

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

027795

THIS DECLARATION, made on the date hereinafter set forth by
U. S. EQUITY CORPORATION and DWAIN CARR, TRUSTEE, hereinafter
jointly referred to as "Declarant".

MAY 31 9 06 AM '81

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located
in Volusia County, Florida, which is more particularly described
in Exhibit "A" attached hereto.

NOW, THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants, and
conditions, which are for the purpose of protecting the value and
desirability of, and which shall run with, the real property and be
binding on all parties having any right, 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 I

DEFINITIONS

Section 1. "Association" shall mean and refer to STONE
ISLAND HOMEOWNERS ASSOCIATION, INC., a non-profit corporation
organized under the laws of the State of Florida, its successors
and assigns.

Section 2. "Owner" shall mean and refer to the record owners,
whether one or more persons or entities, of a fee simple title to
any lot or condominium unit which is a part of the properties, in-
cluding contract sellers, but excluding those having such interest
merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain
real property hereinbefore described.

Section 4. "Common Area" shall mean all real property owned
by the Association or Declarant for the common use and enjoyment
of the owners.

Section 5. "Lot" shall mean and refer to any plots of
land designated for single family use shown upon the unrecorded

341 NORTH AGUAYUE AVENUE
ORLANDO, FLORIDA 32801
CHILACO TITLE / 1132

plat for STONE ISLAND dated October 26, 1979, and attached hereto as Exhibit "B".

Section 6. "Declarant" shall mean and refer to U. S. EQUITY CORPORATION and DWAIN CARR, TRUSTEE, their successors and assigns if such successors or assigns should acquire more than one (1) undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' 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:

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

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its 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 the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

Section 2. Owner's Use of Lot. Use of lots shall be limited to residential purposes.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right or enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every owner of a lot or condominium unit 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 or condominium unit which is subject to assessment.

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

Class A. Class A members shall be all owners, with the exception of the Declarant, of lots or condominiums units and shall be entitled to one (1) vote for each lot or unit owned. When more than one (1) person holds an interest in any lot or unit, all such persons shall be members. The vote for such lot or unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot or unit.

Class B. The Class B member shall be Declarant and shall be entitled to three (3) 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 equals the total votes outstanding in the Class B membership, or

(b) On January 1, 1982.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot or condominium unit owned within the properties, hereby covenants, and each owner of any lot or condominium unit 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) annual assessment 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 attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys 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 his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively, except as hereinafter provided in Section 12, to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

Section 3. Assessment Allocation. Assessments shall be levied as to each lot on the basis of the class of membership as hereinafter set forth. The assessment for the Class B membership for any vacant lot or any lot superimposed with an unoccupied, unsold living unit structure shall be twenty-five per cent (25%) of the annual assessment for a Class A member.

Section 4. Maximum Annual Assessment. Until January 1, 1982, the maximum annual assessment shall be as follows for each class as designated:

Class A - \$100.00 per year.

Class B - Not less than 25 per cent of the annual assessment for a Class A member.

From and after January 1, 1982, the maximum annual assessment may be increased each year not more than ten per cent (10%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above ten per cent (10%) by a vote of two-thirds (2/3) of the Class A members who are voting in person or by proxy, at a meeting of the Association duly called for this purpose. The Board of Directors may fix the annual assessments at an amount not to exceed the maximum.

Section 5. 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 Area, including

fixtures and personal property related thereto, provided that any such assessment shall have been approved by two-thirds (2/3) of the members who are voting in person or by proxy at an Association meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4 or 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 entitled to cast sixty per cent (60%) of all the votes 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-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots or condominium units within each class of membership and may be collected on a monthly, or quarterly, or annual basis.

Section 8. Date of Commencement of Annual Assessments:
Due Date. The annual assessments provided for herein shall commence as to all lots or condominium units on the date sold. 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 or condominium unit 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 or condominium unit have been paid.

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

rate of eight per cent (8%) 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. 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 or condominium unit.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot or condominium unit shall not affect the assessment lien. However, the sale or transfer of any lot or condominium unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or condominium unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Lot and Exterior Maintenance. In the event an owner of any lot or condominium unit in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, 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.

ARTICLE V
ARCHITECTURAL CONTROL

2255 0889
BOOK

No building, fence, 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 shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI
USE RESTRICTIONS

Section 1. Building Location. Each building shall be placed on the lot in conformance with the final plans submitted to the Board of Directors of the Association.

Section 2. Signs. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 3. 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 excavations or shafts be permitted upon any lot.

Section 4. Livestock, Poultry and Nuisances. No noxious or offensive trade or activity, including, but not limited to, the raising of or keeping of chickens, goats, pigs, horses, cattle or other animals, shall be carried on upon any lot, but the foregoing shall not be construed as to prohibiting the raising or keeping

of domestic pets provided they are not kept or bred or maintained for commercial purposes, nor shall anything be done on any lot which may be or become a nuisance or an unreasonable annoyance to the neighborhood.

Section 5. Prohibited Structures. No trailer, tent, shack, garage, barn, or other outbuilding erected or placed upon any lot, shall at any time be used as a residence, temporarily or permanently, nor shall any structures of a temporary character be used as a residence.

Section 6. Garbage and Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 7. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved to Declarant, the Association, and any public utility serving STONE ISLAND. 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 flow or drainage facilities in the easements, or which may obstruct or retard the flow of water through drainage facilities 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 which a public authority or utility company is responsible for.

Section 8. Sewage Service. Sewage service to all property described in this Declaration will be supplied by ENTERPRISE UTILITIES CORPORATION in accordance with its rules and regulations.

ARTICLE VII

GENERAL PROVISIONS

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

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) per cent of the lot or condominium unit owners, and thereafter by an instrument signed by not less than seventy-five (75) per cent of the lot or condominium unit owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name this 30th day of March, 1981.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

U. S. EQUITY CORPORATION

By [Signature] President

DWAINE CARR, Individually and as Trustee

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared DWAIN CARR, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of March, 1981.

NOTARY PUBLIC

My commission expires:

(Acknowledgments continued.)

Notary Public State of Florida
My Commission Expires 12/31/84

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, personally appeared C. C. TOMLIN, JR., to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of the above-named corporation, and he acknowledged before me that he executed such instrument as such President of said corporation and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this _____ day of _____, 1981.

Notary Public

My commission expires:

Notary Public for the State of Florida
My Commission Expires: _____

This instrument prepared by:

Dwaine Carr, Esq.
341 North Magnolia Avenue
Orlando, Florida 32801

All of Stone Island Estates, as recorded in Map Book 11, page 221, of the Public Records of Volusia County, Florida,

LESS the following portions of the above described property that have been released from the lien of the subject mortgage:

Lot 1, Lot 2, Southeasterly 1/2 of Lot 3, Lots 4 - 10, Westerly 1/2 of Lot 11, Southwesterly 1/2 of Lot 12, Lots 13 - 17, Block A, Unit I;

Lots 2, 3 and 4, Block B, Unit I;

Lot 5A being a part of Lot 5, Block B, Stone Island Estates, Unit #5 as recorded in Map Book 11, Page 221, Public Records of Volusia County, Florida, being more particularly described as follows: Begin at the NE corner of Lot 5, Block B, run N 130 feet, thence S 78°49' W 135 feet, thence S 14°15' W 90 feet to the Northerly line of Lot 3, Block B, thence run Southeasterly along the Northerly line of Lots 3 and 2, a distance of 155 feet to the SE corner of Lot 5, Block B to the Point of Beginning. Subject to an easement over the East 20 feet for Road and a 7.5 foot easement along the back and side lot lines for drainage and utilities; (5A)

That part of Lot 5, Block B, Stone Island Estates, Map Book 11, page 221, described as follows: Parcel #1: Beginning at the SE corner of said Lot 5, thence run N 130 feet to the Point of Beginning; thence run N 86.5 feet to the NE corner of said Lot 5; thence run N 60°0' W 100 feet; thence S 30°0' W 120 feet; thence S 13°24' E 61.0 feet; thence N 78°49' E 135 feet to the Point of Beginning, including the East 20 feet and the N 20 feet thereof which shall be reserved for public ingress and egress. Parcel #2: Beginning at the NE corner of said Lot 5; thence run N 60°0' W 100 feet to the point of beginning; thence run N 80°0' West 100 feet; thence S 30°0' W 120 feet; thence S 60°0' E 100 feet, thence N 30°0' E 120 feet to the Point of Beginning, including the N 20 feet thereof, which shall be reserved for public ingress and egress; (5B&C)

Begin at the NE corner of Lot 5, Block B, Stone Island Estates, according to the map thereof as recorded in Map Book 11, page 221, Public Records of Volusia County, Florida, run N 60°0' W 200 feet to Point of Beginning, run thence N 60°0' W 30.9 feet, thence W 83.0 feet, thence S 26°12' W 107 feet, thence S 76°33' E 100 feet, thence N 30°0' E 120 feet to the point of beginning; (5D)

Begin at the NW corner of Lot 5, Block B, Stone Island Estates, according to the map thereof as recorded in Map Book 11, page 221, Public Records of Volusia County, Florida, run S 93 feet to the North right-of-way of private road, the run East along the North right-of-way of private road 43.2 feet to the Northwest right-of-way of Center Lane (private); thence run Northeasterly along the Northwest right-of-way of Center Lane (private) 55 feet to a point; thence run N 60 feet to a point on the North line of said Lot 5; thence run West along said North line 135 feet to the point of beginning (5E)

Exhibit A

2255 0994

ALSO LESS

BOOK 2102

The North 100 feet of Lot 6, Block B, Stone Island Estate, according to the Map thereof as recorded in Map Book 11, page 221, of the Public Records of Volusia County, Florida; (6A)

Begin 100 feet South of the NW corner of Lot 6, Block B, Unit 1, Stone Island Estates as recorded in Map Book 11, page 221, Public Records of Volusia County. Run East 174.0 feet, South 42.0 feet, thence South 35°0' West 112 feet, thence South 53.5 feet, thence West 102.0 feet to West line of Lot 6, thence North 188.0 feet to Point of Beginning. (6)

Lots 1 through 15, Block C, Unit 1;

Lots 1 through 14, Block D, Unit 1.

Lot 5, Block B in the plat of Stone Island Estates as recorded in Map Book 11, page 221, Volusia County Public Records LESS all that part lying Westerly and Northwesterly of Timber Trail, and LESS that part described as follows: Beginning at the Northeast corner of Lot 2, Block B, run 155 feet Westerly along the North line of Lots 2 and 3; thence run N 14°15' E 90 feet; thence run N 13°24' W, 61 feet; thence run N 60°00' W, 100 feet; thence run N 76°33' W, 100 feet; thence run N 26°12' E, 107 feet to the North line of said Lot 5, Block B; thence run East along the North line 83 feet; thence run S 60°00' E, 230.9 feet; thence run South 216.5 feet along the East line of Lot 5 to the Point of Beginning. (clubhouse)

Parcel 1:

In Section 8, Township 19 South, Range 31 East, All of Government Lot 4 and 5 together with all unsurveyed portion lying South of the centerline of a 100 foot canal right-of-way, the centerline of which is described as follows: From the NE corner of said Section 8, Township 19 South, Range 31 East, which is an iron spike in the center of the Enterprise Osteen Road, run South $0^{\circ}45'01''$ East on the East boundary line of said Section 8, 1801.38 feet for point beginning, thence run South $89^{\circ}52'$ West parallel to the North line of said Section 8, 450 feet, thence run North $69^{\circ}59'20''$ West 983.60 feet, thence run North $80^{\circ}49'19''$ West 99 feet, thence run North $89^{\circ}57'53''$ West, parallel to the North line of said Section 8, 1,210 feet more or less to water's edge of Lake Bethel, thence to a point where existing waters are 3 feet deep at low water.

ALSO

Parcel 2:

In Section 9, Township 19 South, Range 31 East, Government Lot 8 and all unsurveyed part of said Section 9 lying South of the centerline of a 100 foot canal right-of-way, the centerline of which is described as follows: Beginning at a point on the West line of said Section 9, Township 19 South, Range 31 East, 1801.38 feet South of the NW corner thereof, run South $74^{\circ}50'$ East 836.0 feet, thence run South $60^{\circ}00'$ East 764 feet, thence Southerly parallel to the centerline of the Stone Island Road 175 feet, thence South $60^{\circ}00'$ East 76 feet more or less to the West right-of-way line of the said Stone Island Road;

ALSO

Parcel 3:

All unsurveyed part of said Section 9, Township 19 South, Range 31 East lying East of said Stone Island Road EXCEPT that portion lying to the North and West of a line described as follows:

Beginning at the intersection of the centerline of the canal above mentioned with the East right-of-way line of said Stone Island Road, continue on the Southerly projection of said center line on a bearing of South $60^{\circ}00'$ East 2,350 feet more or less, to the water's edge of Lake Bethel, thence East to the Southerly projection of the East line of Government Lot 2, thence North to the SE corner of Lot 6 of the Assessor's subdivision of Government Lots 2 and 3 of Section 9, Township 19 South, Range 31 East, according to Map Book 3, Page 66 of Volusia County, Florida Records;

ALSO EXCEPT the real property described as follows:

Commencing at a point 2640 feet East of Southwest corner of Section 9, Township 19 South, Range 31 East, thence run 10 chains North $8^{\circ}15'$ West to a point, thence 5 chains North 41' East to waterline of Lake Bethel, thence Southerly along the waterline of said Lake Bethel to a point where the division between Sections 9 and 16 intersects the said Lake Bethel, thence West along said division line to point of beginning;

5 AS the following portions of the above-described property that have been released from the lien of the subject mortgage:

Lot & Unit No.	Official Records Book Reference for Actual Legal Description	Owner
1, III	1835 0491	Girard
32, III	1779 1875	Jitsey & Major
33, III	1814 1856	Stearns
47, III	1838 1694	Bruestic
48, III	1836 1069	Challaucin
50, III	1822 1042	Kittcl
51, III	1835 1945	Brown
52, III	1843 0484	Demchuk
53, III	1843 0484	Demchuk
68, III	1837 1295	Berry
70, III	1833 1518	Elzey
71, III	1833 1518	Elzey
75, III	1835 0493	Girard
3, IV	1831 1524	Ellis
4, IV	1832 0839	Richardson
7, IV	1832 0016	Olsan
8, IV	1583 360	Titus
9, IV	1832 0017	Olsan
10, IV	1714 0578	Theisen
11, IV	1835 0863	Shaw
12, IV	1666 128	Hagowan
14, IV	1656 427	Wynn
15, IV	1798 0045	Keen
16, IV	1815 1747	Perkins
17, IV	1815 1317	Long
18, IV	1815 1748	Perkins
19, IV	1786 0768	McKechnie
20, IV	1806 1174	Marguart
21, IV	1843 0520	Martin
N 1/2 of 24, IV	1821 1033	Milfs
25, IV	1821 1033	Milfs
27, IV	1843 0505	Goins
29, IV	1803 1018	Arnold
30, IV	1803 1023	Wruck
31, IV	1805 1521	Wynn
32, IV	1819 0066	Thomas
N 1/2 of 33, IV	1819 0066	Thomas
S 1/2 of 33, IV	1819 0059	Weld
34, IV	1819 0059	Weld
35, IV	1831 1531	Currie
37, IV	1835 1694	Caneva
38, IV	1822 0316	Rhomenus
43, IV	1838 1689	Desch
44, IV	1818 0221	Haley
45, IV	1822 0333	Scarff
46, IV	1769 1657	Topercer
47, IV	1783 0220	Clark
52, IV	1829 0613	Hoover
53, IV	1835 1902	Sheldon
54, IV	1832 1966	Raudali
57, IV	1831 1538	Keim
58, IV	1751 0335	Jenkins
59, IV	1794 0687	Kattles
60, IV	1713 1221	Stradley
61, IV	1797 0526	Stradley
62, IV	1835 1904	Santanello
63, IV	1817 1803	Terlouw
65, IV	1635 644	Paine
67, IV	1813 1766	Roberts
68, IV	1833 1416	Strelzoff
69, IV	1823 0511	Coza
70, IV	1823 0511	Coza

2255 0996

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BOOK	PAGE		
71, IV	1623	0511	Goza
72, IV	1748	1403	Kittel
74, IV	1749	1902	Newsome
76, IV	1731	0571	Devita
77, IV	1843	0515	Raetting
78, IV	1831	1536	Hogan
79, IV	1763	0247	Lauter
80, IV	1794	0725	Eader
81, IV	1836	1632	Selzer
82, IV	1835	1961	Stapp
83, IV	1836	1293	Smith
84, IV	1835	0051	Green
85, IV	1682	671	McKechnie
33, V	1832	1659	Frazier
59, V	1835	0448	Greené
60, V	1819	1583	Lonsway
61, V	1416	661	J. Huffman
62, V	1416	661	J. Huffman
69, V	1816	1970	Titus
70, V	1814	1783	H. Huffman
89, V	1832	0317	Deck
90, V	1821	0599	Richardson
91, V	1833	0878	Watkins
92, V	1818	1208	Childs
93, V	1814	1642	Riske
94, V	1834	1788	Gordon
95, V	1835	1365	Crain
97, V	1834	1793	Lenz
98, V	1426	298	Miner
99, V	1835	0276	Mergo
100, V	1834	1791	Stenseng
106, V	1832	1661	Mabire
107, V	1821	1257	Miner
115, V	1676	360	Noble
6, VI	1832	1407	Roth
7, VI	1742	0562	Huchmann
32, VI	1831	1516	Thomas
39, IV	1836	1972	Melanson
42, IV	1836	1974	Melanson
41, IV	1852	0681	Doehring
96, V	1861	0497	Reilley
64, IV	1831	1893	Kettles
26, IV	1852	277	Vincent
73, IV	1822	0341	Air Cooling & Heating by Anderson, Inc.
11, VI	1836	1613	Grunow
14, VI	1832	0018	Olsan
15, VI	1830	0164	Gray, Adams, Harris & Robinson
18, VI	1827	0538	Doughty
19, VI	1827	0540	Wilson
20, VI	1827	0540	Wilson
22, VI	1833	1433	Hinson
23, VI	1832	0420	Alvarez
24, VI	1823	1021	Mayer
25, VI	1824	0366	Alexander
26, VI	1806	1178	Kremenak
27, VI	1819	1888	McKechnie & Wilson
28, VI	1819	1896	Nyson
48, IV	1818	1985	Timothy
SW 1/2 of 49, IV	1881	166	Lake Monroe Development Corporation
29, III	1827	0542	Carew Development Co & Lake Monroe Dev. Co
30, III	1827	0542	Carew Development Co

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BOOK PAGE

AND LESS:

Lot 6 in the unrecorded plat of Stone Island Estates Unit Four, Volusia County, Florida, more particularly described as follows: From the SE corner of Section 8, Township 19S, Range 31E, run North 1130.15 feet along the East line of Section 8 to a point on the North side of a 60 foot road; thence run S 89°20'45" W, 39.26 feet along the North side of the road to the Point of Beginning; thence run S 89°20'45" W, 125.0 feet; thence run N 00°39'15" W, 125.0 feet; thence run N 89°20'45" E, 125.0 feet; thence run S 00°39'15" E, 125.0 feet to the Point of Beginning, subject to 7.5 foot easements along all lot lines.

(Quail Hollow Enterprises)

AND LESS:

Lot 21 in the unrecorded plat of Stone Island Estates Unit Four, Volusia County, Florida, more particularly described as follows: From the Southeast corner of Section 8, T19S, R31E run North 1130.15 feet along the East line of Sec. 8; thence run S 89°20'45" W 914.26 feet; thence run S 89°29'15" W 1049.10 feet to the Point of Beginning; thence run N 67°07' W 187.55 feet; thence run N 30° E 85.48 feet; thence run S 85°41' E 125.0 feet; thence run S 2°15' E 137.65 feet to the Point of Beginning, subject to 7.5 foot easements along all lot lines. (Martin)

AND LESS:

Lot 40 in the unrecorded plat of Stone Island Estates Unit Four, Volusia County, Florida, more particularly described as follows:

From the North $\frac{1}{4}$ corner of Section 8, T19S, R31E, run S 2° 08' 14" W 4007.37 feet along the West line of Government Lot 2 extended to the Northwesterly line of Kettle drum Trail; thence run S 54° 43' W 13.02 feet; thence run S 50° 12' W 126.49 feet; thence run S 48° 31' W 259.51 feet; thence run S 54° 01' W 129.88 feet to the Point of Beginning; thence run S 66° 44' W 129.63 feet; thence run N 49° 45' W 125.80 feet; thence run N 65° 38' E 130.61 feet; thence run S 48° 53' E 127.60 feet to the Point of Beginning; subject to 7.5 foot easements along all lot lines. (Mathews)

AND LESS:

Lot 84 in the unrecorded plat of Stone Island Estates Unit Four, Volusia County, Florida, more particularly described as follows:

From the Southeast corner of Section 8, T19S, R31E; run North 1130.15 feet along the East line of Section 8 to a point on the North side of a 60 foot road; thence run S 89°20'45" W 914.26 feet along the North line of the road; thence run S 89°29'15" W 995.67 feet along the North line of the road; thence bear S 10°54'30" W 421.60 feet to the Point of beginning; thence run S 10°54'30" W 120.0 feet; thence run N 79°00'00" W 158.0 feet; thence run N 7°12'00" E 120.40 feet; thence run S 78°59'00" E 165.78 feet to the point of beginning; subject to 7.5 foot easements along all lot lines. (Green)

AND LESS:

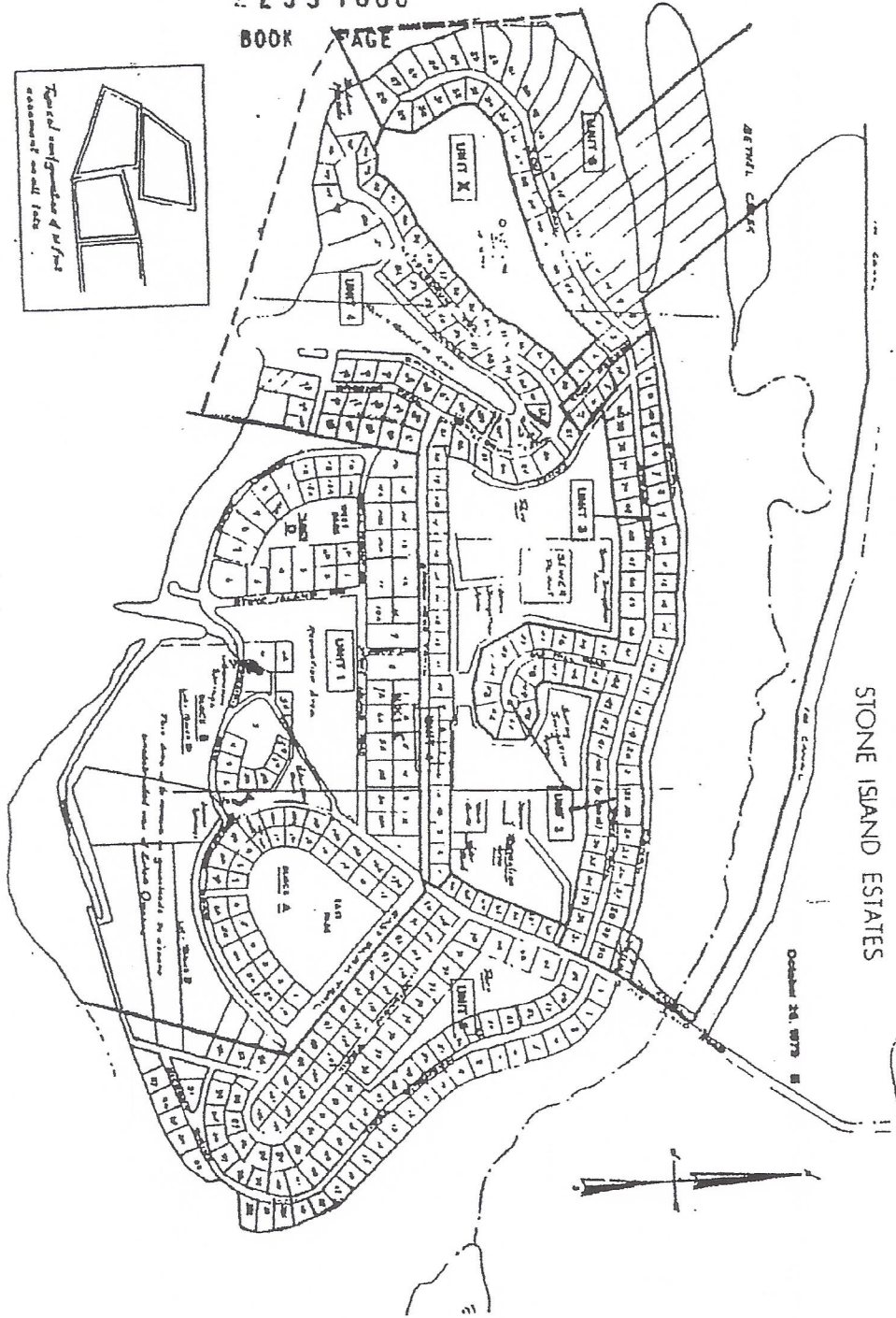
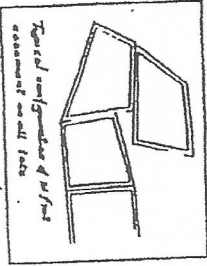
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That part of Section 9, T19S, R31E, Volusia County, Florida described as follows: From the SW corner of Section 9, T19S, R31E, run N 130.15 feet along the West line of Sec. 9 to a point on the North line of a 60 foot road; thence run N 89° 20' E 460.74 feet along the North side of the road; thence run S 68° 14' 35" E 103.40 feet; thence run N 38° 54' E 75.95 feet; thence run N 34° 46' 30" E 105.0 feet along the Northwesterly line of Stone Island Road; thence run along the road N 29° 36' E 105.0 feet N 24° 55' 30" E 210.0 feet and N 22° 00' E 210.0 feet thence run along the road N 22° 52' E 145.45 feet; thence run N 07° 54' 18" W 167.87 feet to a point on the South line of Lot 32 of the unrecorded plat of Stone Island Estates, Unit Three at the Point of Beginning; thence run N 77° 02' 50" W 82.13 feet along the South line of said Lot 32; thence run S 10° 57' W 14.05 feet; thence run S 86° 48' 19" E 82.84 feet to the Point of Beginning. (Litsey and Majors)

AND LESS:

From the NW corner of Section 9, Township 19 South, Range 31 East, run South along the West boundary of Section 9, 1801.38 feet to a point in the center line of a canal of 100 foot right-of-way, thence run South 74° 50' East along said canal center line 836.0 feet; thence run S 60° 00' East along said center line 840 feet; thence Southerly parallel with the center line of the Stone Island Road, 50 feet to Point of Beginning; thence run Southerly parallel to the center line of the Stone Island Road 125 feet; thence S 60° 00' East 76 feet more or less, to a point on the West right-of-way line of said Stone Island Road; thence Northerly along the West right-of-way line of said road 125 feet thence run N 60° 00' West 76 feet, more or less to Point of Beginning.

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STONE ISLAND ESTATES

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Exhibit B

NOTICE OF COVENANTS AND RESTRICTIONS- Stone Island Estates

Exhibit B, Part 2- Undimensioned map of Units, Lots (Single Family
Parcels), Roads, Canals, Areas owned by Enterprise Utilities.

469 North Orange Avenue
Orlando, Florida 32801

THIS DECLARATION, made on the date hereinafter set forth by
U. S. EQUITY CORPORATION and DWAYNE CARR, TRUSTEE, hereinafter
jointly referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located
in Volusia County, Florida, which is more particularly described
in Exhibit "A" attached hereto; and,

WHEREAS, Declarant previously made a Declaration of Covenants,
Conditions and Restrictions which was recorded on March 30, 1981,
in the Public Records of Volusia County, Florida, at O. R. Book
2255, Pages 553 through 1000; and

WHEREAS, Declarant desires to clarify its intent in connection
therewith,

NOW, THEREFORE, Declarant hereby adds to the original
Declaration of Covenants, Conditions and Restrictions the following:

*ARTICLE VII

GENERAL PROVISIONS

Section 4. Rescission of Prior Declarations. All prior
Declarations of Covenants, Conditions and Restrictions relative to
the property described in Exhibit "A" are hereby rescinded and of
no further force and effect. The original Declaration of Covenants,
Conditions and Restrictions is intended to supersede all prior
Declarations of Covenants, Conditions and Restrictions or any other
restrictive covenant which may have attached to this property."

IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
has caused these presents to be executed in its name this 20th
day of August, 1981.

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]
[Signature]

U. S. EQUITY CORPORATION

By [Signature] President

[Signature]
DWAYNE CARR, Esq., Trustee and
Trustee

(ACKNOWLEDGMENTS ON FOLLOWING PAGE.)

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AUG 24 11 09 AM '81

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NOTARIAL PUBLIC
STATE OF FLORIDA
[Signature]

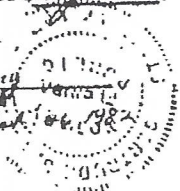
STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared C. C. TOMLIN, JR., to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of the above-named corporation, and he acknowledged before me that he executed such instrument as such President of said corporation and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 20th day of August, 1981.

Richard B. Young
Notary Public

My commission expires: Feb. 16, 1982



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STATE OF FLORIDA
COUNTY OF ORANGE

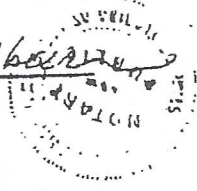
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared DWAIN CARR, TRUSTEE, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of August, 1981.

John J. Wesshagen
Notary Public

My commission expires:

Notary Public State of Florida at Large
My Commission Expires March 9, 1984



This instrument prepared by:

Dwaine Carr, Esq.
469 North Orange Avenue
Orlando, Florida 32801

*Legal descriptions included
in official Record books
No. 2314 Pages 1606 through 1612
Amm
12.2.81*