilities.

(f) Access to Lots: Access by motor vehicles shall not be permitted except as provided by a standard driveway which may not be constructed from a main arterial road directly to any Lot. A standard driveway shall be constructed of concrete only. Residents and their invitees shall be permitted to park any and all vehicles in the standard driveway however, said persons are prohibited from parking any and all vehicles in the yard area surrounding their residence.

(g) Fences: No fence or wall shall be erected nor hedge shall be maintained higher than six feet (except as may be required in Protective Screening and Planting areas as more fully set forth in the Declaration) from the normal surface of the ground, and shall not be erected until the quality, style, color and design shall have been first approved by the Declarant or the Association. No fence, wall or other enclosure shall be erected, placed or constructed on any Lot, and in the case of a corner Lot, along a line projected to the rear of the Lot from the side of the dwelling nearest the side street. No chain link fence shall be permitted.

(h) Oil and Mining Operation: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in, or under any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

(i) Pets: No animals, livestock or poultry or any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

(j) Commercial Trucks, Trailers and Boats: In order to maintain the standards of the Properties with respect to residential appearance, no trucks or commercial vehicles, boats, house trailers, boat trailers, or trailers of every other description, shall be permitted to be parked or to be stored at any place on any Lot, except in a garage, or except during periods of approved construction on any Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial and utility service vehicles, such as for pick-up, delivery, maintenance and other commercial utility services, or to the storage of a single boat in the rear yard of any Lot, provided that such boat is not visible from that portion of the front lot line of any Lot between the two side lines of the dwelling thereon as extended to the front lot line.

(k) Sight Distance at Intersection: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is

maintained at sufficient height to prevent obstruction of such sight lines.

(l) Well Limitation; Water Supply: The central water supply system operated by the Utility company having a franchise for providing water to the Property covered by this Supplemental Declaration, its successors and assigns, shall be used as the sole source of potable water. Each Owner, at his expense, shall connect his water lines to the water distribution main provided to serve the Owner's Lot and shall pay the connection fee (if any) and water meter charges established by the utility company.

Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that prior to excavation and installation of such shallow well, the Owner shall perform the following:

(i) Obtain, at the Owner's cost and expense, all necessary permits for the well.

(ii) Notify the applicable utility company of the Owner's intent to install a shallow well.

(iii) Shall obtain a chemical analysis of the water at an approved laboratory.

(iv) Submit the plans and specifications for such well to the Declarant for so long as it is the Class C Member and thereafter to the Association for its approval as to the well system's compliance with the architectural standards established by the Association.

(v) Install and operate such devices as are necessary from time to time to assure that no water from the well system contaminates the potable water system.

(vi) Assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage and to inhibit further damage immediately upon discovery of such injury or damage.

(vii) Agree to indemnify and hold the Declarant, the applicable utility company and their respective successors or assigns harmless from all suits claims, losses or damages for personal injuries or property damage arising from or in connection with the installation and operation of such a well, including the cost of the legal defense of such claims, unless caused by the gross negligence or willful misconduct of the Declarant or applicable utility company or their successors or assigns.

(m) Sewage Disposal: Each Owner, at his expense, shall connect his sewage disposal line to the sewage collection line provided to serve that Owner's Lot so as to comply with the requirements of such sewage collection and disposal service of the utility company having a franchise for providing sewage disposal from the area covered by this Declaration, or its successors or assigns. After such connection, each Owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service. No septic tank or other private sewage disposal unit shall be installed or maintained on any Lot.

(n) Lawns, Landscaping and Maintenance: All improved Lots shall be fully planted with grass or other suitable ground cover approved by the Declarant, including the area between the front lot line and the paved portion of any right-of-way upon which said Lot abuts, except for necessary driveways and parking areas. No stone, gravel or concrete shall be used as a lawn,

except in an incidental decorative manner. Each owner shall be responsible for and shall maintain all landscaping, grass, driveways, parking areas, structure and grounds located on each Lot in good condition and repair and in a neat and attractive manner. In the event that any lawn, including without limitation lawns abutting the lake, shall not be properly maintained in a neat and orderly manner, after giving written notice to the owner, the Association is empowered to do such maintenance and the cost thereof shall be assessed against the owner thereof which may be enforced as provided in the Declaration.

(o) Maintenance Areas: Certain lots described in this Supplemental Declaration are subject to an easement for water which form lake areas within the Property ("Maintenance Areas"). In connection with such Maintenance Areas the following covenants and restrictions shall apply:

(i) Maintenance:

(1) The Declarant, for so long as there is a Class C Membership, shall have the sole and absolute right, but no obligation, to control the surface water level of the Maintenance Area and no Owner shall draw water from the Maintenance Area without the Declarant's prior consent, which may be withheld in its discretion.

(2) The Association shall be responsible for the maintenance and operation of the Maintenance Area including without limitation, the control of the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such Maintenance Areas, the quality of the water contained within the Maintenance Areas, and the maintenance of such grass or plantings from the top of the bank to the water's edge.

(3) The Owner shall be required to maintain such plantings, grass or other lateral support to prevent erosion of the embankment to the top of the bank. The height, grade and contour of the embankment shall not be changed without the prior consent of the Declarant for so long as it is a Class C Member and thereafter the Association shall give its consent.

(ii) Restrictions on Maintenance Areas: With respect to any Maintenance Area now existing or which may hereafter be created within the Property, no Owner shall:

(1) Pump or otherwise remove any water from such Maintenance Area for the purpose of irrigation or otherwise.

(2) Place rocks, stones, trash, garbage, untreated sewage, rubbish, debris, ashes, or other refuse in such Maintenance Area.

(3) Construct, place, maintain therein or thereon any docks, piers, bulkheads, or other similar facility, without the prior approval of the Declarant for so long as there is a Class C Membership and thereafter subject to the approval of the Association.

(4) Fish with the use of nets or any other trap or spear.

(5) Operate or maintain thereon any gas or diesel driven vehicles except those which may be used for maintenance.

(p) Common Property: The Common Property shall be used only for the purpose for which it is intended in furnishing of services and facilities for the enjoyment of the Owners. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed on, or removed from the Common Property.

(q) Window Coverings: All drapes, blinds, shutters or other window coverings shall appear white or off-white from the exterior of all Lots backing onto any lake.

(r) Garages: All garages shall be used exclusively for the passive storage of automobiles and other materials. No garage shall be partially or fully enclosed and or incorporated into the heated and/or cooled living space of a dwelling. Garage doors shall remain closed at all times except during ingress and egress from the garage.

(s) Additions to Improvements: Any additions, modifications or improvements to the dwellings constructed upon the Lots must be approved by the Cypress Springs Owners Association, Inc. Architectural Review Board and without limiting any other conditions which the Cypress Springs Owners Association, Inc. Architectural Review Board shall require, that all exposed concrete block portions of such improvements shall have a plaster coat and be painted to harmonize with the color scheme of such improvement.

5. Assessment Designation: The Lots subject to this Supplemental Declaration shall be deemed Single Family Residential Lots as defined in the Declaration and shall be assessed and otherwise considered to be Single Family Residential Lots under the Declaration.

6. Amendments or Additional Restrictions: The Declarant reserves and shall have the sole right (a) to amend this Supplemental Declaration with respect to Lots still owned by it at the time of the amendment, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained; (b) to amend this Supplemental Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Lot which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any Lot from any part of the covenants and restrictions which have been violated (including, without limitations, the foregoing violations of building restriction lines and provisions hereof relating thereto) if the Declarant or the Association in its judgment, determines such violation to be a minor or insubstantial violation. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

7. Legal Action on Violation: If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Declarant or the Association owning any Lot:

(a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions;

(b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restriction, for the purpose of preventing or enjoining all or any such violations or attempted violations;

(c) if the violation is a failure by the owner to perform maintenance, or to make repairs or restoration required hereunder or under the Declaration after being given written notice and a period within which to cure, the Association is

empowered to perform such maintenance or repairs and to assess the costs therefor against the Owner of the Lot and the Lot. If the Owner fails to pay such costs, the Association hereby creates a lien right against the Lot which may be enforced in the manner set forth in the Declaration.

The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot Owners found in violation of these restrictions shall be obliged to pay an attorney's fee to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more of any part of one shall in no way impair the validity of the remaining restrictions or part thereof.

IN WITNESS WHEREOF, the Declaration sets its hand and seal on the date first above written.

Witnesses:

GULFSTREAM COMMUNITIES, a
Florida general partnership

By: RYAN HOMES, INC., a
Pennsylvania corporation
A General Partner

Oil... [Signature]
Deborah... [Signature]

By: *Joseph M. Cartwright*
JOSEPH M. CARTWRIGHT
Its Vice President

(CORPORATE SEAL)

STATE OF Florida

OR 4041 PG 1988

COUNTY OF Orange

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared JOSEPH M. CARTWRIGHT, the Vice President of RYAN HOMES, INC., a Pennsylvania corporation, a General Partner of GULFSTREAM COMMUNITIES, a Florida general partnership, to me known to be the person described in and who after being duly sworn, executed the foregoing instrument for the purposes mentioned therein.

WITNESS my hand and official seal in the county and state last aforesaid this 17th day of November, 1988.

Deborah... [Signature]
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE
MY COMMISSION EXPIRES MAR. 17, 1992
BONDED THRU AGENT'S NOTARY SPOKERAGE

EXHIBIT "A"

Legal Description

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 31'52" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 5, A DISTANCE OF 916.74 FEET; THENCE LEAVING SAID NORTH LINE, RUN SOUTH 00 DEGREES 28'08" WEST 239.40 FEET; THENCE SOUTH 18 DEGREES 15'42" WEST 102.86 FEET; THENCE SOUTH 46 DEGREES 08'17" WEST 104.07 FEET; THENCE SOUTH 07 DEGREES 47'32" EAST 248.16 FEET; THENCE NORTH 80 DEGREES 05'46" WEST 250.00 FEET; THENCE SOUTH 00 DEGREES 05'47" WEST 113.00 FEET; THENCE SOUTH 28 DEGREES 15'22" WEST 51.92 FEET; THENCE SOUTH 13 DEGREES 17'45" WEST 100.00 FEET; THENCE NORTH 75 DEGREES 35'49" WEST 140.00 FEET; THENCE NORTH 89 DEGREES 54'13" WEST 140.00 FEET; THENCE SOUTH 78 DEGREES 55'03" WEST 57.75 FEET; THENCE SOUTH 55 DEGREES 17'09" WEST 50.20 FEET; THENCE SOUTH 26 DEGREES 12'49" WEST 50.20 FEET; THENCE SOUTH 02 DEGREES 25'41" WEST 57.10 FEET; THENCE SOUTH 09 DEGREES 21'36" EAST 430.00 FEET; THENCE SOUTH 09 DEGREES 45'37" EAST 98.16 FEET; THENCE SOUTH 01 DEGREES 10'04" EAST 82.02 FEET; THENCE SOUTH 08 DEGREES 43'24" WEST 82.02 FEET; THENCE SOUTH 16 DEGREES 16'44" WEST 82.02 FEET; THENCE SOUTH 26 DEGREES 38'24" WEST 107.62 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 604.77 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 51 DEGREES 20'42" EAST RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 86.09 FEET; THROUGH A CENTRAL ANGLE OF 08 DEGREES 09'23" TO A POINT; THENCE RUN SOUTH 46 DEGREES 48'41" WEST 120.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 484.78 FEET; THENCE FROM A TANGENT BEARING OF NORTH 43 DEGREES 11'19" WEST RUN WESTERLY ALONG THE ARC OF SAID CURVE 501.59 FEET THROUGH A CENTRAL ANGLE OF 59 DEGREES 17'00" TO THE POINT OF TANGENCY; THENCE SOUTH 77 DEGREES 31'41" WEST 660.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00'00"; THENCE SOUTH 77 DEGREES 31'41" WEST 30.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF DEAN ROAD (ORANGE COUNTY ROAD PROJECT NO. 21); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE OF DEAN ROAD THE FOLLOWING COURSES: NORTH 12 DEGREES 28'19" WEST 1025.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1880.08 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 411.97 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 33'18" TO THE POINT OF TANGENCY; THENCE NORTH 00 DEGREES 04'59" EAST 501.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 11,429.20 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE 112.43 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 33'49" TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF AFORESAID SECTION 5; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF DEAN ROAD RUN SOUTH 89 DEGREES 47'42" EAST ALONG SAID NORTH LINE 1289.30 FEET TO THE POINT OF BEGINNING.

OR 404 | PG 1989

EXHIBIT "B"

Legal Description

Phase I

BEGINNING AT THE NORTHEAST CORNER OF CYPRESS SPINGS, UNIT 2 AS RECORDED IN PLAT BOOK 20, PAGES 51 AND 52 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; RUN S89°32'35"E, ALONG SAID NORTH LINE A DISTANCE OF 568.41 FEET; THENCE S00°27'24"W A DISTANCE OF 240.00 FEET; THENCE S09°48'15"E A DISTANCE OF 107.68 FEET; THENCE S07°55'54"E A DISTANCE OF 50.03 FEET; THENCE S10°05'32"E A DISTANCE OF 100.00 FEET; THENCE S73°58'07"W A DISTANCE OF 46.04 FEET; THENCE S60°52'35"W A DISTANCE OF 45.95 FEET; THENCE S49°25'31"W A DISTANCE OF 194.78 FEET; THENCE S21°24'33"W A DISTANCE OF 88.44 FEET; THENCE S04°37'51"E A DISTANCE OF 170.65 FEET; THENCE N89°25'07"E A DISTANCE OF 73.42 FEET; THENCE S24°13'48"E A DISTANCE OF 54.58 FEET; THENCE S00°34'53"E A DISTANCE OF 100.00 FEET; THENCE N89°25'07"E A DISTANCE OF 415.95 FEET; TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,380.00 FEET; THENCE FROM A RADIAL BEARING OF S13°43'42"E RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°10'00" A DISTANCE OF 461.54 FEET TO A POINT; THENCE DEPARTING SAID CURVE RUN S32°53'41"E ALONG A RADIAL BEARING A DISTANCE OF 120.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,250.00 FEET; THENCE FROM SAID RADIAL BEARING RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°35'15" A DISTANCE OF 355.14 FEET TO A POINT; THENCE DEPARTING SAID CURVE RUN S01°33'33"E A DISTANCE OF 1,079.53 FEET; THENCE S52°29'15"W A DISTANCE OF 812.77 FEET; THENCE N37°30'44"W A DISTANCE OF 210.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 464.71 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°05'47" A DISTANCE OF 179.35 FEET TO A POINT; THENCE DEPARTING SAID CURVE RUN S30°22'29"W ALONG A RADIAL BEARING A DISTANCE OF 120.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 344.71 FEET; THENCE FROM SAID RADIAL BEARING RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°23'13" A DISTANCE OF 182.52 FEET TO THE POINT OF TANGENCY; THENCE S89°59'15"W A DISTANCE OF 410.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 383.43 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°48'41" A DISTANCE OF 313.27 FEET TO A POINT; THENCE DEPARTING SAID CURVE RUN N46°47'57"E ALONG A RADIAL BEARING A DISTANCE OF 120.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 293.43 FEET; THENCE FROM SAID RADIAL BEARING RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°48'41" A DISTANCE OF 215.23 FEET TO THE POINT OF TANGENCY; THENCE N89°59'16"E A DISTANCE OF 410.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 464.71 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°50'10" A DISTANCE OF 23.00 FEET TO A POINT; THENCE DEPARTING SAID CURVE RUN THENCE N05°05'29"E A DISTANCE OF 230.50 FEET; THENCE N58°05'14"W A DISTANCE OF 250.00 FEET; THENCE N25°15'30"E A DISTANCE OF 92.29 FEET; THENCE N15°55'55"E A DISTANCE OF 67.99 FEET; THENCE N06°55'14"E A DISTANCE OF 88.19 FEET; THENCE N04°35'49"W A DISTANCE OF 67.09 FEET; THENCE N10°07'03"W A DISTANCE OF 140.00 FEET; THENCE N08°52'07"W A DISTANCE OF 71.35 FEET; THENCE N02°29'37"W A DISTANCE OF 75.34 FEET; THENCE N85°55'16"E A DISTANCE OF 411.51 FEET; THENCE N06°22'50"E A DISTANCE OF 499.51 FEET; THENCE N00°27'24"E A DISTANCE OF 819.70 FEET TO THE POINT OF BEGINNING; CONTAINING THEREIN 52,783 ACRES MORE OR LESS.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY;

EXHIBIT "B"

Continued

Legal Description

Phase II

BEGINNING AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, RUN S01°33'33"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5 A DISTANCE OF 1012.08 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1380.00 FEET; THENCE DEPARTING SAID EASTERLY LINE FROM A RADIAL BEARING OF S03°14'13"E, RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°29'28" A DISTANCE OF 252.69 FEET TO A POINT, SAID POINT BEING THE EASTERLY MOST POINT OF TRACT "J", CYPRESS SPRINGS UNIT 3, PHASE I, PER PLAT BOOK 22, PAGES 126-129, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID CURVE RUN ALONG THE BOUNDARY OF SAID CYPRESS SPRINGS, UNIT 3, PHASE I THE FOLLOWING COURSES AND DISTANCES: S89°25'07"W A DISTANCE OF 415.95 FEET; THENCE N00°34'53"W A DISTANCE OF 100.00 FEET; THENCE N24°13'48"W A DISTANCE OF 54.58 FEET; THENCE S89°25'07"W A DISTANCE OF 73.42 FEET; THENCE N04°37'51"W A DISTANCE OF 170.66 FEET; THENCE N21°24'33"E A DISTANCE OF 89.44 FEET; THENCE N49°25'51"E A DISTANCE OF 194.78 FEET; THENCE N60°52'35"E A DISTANCE OF 45.95 FEET; THENCE N73°58'07"E A DISTANCE OF 45.04 FEET; THENCE N10°05'32"W A DISTANCE OF 100.00 FEET; THENCE N07°55'54"W A DISTANCE OF 50.93 FEET; THENCE N09°48'15"W A DISTANCE OF 107.68 FEET; THENCE S00°27'24"E A DISTANCE OF 240.00 FEET TO A POINT ON THE NORTH LINE OF THE AFOREMENTIONED NORTHEAST 1/4 OF SECTION 5; THENCE S29°32'36"E ALONG SAID NORTH LINE A DISTANCE OF 524.93 FEET TO THE POINT OF BEGINNING. CONTAINING THEREIN 14.767 ACRES MORE OR LESS.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

OR 404 | PG | 99 |

EXHIBIT "B" Continued

Legal Description

TRACT 220

DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE N88°43'29"E ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 1812.87 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S01°16'31"E, A DISTANCE OF 859.88 FEET; THENCE S43°34'30"W, A DISTANCE OF 360.00 FEET FOR A POINT OF BEGINNING; THENCE S46°05'30"E, A DISTANCE OF 120.00 FEET; THENCE N43°54'30"E, A DISTANCE OF 360.00 FEET; THENCE S01°16'31"E, A DISTANCE OF 1100.00 FEET; THENCE S55°16'15"W, A DISTANCE OF 525.00 FEET; THENCE N34°43'45"W, A DISTANCE OF 300.00 FEET; THENCE N65°48'59"W, A DISTANCE OF 617.04 FEET; THENCE N56°25'58"W, A DISTANCE OF 155.87 FEET; THENCE N63°31'05"W, A DISTANCE OF 335.00 FEET; THENCE N26°28'55"E, A DISTANCE OF 380.00 FEET; THENCE N63°31'05"W, A DISTANCE OF 240.00 FEET; THENCE N26°28'55"E A DISTANCE OF 120.00 FEET; THENCE S63°31'05"E, A DISTANCE OF 520.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 484.80 AND A CENTRAL ANGLE OF 72°34'26"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 614.07 FEET TO THE POINT OF TANGENCY; THENCE N43°54'30"E, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 25.904 ACRES, MORE OR LESS

OR 4:158 PG 1:135

Rec Fee \$ 57.00 MARTHA O. HAZEN
 Add Fee \$ 7.50 Orange County
 Doc Tax \$ _____ Comptroller
 Int Tax \$ _____ By ADH
 Total \$ 64.50 Deputy Clerk

3450201 ORANGE CO. FL.
 02:08:40PM 02/16/90

SUPPLEMENTAL DECLARATION
 OF
COVENANTS, CONDITIONS AND RESTRICTIONS
CYPRESS SPRINGS UNIT IV

OR 4158 PG 1122

THIS SUPPLEMENTAL DECLARATION is made this 12th day
 of February, 1990 by Gulfstream Communities ("Declarant").

RECITALS:

A. Declarant is the owner of a certain parcel of real property located in Orange County, Florida, more fully described on Exhibit A attached hereto and made a part hereof ("Property").

B. Pursuant to the provisions of that certain Cypress Springs Declaration of Covenants, Conditions and Restrictions recorded in Official Records Volume 3813, page 3500, of the Public Records of Orange County, Florida, as amended ("Declaration"), Declarant is authorized to annex certain property to the covenants, conditions and restrictions of the Declaration.

C. The Property is a portion of the land more fully described on Exhibit B of the Declaration which the Declarant has the right to annex and subject to the Declaration. Declarant desires to subject the Property to the Declaration and to subject the Property to additional covenants as more fully set forth herein.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. The Property is hereby subjected to all terms and conditions of the Declaration, and the Property constitutes additional property which is to be deemed for all purposes to constitute "Properties" as set forth in the Declaration. The Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions as set forth in the Declaration which are for the purpose of protecting the value and desirability of all the land which from time to time shall constitute subdivisions within the planned community known as "Cypress Springs" and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

2. All definitions set forth in the Declaration are hereby incorporated herein as if fully set forth. References to "Lots" herein shall mean and refer to the lots as shown on the plat of the Property.

3. CYPRESS SPRINGS, TRACT 210, as recorded in Plat Book 25, Page 64-65, in the Public Records of Orange County, Florida. Tracts A and C are conservation areas and will be owned and maintained by Cypress Springs Homeowners Association. Tract B is dedicated to Orange County for retention and will be maintained by Orange County. A drainage easement over Tracts A and C is dedicated to Orange County. Development rights for Tracts A and C are dedicated to Orange County. Tract D is dedicated to Orange County for a lift station.

4. CYPRESS SPRINGS, TRACT 215, PHASE I, as recorded in Plat Book 25, Page 56-57, in the Public Records of Orange County, Florida. Tract A is hereby dedicated to Orange County for retention purposes and will be maintained by Orange County. Tracts B, C and D are for landscaping/wall buffer and sign/sidewalk easements. Tracts B, C and D are owned and maintained by the Cypress Springs Homeowners Association. Tracts

RETURN TO CLERKS OFFICE - B.C.C. - 5TH FLOOR, CO. ADMIN. BUILDING - ROY

E and F are conservation areas to be owned and maintained by the Cypress Springs Homeowners Association. Development rights to Tracts E and F are hereby dedicated to Orange County. There is a drainage easement over all of Tracts E, F and G dedicated to Orange County. Vehicular access rights to Cypress Springs Parkway from Tracts B, C and D are hereby dedicated to Orange County.

5. CYPRESS SPRINGS, TRACT 215, PHASE II, as recorded in Plat Book 25, Page 58-59, in the Public Records of Orange County, Florida. Tracts A, B, C and D are for landscaping/wall buffer and sign/sidewalk easements. Tracts A, B, C and D are owned and maintained by the Cypress Springs Homeowners Association. There is a drainage easement over all of Tracts A, B, C, D and F dedicated to Orange County. Vehicular access to Cypress Springs Parkway from Tracts A, B, C and D is dedicated to Orange County. Tract E is dedicated to Orange County for retention and is to be maintained by Orange County. Tract F is a conservation area and is owned and maintained by the Cypress Springs Homeowners Association. Development rights for Tract F are dedicated to Orange County.

6. CYPRESS SPRINGS, TRACT 215, PHASE III, as recorded in Plat Book 25, Page 60-61, in the Public Records of Orange County, Florida. Tract A is a conversation area to be owned and maintained by the Cypress Springs Homeowners Association, Inc. Development rights to Tract A are dedicated to Orange County. There is a drainage easement over all of Tract A dedicated to Orange County. Tract B is dedicated to Orange County for access to Tract A, Cypress Springs, Tract 215, Phase I.

7. CYPRESS SPRINGS, TRACT 220, as recorded in Plat Book 25, Page 62-63, in the Public Records of Orange County, Florida. Tracts A, B, C, D, E and I are for landscaping/wall buffer and sign/sidewalk easements. Tracts A, B, C, D, E and I are owned and maintained by the Cypress Springs Homeowners Association. There is a drainage and utility easement over all of Tracts A, B, C, D, E and I dedicated to Orange County. Vehicular access rights to Cypress Springs Parkway from Tracts A, B, C, D, E and I are dedicated to Orange County. Tracts F and H are conservation areas to be owned and maintained by the Cypress Springs Homeowners Association. Development rights to Tracts F and H are hereby dedicated to Orange County. Tract G is dedicated to Orange for retention and is to be maintained by Orange County. There is a drainage easement over all of Tracts F and H dedicated to Orange County. Tract J is dedicated to Orange County for access to Tract D of Cypress Springs, Tract 210, as recorded in Plat Book 25, Page 64-65, in the Public Records of Orange County, Florida.

8. In addition to the covenants, conditions and restrictions contained in the Declaration, the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions:

(a) Land Use and Building Type: No Lot shall be used except for residential purposes. No improvement shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not less than two cars, and a utility shed not visible from any street. All dwellings are required to have a garage, and no dwelling shall be permitted to have a carport. No dwelling shall have exposed block walls above grade - stucco coating must be applied - paint only will not be acceptable.

(b) Minimum Dwelling Size: In Tract 210, Lots 1 through 56, the floor area of living space in the main structure,

shall not be less than 1,800 square feet for a one-story dwelling, nor less than 1,900 square feet for a dwelling of more than one story with a minimum of 1,200 square feet on the ground floor. In Tract 215, Phase I, Phase II and Phase III, Lots 1 through 171 and in Tract 220, Lots 1 through 54, the floor area of living space in the main structure on each Lot shall not be less than 1,000 square feet of heated and air-conditioned area for a one-story dwelling and 1,200 square feet for a two-story dwelling with a minimum of 800 square feet on the ground floor. For purposes of determining the amount of living space in any dwelling, porches and garages shall not be included in the computation of the number of square feet of living space.

(c) Resubdivision and Replatting: Declarant reserves the right to resubdivide or replat one or more Lots shown on said plat for any purposes whatsoever, including right-of-ways for road purposes and easements, provided that no residence shall be erected upon, or any resident allowed to occupy said replatted or resubdivided Lot or fractional part or parts thereof, having an area less than 5,000 square feet in Tract 220, Lots 1 through 54, and 7,500 square feet in Tract 215, Phase I, Phase II and Phase III, Lots 1 through 171, and 8,800 square feet in Tract 210, Lots 1 through 56, the restrictions herein contained shall apply to each Lot as replatted or resubdivided except any Lot or Lots resubdivided for road purposes or easements.

(d) Building Location:

(i) All buildings shall be located within the set back lines as shown on the plat of this subdivision.

(ii) For the purpose of this subparagraph, corner Lots shall be deemed to front on the street where the Lot has the shortest dimension unless such dimension is on the main arterial road serving all of Cypress Springs, in which case the Lot shall be deemed to front on the street where the Lot has the next shortest dimension.

(iii) Further, for the purposes of this paragraph, eaves, steps, terraces, walls, fences and open patios shall not be considered as part of a dwelling, provided however, that this shall not be construed to permit any portion of a dwelling on a Lot to encroach upon another Lot.

(e) Easements: Declarant reserves nonexclusive, perpetual and fully transferable easements for installation and maintenance of drainage facilities, ditches and courses and for access in connection therewith, over easements shown on the recorded plat, and over a five-foot strip along each interior side lot line of each Lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Provided, however, driveways, sidewalks, and fences providing access to the dwelling are hereby permitted to transverse such easements. The easement areas of each Lot and all improvements on them shall be maintained continuously by the owner of the Lot, except for utility or drainage installations or improvements for which a public authority or utility company is responsible.

"Utilities" includes, without limitation, water lines, sanitary sewers, storm drains, courses and ditches, gas, electric and telephone lines, cable television lines, cables and conduits placed or operated by any special improvement and taxing district or any other public agency or private utility company. The Declarant, in reserving the aforesaid easements for utilities

and drainage facilities does not assume any obligation or responsibility for the maintenance of such utilities and facilities.

(f) Access to Lots: Access by motor vehicles shall not be permitted except as provided by a standard driveway which may not be constructed from a main arterial road directly to any Lot. A standard driveway shall be constructed of concrete only. Residents and their invitees shall be permitted to park any and all vehicles in the standard driveway however, said persons are prohibited from parking any and all vehicles in the yard area surrounding their residence.

(g) Fences: No fence or wall shall be erected nor hedge shall be maintained higher than six feet (except as may be required in Protective Screening and Planting areas as more fully set forth in the Declaration) from the normal surface of the ground, and shall not be erected until the quality, style, color and design shall have been first approved by the Declarant or the Association. No fence, wall or other enclosure shall be erected, placed or constructed on any Lot, and in the case of a corner Lot, along a line projected to the rear of the Lot from the side of the dwelling nearest the side street. No chain link fence shall be permitted.

(h) Oil and Mining Operation: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in, or under any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

(i) Pets: No animals, livestock or poultry or any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

(j) Commercial Trucks, Trailers and Boats: In order to maintain the standards of the Properties with respect to residential appearance, no trucks or commercial vehicles, boats, house trailers, boat trailers, or trailers of every other description, shall be permitted to be parked or to be stored at any place on any Lot, except in a garage, or except during periods of approved construction on any Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial and utility service vehicles, such as for pick-up, delivery, maintenance and other commercial utility services, or to the storage of a single boat in the rear yard of any Lot, provided that such boat is not visible from that portion of the front lot line of any Lot between the two side lines of the dwelling thereon as extended to the front lot line.

(k) Sight Distance at Intersection: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(l) Well Limitation; Water Supply: The central water

supply system operated by the Utility company having a franchise for providing water to the Property covered by this Supplemental Declaration, its successors and assigns, shall be used as the sole source of potable water. Each Owner, at his expense, shall connect his water lines to the water distribution main provided to serve the Owner's Lot and shall pay the connection fee (if any) and water meter charges established by the utility company.

Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that prior to excavation and installation of such shallow well, the Owner shall perform the following:

(i) Obtain, at the Owner's cost and expense, all necessary permits for the well.

(ii) Notify the applicable utility company of the Owner's intent to install a shallow well.

(iii) Shall obtain a chemical analysis of the water at an approved laboratory.

(iv) Submit the plans and specifications for such well to the Declarant for so long as it is the Class C Member and thereafter to the Association for its approval as to the well system's compliance with the architectural standards established by the Association.

(v) Install and operate such devices as are necessary from time to time to assure that no water from the well system contaminates the potable water system.

(vi) Assume all liability arising from the installation and operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage and to inhibit further damage immediately upon discovery of such injury or damage.

(vii) Agree to indemnify and hold the Declarant, the applicable utility company and their respective successors or assigns harmless from all suits claims, losses or damages for personal injuries or property damage arising from or in connection with the installation and operation of such a well, including the cost of the legal defense of such claims, unless caused by the gross negligence or willful misconduct of the Declarant or applicable utility company or their successors or assigns.

(m) Sewage Disposal: Each Owner, at his expense, shall connect his sewage disposal line to the sewage collection line provided to serve that Owner's Lot so as to comply with the requirements of such sewage collection and disposal service of the utility company having a franchise for providing sewage disposal from the area covered by this Declaration, or its successors or assigns. After such connection, each Owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service. No septic tank or other private sewage disposal unit shall be installed or maintained on any Lot.

(n) Lawns, Landscaping and Maintenance: All improved Lots shall be fully planted with grass or other suitable ground cover approved by the Declarant, including the area between the front lot line and the paved portion of any right-of-way upon which said Lot abuts, except for necessary driveways and parking areas. No stone, gravel or concrete shall be used as a lawn, except in an incidental decorative manner. Each owner shall be

responsible for and shall maintain all landscaping, grass, driveways, parking areas, structure and grounds located on each Lot in good condition and repair and in a neat and attractive manner. In the event that any lawn, including without limitation lawns abutting the lake, shall not be properly maintained in a neat and orderly manner, after giving written notice to the owner, the Association is empowered to do such maintenance and the cost thereof shall be assessed against the owner thereof which may be enforced as provided in the Declaration.

(o) Maintenance Areas: Certain lots described in this Supplemental Declaration are subject to an easement for water which form lake areas within the Property ("Maintenance Areas"). In connection with such Maintenance Areas the following covenants and restrictions shall apply:

(i) Maintenance:

(1) The Declarant, for so long as there is a Class C Membership, shall have the sole and absolute right, but no obligation, to control the surface water level of the Maintenance Area and no Owner shall draw water from the Maintenance Area without the Declarant's prior consent, which may be withheld in its discretion.

(2) The Association shall be responsible for the maintenance and operation of the Maintenance Area including without limitation, the control of the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such Maintenance Areas, the quality of the water contained within the Maintenance Areas, and the maintenance of such grass or plantings from the top of the bank to the water's edge.

(3) The Owner shall be required to maintain such plantings, grass or other lateral support to prevent erosion of the embankment to the top of the bank. The height, grade and contour of the embankment shall not be changed without the prior consent of the Declarant for so long as it is a Class C Member and thereafter the Association shall give its consent.

(ii) Restrictions on Maintenance Areas: With respect to any Maintenance Area now existing or which may hereafter be created within the Property, no Owner shall:

(1) Pump or otherwise remove any water from such Maintenance Area for the purpose of irrigation or otherwise.

(2) Place rocks, stones, trash, garbage, untreated sewage, rubbish, debris, ashes, or other refuse in such Maintenance Area.

(3) Construct, place, maintain therein or thereon any docks, piers, bulkheads, or other similar facility, without the prior approval of the Declarant for so long as there is a Class C Membership and thereafter subject to the approval of the Association.

(4) Fish with the use of nets or any other trap or spear.

(5) Operate or maintain thereon any gas or diesel driven vehicles except those which may be used for maintenance.

(p) Common Property: The Common Property shall be used only for the purpose for which it is intended in furnishing of services and facilities for the enjoyment of the Owners. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed on, or removed from the Common

Property.

(q) Window Coverings: All drapes, blinds, shutters or other window coverings shall appear white or off-white from the exterior of all Lots backing onto any lake.

(r) Garages: All garages shall be used exclusively for the passive storage of automobiles and other materials. No garage shall be partially or fully enclosed and or incorporated into the heated and/or cooled living space of a dwelling. Garage doors shall remain closed at all times except during ingress and egress from the garage.

(s) Additions to Improvements: Any additions, modifications or improvements to the dwellings constructed upon the Lots must be approved by the Cypress Springs Owners Association, Inc. Architectural Review Board and without limiting any other conditions which the Cypress Springs Owners Association, Inc. Architectural Review Board shall require, that all exposed concrete block portions of such improvements shall have a plaster coat and be painted to harmonize with the color scheme of such improvement.

9. Assessment Designation: The Lots subject to this Supplemental Declaration shall be deemed Single Family Residential Lots as defined in the Declaration and shall be assessed and otherwise considered to be Single Family Residential Lots under the Declaration.

10. Amendments or Additional Restrictions: The Declarant reserves and shall have the sole right (a) to amend this Supplemental Declaration with respect to Lots still owned by it at the time of the amendment, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained; (b) to amend this Supplemental Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Lot which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any Lot from any part of the covenants and restrictions which have been violated (including, without limitations, the foregoing violations of building restriction lines and provisions hereof relating thereto) if the Declarant or the Association in its judgment, determines such violation to be a minor or insubstantial violation. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

11. Legal Action on Violation: If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Declarant or the Association owning any Lot:

(a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions;

(b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restriction, for the purpose of preventing or enjoining all or any such violations or attempted violations;

(c) if the violation is a failure by the owner to perform maintenance, or to make repairs or restoration required hereunder or under the Declaration after being given written notice and a period within which to cure, the Association is empowered to perform such maintenance or repairs and to assess the costs therefor against the Owner of the Lot and the Lot. If the Owner fails to pay such costs, the Association hereby creates a lien right against the Lot which may be enforced in the manner set forth in the Declaration.

The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot Owners found in violation of these restrictions shall be obliged to pay an attorney's fee to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more of any part of one shall in no way impair the validity of the remaining restrictions or part thereof.

IN WITNESS WHEREOF, the Declaration sets its hand and seal on the date first above written.

Witnesses:

GULFSTREAM COMMUNITIES, a
Florida general partnership

By: RYAN HOMES, INC., a
Pennsylvania corporation
A General Partner

Michael R. [Signature]
Steve [Signature]

By: *Joseph M. Cartwright*
JOSEPH M. CARTWRIGHT
Its Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared JOSEPH M. CARTWRIGHT, the Vice President of RYAN HOMES, INC., a Pennsylvania corporation, a General Partner of GULFSTREAM COMMUNITIES, a Florida general partnership, to me known to be the person described in and who after being duly sworn, executed the foregoing instrument for the purposes mentioned therein.

WITNESS my hand and official seal in the county and state last aforesaid this 5th day of February 1990

Abraham A. Jervis
Notary Public
State of Florida
My Commission Expires

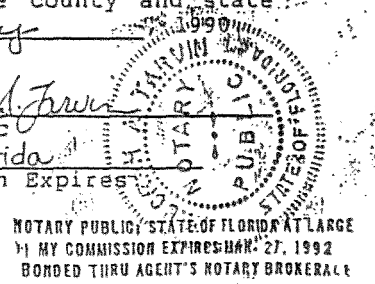


EXHIBIT "A"

Legal Description

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 31'52" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 5, A DISTANCE OF 916.74 FEET; THENCE LEAVING SAID NORTH LINE, RUN SOUTH 00 DEGREES 28'08" WEST 239.40 FEET; THENCE SOUTH 18 DEGREES 15'42" WEST 102.26 FEET; THENCE SOUTH 46 DEGREES 08'17" WEST 104.07 FEET; THENCE SOUTH 07 DEGREES 47'32" EAST 248.16 FEET; THENCE NORTH 80 DEGREES 05'46" WEST 250.00 FEET; THENCE SOUTH 00 DEGREES 05'47" WEST 113.00 FEET; THENCE SOUTH 28 DEGREES 15'22" WEST 51.92 FEET; THENCE SOUTH 13 DEGREES 17'45" WEST 100.00 FEET; THENCE NORTH 75 DEGREES 35'39" WEST 140.00 FEET; THENCE NORTH 89 DEGREES 54'13" WEST 140.00 FEET; THENCE SOUTH 78 DEGREES 55'03" WEST 57.75 FEET; THENCE SOUTH 55 DEGREES 17'09" WEST 50.20 FEET; THENCE SOUTH 26 DEGREES 12'49" WEST 50.20 FEET; THENCE SOUTH 02 DEGREES 25'41" WEST 57.10 FEET; THENCE SOUTH 09 DEGREES 21'36" EAST 430.00 FEET; THENCE SOUTH 09 DEGREES 45'37" EAST 98.16 FEET; THENCE SOUTH 01 DEGREES 10'04" EAST 82.02 FEET; THENCE SOUTH 08 DEGREES 43'24" WEST 82.02 FEET; THENCE SOUTH 16 DEGREES 16'44" WEST 82.02 FEET; THENCE SOUTH 26 DEGREES 38'24" WEST 107.62 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 604.77 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 51 DEGREES 20'42" EAST RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 86.09 FEET; THROUGH A CENTRAL ANGLE OF 08 DEGREES 09'23" TO A POINT; THENCE RUN SOUTH 46 DEGREES 48'41" WEST 120.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 484.78 FEET; THENCE FROM A TANGENT BEARING OF NORTH 43 DEGREES 11'19" WEST RUN WESTERLY ALONG THE ARC OF SAID CURVE 501.59 FEET THROUGH A CENTRAL ANGLE OF 59 DEGREES 17'00" TO THE POINT OF TANGENCY; THENCE SOUTH 77 DEGREES 31'41" WEST 660.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00'00"; THENCE SOUTH 77 DEGREES 31'41" WEST 30.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF DEAN ROAD (ORANGE COUNTY ROAD PROJECT NO. 21); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE OF DEAN ROAD THE FOLLOWING COURSES: NORTH 12 DEGREES 28'19" WEST 1025.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1880.08 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 411.97 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 33'18" TO THE POINT OF TANGENCY; THENCE NORTH 00 DEGREES 04'59" EAST 501.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 11,429.20 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE 112.43 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 33'49" TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF AFORESAID SECTION 5; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF DEAN ROAD RUN SOUTH 89 DEGREES 47'42" EAST ALONG SAID NORTH LINE 1289.30 FEET TO THE POINT OF BEGINNING.

OR 4 | 58 PG | 130

EXHIBIT "B"

Legal Description

TRACT 210

DESCRIPTION

BEGIN AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE N86°43'29"E ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 1612.87 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S01°16'31"E, A DISTANCE OF 259.88 FEET; THENCE S43°54'30"W, A DISTANCE OF 510.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 484.80 FEET AND A CENTRAL ANGLE OF 72°34'25"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 614.07 FEET TO THE POINT OF TANGENCY; THENCE N63°31'05"W, A DISTANCE OF 520.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 436.90 FEET AND A CENTRAL ANGLE OF 29°43'09"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 228.62 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF CYPRESS SPRINGS UNIT 3, PHASE II, AS RECORDED IN PLAT BOOK 22, PAGE 129-130, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N01°33'33"W ALONG SAID EASTERLY LINE, AND THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 1012.08 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 43.620 ACRES, MORE OR LESS.

OR 4158 PG. 131

EXHIBIT "B" Continued

Legal Description

TRACT 215, PHASE I

DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN S01°33'33"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4, A DISTANCE OF 1012.08 FEET FOR A POINT OF BEGINNING; SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A CENTRAL ANGLE OF 29°43'08" AND A RADIUS OF 438.80 FEET; THENCE FROM A TANGENT BEARING OF N86°46'47"E, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 228.52 FEET; THENCE DEPARTING SAID CURVE, RUN S26°28'55"W, A DISTANCE OF 120.00 FEET; THENCE S83°31'05"E, A DISTANCE OF 240.00 FEET; THENCE S28°28'55"W, A DISTANCE OF 390.00 FEET; THENCE S63°31'05"E A DISTANCE OF 335.00 FEET; THENCE S66°25'58"E, A DISTANCE OF 133.37 FEET; THENCE N75°38'48"W, A DISTANCE OF 138.00 FEET; THENCE S21°33'24"W, A DISTANCE OF 78.82 FEET; THENCE S26°31'30"W, A DISTANCE OF 112.81; THENCE S64°50'28"W, A DISTANCE OF 82.85 FEET; THENCE N68°18'22"W, A DISTANCE OF 74.31 FEET; THENCE N46°41'25"W, A DISTANCE OF 79.89 FEET; THENCE S46°56'52"W, A DISTANCE OF 100.00 FEET; THENCE S43°03'08"E, A DISTANCE OF 37.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 25°28'34" AND A RADIUS OF 282.82 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.86 FEET; THENCE DEPARTING SAID CURVE, RUN S21°26'18"W, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 21°25'08" AND A RADIUS OF 332.52 FEET; THENCE FROM A TANGENT BEARING OF N88°31'42"W, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 124.24 FEET; THENCE DEPARTING SAID CURVE, RUN S42°53'27"W, A DISTANCE OF 86.06 FEET; THENCE S05°06'19"E, A DISTANCE OF 82.23 FEET; THENCE S77°00'41"E, A DISTANCE OF 258.32 FEET; THENCE S86°48'17"E, A DISTANCE OF 95.83 FEET; THENCE N87°46'29"E, A DISTANCE OF 70.11 FEET; THENCE S76°32'28"E, A DISTANCE OF 74.39 FEET; THENCE S64°28'43"E, A DISTANCE OF 225.00 FEET; THENCE S58°47'05"E, A DISTANCE OF 157.12 FEET; THENCE S44°37'38"E A DISTANCE OF 148.23 FEET; THENCE S28°26'45"E, A DISTANCE OF 144.57 FEET; THENCE S22°21'20"E, A DISTANCE OF 130.00 FEET; THENCE S06°52'19"E, A DISTANCE OF 60.08 FEET; THENCE S26°31'35"W, A DISTANCE OF 61.36 FEET; THENCE S85°43'14"W, A DISTANCE OF 60.53 FEET; THENCE N86°13'56"W, A DISTANCE OF 73.03 FEET; THENCE N78°53'15"W, A DISTANCE OF 328.52 FEET; THENCE N15°57'59"E, A DISTANCE OF 107.78 FEET; THENCE N43°03'08"W, A DISTANCE OF 121.38 FEET; THENCE N75°13'56"W, A DISTANCE OF 202.18 FEET; THENCE N43°04'56"W, A DISTANCE OF 191.86 FEET; THENCE N71°56'36"W, A DISTANCE OF 111.58 FEET; THENCE N89°25'22"W A DISTANCE OF 102.00 FEET; THENCE S00°34'37"W, A DISTANCE OF 110.00 FEET; THENCE S26°56'17"E, A DISTANCE OF 55.90 FEET; THENCE S01°58'05"W, A DISTANCE OF 162.14 FEET; THENCE S15°57'19"W, A DISTANCE OF 183.90 FEET; THENCE S15°49'22"E, A DISTANCE OF 140.85 FEET; THENCE S68°53'26"E, A DISTANCE OF 72.16 FEET; THENCE S21°08'34"W, A DISTANCE OF 110.00 FEET; THENCE S68°53'26"E, A DISTANCE OF 33.60 FEET; THENCE S21°06'34"W, A DISTANCE OF 160.00 FEET; THENCE N68°53'26"W, A DISTANCE OF 390.54 FEET; THENCE N00°38'18"E, A DISTANCE OF 53.85 FEET; THENCE S88°32'36"E, A DISTANCE OF 60.45 FEET; THENCE N13°54'31"W, A DISTANCE OF 103.22 FEET; THENCE N89°32'36"W, A DISTANCE OF 73.98 FEET; THENCE S00°13'51"E, A DISTANCE OF 100.00 FEET; THENCE S89°32'38"E, A DISTANCE OF 17.88 FEET; THENCE S00°38'18"W, A DISTANCE OF 46.42 FEET; THENCE N68°53'26"W, A DISTANCE OF 217.57 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 31°22'42" AND A RADIUS OF 474.03 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 258.80 FEET TO THE POINT OF TANGENCY; THENCE N37°30'44"W, A DISTANCE OF 325.65 FEET TO A POINT ON THE EASTERLY BOUNDARY OF CYPRESS SPRINGS UNIT 3 PHASE I, AS RECORDED IN PLAT BOOK 22, PAGES 126-128, PER PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG SAID EASTERLY LINE FOR THE FOLLOWING COURSES AND DISTANCES: THENCE N52°28'16"E, A DISTANCE OF 812.77 FEET; THENCE N01°33'33"W, A DISTANCE OF 1079.83 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF 15°36'15" AND A RADIUS OF 1260.00 FEET; THENCE FROM A TANGENT BEARING OF S73°42'33"W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 385.14 FEET; THENCE DEPARTING SAID CURVE, RUN N32°53'41"W A DISTANCE OF 120.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF 28°38'38" AND A RADIUS OF 1380.00 FEET; THENCE FROM A TANGENT BEARING OF N57°06'18"E, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 714.22 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 42.899 ACRES, MORE OR LESS.

OR 4158 PG 1132

EXHIBIT "B" Continued

Legal Description

TRACT 215, PHASE II

DESCRIPTION

BEGINNING AT THE SOUTHERNMOST CORNER OF TRACT M, CYPRESS SPRINGS UNIT 3, PHASE 1, AS RECORDED IN PLAT BOOK 22, PAGES 126-128, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, RUN S37°30'44"E, ALONG THE SOUTHERLY LINE OF CYPRESS SPRINGS TRACT 215 PHASE 1, AS RECORDED IN PLAT . . . PAGES . . . PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 325.85 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 31°22'42" AND A RADIUS OF 474.03 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 259.60 FEET TO THE POINT OF TANGENCY; THENCE S68°53'26"E, A DISTANCE OF 629.46 FEET TO THE SOUTHEASTERLY CORNER OF SAID CYPRESS SPRINGS TRACT 215 PHASE I; THENCE RUN ALONG THE EASTERLY AND SOUTHERLY LINE OF SAID CYPRESS SPRINGS TRACT 215 PHASE I FOR THE FOLLOWING COURSES AND DISTANCES: THENCE N21°06'34"E, A DISTANCE OF 160.00 FEET; THENCE N68°53'26"W, A DISTANCE OF 33.60 FEET; THENCE N21°06'34"E, A DISTANCE OF 110.00 FEET; THENCE N68°53'26"W, A DISTANCE OF 72.16 FEET; THENCE N15°49'22"W, A DISTANCE OF 140.95 FEET; THENCE N15°57'19"E, A DISTANCE OF 183.90 FEET; THENCE N04°58'05"E, A DISTANCE OF 152.14 FEET; THENCE N25°59'17"W, A DISTANCE OF 55.90 FEET; THENCE N00°34'37"E, A DISTANCE OF 110.00 FEET; THENCE S69°25'23"E, A DISTANCE OF 102.00 FEET; THENCE S71°56'36"E, A DISTANCE OF 111.58 FEET; THENCE S43°04'55"E, A DISTANCE OF 191.86 FEET; THENCE S75°13'56"E, A DISTANCE OF 209.19 FEET; THENCE S43°03'08"E, A DISTANCE OF 121.39 FEET; THENCE S45°57'59"W, A DISTANCE OF 107.76 FEET; THENCE S75°53'15"E, A DISTANCE OF 328.82 FEET; THENCE S65°13'56"E, A DISTANCE OF 73.03 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, RUN S06°47'20"E, A DISTANCE OF 114.78 FEET; THENCE S37°02'37"E, A DISTANCE OF 56.09 FEET; THENCE S04°52'07"E, A DISTANCE OF 299.13 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A CENTRAL ANGLE OF 01°34'00" AND A RADIUS OF 2194.50 FEET; THENCE FROM A TANGENT BEARING OF S85°09'16"W, RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID CURVE, RUN S08°24'45"E, A DISTANCE OF 120.00 FEET; THENCE S83°35'15"W, A DISTANCE OF 415.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A CENTRAL ANGLE OF 27°31'19" AND A RADIUS OF 1264.99 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 617.24 FEET TO THE POINT OF TANGENCY; THENCE N68°53'26"W, A DISTANCE OF 855.54 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 31°22'42" AND A RADIUS OF 894.03 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 525.32 FEET TO THE POINT OF TANGENCY; THENCE N27°30'44"W, A DISTANCE OF 525.85 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 22°05'47" AND A RADIUS OF 344.71 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.04 FEET TO THE SOUTHEAST CORNER OF TRACT A, AS RECORDED IN SAID PLAT BOOK 22, PAGES 126 - 128; THENCE N30°22'29"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID TRACT M, SAID POINT BEING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 22°05'47" AND A RADIUS OF 464.71 FEET; THENCE FROM A TANGENT BEARING OF S59°37'31"E, RUN SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 179.35 FEET TO THE POINT OF TANGENCY; THENCE S37°30'44"E, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.261 ACRES MORE OR LESS.

OR 4 | 58 PG | 133

EXHIBIT "B" Continued

Legal Description

TRACT 215, PHASE III

DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 31 EAST. RUN S01°33'33"E. ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4, A DISTANCE OF 1012.08 FEET TO A POINT ON THE NORTHERLY LINE OF OF CYPRESS SPRINGS TRACT 215 PHASE I, AS RECORDED IN PLAT BOOK , PAGES , PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A CENTRAL ANGLE OF 29°43'09" AND A RADIUS OF 436.20 FEET; THENCE FROM A TANGENT BEARING OF N86°45'47"E, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 226.62 FEET TO A POINT ON THE EASTERLY LINE OF SAID CYPRESS SPRINGS TRACT 215 PHASE I; THENCE DEPARTING SAID CURVE, RUN ALONG SAID EASTERLY LINE FOR THE FOLLOWING COURSES AND DISTANCES: THENCE S26°28'55"W, A DISTANCE OF 120.00 FEET; THENCE S63°31'05"E, A DISTANCE OF 240.00 FEET; THENCE S26°28'55"W, A DISTANCE OF 380.00 FEET; THENCE S63°31'05"E A DISTANCE OF 325.00 FEET; THENCE S55°25'56"E, A DISTANCE OF 155.97 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY LINE, RUN S65°46'59"E, A DISTANCE OF 517.04 FEET; THENCE S34°43'45"E, A DISTANCE OF 1675.56 FEET; THENCE S12°12'42"W, A DISTANCE OF 64.85 FEET; THENCE N77°47'18"W, A DISTANCE OF 250.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A CENTRAL ANGLE OF 17°03'27" AND A RADIUS OF 2194.50 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 653.33 FEET TO A POINT ON THE EAST-ERLY LINE OF SAID CYPRESS SPRINGS TRACT 215 PHASE I; THENCE DEPARTING SAID CURVE, RUN N04°52'07"W, ALONG SAID EASTERLY LINE, A DISTANCE OF 299.13 FEET; THENCE N27°02'37"W, A DISTANCE OF 55.09 FEET; THENCE N05°47'20"W, A DISTANCE OF 114.78 FEET; THENCE N55°43'14"E, A DISTANCE OF 60.53 FEET; THENCE N26°31'25"E, A DISTANCE OF 51.35 FEET; THENCE N05°52'19"W, A DISTANCE OF 60.09 FEET; THENCE W22°21'20"W, A DISTANCE OF 150.00 FEET; THENCE N26°26'45"W, A DISTANCE OF 144.57 FEET; THENCE N44°37'36"W, A DISTANCE OF 146.23 FEET; THENCE N53°47'05"W, A DISTANCE OF 157.12 FEET; THENCE N64°28'43"W, A DISTANCE OF 225.00 FEET; THENCE N76°32'25"W, A DISTANCE OF 74.35 FEET; THENCE S67°45'23"W, A DISTANCE OF 70.11 FEET; THENCE N65°48'17"W, A DISTANCE OF 25.33 FEET; THENCE N77°00'41"W, A DISTANCE OF 259.32 FEET; THENCE N05°05'19"W, A DISTANCE OF 62.23 FEET; THENCE N42°53'27"E, A DISTANCE OF 55.05 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 21°25'09" AND A RADIUS OF 332.62 FEET; THENCE FROM A TANGENT BEARING OF S47°05'33"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 124.34 FEET; THENCE DEPARTING SAID CURVE, RUN N21°28'18"E, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 25°28'34" AND A RADIUS OF 232.52 FEET; THENCE FROM A TANGENT BEARING OF N56°21'42"W, RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 125.56 FEET TO THE POINT OF TANGENCY; THENCE N43°03'08"W, A DISTANCE OF 57.00 FEET; THENCE N45°55'52"E, A DISTANCE OF 100.00 FEET; THENCE S46°41'25"E, A DISTANCE OF 79.59 FEET; THENCE S55°19'22"E, A DISTANCE OF 74.31 FEET; THENCE N64°50'29"E, A DISTANCE OF 62.55 FEET; THENCE N25°31'50"E, A DISTANCE OF 112.51 FEET; THENCE N21°23'21"E, A DISTANCE OF 78.82 FEET; THENCE S75°38'45"E, A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING, CONTAINING 24.173 ACRES MORE OR LESS.

OR 4 | 58 PG | 134

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING
APR 16 1990

Rec
This Instrument Was Prepared By:
JILL STEINBERG SCHWARTZ, ATTY.
BROAD AND CASSEL
Maitland Center - Fourth Floor
1051 Winderley Place
Maitland, Florida 32751

SUPPLEMENTAL
CYPRESS SPRINGS
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

THIS SUPPLEMENTAL DECLARATION is made this 26 day of
March, 1990 by Gulfstream Communities, a Florida general
partnership ("Declarant").

3496985 ORANGE CO. FL.
11:04:40AM 04/19/90

R E C I T A L S :

OR 4 176 PG 2570

A. Cypress Springs subjected certain land to the Cypress
Springs Declaration of Covenants, Conditions, Restrictions and
Easements recorded in Official Records Book 3813, Page 3500 of
the Public Records of Orange County, Florida ("Declaration").

B. Declarant desires to subject the land more fully
described on Exhibit "A" attached hereto and made a part hereof
to the terms and conditions of the Declaration as more fully set
forth herein.

NOW THEREFORE, in consideration of the premises, the
Declarant hereby declares:

NOW THEREFORE, Declarant hereby declares that the Property
shall be held, sold and conveyed subject to the easements,
restrictions, covenants and conditions set forth in the
Declaration in the same manner and to the same extent as if the
Property had been described therein. The easements,
restrictions, covenants and conditions are covenants running with
the Property and shall be binding upon all parties having any
right, title or interest in the Property, or any part hereof,
their heirs, successors and assigns and shall inure to the
benefit of each owner thereof.

The Property constitutes "Common Area" as such is defined in
the Declaration and it shall further be held, sold, transferred
and conveyed subject to the terms and conditions in the
Declaration relating to Common Area.

IN WITNESS WHEREOF, the Declarant sets its hand and seal on
the date first above written.

Signed, sealed and delivered
in the presence of:

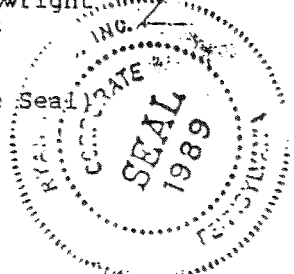
GULFSTREAM COMMUNITIES, a
Florida general partnership

By: RYAN HOMES, INC., a
Pennsylvania corporation
A General Partner

[Signature]
[Signature]

By: [Signature]
Joseph A. Cartwright
Vice President

(Corporate Seal)



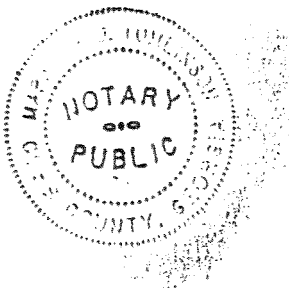
Rec Fee \$ 13.00 MARTHA O. HAYNIE,
Add Fee \$ 2.00 Orange County
Doc Tax \$ Comptroller
Int Tax \$ By [Signature]
Total \$ 15.00 Deputy Clerk

RETURN TO CLERKS OFFICE - B.C.C. - 5TH FLOOR. - CO. ADMIN BLDG. - MARGARET

STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared JOSEPH M. CARTWRIGHT as Vice President of RYAN HOMES, INC., a Pennsylvania corporation, a General Partner of GULFSTREAM COMMUNITIES, a Florida general partnership, to me known to be the person described in and who after being duly sworn, executed the foregoing instrument for the purposes mentioned therein.

WITNESS my hand and official seal in the county and state last aforesaid this 26 day of March, 1990.



Melvin D. Tomlinson
NOTARY PUBLIC
My commission expires:

Notary Public, Cobb County, Georgia.
My Commission Expires May 18, 1992

OR 4 | 76 PG 257 |

*Cypress Springs
Tract 145, Phase 1*

EXHIBIT "A"

OR 4176 PG 2572

LEGAL DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N89°04'17"W ALONG THE EAST-WEST CENTER SECTION LINE, A DISTANCE OF 1394.49 FEET FOR A POINT OF BEGINNING; THENCE S18°29'12"W A DISTANCE OF 339.96 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 467.09 FEET AND A CENTRAL ANGLE OF 42°14'49"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 344.41 FEET; THENCE DEPARTING SAID CURVE, RUN N29°15'58"W, A DISTANCE OF 80.00 FEET; THENCE S60°44'02"W, A DISTANCE OF 324.55 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 409.48 FEET AND A CENTRAL ANGLE OF 19°06'53"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 136.61 FEET; THENCE DEPARTING SAID CURVE, RUN N10°09'06"W, A DISTANCE OF 106.35 FEET; THENCE N22°53'33"E, A DISTANCE OF 390.00 FEET; THENCE N10°19'17"E, A DISTANCE OF 102.95 FEET; THENCE N87°09'35"E, A DISTANCE OF 149.71 FEET; THENCE N67°43'21"E, A DISTANCE OF 148.52 FEET; THENCE N63°27'22"E, A DISTANCE OF 179.41 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 96.64 FEET AND A CENTRAL ANGLE OF 44°59'10"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 75.85 FEET TO THE POINT OF TANGENCY; THENCE N18°29'12"E, A DISTANCE OF 59.43 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 145.60 FEET AND A CENTRAL ANGLE OF 30°43'27"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.07 FEET TO THE POINT OF TANGENCY; THENCE N12°14'14"W, A DISTANCE OF 63.20 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT A, AS SHOWN ON THE PLAT OF CYPRESS SPRINGS UNIT 3 PHASE I, RECORDED IN PLAT BOOK 22, PAGES 126-128, PER PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N89°59'16"E ALONG SAID SOUTHERLY LINE, A DISTANCE OF 40.45 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 344.71 FEET AND A CENTRAL ANGLE OF 30°38'19"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ITS SOUTHEASTERLY EXTENSION, A DISTANCE OF 184.33 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 59°59'26"; THENCE FROM A TANGENT BEARING OF S78°28'38"W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.06 FEET TO THE POINT OF TANGENCY; THENCE S18°29'12"W, A DISTANCE OF 151.15 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 7.553 ACRES, MORE OR LESS.

RECORDED & RECORD VERIFIED

Martha J. Haynes
County Comptroller, Orange Co., FL

SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
CYPRESS SPRINGS, TRACT 145, PHASE II

THIS SUPPLEMENTAL DECLARATION is made this 29th day of August, 1990 by Gulfstream Communities, a Florida general partnership ("Declarant").

R E C I T A L S:

A. Cypress Springs subjected certain land to the Cypress Springs Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 3813, Page 3500 of the Public Records of Orange County, Florida ("Declaration").

B. Declarant desires to subject the land more fully described on Exhibit "A" attached hereto and made a part hereof to the terms and conditions of the Declaration as more fully set forth herein.

NOW THEREFORE, in consideration of the premises, the Declarant hereby declares:

1. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration in the same manner and to the same extent as if the Property had been described therein. The easements, restrictions, covenants and conditions are covenants running with the Property and shall be binding upon all parties having any right, title or interest in the Property, or any part hereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

2. The Property constitutes "Common Area" as such is defined in the Declaration and it shall further be held, sold, transferred and conveyed subject to the terms and conditions in the Declaration relating to Common Area.

3. Tracts K and L are conservation areas owned by The Homeowner's Association, with development rights dedicated to Orange County, Florida. No construction, clearing, or alteration of Tracts K and L shall be allowed unless approved by Orange County and other applicable jurisdictional agencies.

IN WITNESS WHEREOF, the Declarant sets its hand and seal on the date first above written.

Signed, sealed and delivered in the presence of:

GULFSTREAM COMMUNITIES, a Florida general partnership

By: RYAN HOMES, INC., a Pennsylvania corporation
A General Partner

Marianne D. Tomlinson
[Signature]

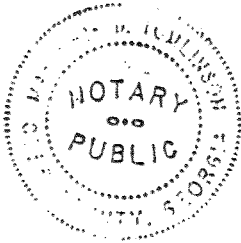
By: *[Signature]*
Joseph M. Cartwright
Vice President



STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared JOSEPH M. CARTWRIGHT as Vice President of RYAN HOMES, INC., a Pennsylvania corporation, a General Partner of GULFSTREAM COMMUNITIES, a Florida general partnership, to me known to be the person described in and who after being duly sworn, executed the foregoing instrument for the purposes mentioned therein.

WITNESS my hand and official seal in the county and state last aforesaid this 29th day of AUGUST, 1990.



M. D. Lovelison
NOTARY PUBLIC
My commission expires:

Notary Public, Cobb County, Georgia.
My Commission Expires May 18, 1992

DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N89°04'17"W ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1415.47 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CYPRESS SPRINGS PARKWAY S. AS SHOWN ON THE PLAT OF CYPRESS SPRINGS TRACT 145 PHASE I AS RECORDED IN PLAT BOOK 25, PAGE 122, PER PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S18°29'12"W, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 339.86 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 467.09 FEET AND A CENTRAL ANGLE OF 42°14'49"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 344.41 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN S60°44'02"W, A DISTANCE OF 324.55 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 489.48 FEET AND A CENTRAL ANGLE OF 52°09'32"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 445.60 FEET TO THE POINT OF TANGENCY; THENCE N67°06'27"W, A DISTANCE OF 163.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 954.25 FEET AND A CENTRAL ANGLE OF 35°22'05"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 589.05 FEET TO THE POINT OF TANGENCY; THENCE S77°31'28"W, A DISTANCE OF 169.66 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DEAN ROAD AS RECORDED IN O.R. BOOK 3939, PAGE 1719, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE N12°29'03"W ALONG SAID EAST RIGHT-OF-WAY LINE, AND THE RIGHT-OF-WAY LINE AS RECORDED IN PLAT BOOK 20, PAGE 53, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 1384.74 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 105°59'20"; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF CYPRESS SPRINGS PARKWAY AS RECORDED IN SAID PLAT BOOK 20, PAGE 53 AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 46.25 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHTERLY, HAVING A RADIUS OF 108.50 FEET AND A CENTRAL ANGLE OF 05°06'42"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.68 FEET TO THE POINT OF TANGENCY; SAID POINT BEING THE SOUTHWEST CORNER OF TRACT C AS RECORDED IN SAID PLAT BOOK 20, PAGE 53; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN S81°23'01"E, ALONG THE SOUTHERLY LINE OF SAID TRACT C, A DISTANCE OF 19.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 192.50 FEET AND A CENTRAL ANGLE OF 42°47'17"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 143.76 FEET TO THE POINT OF TANGENCY; THENCE N55°49'42"E, A DISTANCE OF 24.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 221.50 FEET AND A CENTRAL ANGLE OF 13°03'37"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 50.49 FEET TO THE POINT OF TANGENCY; THENCE N68°53'19"E, A DISTANCE OF 69.02 FEET; THENCE N77°30'57"E, A DISTANCE OF 346.60 FEET TO A POINT ON THE SOUTH LINE OF TRACT G AS SHOWN ON THE PLAT OF CYPRESS SPRINGS UNIT ONE AS RECORDED IN PLAT BOOK 18, PAGES 25-26, PER PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 484.78 FEET AND A CENTRAL ANGLE OF 59°17'00"; THENCE RUN SOUTHEASTERLY ALONG THE SOUTH LINE OF SAID TRACT G, AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 501.60 FEET TO THE POINT OF TANGENCY; SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT F AS SHOWN ON THE PLAT OF CYPRESS SPRINGS UNIT 2, AS RECORDED IN PLAT BOOK 20, PAGES 51-52, PER PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY LINE OF TRACT G, RUN S43°12'03"E ALONG THE SOUTHWESTERLY LINE OF SAID TRACT F, A DISTANCE OF 500.00 FEET TO THE SOUTHWEST CORNER OF TRACT A AS SHOWN ON THE PLAT OF CYPRESS SPRINGS UNIT 3 PHASE I, AS RECORDED IN PLAT BOOK 22, PAGES 126-128, PER PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 383.43 FEET AND A CENTRAL ANGLE OF 46°48'41"; THENCE RUN SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID TRACT A, AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 313.27 FEET TO THE POINT OF TANGENCY; THENCE N89°59'16"E, A DISTANCE OF 369.55 FEET TO THE NORTHERLYMOST CORNER OF THE AFOREMENTIONED CYPRESS SPRINGS TRACT 145 PHASE I; THENCE DEPARTING SAID SOUTHERLY LINE, RUN ALONG THE BOUNDARY LINE OF SAID CYPRESS SPRINGS TRACT 145 PHASE I, THE FOLLOWING COURSES AND DISTANCES: THENCE S12°14'14"E, A DISTANCE OF 63.20 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 145.60 FEET AND A CENTRAL ANGLE OF 30°43'27"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.07 FEET TO THE POINT OF TANGENCY; THENCE S18°29'12"W, A DISTANCE OF 59.43 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 96.64 FEET AND A CENTRAL ANGLE OF 44°58'10"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 75.85 FEET TO THE POINT OF TANGENCY; THENCE S63°27'22"W, A DISTANCE OF 179.41 FEET; THENCE S67°43'21"W, A DISTANCE OF 148.52 FEET; THENCE S87°09'35"W, A DISTANCE OF 149.71 FEET; THENCE S10°19'17"W, A DISTANCE OF 102.95 FEET; THENCE S22°53'33"W, A DISTANCE OF 380.00 FEET; THENCE S10°09'06"E, A DISTANCE OF 106.35 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 409.48 FEET; THENCE FROM A TANGENT BEARING OF N79°50'54"E THROUGH A CENTRAL ANGLE OF 19°06'53", RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 136.61 FEET TO THE POINT OF TANGENCY; THENCE N60°44'02"E, A DISTANCE OF 324.55 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED CYPRESS SPRINGS PARKWAY S.; THENCE S20°15'58"E ALONG THE WEST LINE OF SAID CYPRESS SPRINGS PARKWAY S., A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 50.233 ACRES, MORE OR LESS.