

RESTATEMENT OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR THE GROVES

This Restatement of Declaration made on this 12th day of  
April, 1990, by FAR EAST BUILDERS, INCORPORATED, a Florida  
corporation, and TOMPKINS INVESTMENT GROUP INCORPORATED, a Delaware,  
corporation, hereinafter collectively referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant caused to be placed of record a Declaration of Covenants,  
Conditions and Restrictions for The Groves dated March 22, 1989 and recorded in Official  
Records Book 3280, Page 1561, Public Records of Volusia County, Florida; and

WHEREAS, said Declaration failed to adequately describe the property encumbered  
by the Declaration, failed to adequately set forth the duties, obligations and responsibilities  
of the Association, and failed to set out the criteria required for FHA/VA approval for  
said subdivision; and

WHEREAS, Declarant is the Owner of all those certain properties in Volusia  
County, Florida, being more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof

and

WHEREAS, Declarant now desires to restate said Declaration to adequately provide  
for those things set forth above.

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

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to the Association of the Groves  
Homeowners, Inc., a Florida corporation not for profit, its successors and assigns. The  
Association shall own the Common Elements and facilities thereof, if any, hereafter

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created, and shall be responsible for the operation and maintenance thereof, and shall be responsible for the performance of such other duties as are set forth in this Restated Declaration.

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

3. "Properties" shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The initial common elements shall be those parcels shown on the plats of the Properties and dedicated to the Association thereon. The Declarant reserves the right to hereafter convey additional portions of the Properties to the Association to constitute Common Areas but shall have no obligation to do so.

5. "Lot" shall mean and refer to the building Lots of land shown upon the recorded subdivision plats of the Properties described above.

6. "Permit" shall mean St. Johns River Water Management District Permit No. 4-127-0041M2, as such permit may from time to time be modified in accordance with the rules, regulations and procedures of SJRWMD.

7. "SJRWMD" shall mean the St. Johns River Water Management District, a public body existing pursuant to Chapter 373, Florida Statutes, its successors and assigns.

8. "Dwelling Unit", "Unit", or "Living Unit" shall mean and refer to any building or portion thereof constructed on a Lot and intended for use and occupancy as a single family residence susceptible to ownership in fee simple as to which Dwelling Unit a certificate of occupancy has been issued by the applicable governmental authorities, whether such Dwelling Unit is detached from or connected by a party wall or other structural element to other Dwelling Units.

9. "Declarant" shall mean and refer to Far East Builders, Incorporated, a Florida corporation, its successors or assigns.
10. "Lakes, Ponds and/or Canals" shall mean all areas established for storage or treatment of storm water or surface water.
11. "Builder" shall mean and refer to any individual or entity duly licensed and qualified in the State of Florida for the construction of residential dwellings who purchases a Lot or Lots in the subdivision for the sole purpose of constructing a residential dwelling for sale to an Owner.
12. "Multi-Family Residential Parcel" shall mean and refer to the apartment complex known as "The Groves Apartments" and situated upon property described as The Groves Phase A as per Plat Book 42, Page 146, Public Records of Volusia County, Florida.

#### ARTICLE II - PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every Owner and the Association shall have a right and easement of enjoyment in and to any Common Area 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 hereafter situated upon any Common Area;
  - b) the right of the Association to suspend the voting rights and right to use of recreational facilities; if any, as to any Owner for any period during which any assessment against such Owner's Lot remains unpaid and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations;
  - c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by its members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds of all votes eligible to be cast by both member classes of the Association.
2. Delegation of Use. Any Owner may delegate, in accordance with the by-laws, such Owner's right of enjoyment to the Common Area and facilities to the members of

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such Owner's family, tenants, or contract purchasers who reside on the property.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

1. Assessment. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

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

CLASS A - Class A members shall be defined as all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B - The Class B members shall be the Declarant and Builder or their successors or assigns, and shall be entitled to twelve (12) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b) on December 31, 1994, or
- c) when Declarant requests that Class B membership be converted to Class A membership.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for 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, 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 land 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title, except as hereinafter provided.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas, entranceway, islands in roadways, identification signs, landscaping, irrigation systems, and storm and/or surface water management system. Said maintenance, in addition to the foregoing, shall include the continual maintenance and cleaning of the storm and/or surface water management system required by the Department of Environmental Regulation and/or the St. Johns River Water Management District pursuant to permit number 4-127-0041M2 and/or the City of Port Orange. The improvement and maintenance of the Common Areas, entranceway, islands in roadways, identification signs, landscaping, irrigation systems and storm and/or surface water management system shall be the sole responsibility of the Association, and the Association is hereby granted easements as necessary for such improvement and maintenance, specifically including access easements over the Lots for access to the lakes and maintenance easements over those portions of the Lots upon which the lakes are located.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment shall be Seventy Five and No/100 Dollars (\$75.00) per year per Lot.

a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased by the Directors of the Association each year but not more than 5% above the maximum assessment for the previous year without a vote of the membership.

b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased more

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than 5% by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

c) The Board of Directors shall fix the assessment annually at amounts not in excess of the maximum as well as the dates of the initial assessments and all matters pertaining to the collection of assessments.

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, re-construction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto; provided that any such special assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

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 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At any Owners meeting held under the provisions of paragraph 3b) or paragraph 4 of this Article, the presence of members or of proxies entitled to cast 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-third of the total votes of each class of membership. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a quarterly basis.

7. Date of Commencement of Annual Assessments. Due Dates: The right of the Association to collect annual assessments provided for herein shall commence as to all Lot on the date of the recording of the Original Declaration in the public records of Volusia County, Florida. The Board of Directors shall determine the date of commencement of

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the initial annual assessments. No Lot owned by the Declarant or Builder shall be subject to any assessment until a residence has been constructed thereon and occupied. 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 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on 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.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property involved, or both. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of such Owner's Lot.

9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. 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 assessment as to payments which became due prior to such sale or transfer, unless a claim of lien has been recorded by the Association prior to the recording of the mortgage. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. Exempt Property. The following property subject to this Restated Declaration shall be exempt from assessments, charges and liens created herein: (i) all property to the extent of any easement or other interest therein dedicated and accepted by local public

authority and devoted to public use; (ii) all Common Areas; (iii) all property exempt from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemptions; and (iv) the Multi-Family Residential Parcel as defined in this Restated Declaration shall be exempt from the assessments set forth in this Article as provided for in that certain Agreement dated March 16, 1989, and recorded in Official Records Book 3280, Page 1572, Public Records of Volusia County, Florida. The Agreement provides access to the eastern shore of the lake to the Association for operation and maintenance; provides for the Multi-Family Residential Parcel to contribute \$600.00 per year to the costs of such maintenance and upkeep; permits the residents, their guests and invitees access to the lake for recreational pursuits allowed by the Declaration and holds the owner of the Multi-Family Residential Parcel harmless from any liability for damages to person or property arising out of the performance of the Association in maintaining the eastern perimeter of said lake.

ARTICLE V - BUILDING AND USE RESTRICTIONS

1. Land Use and Building Type. No one other than Declarant or Builder shall use any Lot except for residential purposes. Unless otherwise specifically allowed or permitted under these covenants, no structure shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height. No building or other structure at any time situate on said land shall be used for any business or manufacturing purposes, and no duplex residence, garage apartment or apartment house shall be erected or placed on or allowed to occupy said land.

2. Declarant's Right to Resubdivide or Replat. Declarant shall have the right to resubdivide or replat any of the said land owned by it. In the event any of said land is resubdivided or replatted for rights-of-way for roads, streets or easements, none of the restrictions contained herein shall apply to the portions thereof used for such purposes.

3. Garages. Each home shall have an attached garage. No garage shall be enclosed permanently or converted to another use without the substitution of another attached enclosed garage of the same kind of or matching material as and conform architecturally to the construction of the Dwelling Unit. All garages must have overhead



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garage doors, which shall be maintained in a useful condition and shall be kept closed when not in use. Carports will not be permitted. The Declarant and/or Builder shall be exempt from this provision.

4. Storm/Surface Water Management. The St. Johns River Water Management District has jurisdiction over this subdivision and has issued Stormwater Discharge Permit Number 4-127-0041M2 authorizing construction and operation of a storm and/or surface water management system to serve the subdivision. No alteration nor impairment to any part of the aforementioned system, including but not limited to, lakes, swales and pipes, including the obstruction of ditches or drainageways and the dumping of refuse or debris and the construction, installation or permitting of any docks in the ditches, drainageways or lakes, will be allowed without the written consent of the Declarant. No powerboats shall be permitted on any lake or canal. No vegetation planted on the perimeters of the lakes for the purpose of providing valuable stormwater quality benefits shall be disturbed, molested or uprooted by any person or instrument, except that cattails may be removed by hand methods.

5. Outbuildings. No outbuilding shall be erected, placed or altered on any Lot without the approval of the Architectural Control Committee. The Declarant and/or Builder shall be exempt from this provision.

6. Approval of Structure. No residence, structure, wall, fence or swimming pool or any additions thereto or remodeling thereof shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of such have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location of improvements with respect to topography and finished grade elevation. No built up roof will be permitted in the construction of any dwelling. Approval shall be as provided in paragraph 18 below. No outbuildings or drives, walks, fences, walls or swimming pools shall be erected or constructed on any Lot prior to the erection or construction of a permanent residence thereon. No fence, wall, bulkhead or structure of any kind will be permitted below the top of the slope of the lake bank as shown on the final survey on

lakefront Lots. Docks will not be permitted. ✓

7. Nuisances. No noxious or offensive activity shall be carried on upon any nor shall anything be done thereon which may be or may become an annoyance nuisance to the neighborhood.

8. Recreational and Commercial Vehicles. No commercial vehicles, boat trailers of any type shall be permitted to be placed on any Lot subject to these covenants unless such shall be placed or parked out of sight in a fenced side yard or fenced rear of a Lot, but not placed in the side yard of a corner Lot on the side abutting a street. wheeled vehicles of any kind or any other offensive objects may be kept or parked in state of disrepair between the paved road and residential structures. No automobile trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the Lot. For purposes of this paragraph, a vehicle which is a 3/4 ton or less truck used for transportation to and from the Lot Owner's employment shall not be considered a commercial vehicle. No travel trailers or motorized homes shall be permitted unless approved by the Architectural Control Committee. Said approval shall be in writing and shall specify the location, size and placement of such motorized home or travel trailer. The decision to grant such exception is discretionary with the Architectural Control Committee and shall be capable of being withdrawn should the terms and conditions set forth by the Architectural Control Committee not be complied with by the Lot Owner to whom such exception is granted. The decision to grant such exception is discretionary with the Architectural Control Committee and the decision to not grant such an exception shall not be subject to judicial review.

9. Temporary Structures. No structures of a temporary character, trailer, tent, motorized home, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. The Declarant and/or Builder shall be exempt from this provision.

10. No Subdivision. No Lot located within the Property shall be subdivided to constitute more than one building Lot, except that the Declarant shall have the right to resubdivide or replat as set forth in paragraph 2 of this Article V.

11. Signs. No one, other than Declarant or Builder, shall display a sign of any kind to the public view on any Lot without the prior written approval of the Architectural Control Committee except one sign of not more than two square feet advertising the property for sale, or after one (1) year from the closing date on the Lot, one sign of not more than two (2) square feet advertising the property for rent. The entranceway identification signs shall be exempt from this provision and shall remain for the enjoyment of the Owners of all Lots. The Association shall maintain the entranceway signs as a common expense. The Architectural Control Committee shall have the right to promulgate standards for the quality, size, appearance, location and type of all signs to be displayed to public view.
12. Clotheslines. There shall not be permitted on any Lots any exterior clotheslines without approval of the Architectural Control Committee.
13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.
14. Livestock and Poultry. 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 in reasonable numbers may be kept provided they are not kept, bred or maintained for any commercial use and do not create safety, health or nuisance problems. No Pit Bulldogs or any dogs with a predominantly bulldog breeding history or background shall be allowed on any Lot.
15. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street except on scheduled garbage pick up days.

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16. Motorists' Vision to Remain Unobstructed. The Declarant or the Architectural Control Committee shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot, if the location of same will, in the sole judgment and opinion of the Declarant or the Architectural Control Committee, obstruct the vision of motorists upon any of the streets.

17. Landscaping. The mass indiscriminate cutting down of trees is expressly prohibited without the written consent of the Architectural Control Committee, EXCEPT those areas where buildings and other improvements shall be located; i.e., homes, patios, driveways, parking and recreational areas, etc. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. All disturbed areas on any Lot must be seeded or covered with sod or mulch and maintained to present a pleasing appearance and to prevent the growth of weeds. It is the responsibility of each Lot Owner whose Lot abuts a lake to maintain the lake bank to the waters' edge. It is the responsibility of each Lot Owner to maintain the area between the front property line of his Lot and the street, as well as the side property line and the street in the case of corner Lots. It is the responsibility of each Lot Owner to prevent erosion on all areas of his Lot, including easements, by sodding, seeding, and mulching, or other methods which may be deemed appropriate. In the event a Lot Owner fails to maintain his lake bank as provided for above, then in such event, the Association, in its discretion, shall have the right but not the obligation to enter upon any Lot after reasonable notice to the Lot Owner for the purpose of maintaining such lake bank, including but not limited to the prevention of erosion, mowing or clearing, and such entrance for those purposes shall not be deemed a trespass but shall be deemed a license coupled with an interest. The cost incurred by the Association in exercising its rights under this paragraph shall constitute a special assessment against the Lot Owner and shall in every respect constitute a lien on the Lot as would any assessment hereunder. The Declarant and/or Builder shall be exempt from this provision.

18. Architectural Control Committee.

a) Membership. The Architectural Control Committee shall be composed

of three (3) persons appointed by Declarant. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. So long as Declarant owns any Lots in the subdivision, Declarant shall have the right to appoint the members of such Committee. At any time after Declarant has sold all Lots or has waived, in writing, its right to appoint such Committee members, the then record Owners of a majority of the Lots shall have the power and right through a duly recorded written instrument to elect the members of the Committee, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. Such rights may be assigned to the Association of the Groves HomeOwners, Inc.

b) Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

19. Utility Lines. All water, sewer, electrical, telephone, television, gas and other utility lines shall be placed underground. Unless the Architectural Control Committee has given its prior written approval, no antenna, aerial or satellite receiving dish shall be placed upon a Unit or within a Lot. The granting by the Architectural Control Committee of its approval in one instance shall not affect the ability of the Committee to withhold its approval in other instances for any reason whatsoever.

20. Air Conditioning Units. No air conditioning units may be installed in any window.

21. Roadways. No one, other than Declarant or Builder, shall use any Lot or any portion thereof for roadway purposes and no one, other than Declarant or Builder, shall construct a driveway upon any Lot except to serve the Lot upon which it is constructed. Unless approved in writing by the Architectural Control Committee, only one driveway per

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Lot, said driveway serving the garage on the Lot, shall be permitted.

22. Utility Provisions. The City of Port Orange or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. No well of any kind shall be dug or drilled on any one of the Lots to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from the City of Port Orange or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard and garden of any Lot or to be used exclusively for irrigation. All sewage from any building must be disposed of through its sewage lines and through the sewage lines and disposal plant owned or controlled by the City of Port Orange or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. The City of Port Orange has a non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described in this Restated Declaration and the plat of the Properties for the purpose of ingress, egress and installation and/or repair of water and sewage facilities within the easements shown on the plat.

23. Easements.

a) Easement over Common Area. For so long as Declarant is the owner of a Lot in the Property, the Declarant hereby reserves unto itself the right to grant an easement in perpetuity over, upon, under and across all Common Areas shown on the recorded subdivision plat of the Properties together with the right to grant easements to others and such easement shall include, but shall not be limited to, the right to use the said Common Area to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and retention and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation or to provide for drainage and

retention and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

b) Easement over Lots. For so long as Declarant is the Owner of any Lot, the Declarant hereby reserves unto itself the right to reserve an easement to itself or grant an easement to any other entity over each Lot owned by Declarant for purposes of ingress and egress, to include drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Declarant shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of the easement; provided however, that Declarant shall not have the power to release any portion of a utility easement on a Lot without the consent of the utility company providing the utilities served by that utility easement.

c) Easement for Overhang. Since some Dwelling Units or other structures within The Groves may be constructed in close proximity to one or more boundary lines of such Unit's Lot, it is necessary to assure that the Owner of any such Dwelling Unit or other structure, together with his guests, employees, servants, invitees, and, where necessary, the Association shall have the right of ingress, egress and access to all portions of the Dwelling Unit or other structure, including those portions that are in close proximity to a Lot line (where access might otherwise be restricted), for maintenance and utility purposes. Therefore, a private, nonexclusive easement is hereby reserved for maintenance and utility purposes, together with the right of ingress and egress thereto, over that portion of all Lots contained within The Groves, which are located within six (6') feet, measured at right angles, from the exterior wall(s) of any house, building, Dwelling Unit or similar structure, constructed on any adjacent Lot in favor of and for the benefit of the Owner of such adjacent Lot, his guests, servants, employees, invitees and, where appropriate, the Association. The foregoing easement is intended to include the right of ingress and egress to the easement area so that an Owner shall, at all times, have free and unobstructed access to the easement area. The easement area shall be measured at right angles to all

portions of Dwelling Units or other structures located within six (6) feet of an adjacent Lot line, including at right angles to the corners of such structures, the result of which shall be a fan shaped easement area on the adjacent Lot, the outside boundary of which is (6) feet from any structure on an adjacent Lot.

d) Easement for Construction Overlap. An exclusive easement for any unintentional encroachment by any Dwelling Unit upon any other Lot caused by resulting from the original construction of improvements shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment.

c) Establishment of Easements. All easements, as provided for in this Article, shall be established by one or more of the following methods, to wit:

- (i) By a specific designation of an easement on the recorded plat of The Groves;
- (ii) by a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit;
- (iii) by a separate instrument, said instrument to be subsequently recorded by the Declarant;
- (iv) by virtue of the reservation of rights set forth in Section 2 of this Article.

f) Easement Restrictions. Easements for installation and maintenance of utilities and drainage facilities are reserved as designated in subparagraph b) of this Article. Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction or flow of drainage channels in the easements.

24. Enforcement. Any person owning any portion of the above described lands may institute proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain any existing or threatened violation or to recover damages. SJRWMD shall have the right to enforce by proceedings at law or in equity the provisions contained in this Restated Declaration.



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

26. Indemnification. The Owner or Owners of all Lots abutting the lakes within the Properties shall, by virtue of having acquired said Lots subject to these covenants and restrictions, be deemed to have assumed all of the obligations and responsibilities of Declarant, as set forth in the plats as recorded as follows:

The Groves Phase A, Plat Book 42, Pages 146, 147;

Replat of The Groves Phase B, Plat Book 43, Page 18;

all of the public records of Volusia County, Florida, hereinafter referred to as the "Plat", and have agreed to indemnify Declarant and save Declarant harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury, or property damage, or any other damage arising from or out of any occurrence in, upon or at or from the lakes as shown on the Plat, or any part thereof, or occasioned wholly or in part by any act or omission of Owners, Owners' agents, contractors, employees, servants, licensees, or concessionaires with the property.

27. Amendment. The covenants and restrictions of this Restated Declaration shall run with and bind the land for a term of thirty (30) years from the date this Restated Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years each, unless sixty-seven percent (67%) of the then Owners elect not to reimpose them as evidenced by an instrument executed by such Owners and recorded during the six months immediately preceding the beginning of any renewal period. The Declarant reserves and shall have the sole right to: a) amend these covenants and restrictions so long as the Declarant owns at least one (1) Lot within the subdivision; and b) to release any building plat from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant, in its sole opinion, deems such violations to be insubstantial violations or if Declarant, in its sole

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VOLUBA CO., FL

opinion, deems such violations necessary for construction and/or sales. Subject to the above rights reserved by the Declarant, this Restated Declaration may be amended by an instrument signed by not less than sixty-six percent (66%) of the Lot Owners, provided that any amendments which affect the storm and/or surface water management system for the Property must have the prior approval of St. Johns River Water Management District. Notwithstanding the foregoing, any amendment to this Declaration which adversely affects any lender, holder, insurer or guarantor of any first mortgage on the Property as of the date of recording of this Declaration, shall not become effective unless joined in and consented to by such lender, holder, insurer or guarantor. Any amendments must be recorded.

In addition, the Declarant reserves and shall have the sole right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Properties, or any other person: (i) to amend this Restated Declaration to comply with any requirements of a governmental agency, institutional first mortgagee or other person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; or (ii) to amend this Restated Declaration or the legal documents of the Association to cure any ambiguity or error or any inconsistency between these provisions and the legal documents of the Association or the Plat. Such an amendment to this Declaration, the Articles of Incorporation or By-Laws of the Association need be signed and acknowledged only by the Declarant and need not be approved by the Association, Lot Owners or lienors or mortgagees of Lots, whether or not elsewhere required for an amendment, provided, however, that any amendments which affect the storm and/or surface water management system for the Property must have the prior approval of St. Johns River Water Management District.

23. 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 any person or persons owning any Lot on said land (ii) to proceed at law for the recovery of damages against those so violating or attempting to violate any

of such covenants and restrictions; and (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any of such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of 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 fees and court costs 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.

29. Limitation. Nothing contained in this Restated Declaration shall be interpreted or enforced to prevent Declarant or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the property owned or controlled by Declarant whatever it may determine to be necessary, convenient, or desirable to complete the development of the property as a residential community including but not by way of limitation, construction and installation of streets, utility systems, community facilities, and other improvements, and the sale, lease or other disposition of the property and parcels and the construction and use of sales offices and model units to achieve such purposes.

30. Annexation.

(a) Additional residential property and Common Area other than that described in subparagraph (b) below, may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

(b) Additional land described on Exhibit "B" attached hereto may be annexed by the Declarant without the consent of members so long as the Declarant is the Class B member of the Association, provided that the Federal Housing Administration ("FHA") or the Veterans Administration ("VA") consent to such

annexation. Upon annexation of said additional land, the owners of lots within the land so annexed for all intents and purposes shall be deemed to be members of the Association of The Groves Homeowners, Inc. in accordance with the provisions of this Restated Declaration. The owners of the lots shall be subject to its rules, regulations and bylaws in the same manner and with the same effect as the original Lot Owners and shall have the same rights and obligations as to the Common Areas as the original Lot Owners. When said additional land is annexed, the Declarant shall file an Amendment among the public records of Volusia County, Florida, which Amendment shall reference this Restated Declaration and shall contain the legal description of the land annexed. Notwithstanding any other provision of this Restated Declaration to the contrary, the Amendment adding such annexed land shall not be required to be executed by any existing Lot Owners, other than Declarant. provided, however, the annexation provided for in this subparagraph (b) shall occur only after platting of said additional land by the Declarant, and nothing contained herein shall in any way be construed as an encumbrance upon said additional land prior to the platting of the same by the Declarant; provided, however, that said additional land shall not be subject to the assessments of the Association until the development of said land has been completed as indicated by issuance of a letter of acceptance by the City of Port Orange.

31. Right of Association to Merge. The Association retains the right to merge with any other homeowners association, provided such homeowners association is for an FHA or VA approved subdivision and provided FHA or VA approves such merger. This right shall be exercised by recordation of an Amendment to this Restated Declaration recorded among the Public Records of Volusia County, which Amendment shall set forth a legal description of the property to which this Restated Declaration, as amended, shall apply. The Amendment shall further have attached to it a resolution of this Association and the homeowners association with which a merger is to take place, and such resolution shall be certified by the Corporate Secretary thereof and shall state:

(a) That a meeting of the homeowners association was held in accordance

with its bylaws;

(b) That a two-thirds (2/3) vote of all classes of members approved the merger.

The foregoing certificates when attached to the Amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

32. This Declaration is being restated for the purpose of curing ambiguous language contained in the original Declaration as recorded; providing a more accurate legal description of the Properties encumbered by the provisions of the Declaration; and complying with Federal National Mortgage Association, Veterans Administration or Federal Housing Authority requirements. In that regard, this Restated Declaration covers all of the Properties in the attached Exhibit "A"; however, in the event a Lot contained within the Properties described herein was conveyed to an Owner prior to this Restated Declaration being placed of record, and that Owner objects to or fails to consent to this Restated Declaration, then this Restated Declaration shall be of no force and effect as to such Lot.

IN WITNESS WHEREOF, the Restated Declarant has executed this instrument on the day and year first above written.

Signed, sealed and delivered in the presence of:

Margaret J. Sallee  
[Signature]

FAR EAST BUILDERS,  
INCORPORATED

By: Dipak D. Jobalia  
Dipak D. Jobalia, President

(CORPORATE SEAL)

TOMPKINS INVESTMENT GROUP  
INCORPORATED

By: [Signature]

(CORPORATE SEAL)

[Signature]  
[Signature]

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VOLUSIA

STATE OF FLORIDA )  
COUNTY OF VOLUSIA )

The foregoing instrument was acknowledged before me this 12th day of April, 1990, by Dipak D. Jobalia, President of FAR EAST BUILDERS INCORPORATED, a Florida corporation, on behalf of the corporation.

*Richard J. Salvo*  
Notary Public  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept. 27, 1992  
Bonded thru my Fidelity Insurance Co.



STATE OF FLORIDA )  
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me this 12th day of April, 1990, by Thomas N. Tompkins, Chief Executive Off of TOMPKINS INVESTMENT GROUP INCORPORATED, a Delaware corporation, on behalf of the corporation.

*Lucina P. Schroeder*  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES DEC. 5, 1992  
BONDED THRU GENERAL INS. CO.

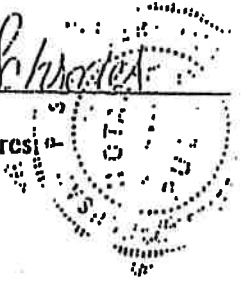


EXHIBIT A

The Groves Phase A, according to the Plat thereof as recorded in Plat Book 42, Pages 1 and 147, Public Records of Volusia County, Florida, less and except that portion shown on said Plat as Parcel "A-1" (apartment site) and less and except those lots previously conveyed which may not be subject to this Restated Declaration (see Article V, Section 32); and

Replat of The Groves Phase B, according to the Plat thereof as recorded in Plat Book 42, Page 18, Public Records of Volusia County, Florida, less and except those lots previously conveyed which may not be subject to this Restated Declaration (see Article V, Section 32).

LEGAL DESCRIPTION - THE GROVES PHASE 'C'

A PORTION OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA FLORIDA DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 6, RUN  $00^{\circ}32'27"$  E ALONG WEST LINE OF SAID SECTION 6, A DISTANCE OF 1,650.28 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE, RUN  $68^{\circ}28'50"$  E, A DISTANCE OF 612.59 FEET TO THE WESTERLY BOUNDARY OF THE GROVES, PHASE 'A', AS RECORDED IN MAP BOOK PAGE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY, RUN  $00^{\circ}31'10"$  E, A DISTANCE OF 139.99 FEET; THENCE  $02^{\circ}09'14"$  W, A DISTANCE OF 50.02 FEET; THENCE  $00^{\circ}31'10"$  W, A DISTANCE OF 380.00 FEET; THENCE  $109^{\circ}28'50"$  E, A DISTANCE OF 160.00 FEET; THENCE  $00^{\circ}31'10"$  W, A DISTANCE OF 46.71 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF  $59^{\circ}26'11"$ ; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF  $61^{\circ}48'07"$ ; AND A CHORD BEARING OF  $62^{\circ}03'18"$  W, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 161.80 FEET; THENCE  $68^{\circ}09'15"$  W, A DISTANCE OF 100.00 FEET; THENCE  $60^{\circ}15'45"$  E, A DISTANCE OF 200.00 FEET; THENCE  $65^{\circ}00'00"$  E, A DISTANCE OF 440.79 FEET TO A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1,500.00 FEET, A CENTRAL ANGLE OF  $16^{\circ}09'36"$ ; AND A CHORD BEARING OF  $160^{\circ}27'49"$  E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 423.08 FEET; THENCE  $61^{\circ}27'27"$  E, A DISTANCE OF 100.00 FEET TO THE BOUNDARY OF THE GROVES, PHASE 'D', AS RECORDED IN MAP BOOK PAGE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY RUN ALONG THE ARC OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1,400.00 FEET, A CENTRAL ANGLE OF  $16^{\circ}09'36"$ ; AND A CHORD BEARING OF  $66^{\circ}27'45"$  W, A DISTANCE OF 394.87 FEET; THENCE  $66^{\circ}22'57"$  W, A DISTANCE OF 151.22 FEET; THENCE DEPARTING SAID BOUNDARY, CONTINUE  $66^{\circ}22'57"$  W, A DISTANCE OF 151.66 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1,599.99 FEET AND A CENTRAL ANGLE OF  $2^{\circ}01'21"$ ; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 810.46 FEET; THENCE  $89^{\circ}24'18"$  W, A DISTANCE OF 104.03 FEET TO THE WEST LINE OF SAID SECTION 6; THENCE  $00^{\circ}34'05"$  E ALONG SAID WEST LINE, A DISTANCE OF 623.01 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 6; THENCE  $00^{\circ}32'27"$  W ALONG SAID LINE, A DISTANCE OF 987.13 FEET TO THE POINT OF BEGINNING, CONTAINING 27.015 ACRES.

THE GROVES, PHASE 'D'

A PORTION OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND PARCEL B-2, THE GROVES PHASE 'D', AS RECORDED IN MAP BOOK PAGE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID SECTION 6, RUN SOUTH  $00^{\circ}32'27"$  EAST ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 2637.41 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE SOUTH  $00^{\circ}34'05"$  EAST ALONG SAID WEST LINE, A DISTANCE OF 623.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $00^{\circ}34'05"$  EAST ALONG SAID WEST LINE, A DISTANCE OF 696.30 FEET; THENCE DEPARTING SAID LINE, RUN SOUTH  $89^{\circ}49'49"$  EAST, A DISTANCE OF 903.11 FEET TO THE BOUNDARY OF THE GROVES, PHASE 'D', AS RECORDED IN MAP BOOK PAGE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY, RUN NORTH  $00^{\circ}10'11"$  EAST, A DISTANCE OF 115.00 FEET; THENCE NORTH  $89^{\circ}49'49"$  WEST, A DISTANCE OF 56.70 FEET; THENCE NORTH  $00^{\circ}10'11"$  EAST, A DISTANCE OF 50 FEET; THENCE SOUTH  $89^{\circ}49'49"$  EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH  $00^{\circ}10'11"$  EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH  $89^{\circ}49'49"$  WEST, A DISTANCE OF 36.00 FEET; THENCE NORTH  $00^{\circ}10'11"$  EAST, A DISTANCE 22.29 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 380.00 FEET AND A CENTRAL ANGLE OF  $50^{\circ}00'00"$ ; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 331.61 FEET; THENCE NORTH  $50^{\circ}10'11"$  EAST, A DISTANCE OF 177.58 FEET; THENCE NORTH  $39^{\circ}49'49"$  WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH  $50^{\circ}10'11"$  EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH  $35^{\circ}52'52"$  WEST, A DISTANCE OF 257.58 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH  $60^{\circ}22'57"$  WEST, A DISTANCE OF 151.66 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1599.99 FEET AND A CENTRAL ANGLE OF  $29^{\circ}01'21"$ ; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 810.46 FEET; THENCE SOUTH  $89^{\circ}24'18"$  WEST, A DISTANCE OF 104.03 FEET TO THE POINT OF BEGINNING.



JOINDER AND CONSENT TO RESTATED DECLARATION

FIRST FLORIDA BANK, N.A. (hereinafter "First Florida"), as the owner holder of that certain Mortgage and Security Agreement recorded in Official Records 3305, Page 0514, Public Records of Volusia County, Florida (hereinafter the "Mortgage") hereby consents to and joins in the Restated Declaration to which this Joinder and Consent is attached.

IN WITNESS WHEREOF, First Florida Bank, N.A., has caused this instrument to be executed in its name by its proper officer thereunto duly authorized as of 23 day of April, 1990.

Signed, sealed and delivered in the presence of:

Billy Green  
Notary Public

FIRST FLORIDA BANK, N.A.  
By: James J. Stross  
Its: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in State and County aforesaid to take acknowledgments, personally appeared James J. Stross, well known to me to be Vice President of FIRST FLORIDA BANK, N.A., and that he acknowledged executing the same in the presence of two subscribing witnesses free and voluntarily under authority duly vested in                      by said corporation and that seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on 23 day of April, 1990.

Billy L. Green  
Notary Public  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept. 18, 1992  
Record this copy with appropriate fee.



JOINDER AND CONSENT TO RESTATED DECLARATION VOLUNTA CO., FL

AMERICAN PIONEER SAVINGS BANK (hereinafter "American Pioneer"), as the owner and holder of that certain Mortgage and Security Agreement recorded in Official Records Book 3353, Page 373, Public Records of Volusia County, Florida (hereinafter the "Mortgage"), hereby consents to and joins in the foregoing Restated Declaration.

IN WITNESS WHEREOF, American Pioneer Savings Bank has caused this instrument to be executed in its name by its proper officer thereunto duly authorized as of the 24th day of April, 1990.

Signed, sealed and delivered in the presence of:

Pauline Stewart  
Margarita Lucas

AMERICAN PIONEER SAVINGS BANK  
By: Rosemarie K. Anderson  
Its: Assistant Vice President

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF VOLUSIA )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Rosemarie K. Anderson, well known to me to be the Assistant Vice President of AMERICAN PIONEER SAVINGS BANK, and that she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of April, 1990.

Jean A. Pourn...  
Notary Public  
My Commission Expires: ...  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES...  
BOBBED THROUGH GENERAL...

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BOOK 3467 PAGE 0547

VOLUSIA CO., FL

JOINDER AND CONSENT TO RESTATED DECLARATION

FIRST FLORIDA BANK, N.A. (hereinafter "First Florida"), as the owner and holder of that certain Mortgage and Security Agreement recorded in Official Records Book 3128, Page 1059, Public Records of Volusia County, Florida (hereinafter the "Mortgage"), hereby consents to and joins in the Restated Declaration to which this Joinder and Consent is attached.

IN WITNESS WHEREOF, First Florida Bank, N.A., has caused this instrument to be executed in its name by its proper officer thereunto duly authorized as of the 2nd day of May, 1990.

Signed, sealed and delivered in the presence of:

[Signature]  
Julia M. Wallace

FIRST FLORIDA BANK, N.A.

By: [Signature]

Its: Area Sr. Vice President

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF Volusia )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mark O. Blanford, well known to me to be the Area Sr. Vice President of FIRST FLORIDA BANK, N.A., and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of May, 1990.

[Signature]  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept. 17, 1990  
Bonded \$100,000.00

**EXHIBIT D**

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ARTICLES OF INCORPORATION

OF

ASSOCIATION OF THE GROVES HOMEOWNERS, INC.

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is ASSOCIATION OF THE GROVES HOMEOWNERS, INC. (hereinafter called the "Association").

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at Post Office Box 290008, Port Orange, Florida 32129.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 4236 Jackson Street, Port Orange, Florida 32129 and the name of the initial registered agent at that address is Dipak Jobalia.

ARTICLE IV

DEFINITIONS

Unless otherwise provided herein to the contrary, all terms and words utilized herein shall be as defined in that certain Declaration of Covenants, Conditions and Restrictions recorded in the Public Records of Volusia County, Florida, as it may from time to time be amended as provided therein (hereinafter called the "Declaration"), said Declaration being incorporated herein as if set forth at length.