

EXHIBIT A
LIST OF DOCUMENTS

FOX CHASE HOMEOWNER'S ASSOCIATION, INC.

1. Declaration of Covenants and Restrictions, dated April 1, 1985 and recorded at Official Records Book 1649, Page 0097 on June 25, 1985 and re-recorded at Official Records Book 1822, Page 0760 on February 26, 1987 all in the Public Records of Seminole County, Florida.
2. Amendment to Declaration of Covenants and Restrictions the Annexation of Fox Chase Phase I, dated May 12, 1986 and recorded at Official Records Book 1748, Page 0683 in the Public Records of Seminole County, Florida on July 2, 1986.
3. Articles of Incorporation of Fox Chase, filed with the State on May 9, 1986.
4. By-Laws of Fox Chase Homeowner's Association, Inc., undated, unsigned and unrecorded.
5. Articles of Merger, filed with the State on November 4, 2003.

FXC001 - Exhibit A
08/03/09 - jsl

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THIS DOCUMENT BEING RE-RECORDED TO INCLUDE EXHIBIT "A" AND "B".

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made on the date hereinafter set forth by Centex Homes of Florida, Inc., a Nevada Corporation, hereinafter referred to as "Developer";

WITNESSETH

WHEREAS, Developer is the owner of certain property in a portion of Section 32, Township 21 South, Range 31 East, County of Seminole, State of Florida, which is more particularly described on Exhibit "A", attached hereto and by this reference incorporated herein.

NOW, THEREFORE, Developer, the record owner, 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 the Fox Chase Homeowner's Association, Inc., a Florida Corporation not for profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including 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 hereinafter described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all property owned by

THIS INSTRUMENT PREPARED BY:

NAME BRENDA CROSSFIELD

ADDR. 601 S. SEMINOLE BLVD.

ORLANDO, FL 32807

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DAVID N. BRENNEN
CLERK OF DISTRICT COURT
SEMINOLE COUNTY, FL.

RECORDED & INDEXED
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② J. Ross T. Mc L.

the Association for the common use of the Owners hereinbelow defined. The Common Area to be owned by the Association at the time of conveyance of the first lot is described on Exhibit B attached hereto and by this reference incorporated herein.

Section 5. "Lot" shall mean and refer to those plots of land shown upon the recorded subdivision map of the properties with the exception of the Common Area, and shall specifically refer to the following:

Lots 1 through 84 inclusive, of Fox Chase according to the Plat thereof as recorded in Plat Book 32, at Page 72-73, of the Public Records of Seminole County, Florida.

Section 6. "Developer" shall mean and refer to Centex Homes of Florida, Inc., a Nevada Corporation, its successors and assigns. Centex Homes of Florida, Inc. shall at all times have the right to assign its interest herein to any successors or nominees.

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, and said easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot, subject to the following Provisions:

(a) All provisions of this Declaration, any plat of all or any part or parts of the Properties, and the Articles of Incorporation and By-Laws of the Association;

(b) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area;

(c) The right of the Association to dedicate, sell or transfer all or any part of the Common Area, to any public agency, authority or utility, for such purpose and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer signed

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by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Open Space to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Permitted Uses. The Common Area shall be restricted to the following uses:

(a) The Common Area, now and forever, shall be restricted hereby such that it shall be maintained as open space for the purpose of a conservation area and shall also include the entry sign and entry island.

(b) Subdivision Wall/Fence Easement. All lots along the perimeter of the property described in Exhibit "a" are subject to an easement for a fence or wall that will run along the rear property lines.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. 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.

Section 2. Class "A" members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determined, but in no event shall more than one vote be cast with respect to any Lot.

Class Class "B" member(s) shall be the Developer (as defined in the Declaration), 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

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Class "A" membership equal the total votes
outstanding in the Class "B" membership; or
(b) on January 1, 1989 .

ARTICLE IV

COVENANT FOR MAINTENANCE

The Association shall at all times maintain the Common Area in a presentable manner which promotes the health and welfare of the Owners. All will be responsible for the mowing of the grass and the maintenance of any fencing in the common area, or common easement area.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1.

Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association; (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

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Section 3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first lot to any Owner, the maximum annual assessment shall be \$120 per year, (\$10 per Month), per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called by this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvement. In addition to the annual assessments authorized above, the Association, through its Board of Directors, 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 the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5.

Notice of Quorum for any Action Authorized Under Sections 3 & 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members no 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 proxies entitled to cast a

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majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-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 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots, except that as long as there is Class "B" membership; the Developer will have the following option:

(a) The Developer may pay the annual assessment at the rate of twenty-five percent (25%) of the rate fixed for Class A membership on all unoccupied Lots owned by the Developer and in addition, will pay the difference, if any, between the total annual operation expenses for the maintenance areas and the amount of assessments required to be paid pursuant to this Article; or

(b) The Developer may pay the full rate of assessment at which time the obligation to pay the difference between expenses and assessments will cease.

Section 7.

Date of Commencement of Annual Assessments Due Dates. The Annual Assessments provided for herein shall commence as to all lots on the first day of the month following conveyance of the Common Area. 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 amounts 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

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setting forth whether the assessments on a specified lot have been paid. A property executed certificate of the association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The Association may delegate to a mortgage company or financial institution responsibility for collection of assessments.

Section 8. Effect of Non-payment 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 the rate of eighteen percent (18%) per annum. The Association, may at its election, bring an action at law against the Owner personally obligated to pay the same and/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.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, and shall be subordinate to any mortgage held or guaranteed by the Veterans Administration, or Federal Housing Authority. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, 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 from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. 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.

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ARTICLE VISTAGE DEVELOPMENT AND ANNEXATION

Section 1. Annexation and Development. Additional properties may be annexed by the Developer in whole or in part without the consent of members within five years of the date of this instrument, provided that the Veterans Administration determines that the annexation is in accordance with the General Plan heretofore approved by the Veterans Administration. The proposed annexations, if they are made, will subject the lots in the annexed property to assessment for their just share of Association expenses and costs.

Annexations contemplated by this general plan of development shall become effective upon the recording of an amendment to the Declaration encumbering Fox Chase in the Public Records of Seminole County, Florida.

Should the Developer in its sole discretion determine not to annex additional lands as provided, this general plan of development shall not bind the Developer to make the additions contemplated or to adhere to this plan in the subsequent development of those additional lands.

ARTICLE VIILAND USE RESTRICTIONS

Section 1. Restrictions on Annexed Properties. As long as there is a Class B membership, the Developer shall have the right, from time to time, to file land use restrictions applicable to annexed properties that are not in conflict with the provisions hereof.

Section 2. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling not to exceed two stories in height and a private garage for not more than three cars.

Section 3. Architectural Control. No building shall be

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erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Provided, however, that no approval shall be required for construction by the developer. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

Section 4. Dwelling Size. The floor area of the main structure exclusive of one-story open porches, breezeways, and garages shall not be less than 1300 square feet for a one-story dwelling and no less than 1300 square feet for a dwelling on one and one-half or two stories.

Section 5. Building Location. No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purpose shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. If there is any conflict between this covenant and zoning regulations of the proper governing authority said zoning regulations shall take precedent.

Section 6. Lot area and Width. No dwelling shall be erected, or placed on any lot having a width of less than 90 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having any area of less than 11,000 square feet, except that notwithstanding, such provisions as to minimum width and minimum square feet area a dwelling may be erected, or placed on any one entire lot as shown on said recorded plat.

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Section 7. Easement. The developer does hereby reserve an easement on the installation and maintenance of utilities and drainage facilities on, in and over all utility and drainage easements as shown on the recorded plat of the subdivision.

Section 8. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section 9. Temporary Structures. No structure of a temporary character, basement, trailer, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time without the consent of the Architectural Committee.

Section 10. Signs. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 11. 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 or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 12. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

Section 13. Garbage and Refuse Disposal. 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 materials shall be kept in a clean and

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sanitary condition.

Section 14. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of any sightlines.

Section 15. Walls and Fences. Heights of any walls and fences outside of the building setback lines shall not be greater than as follows: No walls or fence may be erected on any lot in the subdivision higher than 3.6 feet above finished grade, and provided, however, that no wall or fence shall be erected or placed within the front setback lines of any lot, unless said wall or fence shall be an ornamental and desirable feature, and shall not in any manner impair the general scheme of the subdivision area. The Architectural Control Committee may, in its discretion, approve minor projections above the restricted heights for architectural features. No wall or fence of any kind whatsoever shall be constructed on any lot until after the height, type, design and location thereof shall have been approved in writing by the said committee.

Section 16. Membership. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the Board of Directors of the Fox Chase Homeowner's Association shall have full authority to designate a successor. Neither the members of

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the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the Board of Directors shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.

Section 17. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 18. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Committee shall have and is hereby given the right to grant minor exceptions to and to approve minor violations of these covenants and restrictions if such action shall not violate the intended and purpose of this instrument and there is substantial compliance with the general spirit of these covenants and restrictions.

Section 19. Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to

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

Section 20. Severability: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 21. FHA/VA Approval: As long as there is a Class B membership, the following action will require the prior approval of the FHA or the VA: annexation of additional properties, dedication of common area, and amendment of this Declaration of covenants, conditions and restrictions.

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CENTEX HOMES OF FLORIDA, INC.

Witnesses:

Brenda Crossfield
Mary Duke

By:

Andrew J. Hannigan
Andrew J. Hannigan, President

Attest:

Marshall C. Wolfe
Marshall C. Wolfe, Vice President

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SEMINOLE CO. FL.

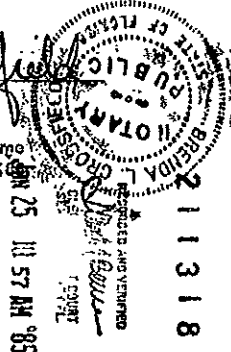
STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this date, before me, an office duly authorized in the State and County aforesaid to take acknowledgements; personally appeared Andrew J. Hannigan, President of Centex Homes of Florida, Inc. and that he acknowledged executing this instrument freely and voluntarily under authority duly vested in him by said Corporation and that the seal affixed thereto is the true corporate seal of said Corporation.

Witness my hand and official seal in the County and State last aforesaid this 1st day of April, 1985.

Brenda Crossfield
Notary Public

Notary Public, State of Florida at Large
My Commission Expires March 21, 1986



Handwritten note:
Brenda Crossfield
601 S. Dunbar Ave.
Alt. No. 90807

EXHIBIT "A"

THE SOUTH ONE HALF OF THE SOUTHWEST ONE QUARTER OF SECTION 32,
TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LESS
THE ROAD RIGHTS-OF-WAY FOR DEAN AND McCULLOCH ROADS.

EXHIBIT "B"

LEGAL DESCRIPTION
COMMON AREA LING WITHIN FOXCHASE PHASE I
AND FOXCHASE PHASE II

THE SOUTH ONE HALF OF THE SOUTHWEST ONE QUARTER OF SECTION 32,
TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LESS
THE ROAD RIGHTS-OF-WAY FOR DEAN AND McCULLOCH ROADS, AND LESS THAT
PORTION OF LAND DESCRIBED IN PLAT BOOK 32, PAGES 72 AND 73, AND
THAT PORTION OF LAND DESCRIBED IN PLAT BOOK 35, PAGES 13 AND 14,
OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

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DAVID H. BERRIEN
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

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SEMINOLE CO. FL.
AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

THE ANNEXATION OF FOX CHASE PHASE I

SUBDIVISION: FOX CHASE PHASE II

COUNTY: SEMINOLE

STATE: FLORIDA

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, Centex Homes of Florida, Inc. as developer of Fox Chase Phase I and II, is desirous of placing an amendment on the restrictions and covenants of Fox Chase Phase I as forth in O. R. Book 1649 Page 0085 thru 0097 of the Public Records of Seminole County, Florida.

WHEREAS, Centex Homes of Florida, Inc. as the developer is granted the power to make such an amendment by Article IX, Section 3 of the Declaration of Restrictions and Covenants of Fox Chase Phase I as recorded in O. R. Book 1649, at Page 0085 thru 0097 of the Public Records of Seminole County, Florida.

NOW, THEREFORE, in consideration of the premises, said developer for itself and its successors and assigns does hereby place of record the annexation of Fox Chase Phase II Hereinafter, Fox Chase Phase II according to the plat thereof, as recorded in Plat Book 35, at page 139 14, of the Public records of Seminole County, Florida, and all lots and properties therein shall be held, sold and conveyed subject to the restrictions, covenants, and conditions in O. R. Book 1649 Page 0085-0097 of the Public Records of Seminole County, Florida. Such restrictions shall run with the real property and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns. By this amendment, all owners of properties in Fox Chase Phase II shall join with the property owners of Fox Chase Phase I in becoming members of the Fox Chase Homeowners Association, Inc. and shall have all rights and duties thereunder as set forth in the Declaration of Restrictions and Covenants and the Articles of Incorporation.

Witness

Brenda L. Crossfield
Walter D. Kelly

CENTEX HOMES OF FLORIDA, INC.

Andrew J. Hannigan, President

Marshal C. Wolfe, Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly qualified in the County and state last aforesaid, to take acknowledgments, personally appeared Andrew J. Hannigan and Marshal C. Wolfe known to me to be the President and Vice President of Centex Homes of Florida, Inc. and they acknowledged before me that they executed the same, as such Officers of Centex Homes of Florida, Inc.

IN WITNESS WHEREOF I have hereunto set my hand and official seal in the County and State last aforesaid this 12th day of July, 1984.

My Commission expires

Notary Public, State of Florida et cetera
My Commission Expires March 21, 1988.

Brenda L. Crossfield
Notary Republic

THIS INSTRUMENT PREPARED BY *Brenda L. Crossfield*

NAME *Brenda L. Crossfield*
ADDR. *6014 South Seminole Blvd.*
Orlando, Fl. 32807

EXHIBIT 3

ARTICLES OF INCORPORATION

FOR

FOX CHASE

ARTICLES OF INCORPORATION

OF

FOX CHASE

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

ARTICLE I

The name of the Corporation is Fox Chase Homeowner's Association, Inc. hereafter call the "Association".

ARTICLE II

The principal place of business of the corporation shall be located at 601 S. Semoran Blvd, Orlando, Florida, or at such other place or places as may be designated from time to time by the Board of Directors.

ARTICLES III

Andrew J. Hannigan, 601 S. Semoran Blvd., Orlando, Florida, is appointed resident agent for service of process of this corporation, subject to the right of this corporation to change the name in the manner provided by the laws of the State of Florida.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide the maintenance and preservation of the Common Area within that certain tract of property described as:

Lots 1 through 84, inclusive, of Fox Chase According to the Plat thereof as recored in Plat Book , Page of the Public Records of Seminole County, Florida.

and to promote the health, safety and welfare of the residents within the above-described property and additions thereto as may

hereafter be brought within the jurisdiction of this Association for this purpose to;

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration ", applicable to the property and recorded or to be recorded in the Office of Public Records of Seminole County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments, pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate, for public use or otherwise dispose of real or personal property as security for money borrowed or debts incurred;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell 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 has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other

non-profit corporations organized for the same purposes or annex additional residential property and Common Area;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Developer (as defined in the Declaration), 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 equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1989.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>ADDRESS</u>
<u>Marshal C. Wolfe</u>	<u>601 S. Semoran Blvd., Orlando, Fla.</u>
<u>William Wise</u>	<u>601 S. Semoran Blvd., Orlando, Fla.</u>
<u>Roger Sefzik</u>	<u>601 S. Semoran Blvd., Orlando, Fla.</u>
<u>Walter Tilley</u>	<u>601 S. Semoran Blvd., Orlando, Fla.</u>
<u>Brenda Crosssfield</u>	<u>601 S. Semoran Blvd., Orlando, Fla.</u>

At the first annual meeting the members shall elect two (2) directors for a term of one (1) year; two (2) directors for a term of (2) years; and a fifth (5th) director for a term of three (3) years; and at each annual meeting hereafter the members shall elect the appropriate number of directors for a term of three (3) years.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

The Officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors; a secretary, and a treasurer, and such others officers as the Board may from time to time by resolution create. The election of Officers shall take place at the first meeting of the members. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. The following named persons shall serve as officers until the first election of officers is conducted by the Board of Directors:

President:	Marshal C. Wolfe 601 S. Semoran Blvd. Orlando, Florida 32807
------------	--

Vice President: William Wise
601 S. Semoran Blvd.
Orlando, Florida 32807

Secretary: Brenda Crossfield
601 S. Semoran Blvd.
Orlando, Florida 32807

Treasurer: Roger Sefzik
601 S. Semoran Blvd.
Orlando, Florida 32807

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or organization to be devoted to such similar purposes.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendment of these articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XII

BY-LAWS

The By-Laws shall be adopted by the Directors at their first meeting. The By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership. In the case of any conflict between the Articles of Incorporation and the By-Laws, the Articles shall control; and in the case of

any conflict between the Declaration and these by-Laws, the Declaration shall control.

ARTICLE XIII

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties; mergers and consolidations; mortgaging of Common Area; dedication of Common Area; dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this day of , 1985.

Marshal C. Wolfe

William Wise.

Brenda L. Crossfield

STATE OF FLORIDA

COUNTY OF ORANGE

Before me, A Notary Public, personally appeared William G. Wise, Marshal C. Wolfe and Brenda L. Crossfield, to me known to be persons described as Incorporators and who executed the foregoing Articles of Incorporation, and acknowledged before me that they subscribed to these Articles of Incorporation of , 1985.

Notary Public,
State of Florida at Large

Acceptance of designation as registered agent: Andrew J. Hannigan does hereby accept the foregoing designation as registered agent for the corporation, for service of process as to the above corporation.

Andrew J. Hannigan

EXHIBIT 4

BY-LAWS

FOR

FOX CHASE HOMEOWNER'S ASSOCIATION, INC.

BY-LAWS
OF
FOX CHASE HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is FOX CHASE HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to the "Association". The principal office of the corporation shall be located at 601 S. Semoran Blvd., Orlando, Florida 32807, but meetings of members and directors may be held at such places within the State of Florida, County of Seminole, as may designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Fox Chase Homeowner's Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants Conditions, and Restrictions, and such additions thereto as hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6 "Declarant" shall mean and refer to Centex Homes its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Public Records in Seminole County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock, P. M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Notice of Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the

Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number The affairs of this Association shall be managed by a Board of Five (5) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect two directors for a term of one year; two directors for a term of two years; and one director for a term of three years; and at each annual meeting thereafter the members shall elect the directors for a term of three years, thus electing the number required in order to have five directors.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved

shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a Chairman, who shall be a member of the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special

meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

1. fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

2. send written notice of each assessment to every Owner subject thereto at least thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

3. foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association, and Directors and Officers liability Insurance.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) accept such other functions or duties with respect to the Properties, including architectural control, in addition to maintenance responsibilities, as are determined by the majority of the Board of Directors to be proper;

(i) delegate to, and contract with, a mortgage company or financial institution, or other responsible third party, responsibility for collection of the assessments of the Association.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at times be members of the Board of Directors; a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each who shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he succeeds.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties The duties of ther officers are as
lows:

President

(a) The president shall preside at all meetings of the Board Directors; shall see that orders and resolutions of the Board carried out; shall sign all leases, mortgages, deeds and other tten instruments and shall co-sign all checks and promissory es.

Vice-President

(b) The vice-president shall act in the place and stead of president in the event of his absence, inability or refusal to and shall exercise and discharge such other duties as may be uired of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the utes of all meetings and proceedings of the Board and of the bers; keep the corporate seal of the Association and affix it all papers requiring said seal; serve notice of meetings of the rd and of the members; keep appropriate current records wing the members of the Association together with their presses, and shall perform such other duties as required by the ei.

Treasurer

(d) The treasurer shall receive and deposit in appropriate k accounts all monies of the Association and shall disburse such ds as directed by resolution of the Board of Directors; shall n all checks and promissory notes of the Association; keep per books of account; at the direction of the Board, se an annual audit or review of the Association ks to be made by a public accountant at the completion of each cal year; and shall prepare an annual budget and a statement of ome and expenditures to be presented to the membership at its ular meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control

Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board Directors shall appoint other committees as deemed appropriate to carry out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where they may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of Eighteen percent (18%) per annum, and the Association may bring an action in law against the Owner personally obligated to pay the same or enforce the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability or the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: FOX CHASE HOMEOWNER'S ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or

special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Fox Chase Homeowner's Association, have hereunto set our hands this day of , 1985.

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, the following named persons, to-wit:

MARSHAL C. WOLPE, WILLIAM WISE, ROGER SEPZIK
WALTER TILLEY AND BRENDA CROSSFIELD

All to me known and well known to me to be the persons of those names described in and who executed the foregoing instrument and they acknowledged before me that they executed the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this day of , 1985.

My Commission expires:

Notary Public
State of Florida at Large

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the
Fox Chase Homeowner's Association, a Florida Corporation,
and,

THAT the foregoing By-Laws constitute the original By-Laws of
said Association, as duly adopted at a meeting of the Board of
Directors thereof, held on the day of , 1985.

Brenda Crossfield

ARTICLES OF MERGER

(Not for Profit Corporation)

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
Fox Chase Homeowners Association, Inc.	Florida	N14832

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
Woodland Station Unit One Replat Owners Association, Inc.	Florida	N47376

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR _____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future).

FILED
NOV - 4 PM 12:11
RECEIVED

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on July 1, 2003. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:

118 FOR 9 AGAINST.

SECTION II

(CHECK IF APPLICABLE) ☐ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or embers entitled to vote on the plan of merger.

The plan of merger was adopted by the board of directors on _____. The number fo directors in office was _____. The vote for the plan was as follows:

_____ FOR _____ AGAINST.

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation (s) on July 1, 2003. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:

28 FOR 2 AGAINST.

SECTION II

(CHECK IF APPLICABLE) ☐ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

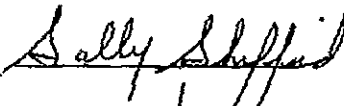
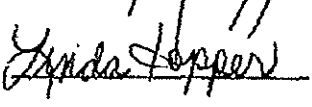
SECTION III

There are no members or embers entitled to vote on the plan of merger.

The plan of merger was adopted by the board of directors on _____. The number fo directors in office was _____. The vote for the plan was as follows:

_____ FOR _____ AGAINST.

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual or Title</u>
Fox Chase Homeowners Association, Inc.		Sally Sheffield, President
Woodland Station Unit One Replat Owners Association, Inc.		Linda Hopper, President

PLAN OF MERGER

The following plan of merger was submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
Fox Chase Homeowners Association, Inc.	Florida

The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
Woodland Station Unit One Replat Owners Association, Inc.	Florida

The terms and conditions of the merger are as follows:

The merging corporation shall be governed by the Articles of Incorporation and Bylaws of the surviving corporation.

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

None.

Other provisions relating to the merger are as follows:

Not Applicable.

