

Orange County  
Public Records  
100 INDEPENDENT SQUARE  
ORLANDO, FLORIDA 32801

ORANGE CO., FL.  
12/05/89

OR 4138 PG 0681

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR UNIVERSITY ESTATES

Orange County  
Comptroller  
By [Signature] Deputy Clerk  
Add Fee \$ 25.00  
Doc Tax \$ —  
Int Tax \$ —  
Total \$ 25.00

This First Amendment to Declaration of Covenants and Restrictions for University Estates is made this 17<sup>TH</sup> day of November, 1989, by UNIVERSITY ESTATES, LTD., a Florida limited partnership (the "Developer").

WHEREAS, the Declaration of Covenants and Restrictions for University Estates is recorded in Official Records Book 4132, at page 4307, of the current public records of Orange County, Florida (the "Declaration"); and

WHEREAS, pursuant to Article XI, Section 7 of the Declaration, the Developer reserved the right to unilaterally amend the Declaration, so long as the amendment shall not unreasonably alter or modify the general plan of development for the Property as set forth in the Declaration or the Master Plan; and

WHEREAS, the Developer as owner of all lands subject to the Declaration, desires to amend the Declaration as more particularly stated hereafter, and such amendments do not unreasonably alter or modify the general plan of development for the Property as set forth in the Declaration and the Master Plan.

NOW THEREFORE, in consideration of the premises, the Developer hereby declares as follows:

1. Article VIII, Section 3 of the Declaration is hereby amended in its entirety as follows:

Section 3. Antenna. No aerial, antenna or satellite dish shall be placed, erected, or affixed in any manner upon any Lot, or to the exterior of any building within the Property, except that any such aerial, antenna or satellite dish may be located within a building, totally screened from public view.

2. Article VIII, Section 9 of the Declaration is hereby amended in its entirety as follows:

Section 9. Potable Water Supply. All potable water shall be supplied by means of the central water supply system provided for service to the Property. No individual potable water supply or well for potable water shall be permitted within the Property. No individual non-potable water supply or well for non-potable water shall be permitted within any

Lot, with the exception that a well for non-potable water may be constructed within a Lot provided such well forms an integral part of an air-conditioning or heating system serving a residence located upon such Lot.

3. Article VIII, Section 11 of the Declaration is hereby amended in its entirety to read as follows:

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with the Design Review Criteria. To the extent that any sign shall be displayed on any Lot in violation of this provision, the Association shall have the right to remove such sign without notice, provided that such removal may be accomplished without material damage to any landscaping or improvements located upon such Lot, and provided that the Association shall not destroy any such sign removed for a period of one (1) month following removal, and shall return same to its lawful owner upon request within such time period.

4. Article VIII, Section 14 of the Declaration is hereby amended in its entirety to read as follows:

Section 14. Miscellaneous. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All Lots and all portions of the Property and any improvements placed thereon shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board of Directors of the Association detracts from the overall beauty and safety of the Property, in accordance with the provisions of Article VI hereof. Notwithstanding anything to the contrary contained in this instrument, no Owner shall be required to disturb any portion of a Lot lying within the wetlands jurisdiction of the United States Army Corps of Engineers, Florida Department of Environmental Regulation, St. Johns River Water

Management District or Orange County, Florida, and each Owner shall comply with all applicable permit conditions, laws and regulations pertaining to such areas.

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.

All primary residence structures constructed upon the Property shall be completed within one (1) year after commencement of construction, except where such completion is impossible due to strikes, fires, national emergencies or natural calamities or unless waived in writing by the Board of Directors of the Association.


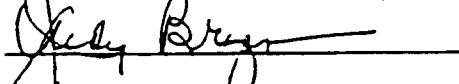
The DRC may, at its option, establish reasonable hours for construction activity so as to result in minimal disturbance to Owners of Lots within the Property.

5. All defined terms contained in this First Amendment shall have the same meanings as such terms are defined by the Declaration.

6. Except as specifically amended hereby, the Declaration shall remain in full force and effect as originally recorded.

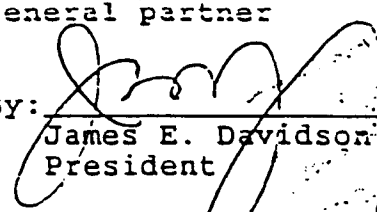
IN WITNESS WHEREOF, the Developer has executed this First Amendment to Declaration of Covenants and Restrictions for University Estates on the date and year first above written.

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
  
\_\_\_\_\_

UNIVERSITY ESTATES, LTD., a Florida limited partnership

By: CP Orlando, Inc., as general partner

By:   
\_\_\_\_\_  
James E. Davidson, Jr.  
President

[CORPORATE SEAL]

OR 4138 PG 0683

STATE OF FLORIDA )  
 )ss  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 17th day of November, 1989, by James E. Davidson, Jr., the President of CP Orlando, Inc., a Florida corporation, on behalf of the corporation, as general partner of UNIVERSITY ESTATES, LTD., a Florida limited partnership, on behalf of the partnership

*Diana A. Hubert*  
NOTARY PUBLIC, State of Florida  
at Large.

My Commission Expires:

C357

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: AUG. 2, 1991.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

RECORDED & RECORD VERIFIED

*Martha A. Boyce*  
County Comptroller, Orange Co., FL

Return To:

OR 4138 FG 0684

→ Allen, Brown + Buidler, P.A. (MJB)  
359 CAROLINA AVENUE  
WINTER PARK, FL. 32790