

This document prepared by & return to:
Reinhard G. Stephan, Attorney at Law
2015 W. S.R. 434
Longwood, FL 32779

INSTR 20060249004 OR BK 06641 PG 1558 PGS=16 RECD 04/17/2006 12:30:21 PM
MARTHA O. HAYNIE, COMPTROLLER, ORANGE COUNTY
REC. FEE 137.50

**SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS FOR
MILLENNIUM PARC OWNERS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS that this Supplemental Declaration of Protective Covenants (hereinafter called "Declaration"), made and entered into this 11th day of April 2006, by MILLENNIUM PARC, INC. (hereinafter called "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of that certain real property located in Orange County, Florida, described on Exhibit "A" attached hereto (hereinafter called the "Development Property"), which property is also subject to the Declaration of Covenants, Conditions and Restrictions for Millenia Townhomes and Commercial Property, Orange County, Florida; and

WHEREAS, MILLENNIUM PARC TOWNHOME OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation and MILLENNIUM PARC OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, (hereinafter collectively referred to as the "Associations") are the owners of that certain real property located in Orange County, Florida, described on Exhibit "B" attached hereto (hereinafter also called the "Development Property"), which property is also subject to the Declaration of Covenants, Conditions and Restrictions for Millenia Townhomes and Commercial Property, Orange County, Florida; and

WHEREAS, MILLENNIUM PARC OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, is the owner of that certain real property located in Orange County, Florida, described on Exhibit "C" attached hereto (hereinafter also called the "Development Property"), which property is also subject to the Declaration of Covenants, Conditions and Restrictions for Millenia Townhomes and Commercial Property, Orange County, Florida; and

WHEREAS, the Declarant and the Associations desire to create in the Development Property a business and light industrial community and to provide for the preservation of the values in said community and for the maintenance of certain property and facilities therein; and

WHEREAS, to this end the Declarant and the Associations desire to subject the Development Property to these supplemental protective covenants, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Development Property and each owner of a site therein;

NOW, THEREFORE, the Declarant and the Associations hereby declare that the Development Property shall be held, occupied, transferred, sold, conveyed and acquired subject to the terms of this Supplemental Declaration of Protective Covenants. This Declaration shall run with the Development Property and shall bind and inure to the benefit of all parties, and their heirs, personal representatives, successors and assigns, now or hereinafter having any right, title or interest in the Development Property or any part thereof.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration, or in any additional or supplemental declaration, unless otherwise provided, shall have the following meanings:

Section 1. "Assessment" shall mean a charge against a particular Owner and their lot or parcel, as made by the Association in accordance with this Declaration and the Articles of Incorporation (See Exhibit "D" attached hereto) and Bylaws of MILLENNIUM PARC OWNERS ASSOCIATION, INC. (the "Association") (See Exhibit "E" attached hereto).

Section 2. "Bylaws" means the bylaws of the Association.

Section 3. "Declarant" shall mean MILLENNIUM PARC, INC., its successors and assigns.

Section 4. "Development Property" shall mean and refer to all that certain property described on Exhibit "A" attached hereto.

Section 5. "Improvement" shall mean and include, but not be limited to, buildings, outbuildings, parking areas, loading areas, screening and retaining walls, landscaping, hedges, fences, lawns, poles, signs water lines, utilities and any structure of any type or kind.

Section 6. "Owner" shall mean the party or parties owning fee simple title to a site; provided, however, that an owner, upon written notice to Declarant, may assign all or part of his rights but not his obligations hereunder to a tenant of owner.

Section 7. "Site" means an area of land in the same ownership whether shown on a recorded plat or adequately described by survey for the purposes of locating thereon one or more buildings by the owner thereof. An easement or easements over any portion of a site shall be included when computing the area of the site. Any portions of a site utilized for railroads, streets, utilities, whether acquired by eminent domain or by conveyance or dedication, shall continue to be included in the computation of the area of the site.

Section 8. "Surface Water or Storm-water Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environment degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to the Florida Administrative Code.

Section 9. "Turnover Date" means the earlier of : (a) ninety (90) days after the date on which Declarant has conveyed its last lot and provides notice to the Association of Declarant's intent to not subject any further property to this Declarant, or (b) the effective date on which Declarant surrenders its rights to Declarant membership status in writing.

ARTICLE II
DURATION

This Declaration, every provision thereof and every covenant and condition shall continue in full force and effect for a period commencing on the date hereof and expiring pursuant to the terms of the ByLaws.

ARTICLE III
PROPERTY SUBJECT TO THESE COVENANTS

Section 1. The real property subject initially to this Declaration is described on Exhibits "A", "B" and "C" attached hereto and made a part hereof.

Section 2. Additional lands may become subject to this Declaration upon approval in writing of the Association, pursuant to an affirmative vote of two-thirds (2/3) of all members and the written consent of the Declarant, the owner (which may or may not be the Declarant) of other property who desires to subject it to this Declaration and the jurisdiction of the Association, may record further supplemental declarations, which shall extend the operation and effect of this declaration to the property described therein. After five (5) years after the turnover date, the written consent of the Declarant shall not be required.

ARTICLE IV
MILLENIUM PARC OWNERS ASSOCIATION

Section 1. Membership. Only owners of lots and parcels and Declarant prior to turnover date, shall be members of the Association. Each owner accepts such membership and agrees to be bound to this Declaration, the Articles, ByLaws and rules and regulations adopted thereto. Membership may not be transferred separate and apart from a transfer of ownership of a lot or parcel. Membership commences upon acquisition, and terminates upon sale or transfer, of an Owner's interest in a lot or parcel, whether voluntary or involuntary.

Section 2. Voting Rights. For purposes of voting rights only, the Association has two categories of membership, i.e., regular membership and Declarant membership.

(a) Regular Membership. Members are entitled to one vote for each lot owned; provided, however, the multiple Owners of a lot have only one aggregate vote for such lot. The voting rights of regular members are delegated as provided by this Declaration and the Bylaws.

(b) Declarant Membership. The Declarant member(s) shall at all times have the number of votes equal to the number set forth in the Articles of Incorporation and the ByLaws. Declarant membership shall terminate and be converted to regular membership on the turnover date. If there is more than one declarant member, they shall cast their votes as they may among themselves determine, and in the absence of such agreement, the original declarant of its designees shall cast all votes of the declarant members.

Section 3. Election of Board of Directors. Directors of the Association shall be elected and removed and vacancies of the Board shall be filled as provided in the Bylaws.

Section 4. Control of Board During Development. During the time that Declarant has more votes than regular votes, Declarant shall have the right to designate, elect and remove the members of the Board.

Section 5. Utilities and Drainage. Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved unto Declarant over all utility and drainage easement areas shown on the Plat. Moreover, a perpetual easement ten (10) feet in width over and under each Lot in the Subdivision for the installation and maintenance of utilities, street lights, and drainage facilities is hereby reserved unto Declarant along such portion of each Lot line as abuts any street. Declarant reserves the right to grant to any private or public utility

an easement to erect and lay, or cause to be erected, laid, maintained, removed or repaired in all private roads or Common Areas of the Subdivision, for electricity, telephone, water, television antenna, gas and other utility services, catch basins, surface drains and other customary or usable utility service as may from time to time in the opinion of the Declarant or any utility company or governmental body be deemed necessary or advisable. Any claim on account of temporary or other inconveniences caused thereby against the Declarant or any or other utility company or governmental body, or any of its agents or servants is hereby waived by the owner. The easement area of each Lot and all improvements located within it shall be maintained continuously by the owner of the Lot, except for those improvements for which the Association, public authority, or utility company is responsible. No drainage easement, swale, canal, lake, or pond maybe obstructed, filled in, or altered without Declarant's written approval. Any walls, fences, paving, landscaping or other improvements for which the Association, public authority, or utility company is responsible. No drainage easement, swale, canal, lake, or pond maybe obstructed, filled in, or altered without Declarant's written approval. Any walls, fences, paving, landscaping or other improvements constructed, placed or planted by a Lot owner over the easement area of his Lot may be removed by the Declarant or its assigns if required for the installation or maintenance of improvements or facilities related to the purpose for which the easement was reserved; provided, however, that Declarant or its assigns shall promptly restore any dislodged grass, soil or paving as nearly as practicable to its prior condition.

Section 6. Drainage Areas. For the purposes of this Declaration "Drainage Areas" means those portions of the Common Areas designated as surface water management areas, drainage areas, basins, drainage easements, water management tracks, canals or canal easements (collectively "Drainage Areas") which are reflected on the development plan filed with Orange County, Florida, or are reflected on the Plat, and any amendments thereto, or are described in this Declaration, or otherwise designated by Declarant as "Drainage Areas", and which shall be kept and maintained by the Association for irrigation, drainage, storm-water retention, and detention or beautification and for the installation, maintenance, construction or repair of utility facilities in a manner consistent with the original design thereof by Declarant, and in accordance with the requirements of all applicable governmental authorities.

Section 7. Cross Easements. There shall be hereby created perpetual cross easements over each lot for ingress and egress and access to Millenia Boulevard and John Young Parkway.

ARTICLE V

DEVELOPMENT PROPERTY USE

Section 1. The Development Property shall be used only for those purposes as permitted by Orange County on the date of this Declaration and as the same may be hereafter amended from time to time, but expressly excluding therefrom any use for which a special exception is required by Orange County unless such special exception is approved in writing by the Declarant. The Declarant reserves the right to limit, restrict or expand the use of a particular site or sites under the terms and conditions hereinafter provided.

Section 2. Every owner shall have the right and easement in and to the Common Areas which shall be appurtenant to and pass with the title to every Lot subject to the following provisions:

- (a) the right of the Association to charge reasonable assessments and

other fees for the use or maintenance of any facility or improvement situated upon the Common Areas;

(b) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment or fine against his Lot remains unpaid;

(c) the right of the Association to impose a reasonable fine upon any owner for any infraction of its published rules and regulations; and

(d) the right of the Association to dedicate or transfer all or any part of the Common Areas 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.

Section 3. No use will be operated or maintained upon any site which, in the opinion of the Declarant, shall:

(a) Create an undue fire or health hazard to adjoining sites;

(b) Constitute a nuisance;

(c) Cause the emission of noxious odors, gases, smoke, noise or other conditions which are contrary to the purpose and intent of this Declaration and the development standards of Declarant;

(d) Create dust, dirt or fly ash;

(e) Create an explosive hazard.

Section 4. In addition to those prohibited activities listed in the Declaration of Covenants, Conditions and Restrictions for Millenia Townhomes and Commercial Property, Orange County, Florida. The following uses are also prohibited on Development Property:

(a) Drilling for or removal of oil, gas or other hydrocarbon substances without the express prior written consent of Declarant;

(b) Any residential use;

(c) Operation and maintenance of trailer courts or parks;

(d) Operation and maintenance of truck terminals;

(e) Operation and maintenance of junk yards;

(f) Excavation of any nature except during the course of construction of improvement and then only when proper protection is afforded to adjacent property. Upon completion of such excavation, the same shall be filled and the disturbed ground shall be graded and landscaped.

(g) Dumping, disposal, incineration or reduction of garbage, sewage, animals or any other type refuse;

(h) Rendering plants;

(i) Stockyards or slaughterhouses;

(j) Refineries;

(k) Shelters;

(l) Animal husbandry;

(m) Kennels or dog pounds.

Section 5. Surface Water or Storm-water Management System. Subject to the Quaid-Millenia Entry Street and Shared Facilities Construction Agreement, the Association shall be responsible for the maintenance, operation and repair of the surface water or storm-water management system. Maintenance of the surface water or storm-water management systems(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage,

conveyance or other surface water or storm-water management capabilities as permitted by the South Florida Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or storm-water management system shall be as permitted, or if modified as approved by the South Florida Water Management District.

Section 6. Grant of Cross Easements. Declarant hereby creates throughout the property, for all future Owners/Grantees, their successors and assigns, their invitees, licensees, vendors, guests and customers a nonexclusive and perpetual easement upon, over, under, through and across the real property described in Exhibits "A", "B" and "C" attached hereto and incorporated herein by reference. ("Easement Property"), of the nature and character, and to the extent hereinafter set forth ("Easement"). Said easements shall be appurtenant to and pass with the title to the property.

(a) Purpose of Easements. This easement is granted for the express purpose of allowing the Owners/Grantees, their successors and assigns, their invitees, licensees, vendors, guests and customers, access for ingress and egress to all adjacent roadways. The location of said easements and site plans are subject to final approval by Declarant.

(b) Rights of Owners/Grantees. To accomplish the purpose stated above, the following rights are conveyed to Owners/Grantees by this Easement for the benefit of the public and may at the Owners'/Grantees' sole and absolute discretion and expense, be exercised at any time during the term of this Easement:

1. To have the nonexclusive and perpetual use of the easement Property to construct and maintain access for ingress and egress to the adjacent roadways;
2. To prevent any activity on or use of the Easement Property that is inconsistent with the purpose of this Easement, and to require the restoration of the areas or features of the easement Property that may be damaged by any inconsistent use activity or use;
3. To cut, trim and keep clean such trees, brush and undergrowth that might hinder or prohibit Grantees' use of the Easement Property;
4. To maintain, inspect, improve, replace, or repair the Easement Property consistent with the purposes set forth herein;
5. To maintain, inspect, improve, replace, or repair the landscaping on the Easement Property.

(c) Maintenance. Grantees shall bear the costs and responsibility to maintain the Easement Property and any improvements made by Grantees therein in a safe condition.

ARTICLE IV **AREA AND LOCATION STANDARDS**

The Development Property and each Site therein shall be subject to the

following area, setback and operational requirements.

Section 1. Building Area. The percentage of building site to area must be approved by Declarant.

Section 2. Setbacks. Setbacks will be those as provided by Orange County. Further there shall be a 25-foot buffer zone along the north boundary of the Development Property.

Section 3. Parking. All parking within the Development Property shall be off street, located on individual lots. Such parking areas shall be in accordance with plans and specifications as recorded in the Plat. No parking shall be permitted on streets, between public street pavement and property lines, without the express written approval of Declarant.

Section 4. Annual Assessments. The Association shall have the right to levy an annual assessment against all Lots in such amounts as may be deemed appropriate by said association's Board of Directors for the management and operation of the association and for the general purposes and objectives of the association as set forth herein and in its Articles of Incorporation and ByLaws.

Section 5. Special Assessments. The Association shall also have the right to levy special assessments from time to time against all Lots in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements.

Section 6. Assessments Levied Pro Rata. All assessments levied by the Association, whether annual or special, shall be on the basis as provided by the Association Budget on an annual basis.

Section 7. Payment of Assessments. Procedures for the adoption of an annual budget, mailing of notices of the annual assessment, and collection of such annual assessment shall be as set forth in the Association's Articles of Incorporation and ByLaws. Payment of any special assessment levied by the association's Board of Directors shall be due upon not less than thirty (30) days written notice thereof on the date and in such installments as the Board of Directors may specify. Any assessment, whether annual or special, which is not paid when due shall be subject to a late charge of ten percent (10%) and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law.

Section 8. Personal Obligation of Property Owner. Every assessment shall be the personal obligation of the owner or owners of the Lot or Unit against which the assessment is levied, ownership being determined as of the date of such levy. If any such assessment is not paid within thirty (30) days after the same is due, then the Association may bring suit against the owner on his personal obligation and there shall be added to the amount of such assessment the aforementioned late charge and interest and all costs incurred by the Association, including reasonable attorneys' fees (including those incurred for appellate proceedings), in preparation for and in bringing such action.

Section 9. Agreements. The property and Association shall be subject to the Quaid-Millennium Parc Entry Street and Shared Facilities Construction Agreement by and between Richard Quaid, Millennium Parc, Inc., Millennium Parc Owners Association, Inc., Centex Homes and Millennium Parc Townhome Owners Association, Inc., (Exhibit "F") and the Capacity Enhancement Agreement by and between The School Board of Orange County, Florida and Millennium Parc, Inc. (Exhibit "G"). Said agreements are incorporated herein by reference and made a part of this supplemental declaration.

ARTICLE VI
ARCHITECTURAL REVIEW

No improvement shall be maintained upon the Development Property, nor shall any exterior addition to or change or alteration be made to any previous Improvement on a Site 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 by Declarant as to harmony of external design and location in relation to surrounding Improvements and topography. Improvements approved as aforesaid shall be subject to the following:

Section 1. Site Plan. Prior to the commencement of construction of any improvement, a site plan will be submitted to Declarant for approval. Such site plan will delineate thereon the extent and location of parking, utilities, landscaping, access, storage and building location. The site plan and its approval is in addition to the submission of plans and specifications for actual Improvement construction, such as buildings, utilities, paving, curbs, and sidewalk.

Section 2. Landscaping. Every site shall be landscaped by the Association according to the Association's plans, which will be submitted to and approved by Declarant at the time the site plan is submitted. The plan will also provide for landscaping between street pavement and property lines, which said area will be used exclusively for landscaping with the exception of sidewalks and driveway crossings. The Association will maintain all landscaped areas in an aesthetically attractive condition and will provide all of the necessary equipment therefor. All approved landscaping will be installed within ninety (90) days of building occupancy or completion, whichever first occurs.

Section 3. Buildings. All buildings erected upon a Site shall be in accordance with approved plans and specifications, as aforesaid. Such plans and specifications will delineate and insure that such building structures will be of such color, material and design so as to be harmonious and compatible with natural surroundings and adjacent improvements. No temporary buildings, trailers, tents or shacks shall be permitted on any site except those necessary during construction which shall be inconspicuously located and approved by Declarant.

Section 4. Signs. No signs of any kind shall be displayed to the public view on any lot except as approved by the Architectural Review Board

Section 5. Outdoor Storage. Unless specifically approved by the Declarant in writing, no materials, supplies, equipment (including company owned or operated vehicles), trash and garbage receptacles, storage tanks or any storage facility shall be stored in any area on a Site except inside a closed building or behind a visual barrier which screens such area from the view of adjoining properties and from adjacent streets.

Guidelines for fences must be obtained from Declarant. Fences on the individual Lots **WILL NOT** be permitted, with the exception of any fence necessary to enclose waste and or garbage receptacles. Prior to construction of fence a written detail must be furnished for Declarant's approval.

ARTICLE VI
MAINTENANCE

Each Owner, lessee or occupant shall at all times keep the Site, buildings, Improvements,

appurtenances, paving and landscaping in a safe, clean, neat and sanitary condition, maintaining the same in accordance with all laws, ordinances and regulations pertaining to health and safety.

In addition, the Owners, lessees or occupants of Sites shall collectively pay the proportionate cost of the maintenance of the drainage retention ponds constructed on the property by Declarant and required by Orange County. The provisions of Article VIII shall apply to the collection and payment of such maintenance fees, which shall be based upon the actual Site area of ownership or occupancy.

ARTICLE VII **UTILITIES**

The design, location and type of all utility lines and service as well as antennas must be approved by Declarant in writing before any installation thereof.

ARTICLE VIII **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to the Florida Administrative Code, approved and on file with the South Florida Water Management District (SFWMD). The individual lot owners shall not apply for any amendment to the current permits in place and existing for the development, without the prior written consent of the Declarant.

No activity may be undertaken or performed in created wetlands, preserved wetlands, upland buffers adjacent to wetlands and upland preservation areas which are described in any recorded plat of the subdivision and shown on the approved construction plans, unless prior written approval is received from the SFWMD pursuant to the Florida Administrative Code. Prohibited activities include the removal of native vegetation, excavation, placement or dumping of soil, trash or land clearing debris, and construction or maintenance of any building or structure.

ARTICLE IX **LIEN FOR MAINTENANCE**

Each Site Owner, lessee or occupant shall at all times be required to keep all improvements, including landscaping, in a state of good condition and repair. Declarant shall have the right to provide maintenance to any improvement subject to the following. Prior to performing any such maintenance, Declarant shall determine that the improvement is in need of repair or maintenance and is destructive from the overall appearance of the Development Property. Prior to commencement of any maintenance work on any improvement on any Site, the Declarant must first furnish thirty (30) days prior written notice to the Owner at the last address listed in the Declarant's records for said Owner notifying the Owner that unless the certain specified repairs or maintenance are made within thirty (3) days the Declarant will make said necessary repairs and charge the same to Owner. Upon the failure of the Owner to act within said

period of time, the Declarant shall have the right to enter in or upon any such Site or to hire personnel to do so to make such necessary repairs or maintenance as were so specified in the above written notice. The cost of such exterior maintenance or repair shall be assessed against the Site upon which such maintenance was performed and shall be a continuing lien or charge against the same.

ARTICLE X **ENFORCEMENT**

The provision of this Declaration shall be jointly and severally enforceable by the Declarant, its successors and assigns, and by any Owner, lessee or occupant with the exception of the rights of approval reserved to Declarant. Violation hereof shall, in addition to other remedies, give the Declarant, upon thirty (30) days written notice, the right to enter upon any Site upon which such violation exists and to summarily take any action required to remove such violation, all at the expense of the Owner. Such expense, including attorney's fees, shall be a continuing lien upon the Site, enforceable by foreclosure or otherwise. Any lien obtained pursuant to this Declaration shall be subordinate and inferior to the lien of any mortgage recorded prior to the recorded notice of such lien. In any proceeding at law or in equity brought pursuant to this Declaration, the prevailing party shall be entitled to recover all costs, including a reasonable attorney's fee. The remedies provided herein shall be cumulative and not exclusive.

ARTICLE XI **LIABILITY**

Neither Declarant nor its successors or assigns shall be liable in damages to anyone submitting plans and specifications to Declarant for approval, or to any Owner or lessee of a Site or Sites affected by this Declaration, by reason of mistaken judgment or negligence arising out of or in connection with the approval or disapproval or failure to approve of any such plan and specification. Every person who submits plans and specifications to the Declarant for approval agrees, by the submission of such plans and specifications, and every Owner and lessee of any Site agrees, by acquiring title or the right to possession thereto or any interest therein, that he will not bring any action of suit against Declarant to recover any damages.

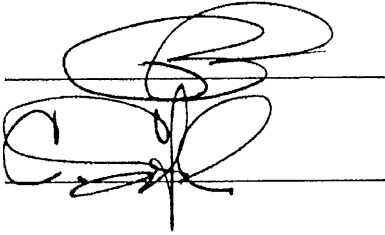
ARTICLE XII **MISCELLANEOUS**

Section 1. Nuisance. Violation of any covenant or condition contained in this Declaration is herewith declared to be a nuisance and Declarant shall have any applicable remedy at law to abate the same or any other remedy as provided in this Declaration.

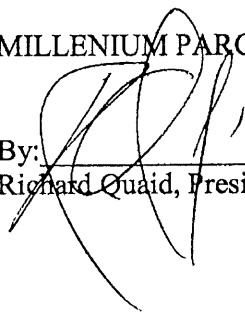
Section 2. Inspection. Declarant may from time to time at any reasonable hour enter and inspect any property subject to this Declaration to ascertain and determine compliance therewith.

Section 3. Waiver. Any failure to enforce any provision of this Declaration in a given situation shall not be deemed a waiver of abandonment of such provision. The failure or

WITNESSES:



MILLENNIUM PARC, INC., a Florida corporation,

By: 
Richard Quaid, President

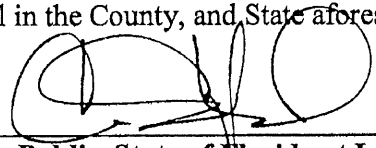
STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, Richard Quaid, President of Millennium Parc, Inc., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged the execution thereof to be his/her free act and deed as such officer, for the uses and purposes therein mentioned; and that he/she affirmed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

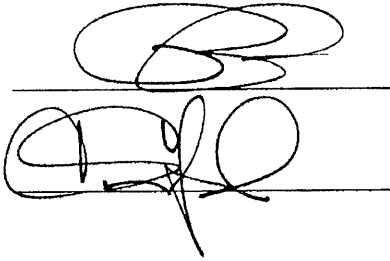
11th WITNESS my hand and official seal in the County, and State aforesaid, this
day of April, 2008.



CYNTHIA E. SANFORD
MY COMMISSION # DD 240663
EXPIRES: September 22, 2007
Bonded Thru Budget Notary Services


Notary Public, State of Florida at Large
My Commission expires: 9.22.07

WITNESSES:

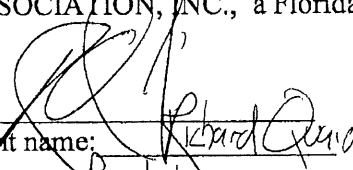


MILLENNIUM PARC TOWNHOME OWNERS
ASSOCIATION, INC., a Florida corporation,

By:

Print name:

Its:


Richard A. Quaid
President

STATE OF FLORIDA

COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, RICHARD A. QUaid,
of Millennium Parc Townhome Owners Association, Inc., a Florida
corporation, to me known to be the person described in and who executed the foregoing
instrument and acknowledged the execution thereof to be his/her free act and deed as such
officer, for the uses and purposes therein mentioned; and that he/she affirmed thereto the official
seal of said corporation, and the said instrument is the act and deed of said corporation.

11th WITNESS my hand and official seal in the County, and State aforesaid, this
day of April, 2007.



CYNTHIA E. SANFORD
MY COMMISSION # DD 240883
EXPIRES: September 22, 2007
Bonded thru Budget Notary Services

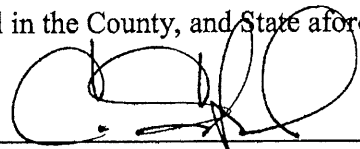

Notary Public, State of Florida at Large
My Commission expires: 9.22.07

Exhibit "A"

Lots 91-93 inclusive, MILLENIUM PARC, according to the plat thereof as recorded in Plat Book 59, Pages 94 through 98, Public Records of Orange County, Florida.

Exhibit "B"

**Tract "F", MILLENIUM PARC, according to the plat thereof as recorded in Plat Book 59,
Pages 94 through 98, Public Records of Orange County, Florida.**

Exhibit "C"

**Tract "A", MILLENIUM PARC, according to the plat thereof as recorded in Plat Book 59,
Pages 94 through 98, Public Records of Orange County, Florida.**



Prepared by/Record and return to:

D. Helen Ford, Esquire
GREENBERG TRAUIG, P.A.
450 South Orange Avenue, Suite 650
Orlando, Florida 32835

Cross-Reference to Supplemental Declaration recorded in Official Records Book 8591, Page 1558, Public Records of Orange County, Florida.

THIS SPACE FOR RECORDER'S USE

CORRECTION TO THE SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS FOR MILLENIUM PARC OWNERS ASSOCIATION, INC.

THIS CORRECTION TO THE SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS FOR MILLENIUM PARC OWNERS ASSOCIATION, INC. (hereinafter, "Corrective Supplement") is made this 16th day of JULY, 2008, by MILLENIUM PARC, INC., a Florida corporation (hereinafter, with its successors and assigns, referred to as "Declarant"), MILLENIUM PARC OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Commercial Owners Association"), and Richard A. Quaid, an individual.

WITNESSETH

WHEREAS, Declarant and Commercial Owners Association executed that certain Supplemental Declaration of Protective Covenants for Millenium Parc Owners Association, Inc., dated April 11, 2006 ("Supplemental Declaration") which was recorded in Official Records Book 8591, Page 1558, et seq., of the Public Records of Orange County, Florida; and

WHEREAS, the Supplemental Declaration included the Millenium Parc Townhome Owners Association, Inc., a Florida not-for-profit corporation ("Townhome Owners Association"), as a party and purported to encumber that certain property owned by the Townhome Owners Association, Inc., as more particularly described on Exhibit "B" to the Supplemental Declaration ("Townhome Association Property"); and

WHEREAS, Richard A. Quaid inadvertently and without authorization signed the Supplemental Declaration as President of the Townhome Owners Association; and

WHEREAS, Richard A. Quaid, Declarant and Commercial Owners Association desire to correct the Supplemental Declaration to delete all references to the Townhome Owners Association as a party and to delete all references to the Townhome Owners Property, it being the intent that the Townhome Owners Association is not and was never supposed to be a party to the Supplemental Declaration and the Townhome Owners Property was never supposed to be encumbered by said Supplemental Declaration.

NOW, THEREFORE, Richard A. Quaid, Declarant and the Commercial Owners Association hereby declare that the Supplemental Declaration is corrected as follows:

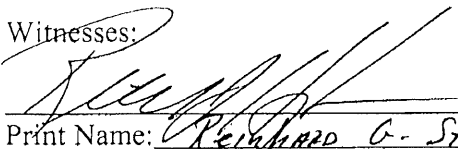
1. All references to Townhome Owners Association in the Supplemental Declaration are hereby deleted in their entirety, it being the intent that such Townhome Owners Association is not a party to such Supplemental Declaration.

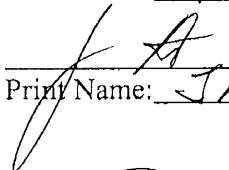
2. All references to the Townhome Owners Property in the Supplemental Declaration are hereby deleted in their entirety, it being the intent that such Townhome Owners Property is not and shall not be encumbered or burdened by said Supplemental Declaration.

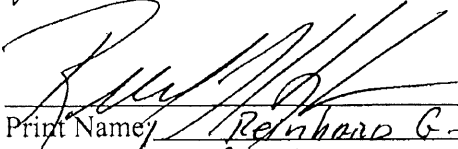
3. Except as modified by this Corrective Supplement, the terms and conditions of the Supplemental Declaration are hereby ratified, confirmed and shall remain unchanged and in full force and effect. In the event of a conflict between the terms of this Corrective Supplement and the terms of the Supplemental Declaration, the terms of this Corrective Supplement shall govern.

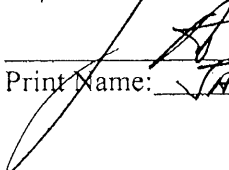
IN WITNESS WHEREOF, the undersigned have executed this Corrective Supplement this 16th day of July, 2008.

Witnesses:

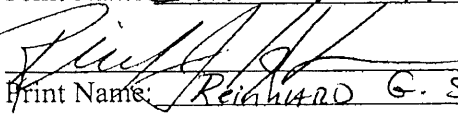

Print Name: REINHARD G. STEPHAN

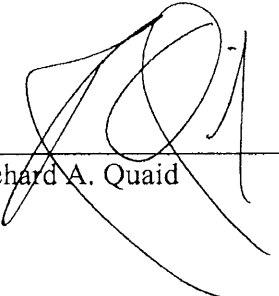

Print Name: JANE DVATUSH


Print Name: REINHARD G. STEPHAN



Print Name: JANE DVATUSH


Print Name: JANE DVATUSH

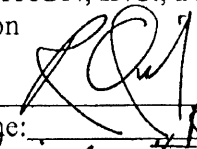

Print Name: REINHARD G. STEPHAN


Richard A. Quaid

MILLENIUM PARC, INC., a Florida corporation

By: 
Print Name: RICHARD QUaid
Title: President

MILLENIUM PARC OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: 
Print Name: RICHARD QUaid
Title: President

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 16th day of July, 2008, by Richard A. Quaid, individually, and as President of Millenium Parc, Inc., a Florida corporation, and as President of Millenium Parc Owners Association, Inc., a Florida not-for-profit corporation, on behalf of himself and the said corporations. He is personally known to me and did (did not) take an oath.

By: JCA

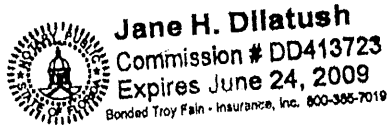
Name: _____

Title: _____

Serial Number, if any: _____

My Commission Expires: _____

[Notarial Seal]





INSTR 20050042945
OR BK 07784 PG 1310 PGS=17
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
01/18/2005 03:16:11 PM
REC FEE 146.00

Prepared by:
Karen Ward Procell, Esq.
Centex Homes
1064 Greenwood Boulevard, Suite 124

☐ ~~State of~~ Mary, Florida 32746

COMMERCE TITLE COMPANY
A Metropolitan Title & Guaranty Co.
385 DOUGLAS AVE., SUITE 2050
ALTAMONTE SPRINGS, FL 32714

EASEMENT AGREEMENT



This **Easement Agreement** (herein so called) is made and entered into as of the **Effective Date** (herein defined) by and between **MILLENIUM PARC, INC.**, a Florida corporation (herein referred to as "**Millenium Parc**"), **MILLENIUM PARC OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "**Commercial Owners Association**"), **CENTEX HOMES**, a Nevada general partnership (herein referred to as "**Centex**") and **MILLENNIUM PARC TOWNHOME OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "**Residential Owners Association**").

RECITALS:

A. Millenium Parc is the owner of parcels of real property in Orange County, Florida as described on **Exhibit "A"** attached hereto and incorporated herein by reference (herein collectively referred to as the "**Millenium Parc Property**").

B. Centex is the owner of a tract of land adjacent to the Millenium Parc Property as described on **Exhibit "B"** attached hereto and incorporated herein by reference (herein referred to as the "**Residential Property**").

C. Commercial Owners Association is the owner of a tract of land adjacent to the Millenium Parc Property and the Residential Property as described in **Exhibit "C"** attached hereto and incorporated herein by reference (herein referred to as the "**Drainage Tract**").

D. Commercial Owners Association and Residential Owners Association are the owners of a tract of land as described in **Exhibit "D"** attached hereto and incorporated herein by reference (herein referred to as the "**Entry Tract**").

E. Access to the Residential Property and the Millenium Parc Property will be provided by a common **Entry Street** (herein so called) located within the Entry Tract.