

# Declaration of Restrictions

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## DECLARATION OF RESTRICTIONS ON REAL ESTATE FOR WOODBURY PARK

THIS DECLARATION, made on the date hereinafter set forth by WHITEMARK AT WOODBURY, INC., a Florida corporation (hereinafter referred to as "Developer").

### WITNESSETH:

WHEREAS, Developer is the Owner of certain Property located in Orange County, Florida, which is more particularly described as follows:

A portion of Lot 2 of WOODBURY ROAD APARTMENTS, according to the Plat thereof as recorded in Plat Book 26, Page 16, of the Public Records of Orange County, Florida, more particularly described as follows:

Commence at the Southwest corner of Lot 2 of WOODBURY ROAD APARTMENTS, according to the Plat thereof as recorded in Plat Book 26, Page 16, of the Public Records of Orange County, Florida; thence run N 00°38'17" W along the West line of said Lot 2 a distance of 320.00 feet to the Point of Beginning; thence continue N 00°38'17" W along the West line of said Lot 2 a distance of 621.20 feet; thence run N 89°56'24" E a distance of 317.93 feet; thence run N 78°16'46" E a distance of 392.59 feet; thence run S 19°56'40" E a distance of 87.66 feet; thence run N 70°23'35" E a distance of 80.03 feet; thence run N 19°56'40" W a distance of 15.76 feet; thence run N 57°00'01" E a distance of 93.25 feet; thence run N 29°03'22" E a distance of 243.26 feet; thence run S 90°00'00" E a distance of 306.04 feet to the West right-of-way line of Woodbury Road; thence run S 00°00'23" W along said right-of-way line of Woodbury Road a distance of 737.14 feet; thence departing said West right-of-way line run S 89°15'32" W a distance of 132.13 feet; thence run N 35°25'56" W a distance of 109.46 feet; thence run S 89°15'32" W a distance of 128.34 feet; thence run S 00°44'28" E a distance of 30.00 feet; thence run S 89°15'32" W a distance of 757.18 feet;

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thence run S 00°44'28" E a distance of 230.00 feet; thence run S 89°15'32" W a distance of 220.00 feet to the Point of Beginning.

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

## ARTICLE 1 DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1.1 "Association" shall mean and refer to Woodbury Park Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns, as established pursuant to Articles and Bylaws as shown in the attached Exhibits "A" and "B," respectively.

1.2 "Common Area" shall mean all real Property owned by the Association for the common use and enjoyment of the Owners. The common areas existing at the time of this Declaration are described as follows: Tracts B and C of the above referenced Plat.

1.3 "Developer" shall mean and refer to Whitemark at Woodbury, Inc., a Florida corporation, together with its successors and assigns.

1.4 "Lot" shall mean and refer to any Lot in the Properties and any Lot shown upon resubdivision of any plat of the Properties or any portion thereof.

1.5 "Member" shall mean and refer to all those Owners who are members of the homeowners Association as provided in Section 3.1 hereof.

1.6 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot.

1.7 "Properties" shall mean and refer to that certain real Property hereinabove described.

OR Bk 5161 Pg 3248  
Orange Co FL 5856506

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1.8 "Streets" shall mean the areas designated as streets on the above referenced Plat, which are the areas not included in either a Lot or a Common Area.

## ARTICLE 2 PROPERTY RIGHTS

2.1 **Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

2.1.1 The right of the Association to suspend the voting rights against by an Owner for any period during which any assessment against his Lot remains unpaid or for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

2.2.2 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 the members. No such dedication or transfer shall be effective unless any instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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

2.3 **Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the common area and facilities to the members of his family, his guests, his tenants, or contract purchasers who reside on the Property.

2.4 **Street Lighting or Retention District.** Each Owner, by acceptance of a deed conveying ownership of a Lot, hereby irrevocably consents to the formation of a Municipal Services Taxing Unit or similar tax benefit unit for purposes of installation and maintenance of street lighting facilities or maintenance of retention areas within the properties, and by acceptance of such deed, each Owner irrevocably appoints Developer as its attorney-in-fact for purposes of obtaining and establishing such district.

2.5 **Conservation Areas.** Development rights to Tracts B and C have been dedicated to Orange County, Florida. No construction, clearing, grading or alteration or Tracts B and C is permitted without prior approval of Orange County, Florida, and/or any other state or local governmental agency having jurisdiction over the conservation areas.

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### ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 **Membership.** Every Owner of a Lot which is subject to assessment 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 assessment.

3.2 **Classes of Members.** The Association shall have two classes:  
and right to use of the recreational facilities by an Owner for any period during which any assessment

3.2.1 **Class A.** Class A members shall be all Owners except the Developer, and shall be entitled to one vote for each Lot owned at such time as that Lot is improved and occupied as a residential dwelling unit. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

3.2.2 **Class B.** The Class B member shall be the Developer, who shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

### ARTICLE 4 COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 **Creation of the Lien and Personal Obligation of Assessments.** The Developer, for each Lot owned with the Properties hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) an initial assessment of Fifty and no/100 Dollars (\$50.00), (2) annual assessments or charges, and (3) special assessments for capital improvements or other non-budgeted expenses, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the Property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the party owning the Lot when the assessment falls due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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**4.2 Purpose of Assessments.** The assessments levied by the association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, including specifically, but not by way of limitation, for the improvement and maintenance of the common areas, any subdivision walls constructed within or on a portion of the perimeter of the subdivision, any retention areas not maintained to the Association's satisfaction, including, but not limited to, mowing and maintaining grass, subdivision lights and light fixtures other than those included with any special lighting district, and any landscape easements situated on the Property.

**4.3 Maximum Annual Assessment.** Until December 31, 1997, the maximum annual assessment for each Lot, payable annually or semiannually, in advance, as determined by the Association, shall be Seventy-five and no/100 Dollars (\$75.00).

Commencing January 1, 1998, the amount of the annual assessment shall be in such amounts as adopted by the Board of Directors, payable annually or semiannually in advance until the amount of the assessment is changed by action of said Board of Directors. The assessment amount may be changed at any time by said Board from that originally stipulated herein or from any other assessment that is in the future adopted. Notwithstanding the foregoing, any increase during a year which results in the assessments exceeding the prior calendar year's assessment by more than ten percent (10%) shall require approval by vote of a majority of members present at a meeting called for such purpose. The notice for such meeting shall state that purpose. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The initial assessment shall be Fifty and no/100 Dollars (\$50.00) per lot and shall constitute a contribution to the working capital of the Association. The initial assessment for each Lot shall be due and payable upon the closing of the sale of a Lot from Developer to any other party, and shall be paid by such purchaser. The due date of any special assessment specified herein shall be fixed in the Board resolution authorizing such assessment.

**4.4 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 areas, including fixtures and personal Property related thereto, or for the purpose of defraying any non-budgeted expense including, but not limited to, expenses incurred in enforcing the terms of this Declaration. Any such assessment shall have been approved by two-thirds (2/3) of each class of

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members who are voting in person or by proxy at an Association meeting duly called for this purpose. Special assessments may also be levied as provided for in Articles 6 and 8.

**4.5 Notice and Quorum for Any Action Authorized Under Section 4.4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or of proxies of each class entitled to cast forty percent (40%) of all the votes of each class shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be seventy-five percent (75%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**4.6 Uniform Rate of Assessment.** Except as set forth in Section 4.7, annual and special assessments must be fixed at a uniform rate of all Lots within each class of membership.

**4.7 Date of Commencement of Annual Assessments: Due Date.** The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of such Lot to a purchaser other than Developer. Annual assessments shall not accrue on Lots owned by Developer, and shall be prorated for the remainder of the year upon conveyance of such 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 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 the assessments on a specific Lot have been paid.

**4.8 Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall be subject to a "late fee" of Twenty-five and no/100 Dollars (\$25.00) and shall bear interest from the due date at the highest rate permitted by Florida law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to a reasonable attorneys' fee, including attorneys' fees for appellate proceedings.

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**4.9 Subordination of the Lien to Mortgages.** The lien of the assessment provided for in this Article 4 shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state or federal bank or savings and loan association, a licensed mortgage broker, an insurance company, trust company, savings bank or credit union. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee which has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment equally divided among, payable by, and a lien against all Lots, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

**4.10 Duty to Enforce.** It shall be the legal duty and responsibility of the Homeowners Association to enforce payments of the assessments hereunder.

**4.11 Lot and Exterior Maintenance.** In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements or fences situated thereon in a reasonable manner the Association, after approval by two-thirds (2/3) vote of the Board of Directors and thirty (30) days written notice to the Owner, shall have the right, through its agents and employees, to enter upon said parcel and to repair, clear, trim, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject, which shall be due and payable thirty (30) days from the date said assessment is made. If said assessment is not paid when due and payable, interest shall be charged by the Association at the highest rate permitted by Florida law.

## ARTICLE 5 ARCHITECTURAL CONTROL

**5.1 Architectural Control.** No building, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same and a landscape plan shall have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Architectural Review Board (ARB) composed as set forth below. In the event said ARB fails to approve or disapprove such design and location within thirty (30) days after said



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plans and specifications have been submitted to it, approval shall not be required, and this Article will be deemed to have been fully complied with. The ARB in its sole discretion may grant any variation or modification to these covenants, conditions and restrictions and such variation or modification to these covenants, conditions and restrictions shall be binding on all Owners.

**5.2 Composition.** The original composition of the ARB shall consist of three (3) persons designated by the Declarant. The ARB shall maintain this composition until the sale of the last Lot within the Properties by Declarant, unless the Declarant shall elect at an earlier time to assign the right to select the ARB to the Association. Upon the happening of either event, the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board. The Board of Directors shall be obligated to appoint at least one (1) homeowner of the Association. The Board of Directors of said Association shall have the authority to amend or alter the number of members of the ARB. A quorum of the ARB shall be two (2) members.

**5.3 Duties.** The ARB shall have the following duties and powers:

**5.3.1** to promulgate from time to time residential planning criteria for the Properties. However, any such planning criteria shall be set forth in writing and made known to all Owners and to all prospective Owners of the Association. Any residential planning criteria promulgated by the ARB shall be subject to final approval by the Association. Said residential planning criteria shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

**5.3.2** to approve all buildings, walls or other structures which shall be commenced, erected or maintained upon the Properties and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, shape, height, materials, and location of the same and shall approve in writing as to the harmony of the external design and location in relation to surrounding structures and topography.

## ARTICLE 6 USE RESTRICTIONS

**6.1 Land Use and Building Type.** No Lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling having a minimum, air conditioned living area of one thousand (1,000) square feet. Closets, basement rooms or attic rooms shall not be included in

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calculations to determine whether the dwelling contains the minimum living area. None of the foregoing dwellings shall be more than two stories or exceed thirty-five (35) feet in height.

**6.2 Common Area.** The common area, including the landscape easement areas at the entranceway, together with the structures, signs, lights, irrigation system, retainage areas, any drainage areas, the wall and the fences are for the benefit and well-being of the Owners and shall be retained and maintained at the direction of the Homeowners Association.

**6.3 Signs.** No sign of any kind shall be displayed to public view on any Lot except one professional sign of the builder or contractor and one "For Sale" or "Open House" sign. The builder identification sign must be removed upon completion of the residence, except that if the residence is being used as a model home, the sign must be removed when the residence is sold to or occupied by a third party. In any event, no sign shall be larger than five (5) square feet. No banners, flyers or similar items shall be allowed. Notwithstanding the foregoing, Developer shall be entitled to maintain signs and banners until after sale of the last Lot by Developer.

**6.4 Game and Play Structures.** All basketball backboards, skateboard ramps and other game and play structures will be prohibited without express approval by the ARB, and if approved, shall be located at the rear of the dwelling or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a like kind or nature will not be constructed on any part of the Lot without the prior consent of the ARB.

**6.5 Fences.** No fence or fence walls shall be constructed, erected or maintained on or around any portion of building Lot that is in front of the front setback line of the dwelling. Any fence or wall must be complete, and aesthetically acceptable in design, materials and construction. On corner Lots the building shall be deemed to have two front Lot lines for the purposes of this section only. No fence or fence wall shall exceed a height of six (6) feet nor shall any material used in the construction of said fence consist of any type other than masonry or solid wood acceptable to the ARB. On Lots of the subdivision which abut or are adjacent to the perimeter wall of the subdivision, no other wall or fence structure shall be built parallel to said wall (no matter what the distance is between the wall and the fence) and no other wall or fence structure shall be constructed perpendicular to or in any way adjacent to or leading to said wall which shall exceed a height of five (5) feet or any height which places the top of said wall or fence higher than six inches below the top of the wall as measured at the point of contact between said wall or fence and the wall.

**6.6 Garbage and Trash Disposal.** 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

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containers and, except during pick-up, if required to be placed at the curb, all containers shall be kept out of sight from the street. There shall be no burning of trash or any other waste materials.

**6.7 Nuisances.** No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no solicitations of any kind in the subdivision except by lawful permit obtained from the applicable governmental body, accompanied by written approval of Developer or the Association.

**6.8 Temporary Structures.** No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Nor shall a temporary structure of any kind be used for storage, utility, tools, workshop or otherwise.

**6.9 Livestock and Poultry.** No livestock, horses, poultry or other animals of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets in numbers which do not create a nuisance or health hazard may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennels or animal shelters shall be permitted. No pet or other animal shall be permitted to leave the Lot on which said pet resides unless under leash and in control of its Owner.

**6.10 Clotheslines, Solar Devices.** No clotheslines or similar device shall be permitted to be erected on any Lot or other part of the Properties unless erected and located in such manner so as to not be visible from the subdivision streets or from any adjoining Lot, including Lots to the rear. This provision shall not be interpreted as a prohibition against clotheslines, but rather as a requirement that they be completely screened so as to not be visible to other homeowners.

Any solar panels or other devices for the collection of solar energy shall be placed in a manner so as to be visible to the fewest number of adjoining Properties. Any such devices shall be subject to the architectural review requirements contained in Article 5 of the Declaration, and the ARB is authorized to prescribe the location, color and design of such device. The ARB may prescribe a standard design and color, or may prescribe a design and color which will best blend with the house on which the device is to be placed, or both, in its discretion. All such devices shall be located to the rear of houses and shall be mounted flat against the house roof. In no event shall any such device be visible from any street running in front of or adjacent to the Lot. No such solar device may be mounted on a Lot other than on the dwelling roof.

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**6.11 Vehicles and Repair.** No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in any subdivision. When not in use, all operative vehicles must be parked in the garage or on the driveway and not anywhere else on the Lot or on the street. No outside parking area in addition to the driveway shall be permitted unless specifically approved by the ARB and only then if said additional parking area is not visible from the street or any adjoining Lot(s). All boats, trailers, travel trailers, campers and recreational vehicles must be kept in a garage or other approved enclosure at all times.

**6.12 Easements.** Easements for installation and maintenance of landscaping, utilities and drainage facilities are reserved as shown on the recorded plat, or as heretofore granted by said Developer and at this time a part of the public records of Orange County, Florida. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of the flow or drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company or the Association is responsible. No above ground wires or pipes shall be permitted within the utility easements.

**6.13 Antennas; Satellite Receivers.** There shall not be permitted to exist anywhere on the Properties any outside antennas or other devices for the purposes of reception of television, radio, ham radio or similar signals. The term antenna as used herein shall be interpreted to specifically prohibit the construction or installation of a satellite dish or similar type of receiving device, whether such device is to be part of the structure or located on the Lot apart from the structure. Notwithstanding the foregoing, satellite receivers of eighteen (18) inches or smaller may be permitted with consent of the ARB, subject to screening requirements made part of such consent.

**6.14 Drainage and Grading.** The drainage, water conservation easements shown on record plat and drainage or swale features constructed by the Developer shall not be disturbed or modified. No drainage ditches, cuts, swales, streams, impoundments, ponds, or lakes; no mounds, knobs, dams, or hills; and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior written consent of the ARB, whether on private Property or common area.

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## ARTICLE 7 GENERAL PROVISIONS

7.1 **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 four (4) successive periods of ten (10) years each.

7.2 **Amendments.** In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the approval of a seventy-five (75%) percent vote of the membership in the Association at a regular or special meeting called for said purpose. So long as the Developer is the Owner of any Lot affected by this Declaration the Developer's consent to any amendment must be obtained. Additionally, the Developer shall have the right, in its sole discretion, to amend this Declaration of Restrictions on Real Estate, until such time occurs that the Developer sells or conveys the last Lot in the subdivision and all subsequent grantees of the Property, hereby grant to Developer their powers of attorney to effect any change, amendment or modification deemed to be required by Developer, its successors and/or assigns.

7.3 **Enforcement.** If the Owner or Owners of Property in Woodbury Park or any other person or persons or any of them or any of their heirs, personal representatives, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for the Association or any other person or persons owning any real Property situated in said Woodbury Park to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages, including, but not limited to attorneys' fees incurred before or during trial and on appeal.

7.4 **Notice to Lot Owners.** Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the Lot address of the person who owns the Lot.

7.5 **Severability.** Invalidation of any one of these covenants or restrictions on any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned has caused this Declaration of Restrictions on Real Estate for Woodbury Park to be executed in its name.

Witnesses:

WHITELARK AT WOODBURY, INC.,  
a Florida corporation

Emsie M. Tracy  
Printed name: ELSIE M. TRACY

By:

Kenneth Lawrence White  
Kenneth Lawrence White,  
President  
257 Plaza Drive - Suite D  
Oviedo, FL. 32756

Patricia A. White  
Printed name: PATRICIA A. WHITE

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of October, 1996, by Kenneth Lawrence White as President of WHITELARK AT WOODBURY, INC., a Florida corporation, on behalf of the corporation. He

- is personally known to me; or
- has produced \_\_\_\_\_ as identification.

Emsie M. Tracy  
Printed name: ELSIE M. TRACY  
Notary Public-State of Florida at Large  
Commission number: CC581894  
My Commission expires: 10/12/98

