

EXHIBIT "A"

FOX RIDGE AT DEER RUN HOMEOWNERS ASSOCIATION, INC.

1. Declaration of Covenants, Conditions and Restrictions, dated March 18, 1987, and recorded at Official Records Book 1862, Page 1795, Public Records of Seminole County, Florida on June 29, 1987.
2. Amendment to Declaration of Covenants, Conditions and Restrictions, dated June 18, 1993, and recorded at Official Records Book 2602, Page 548, Public Records of Seminole County, Florida on June 18, 1993 (and re-recorded January 6, 1994, at Official Records Book 2709, Page 922, Public Records of Seminole County, Florida to correct scrivener's error that deleted wrong Article).
3. Second Amendment to Declaration of Covenants, Conditions and Restrictions, dated June 18, 1993, and recorded at Official Records Book 2607, Page 986, Public Records of Seminole County, Florida on June 30, 1993.
4. Third Amendment to Declaration of Covenants, Conditions and Restrictions, dated January 17, 1997, and recorded at Official Records Book 3187, Page 1301, Public Records of Seminole County, Florida on January 24, 1997.
5. Articles of Incorporation of Fox Ridge at Deer Run Homeowners Association, Inc., dated December 28, 1992, filed with the State on January 15, 1993.
6. Bylaws for the Fox Ridge at Deer Run Homeowners Association, Inc., undated, signed and unrecorded.
7. Schedule of Fines for Fox Ridge at Deer Run Homeowners Association, Inc., undated, unsigned and unrecorded.

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Note: Master Association is Deer Run Property Owners Association #2, Inc.

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the date hereinafter set forth, by AMERIFIRST DEVELOPMENT CORPORATION, a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Seminole, State of Florida, which is more particularly described as:

DEER RUN, UNIT 12-B; as per Plat thereof recorded in Plat Book 37, Page(s) 82, Public Records of Seminole County, Florida.

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

ARTICLE I

DEFINITIONS

Section 1. "Homeowners Association" shall mean and refer to DEER RUN HOMEOWNERS ASSOCIATION # 12-B, INC., a non-profit corporation organized under the laws of the State of Florida, its successors and assigns.

Section 2. "Property Owners Association" shall mean and refer to Deer Run Property Owners Association # 2, Inc., a non-profit corporation organized under the laws of the State of Florida, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties,

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CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

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including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to Deer Run, Unit 12-B, as per Plat thereof recorded in Plat Book 37, Page(s) 88, Public Records of Seminole County, Florida.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Homeowners Association for the common use and enjoyment of the Owners.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties with the exception of the Common Area.

Section 7. "Designated Tract" shall mean the area designated on the plat of the Properties as Tract A (or if more than one such area, then designated as Tract A, Tract B, etc.).

Section 8. "Declarant" shall mean and refer to Ameri-First Development Corporation, a Florida corporation, and also its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area and in and to the Designated Tract(s) which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

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

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

(c) the right of the Homeowners Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Homeowners 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 owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On November, 1988.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made; provided, however, no such assessment shall be a lien on the land until such lien is recorded in the public records of Seminole County, Florida. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Homeowners Association shall be used exclusively, except as hereinafter provided in Section 11, to

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promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area; provided, however, and notwithstanding the foregoing a portion of said assessments shall be remitted to the Property Owners Association to be used exclusively for the maintenance, preservation, improvement and control of the Designated Tracts as defined in the Articles of Incorporation of the Property Owners Association. The portion of said assessments to be so remitted shall be determined from time to time by the Property Owners Association.

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

Section 4. Maximum Annual Assessment. Until November 31, 1988 the maximum annual assessment by the Homeowners Association for each Lot shall be Sixty Dollars (\$60.00) per lot.

From and after November 31, 1988 the maximum annual assessment of the Homeowners Association 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. The maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the Class A members who are voting in person or by proxy, at a meeting of the Homeowners Association duly called for this purpose. The Board of Directors may fix the annual assessments at an amount not to exceed the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the

Homeowners Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by two-thirds (2/3) of each class of members who are voting in person or by proxy at a Homeowners Association meeting duly called for this purpose.

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Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members of the Homeowners Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or of proxies of each class entitled to cast sixty percent (60%) of all the votes of each class shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

Section 8. Date of Commencement of Annual Assessments:
Due Date. The annual assessments provided for herein as to the Homeowners Association shall commence as to all lots on the first day of the month following the conveyance to the Homeowners Association of the Common Area, or on the first

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day of the month following the conveyance to the Property Owners Association of the Designated Tract, whichever occurs first. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Homeowners Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Homeowners Association. The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of that association setting forth whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Homeowners Association as to the status of assessments on a Lot is binding upon that Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments:

Remedies of the Homeowners Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by Florida Law. The Homeowners Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or of the Designated Tract, as the case may be, or abandonment of his Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to a reasonable attorneys' fee, including attorneys' fees for appellate proceedings.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be

subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such 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.

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Section 11. Lot and Exterior Maintenance. In the event an Owner of any Lot in the Properties shall fail to maintain his Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Homeowners Association, after approval by two-thirds (2/3) vote of the Board of Directors and thirty (30) days' written notice to the Owner, shall have the right, through its agents and employees, to enter upon said parcel and to repair, clear, trim, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject, which shall be due and payable thirty (30) days from the date said assessment is made.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Homeowners Association, or by an architectural con-

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trol committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 1. General Prohibition. No dwelling, dwelling house, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration, and all such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the Board.

Section 2. Only Residential Purposes. No Lot shall be used in whole or in part for anything other than residential purposes, except for model residential dwelling units which may be maintained by the builder or developer only for purposes of the sale of residential dwellings within the Properties. Other than conducting the sale of residential dwellings, no trade, traffic or business of any kind, whether professional, commercial, industrial or manufacturing or other non-residential use shall be engaged in or carried on upon the Properties, or any part thereof; nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to the Properties or adjacent properties.

Section 3. Single-Family Residential Use. No building

or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residential dwelling and appurtenant outbuildings or structures as may be suitable and necessary for the purposes for which said Lot is permitted to be used.

Section 4. Subdivision. No Lot shall be subdivided or split by any means whatsoever into any greater number of residential plots nor into any residential plot or plots of smaller size without the express written consent of the Homeowners Association's Board of Directors.

Section 5. Occupancy Before Completion. No building or structure upon the Properties shall be occupied until the same is approved for occupancy by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants.

Section 6. Maintenance and Repair. All dwellings, structures, buildings, outbuildings, walls, driveways and fences placed or maintained on the Properties or any portion thereof shall at all times be maintained in good condition and repair.

Section 7. Completion of Construction. All exterior construction and paint and stain finishing for which plans and specifications are required herein to be submitted to the Homeowners Association's Board of Directors for approval shall be completed with six (6) months from the date of approval for said approval to remain in force and effect, unless said Board shall grant a greater period of time to complete said construction or shall grant an extension of said six-month period.

Section 8. No Temporary Buildings. No tent, shack, trailer, house trailer, basement, garage, or other outbuildings shall at any time be used on any Lot as a residence

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temporarily or permanently and no building or dwelling of a temporary character shall be permitted, except as follows: Buildings necessary for construction or sales taking place on the Properties and not intended to be used for living accommodations may be erected and maintained on the property only during the course of construction and sales.

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Section 9. Ground Maintenance.

(a) Grass, hedges, shrubs, vines and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed and replaced.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, materials, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Properties in the vicinity thereof or to the occupants of any such property in such vicinity.

(c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used within three (3) months after the construction of buildings or structures upon the Lot on which the material is stored.

Section 10. Fences, Walls, Hedges, Mass Planting of Any Type.

(a) No fence, wall, hedge, or mass planting of any type exceeding a height of six (6) feet above the finished graded surface of the ground upon which it is located, shall be constructed, planted, placed or maintained upon any Lot without

the written consent and approval of the Homeowners Association's Board of Directors.

(b) No hedge or mass planting of any type exceeding three

(3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of the Homeowners Association's Board of Directors.

Section 11. Animals, Birds and Fowl. No animals, live-stock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. In the event of dispute as to the reasonability of the number of such cats, dogs or household pets kept upon the Properties, the decision and opinion of the Homeowners Association's Board of Directors shall control.

Section 12. Laundry. No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device.

Section 13. Exterior Light Fixtures. No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to the residents of adjacent properties.

Section 14. Boat and Vehicle Storage. No automobile, truck, trailer, boat trailer, or other vehicle, and no boat of any kind shall be parked, left, or stored upon any Lot which is a nuisance or eyesore to the community. Whether such vehicles are a nuisance or eyesore shall be the sole determination of the Homeowners Association's Board of Directors. As a guideline, no trucks larger than a pickup truck shall be permitted to be parked in the residential house area of the Properties.

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(4) hours unless the same is present and necessary in the actual construction or repair of buildings on the land. No trucks larger than a pickup truck, trailers, campers or other habitable vehicles of any type, boats or boat trailers shall be parked overnight or for more than four (4) daylight hours in the Properties unless parked in a completely enclosed garage. No vehicle of any type shall be permitted in the Properties unless the same has a current license tag in accordance with the laws of the State of Florida. No junk or abandoned vehicles of any type shall be permitted in the Properties. Vehicles shall include, without limitation, motorcycles.

Section 15. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. It is important that the banks, swales, and berms constituting a part of the lakes, swales and drainage canals located within the Properties remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales and banks lie within a Lot, the Owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which adjoins said Owner's Lot.

Section 16. Excavations. No excavations for stone, gravel, and dirt or earth shall be made on any portion of the Properties; except for the construction of dwellings,

walls, foundations, structures and other appurtenances, plans and specifications for which excavations have been approved by the Homeowners Association's Board of Directors. Excavations may be made for swimming pools and landscaping without said Board approval, subject to this Declaration of Covenants.

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Section 17. Signs. Except as otherwise permitted by the Homeowners Association's Board of Directors, no sign of any character shall be displayed or placed upon any Lot or living unit except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed six (6) square feet in size, shall not extend more than four (4) feet above the ground, and shall be limited to one (1) sign per Lot or living unit.

Section 18. Refuse. No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot. Unless otherwise approved by the Homeowners Association's Board of Directors, lightweight containers weighing not more than twenty-five pounds (25 lbs.) are permitted for trash, garbage, rubbish, debris, waste material or other refuse. Said containers must be tied or closed at all times and kept from view by the public or residents within the vicinity. Said containers shall not be placed at streetside for removal of refuse prior to the evening before the announced pickup time. Said containers must be returned to the utility yard or enclosure within eight (8) hours after announced pickup time.

Section 19. Nuisances. No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 20. Preservation and Maintenance of Slopes, Banks and Swales. No person shall reconstruct, damage or destroy, open, reduce, remove, alter, modify or install any

thing or improvement within, over or upon any bank, slope or swale without first obtaining written approval from the Homeowners Association's Board of Directors (or if the area lies within the Designated Tract, then from the Property Owners Association's Board of Directors). No construction excavation in the proximity of any canal, bank, slope or swale, shall be permitted which, in the opinion of the particular Board of Directors, would impair the stability of the slopes in said area.

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Section 21. Wells. No water wells shall be dug on any Lot or on the Properties except for purposes of irrigation of landscaping.

Section 22. Open Burning.

(a) Open burning of wooden materials or vegetation generated by a land clearing operation or the demolition of a structure is allowed if said open burning takes place fifty (50) yards or more from any occupied building or public highway and is performed between 9:00 A.M. and one (1) hour before sunset, or at other times when the approval of the Seminole County Pollution Control Board or successor organizations has been received.

(b) Open burning to reduce solid waste on occupied residential premises is not permitted.

Section 23. Maintenance of Common Driveways. Where one private driveway serves two or more Lots, maintenance of said driveway within areas set aside for access easements shall be the equal responsibility of the Owners of the Lots served by said driveway.

Section 24. Swimming Pools. Swimming pools may be constructed on any Lot provided that access to them from outside the Lot is controlled from all directions by fence-

ing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Board.

Section 25. Preservation of Existing Trees. No existing tree greater than six (6) inches caliper, measured four and one-half (4 1/2) feet above the ground, shall be removed from any Lot for any reason except disease or unless said tree directly interferes with the erecting or placing of the living unit on said Lot.

Section 26. Right to Inspect. The Homeowners Association's Board of Directors may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Homeowners Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Homeowners Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to a reasonable attorneys' fee including attorneys' fees through appellate proceedings.

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Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding the foregoing, this Declaration may be amended prior to November 31, 1988 by the Declarant so long as the Declarant is the owner of at least fifty percent (50%) of the Lots and so long as any such amendment is approved as provided for in Section 5 following. Any amendment must be recorded.

Section 4. Encroachments. In the event that any residential dwelling shall encroach upon any of the Common Area, Designated Tract or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area or Designated Tract shall encroach upon any Lot, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

Section 5. FHA/VA Approval. As long as there is a Class B membership of the Homeowners Association, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VIII
MAINTENANCE OF WALL

The Homeowners Association shall maintain and repair the wall constructed at the rear of the Lots abutting Eagle Boulevard, as disclosed by the plat of the Properties. The Owners of the Lots upon which portion of such wall has been constructed shall not take or allow to be undertaken any action which will damage such wall or undermine the lateral support of such wall. In the event that the need for maintenance or repair of the wall is caused through the willful or negligent acts of any Owner, or through the willful or negligent acts of the family, guests, or invitees of any Owner, the cost of such maintenance or repair shall be added to and become part of the assessment to which the Lot owned by such Owner is subject.

The Homeowners Association, and its agents, shall have the right to enter upon any Lot for the purpose of inspecting, maintaining or repairing the wall, and neither said Association nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry; provided, however, that in the event said Association or its agents shall cause damage to any Lot, the Association shall cause such Lot to be returned to its condition prior to such entry.

There is hereby created an easement in a strip of land 15 feet wide adjacent to and within the rear boundary lines of each lot which abuts Eagle Boulevard, as disclosed by the plat of the Properties, for ingress, egress, maintenance and repair of any boundary walls, entrance ways or signs. This easement shall in no way affect any other recorded easements on said premises.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name

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SERIAL CUST.
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by its duly authorized officer, as of the 18th day of
March, 1987.

Signed, sealed and delivered
in the presence of:

Nancy Lewalski
Sharon W. Felt

AMERIFIRST DEVELOPMENT
CORPORATION

By: C. Philip Wallis
C. Philip Wallis
Senior Vice President
"DECLARANT"

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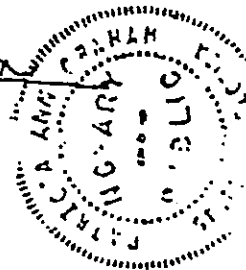
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STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this
18th day of March, 1987, by C. Philip Wallis
Sr. Vice President of AMERIFIRST
DEVELOPMENT CORPORATION, a Florida corporation, on behalf of
the corporation.

Patricia A. Graham
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 15, 1990
BONDED THRU GENERAL INS. BRO.



AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions was recorded in Official Records Book 1862, Page 1795, Public Records of Seminole County, Florida (the "Declaration") and did subject the property described on Exhibit "A" attached hereto to the terms, conditions, covenants and restrictions of said Declaration; and

WHEREAS, Deer Run Homeowners Association #12A, Inc. was merged into Deer Run Homeowners Association #12, Inc., and the property located within Deer Run Unit 12-A, according to the plat thereof, as recorded in Plat Book 34, Page 21, Public Records of Seminole County, Florida, was subjected to the terms, conditions, covenants and restrictions of the Declaration; and

WHEREAS, the members of Deer Run Homeowners Association #12, Inc. have voted to form two separate homeowners associations, one for a portion of Deer Run Unit 12-B, according to the plat thereof as recorded in Plat Book 37, Page 82, Public Records of Seminole County, Florida, and the other for the remaining portion of Deer Run Unit 12-B together with property located within said Deer Run Unit 12-A; and

WHEREAS, the undersigned, being the owners of over ninety percent (90%) of the Lots within the property currently subject to the terms, conditions, covenants and restrictions of the Declaration, desire to amend the Declaration to provide what property shall be subject to the terms of the Declaration, as well as to amend the method by which the Declaration may be amended.

NOW, THEREFORE, the owners of over ninety (90%) of the Lots within the property currently subject to the Declaration do hereby amend the Declaration as follows:

1. The property described on Exhibit "B" attached hereto is hereby released from the terms, conditions, covenants and restrictions of the Declaration and, therefore, the property remaining subject to and encumbered by all of the terms, conditions, covenants and restrictions of the Declaration is the property described on Exhibit "C" attached hereto.

2. Section 1 of Article I of the Declaration is hereby amended to read in its entirety:

Section 1. "Homeowners Association" shall mean and refer to Fox Ridge at Deer Run Homeowners Association, Inc., a non-profit corporation organized under the laws of the State of Florida, its successors and assigns.

3. Section 4 of Article I of the Declaration is hereby amended to read in its entirety:

Section 4. "Properties" shall mean and refer to that property described on Exhibit "C" attached hereto.

4. There is hereby added to Section 3 of Article VII of the Declaration the following:

Notwithstanding the foregoing, this Declaration may be amended by the affirmative vote of ninety percent (90%) of the Lot Owners at annual or special meeting of the Association, in which event the Secretary of the Association shall execute and record an instrument setting forth the amendment(s) adopted by the Lot Owners at such a meeting, which shall be recorded.

5. Article VII of the Declaration is hereby deleted in its entirety.

OFFICIAL RECORDS
BOOK PAGE

CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL

RECORDED & VERIFIED

PREPARED BY: J. J. BERRY, JR.
JANUARY 19, 1980
P. O. BOX 880
WINTER PARK, FLA. 32789-0880

1275
14-20

97.24

@ App. Clerk

2502 0549

IN WITNESS WHEREOF, the undersigned, being the owners of ninety percent (90%) of the property currently subject to the terms, conditions, covenants and restrictions of the Declaration, have executed these presents.

Signed, sealed and delivered by:

Douglas P. Walczak
Print Name: Douglas P. Walczak
Leilani Walczak
Print Name: Leilani Walczak

4149 Leafy Glade Pl
Casselberry, FL 32707

Print Name: _____

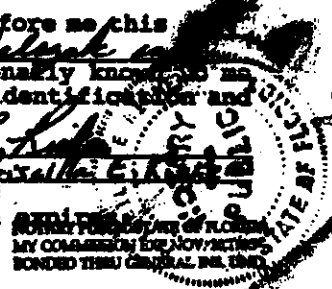
Print Name: _____

As to Lot 74, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF Seville

The foregoing instrument was acknowledged before me this day of Oct, 1992, by Douglas P. Walczak who is personally known to me or who has produced his driver's license as identification and who did not take an oath.

Michelle E. Ruff
Print Name: Michelle E. Ruff
Notary Public
My commission expires: _____



Shirley Mackerley
Print Name: Shirley Mackerley

Print Name: _____

Print Name: _____
4498 Weeping Willow Circle
Casselberry, FL 32707

Print Name: _____

As to Lot 116, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF Seville

The foregoing instrument was acknowledged before me this day of 31 October, 1992, by Shirley Mackerley, who is personally known to me or who has produced _____ as identification and who did not take an oath.

John P. Ruff
Print Name: John P. Ruff
Notary Public
My commission expires: _____

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: DEC. 22, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

2502 0550

Kim Cohen
Print Name
Kim Cohen
Print Name
4125 Leafy Glade Pl
Casselberry, FL 32707

Print Name: SEMINOLE CO. FL.

Print Name: _____

As to Lot 80, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this
day of Sept, 1992, by Kim Cohen, who is personally known to me
or who has produced _____ as identification
who did not take an oath.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV. 20, 1995
BONDED THRU GENERAL INS. UND.

Travis E. Kicker
Print Name: Travis E. Kicker
Notary Public
My commission expires: _____

DONALD D. McKEE
Print Name
William W. McKee
Print Name
4121 Leafy Glade Pl
Casselberry, FL 32707

Print Name: _____

Print Name: _____

As to Lot 81, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this
day of Sept, 1992, by Donald D. McKee, who is personally known to me
or who has produced _____ as identification
who did not take an oath.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV. 20, 1995
BONDED THRU GENERAL INS. UND.

Travis E. Kicker
Print Name: Travis E. Kicker
Notary Public
My commission expires: _____

Greg Puzder
Print Name
Kym Puzder
Print Name
4165 Leafy Glade Pl
Casselberry, FL 32707

Print Name: _____

Print Name: _____

As to Lot 70, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this
day of Sept, 1992, by Greg Puzder and Kym Puzder, who is personally known to me
or who has produced _____ as identification
who did not take an oath.

Travis E. Kicker
Print Name: Travis E. Kicker
Notary Public
My commission expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV. 20, 1995
BONDED THRU GENERAL INS. UND.

2602 0551

SEMINOLE CO. FL

Joe Gasparini
Print Name
Joe M. Gasparini
Print Name
Joe M. Gasparini
Print Name

Print Name: _____

Print Name: _____

4164 Leafy Hawk Pl
Casselberry, FL 32707

As to Lot 69, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 12th day of Sept, 1992, by Joe M. Gasparini, who is personally known to me as who has produced Florida Driver License as identification and who did not take an oath.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV. 20, 1995
BONDED THRU GENERAL INS. UND.

Print Name: Joe M. Gasparini
Notary Public
My commission expires: _____

Helen Cooke
Print Name
Helen Cooke
Print Name
Helen Cooke
Print Name

Print Name: _____

Print Name: _____

4180 Leafy Hawk Pl
Casselberry, FL 32707

As to Lot 66, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 12th day of Sept, 1992, by Helen Cooke, who is personally known to me as who has produced Florida Driver License as identification and who did not take an oath.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV. 20, 1995
BONDED THRU GENERAL INS. UND.

Print Name: Helen Cooke
Notary Public
My commission expires: _____

Francis Nguyen
Print Name
FRANCIS NGUYEN
Print Name
CLARE NGUYEN
Print Name

Print Name: _____

Print Name: _____

4168 Leafy Hawk Pl
Casselberry, FL 32707

As to Lot 67, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 17 day of Sep, 1992, by FRANCIS NGUYEN & CLARE NGUYEN, who is personally known to me as who has produced Florida License as identification and who did not take an oath.

Print Name: John M. [Signature]
Notary Public
My commission expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC. 31, 1992
BONDED THRU NOTARY PUBLIC [Signature]

2602 0552

Melvin R. Alexander
Print Name
Kelly Jo Alexander
Print Name
Kelly Jo Alexander
Print Name

Print Name: SEMINOLE CO. FL.
Print Name:

4145 Leafy Glade Pl
Casselberry, FL 32707
As to Lot 15, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 1st day of April, 1992, by Melvin R. Alexander, who is personally known to me or who has produced Driver's License as identification and who did not take an oath.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/93
BONDED THRU GENERAL INS. UND.

Priscilla E. Risher
Print Name: Priscilla E. Risher
Notary Public
My commission expires:

Carmelo Diaz
Print Name
Carmelo Diaz
Print Name

Print Name:
Print Name:

4482 Weeping Willow Circle
Casselberry, FL 32707
As to Lot 112, Deer Run,
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 1st day of April, 1992, by Carmelo Diaz, who is personally known to me or who has produced Driver's License as identification and who did not take an oath.

Priscilla E. Risher
Print Name: Priscilla E. Risher
Notary Public
My commission expires: 12/31/93
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/93
BONDED THRU GENERAL INS. UND.

Michael J. Temmel
Print Name
Michael J. Temmel
Print Name

Print Name:
Print Name:

4172 Leafy Glade Pl
Casselberry, FL 32707
As to Lot 69, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 17 day of Sept, 1992, by Michael J. Temmel, who is personally known to me or who has produced Driver's License as identification and who did not take an oath.

John Risher
Print Name: John Risher
Notary Public
My commission expires: 12/31/93
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/93
BONDED THRU GENERAL INS. UND.

2602 0553

Janet Spencer
Print Name: Janet Spencer
Janet Spencer
Print Name: Janet Spencer

4176 Leafy Glade Pl
Casselberry, FL 32707

Print Name: SEMINOLE CO. FL

Print Name: _____

As to Lot 35, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 11 day of Sep, 1992, by Gene Spencer, who is personally known to me or who has produced DRIVER LICENSE as identification and who did not take an oath.

Print Name: John Brindley
Notary Public
My commission expires _____

Josephine H. Thompson
Print Name: Josephine H. Thompson

Print Name: _____

4177 Leafy Glade Pl
Casselberry, FL 32707

Print Name: _____

Print Name: _____

As to Lot 68, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 11 day of Sep, 1992, by Josephine H. Thompson, who is personally known to me or who has produced DRIVER LICENSE as identification and who did not take an oath.

Print Name: John Brindley
Notary Public
My commission expires _____

Michael Frangillo
Print Name: Michael Frangillo
Michael Frangillo
Print Name: Michael Frangillo

4157 Leafy Glade Pl
Casselberry, FL 32707

Print Name: _____

Print Name: _____

As to Lot 72, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 11 day of Sep, 1992, by Michael Frangillo, who is personally known to me or who has produced DRIVER LICENSE as identification and who did not take an oath.

Print Name: John Brindley
Notary Public
My commission expires _____

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: DEC. 29, 1994
DO NOTED THESE NOTARY PUBLIC CERTIFICATIONS

2502 0554

Robert A. Wagner
Print Name: Robert A. Wagner
Cathy A. Wagner
Print Name: Cathy A. Wagner

Print Name: SEMINOLE CO. FL
Print Name: _____

4160 Leafy Glade Pl
Casselberry, FL 32707

As to Lot 61, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 19th day of September, 1992, by Robert A. Wagner and Cathy A. Wagner, who is personally known to me or who has produced Florida Driver License as identification and who did not take an oath.



Cathy A. Wagner
Print Name: Cathy A. Wagner
Notary Public
My commission expires: _____

Print Name: _____

Print Name: _____

4181 Leafy Glade Pl
Casselberry, FL 32707

Debra L. Hamlin
Print Name: Debra L. Hamlin
Michael S. Hamlin
Print Name: Michael S. Hamlin

As to Lot 67, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 19th day of September, 1992, by Michael S. Hamlin and Debra L. Hamlin, who is personally known to me or who has produced Florida Driver License as identification and who did not take an oath.



Cathy A. Wagner
Print Name: Cathy A. Wagner
Notary Public
My commission expires: _____

Print Name: _____

Print Name: _____

4161 Leafy Glade Pl
Casselberry, FL 32707

James H. Brace
Print Name: James H. Brace
Print Name: _____

As to Lot 71, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 20th day of September, 1992, by James H. Brace, who is personally known to me or who has produced Florida Driver License as identification and who did not take an oath.

Cathy A. Wagner
Print Name: Cathy A. Wagner
Notary Public
My commission expires: _____



2602 0555

Thomas E. Powell
Print Name

Print Name: SEMINOLE CO. FL.

Print Name

Print Name:

4461 Weeping Willow Cir. As to Lot 136, Deer Run
Cassiberry, FL 32707 Unit 12B

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 8-26-92
day of September, 1992, by THOMAS E. POWELL
or who has produced D/C, who is personally known to me
as identification and who did not take an oath.

John Mathis
Print Name: John Mathis
Notary Public
My commission expires: NOV 28 1995
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC. 28, 1995
SIGNED THIS 26TH DAY OF SEPTEMBER 1992

Alexander B. Waddell
Print Name
Alexander B. Waddell
Print Name
Alexander B. Waddell
Print Name

Print Name:

Print Name:

4411 Weeping Willow Cir. As to Lot 133, Deer Run
Cassiberry, FL 32707 Unit 12B

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 9th
day of October, 1992, by Alexander B. Waddell
or who has produced D/C, who is personally known to me
as identification and who did not take an oath.

Priscilla E. Kinkadee
Print Name: Priscilla E. Kinkadee
Notary Public
My commission expires: NOV 28 1995
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC. 28, 1995
SIGNED THIS 9TH DAY OF OCTOBER 1992

Patricia H. Haney
Print Name
Patricia H. Haney
Print Name

Print Name:

Print Name:

4398 Weeping Willow Cir. As to Lot 91, Deer Run
Cassiberry, FL 32707 Unit 12B

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 31st
day of October, 1992, by PATRICIA H. HANEY
or who has produced D/C, who is personally known to me
as identification and who did not take an oath.

John Mathis
Print Name: John Mathis
Notary Public
My commission expires: NOV 28 1995
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC. 28, 1995
SIGNED THIS 31ST DAY OF OCTOBER 1992

2602 0556

Ezzat M. Faragalla
Print Name
Elizabeth S. Faragalla
Print Name
ELIZABETH FARAGALLA
Print Name

Print Name: SEMINOLE CO. FL.
Print Name:

4469 Weeping Willow Cir.
Casselberry, FL 32707
As to Lot 138, Dear Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 31
day of Oct, 1992, by EZZAT M. + ELIZABETH FARAGALLA
or who has produced _____, who is personally known to me
as identification and
who did not take an oath.

4493 Weeping Willow Cir.
Casselberry, FL 32707

Print Name: John J. Howard
Notary Public
My commission expires DEC 25, 1992
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 25, 1992
SHOULD THIS NOTARY PUBLIC OVERSIGHT

Mary Palmarini
Print Name
MARY PALMARINI
Print Name

Print Name:

Print Name:

As to Lot 144, Dear Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 31
day of Oct, 1992, by ENALIA + MARY PALMARINI
or who has produced _____, who is personally known to me
as identification and
who did not take an oath.

Print Name: John J. Howard
Notary Public
My commission expires DEC 25, 1992
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 25, 1992
SHOULD THIS NOTARY PUBLIC OVERSIGHT

John J. Howard
Print Name
JEANNE G. HOWARD
Print Name
JEANNE G. HOWARD
Print Name

Print Name:

Print Name:

As to Lot 96, Dear Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 31
day of Oct, 1992, by JAMES R. + JEANNE G. HOWARD
or who has produced _____, who is personally known to me
as identification and
who did not take an oath.

Print Name: John J. Howard
Notary Public
My commission expires DEC 25, 1992
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 25, 1992
SHOULD THIS NOTARY PUBLIC OVERSIGHT

2602 0557

Jeffrey A. Kaley
Print Name: JEFFREY A. KALEY

Print Name: SEMINOLE CO. FL.

Print Name: 4375 Weeping Willow Cir.
Casselberry, FL 32707

Print Name: _____
As to Lot 124, Deer Run
Unit 120

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 31
day of Oct, 1992, by JEFFREY A. KALEY
or who has produced D/K, who is personally known to me
as identification and who did not take an oath.

Print Name: John P. [Signature]
Notary Public
My commission expires DEC 31, 1993
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 31, 1993
SIGNED THIS NOTARY PUBLIC OFFICE

Vivian E. Alonso Gomez
Print Name: VIVIAN E. ALONSO Gomez

Print Name: _____

Print Name: 4453 Weeping Willow Cir.
Casselberry, FL 32707

Print Name: _____
As to Lot 134, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 31
day of Oct, 1992, by VIVIAN E. ALONSO Gomez
or who has produced _____, who is personally known to me
as identification and who did not take an oath.

Print Name: John P. [Signature]
Notary Public
My commission expires DEC 31, 1993
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 31, 1993
SIGNED THIS NOTARY PUBLIC OFFICE

David R. Ricker Jr.
Print Name: David R. Ricker Jr.
Priscilla E. Ricker
Print Name: Priscilla E. Ricker

Print Name: _____

Print Name: _____

4478 Weeping Willow Cir.
Casselberry, FL 32707

As to Lot 111, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 31
day of Oct, 1992, by David R. + Priscilla E. Ricker
or who has produced _____, who is personally known to me
as identification and who did not take an oath.

Print Name: John P. [Signature]
Notary Public
My commission expires DEC 31, 1993
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 31, 1993
SIGNED THIS NOTARY PUBLIC OFFICE

2602 0556

John H. Jackson
Print Name
Pamela A. Jackson
Print Name

Print Name: SEMINOLE CO. FL.

Print Name: _____

422 Weeping Willow Cir.
Casselberry, FL 32707

As to Lot 97, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 13
day of Oct, 1992, by John H. Jackson, Pamela A. Jackson
on who has produced _____, who is personally known to me
as identification and
who did not take an oath.

Print Name: John H. Jackson
Notary Public
My commission expires: 11/01/93

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: 11/01/93
BORN: 11/01/93

Grayson B. Garvin
Print Name

Print Name: _____

Print Name
4394 Weeping Willow Cir.
Casselberry, FL 32707

Print Name: Grayson B. Garvin

As to Lot 90, Deer Run
Unit 12 _____

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 7
day of Oct, 1992, by Grayson B. Garvin
or who has produced _____, who is personally known to me
as identification and
who did not take an oath.

Print Name: Grayson B. Garvin
Notary Public
My commission expires: 11/01/93

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: 11/01/93
BORN: 11/01/93

David B. Anderson
Print Name

Print Name: _____

Print Name
4378 Weeping Willow Cir.
Casselberry, FL 32707

Print Name: _____

As to Lot 26, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 31
day of Oct, 1992, by David B. Anderson
or who has produced _____, who is personally known to me
as identification and
who did not take an oath.

Print Name: David B. Anderson
Notary Public
My commission expires: 11/01/93

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: 11/01/93
BORN: 11/01/93

2502 0559

SEMINOLE CO. FL.

Herald Sheen
Print Name
Margaret Sheen
Print Name

4506 Weeping Willow Cir.
Casselberry, FL 32707

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 23
day of Oct, 1992, by Harold + Margaret S
or who has produced _____, who is personally known to me
as identified _____
who did not take an oath.

Print Name: _____

Print Name: _____

As to Lot 118, Deer Run
Unit 12 B

Print Name: _____
Notary Public
My commission expires _____

Lisa Gassman
Print Name
Eric Gassman
Print Name

4416 Weeping Willow Cir.
Casselberry, FL 32707

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 31
day of Oct, 1992, by ERIC D + LISA D. GASSMAN
or who has produced _____, who is personally known to me
as identified _____
who did not take an oath.

Print Name: _____

Print Name: _____

As to Lot 98, Deer Run
Unit 12 B

Print Name: _____
Notary Public
My commission expires _____

Ralph C. Patton
Print Name
Alice M. Patton
Print Name

4514 Weeping Willow Cir.
Casselberry, FL 32707

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 31
day of Oct, 1992, by Ralph C + Alice M. Patton
or who has produced _____, who is personally known to me
as identified _____
who did not take an oath.

Print Name: _____

Print Name: _____

As to Lot 120, Deer Run
Unit 12 B

Print Name: _____
Notary Public
My commission expires _____

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES DEC. 31, 1992
BEFORE THIS NOTARY PUBLIC UNDERWRITING

2502 0560

Adolph Moskwa
Print Name

Print Name: SEMINOLE CO. FL.

Adolph Moskwa
Print Name

Print Name: _____

4446 Weeping Willow Cir.
Casselberry, FL 32707

As to Lot 103, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 10th
day of October, 1992, by Adolph + Lydia Moskwa
or who has produced _____, who is personally known to me
or who did not take an oath. _____ as identification and

John Martin
Print Name: _____
Notary Public
My commission expires _____
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES OCT. 25, 2000
BONDED THRU GENERAL ONE LINE

John Martin
Print Name
Elizabeth M. Martin
Print Name
ELIZABETH M. MARTIN
Print Name

Print Name: _____

Print Name: _____

4444 Weeping Willow Cir.
Casselberry, FL 32707

As to Lot 95, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 30th
day of Oct, 1992, by John + Elizabeth M. Martin
or who has produced _____, who is personally known to me
or who did not take an oath. _____ as identification and

Priscilla E. Richter
Print Name: _____
Notary Public
My commission expires _____
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 2, 2000
BONDED THRU GENERAL ONE LINE

Richard L. Robinson
Print Name
Richard L. Robinson
Print Name
Wyllatta Robinson
Print Name

Print Name: _____

Print Name: _____

4465 Weeping Willow Cir.
Casselberry, FL 32707

As to Lot 137, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 31st
day of Oct, 1992, by Richard + Wyllatta Robinson
or who has produced _____, who is personally known to me
or who did not take an oath. _____ as identification and

Priscilla E. Richter
Print Name: _____
Notary Public
My commission expires _____
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV. 20, 1995
BONDED THRU GENERAL ONE LINE

2602 0561

Sherie K. Barga
Print Name: Sherie K. Barga

Print Name: SEMINOLE CO. FL.

Print Name: _____

Print Name: _____

4379 Weeping Willow Cir.
Casselberry, FL 32707

As to Lot 125, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 26th day of October, 1992, by Sherie K. Barga, who is personally known to me or who has produced _____ as identification, and who did not take an oath.

Print Name: Priscilla E. Kahan
Notary Public

My commission expires: _____

William McWhight
Print Name: Doreen McWhight

Print Name: _____

Print Name: _____

Print Name: _____

4189 Weeping Willow Cir
Casselberry, FL 32707

As to Lot 143, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 31st day of Oct, 1992, by William S. + Doreen McWhight, who is personally known to me or who has produced D/Z as identification, and who did not take an oath.

Print Name: John M. Martin
Notary Public

My commission expires: _____
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES DEC. 31, 1995
ISSUED THIS NOTARY PUBLIC INFORMATION

Miriam M. Aponte
Print Name: Miriam M. Aponte

Print Name: _____

Print Name: _____

Print Name: _____

4518 Weeping Willow Cir
Casselberry, FL 32707

As to Lot 121, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 31st day of Oct, 1992, by Miriam M. Aponte, who is personally known to me or who has produced D/Z as identification, and who did not take an oath.

Print Name: John M. Martin
Notary Public

My commission expires: _____
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES DEC. 31, 1995
ISSUED THIS NOTARY PUBLIC INFORMATION

2602 0562

David P. Kalinski
Print Name: David P. Kalinski
Kathleen L. Campbell
Print Name: Kathleen L. Campbell
4522 Weeping Willow Cir.
Casselberry, FL 32707
STATE OF FLORIDA
COUNTY OF SEMINOLE

Print Name: SEMINOLE CO. FL
Print Name: _____
As to Lot 122, Deer Run
Unit 12 B

The foregoing instrument was acknowledged before me this 31
day of Oct, 1992, by David P. Kalinski, Kathleen Campbell
or who has produced D/L, who is personally known to me
who did not take an oath. as identification and

Priscilla E. Risher
Print Name: Priscilla E. Risher
Notary Public
My commission expires: 12-31-93
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: DEC. 31, 1993
BONDED THRU GENERAL REG. 1002

Maureen P. Faller
Print Name: Maureen P. Faller
Maureen P. Faller
Print Name: MAUREEN P. FALLER
4502 Weeping Willow Cir
Casselberry, FL 32707
STATE OF FLORIDA
COUNTY OF SEMINOLE

Print Name: _____
Print Name: _____
As to Lot 117, Deer Run
Unit 12 B

The foregoing instrument was acknowledged before me this 31
day of Oct, 1992, by Maureen P. Faller
or who has produced D/L, who is personally known to me
who did not take an oath. as identification and

Priscilla E. Risher
Print Name: Priscilla E. Risher
Notary Public
My commission expires: 12-31-93
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: DEC. 31, 1993
BONDED THRU GENERAL REG. 1002

Kathleen D. Breiter
Print Name: Kathleen D. Breiter
Thomas H. Breiter
Print Name: THOMAS H. BREITER
4370 Weeping Willow Cir
Casselberry, FL 32707
STATE OF FLORIDA
COUNTY OF SEMINOLE

Print Name: _____
Print Name: _____
As to Lot 348, Deer Run
Unit 12 B

The foregoing instrument was acknowledged before me this 31
day of Oct, 1992, by Thomas H. Breiter, Kathleen D. Breiter
or who has produced D/L, who is personally known to me
who did not take an oath. as identification and

John Breiter
Print Name: John Breiter
Notary Public
My commission expires: 12-31-93
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: DEC. 31, 1993
BONDED THRU NOTARY PUBLIC UNDERWRITERS

"Two Lots"

2602 0563

Frank Franchi
Print Name: FRANK FRANCHI
Endorse D. Bens
Print Name: Endorse D. Bens

Print Name: SEMINOLE CO. FL

Print Name: _____

4454 Weeping Willow Cir
Casselberry, FL 32707
STATE OF FLORIDA
COUNTY OF Seminole

As to Lot 145, Deer Run
Unit 12 B

The foregoing instrument was acknowledged before me this 31
day of Oct, 1992, by FRANK FRANCHI - ENDORSE D. BENS
or who has produced _____, who is personally known to me
who did not take an oath. _____ as identification and

Print Name: [Signature]
Notary Public
My commission expires: 11/10/93

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES DEC. 25, 1993
BONDED THREE THOUSAND DOLLARS UNDER WRITERS

Print Name: _____

Print Name: _____

As to Lot 104, Deer Run
Unit 12 B

Marion Prokop
Print Name: MARION PROKOP
X Michael Prokop
Print Name: Michael Prokop

4150 Weeping Willow Cir.
Casselberry, FL 32707
STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 31
day of Oct, 1992, by MICHAEL & MARION PROKOP
or who has produced [Signature], who is personally known to me
who did not take an oath. _____ as identification and

Print Name: [Signature]
Notary Public
My commission expires: 11/10/93

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES DEC. 25, 1993
BONDED THREE THOUSAND DOLLARS UNDER WRITERS

Print Name: _____

Print Name: _____

As to Lot 140, Deer Run
Unit 12 B

Kathy L. Masters
Print Name: KATHY L. MASTERS

Print Name: _____
4477 Weeping Willow Cir
Casselberry, FL 32707
STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 31
day of Oct, 1992, by KATHY L. MASTERS
or who has produced _____, who is personally known to me
who did not take an oath. _____ as identification and

Print Name: [Signature]
Notary Public
My commission expires: 11/10/93

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES DEC. 25, 1993
BONDED THREE THOUSAND DOLLARS UNDER WRITERS

2602 0564

Cynthia A. Fitcher
Print Name
CYNTHIA A. FITCHER
Print Name

4399 Weeping Willow Cir
Casselberry, FL 32707
STATE OF FLORIDA
COUNTY OF Seminole

Print Name: SEMINOLE CO. FL.

Print Name: _____

As to Lot 130, Deer Run
Unit 12B

The foregoing instrument was acknowledged before me on this 02 day of Oct, 1992, by GREGORY D. + CYNTHIA A. FITCHER, who is personally known to me or who has produced _____ as identification and who did not take an oath.

[Signature]
Print Name: _____
Notary Public
My commission expires: DEC 28, 1992
NOTARY PUBLIC STATE OF FLORIDA
BORNED TRUE NOTARY PUBLIC

Anthony Rendel
Print Name
Anthony Rendel
Print Name
Anthony RENDEL
Print Name

4410 Weeping Willow Cir
Casselberry, FL 32707
STATE OF FLORIDA
COUNTY OF Seminole

Print Name: _____

Print Name: _____

As to Lot 94, Deer Run
Unit 12B

The foregoing instrument was acknowledged before me this 31 day of Oct, 1992, by Anthony Rendel + Katherine Rendel, who is personally known to me or who has produced _____ as identification and who did not take an oath.

[Signature]
Print Name: _____
Notary Public
My commission expires: DEC 28, 1992
NOTARY PUBLIC STATE OF FLORIDA
BORNED TRUE NOTARY PUBLIC

Kathleen Curtis
Print Name
KATHLEEN CURTIS
Print Name

Print Name
4481 Weeping Willow Cir.
Casselberry, FL 32707
STATE OF FLORIDA
COUNTY OF Seminole

Print Name: _____

Print Name: _____

As to Lot 141, Deer Run
Unit 12B

The foregoing instrument was acknowledged before me this 2nd day of November, 1992, by Kathleen Curtis, who is personally known to me or who has produced _____ as identification and who did not take an oath.

[Signature]
Print Name: Kathleen E. Curtis
Notary Public
My commission expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: 21 Nov 1993
BORNED TRUE GENERAL REG. 1992

2602 0565

Rolando Avila
Print Name
Rebecca Avila
Print Name

Print Name: SEMINOLE CO. FL.

Print Name:

4383 Weeping Willow Cir
Casselberry, FL 32707
As to Lot 26, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 31
day of Oct, 1992, by Avila + Rebecca Rolando,
or who has produced _____, who is personally known to me
as identification and _____ as identification and
who did not take an oath.

Print Name: John Martin
Notary Public
My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: DEC. 28, 1995
BORN: _____

Earline Pasmore
Print Name

Print Name:

Print Name
4382 Weeping Willow Cir
Casselberry, FL 32707
STATE OF FLORIDA
COUNTY OF SEMINOLE

Print Name: John Martin
As to Lot 37, Deer Run
Unit 12 B
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: DEC. 28, 1995
BORN: _____

The foregoing instrument was acknowledged before me this 31
day of Oct, 1992, by EARLINE E. PASMORE,
or who has produced _____, who is personally known to me
as identification and _____ as identification and
who did not take an oath.

Print Name: John Martin
Notary Public
My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: DEC. 28, 1995
BORN: _____

Ana Crauthamel
Print Name
Ana Crauthamel
Print Name

Print Name:

4434 Weeping Willow Cir
Casselberry, FL 32707
STATE OF FLORIDA
COUNTY OF SEMINOLE

Print Name:

As to Lot 100, Deer Run
Unit 12 B

The foregoing instrument was acknowledged before me this 31
day of Oct, 1992, by Tony V. + Ana M. Crauthamel,
or who has produced _____, who is personally known to me
as identification and _____ as identification and
who did not take an oath.

Print Name: John Martin
Notary Public
My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: DEC. 28, 1995
BORN: _____

2502 0566

Diana M. Muller

Print Name
Diana Muller

Print Name

44PS Weeping Willow Cir
Castellberry, FL 32707

STATE OF FLORIDA
COUNTY OF Seminole

Print Name: SEMINOLE CO. FL

Print Name:

As to Lot 142, Deer Run
Unit 12 B

The foregoing instrument was acknowledged before me this 2nd
day of November, 1992, by Diana Muller
or who has produced the driver's license as identification and
who did not take an oath.

Print Name: Priscilla E. Kiefer
Notary Public

My commission expires 12/31/95
MY COMMISSION EXPIRES 12/31/95
BONDED THIS GENERAL REG. 12/31/95

Joyce Garner
Joyce Garner

Print Name

Billy W. Garner
Billy W. Garner

Print Name

4371 Weeping Willow Cir
Castellberry, FL 32707

STATE OF FLORIDA
COUNTY OF Seminole

Print Name:

Print Name:

As to Lot 123, Deer Run
Unit 12 B

The foregoing instrument was acknowledged before me this 2nd
day of November, 1992, by Joyce + Billy W. Garner
or who has produced the personally known to me as identification and
who did not take an oath.

Print Name: Priscilla E. Kiefer
Notary Public

My commission expires 12/31/95
MY COMMISSION EXPIRES 12/31/95
BONDED THIS GENERAL REG. 12/31/95

Harold G. All Jr.
Harold G. Abraham, Jr.

Print Name

Brenda Lee Abraham
Brenda Lee Abraham

Print Name

4510 Weeping Willow Cir
Castellberry, FL 32707

STATE OF FLORIDA
COUNTY OF Seminole

Print Name:

Print Name:

As to Lot 119, Deer Run
Unit 12 B

The foregoing instrument was acknowledged before me this 2nd
day of November, 1992, by Harold + Brenda Abraham
or who has produced the driver's license as identification and
who did not take an oath.

Print Name: Priscilla E. Kiefer
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/95
BONDED THIS GENERAL REG. 12/31/95

2602 0567

Marie Nash
MARIE NASH
Print Name

Print Name: SEMINOLE CO. FL.

Print Name

Print Name:

4466 Weeping Willow Cir
Casselberry, FL 32707
As to Lot 108, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 2nd
day of November, 1992, by Marie Nash, who is personally known to me
or who has produced Sta. Drivers License as identification and
who did not take an oath.

Priscilla E. Ricker
Print Name: Priscilla E. Ricker
Notary Public
My commission expires

Belinda Gay Ross
Print Name

Belinda Gay Ross
Print Name:

Belinda Gay Ross
Print Name
4458 Weeping Willow Cir
Casselberry, FL 32707

Belinda Gay Ross
Print Name:
As to Lot 106, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 2nd
day of November, 1992, by Belinda & Richard Ross, who is personally known to me
or who has produced Sta. Drivers License as identification and
who did not take an oath.

Priscilla E. Ricker
Print Name: Priscilla E. Ricker
Notary Public
My commission expires

Fred & Linda Habans
Print Name
Fred & Linda Habans
Print Name
4438 Weeping Willow Cir
Casselberry, FL 32707

Print Name:

Print Name:

As to Lot 101, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 2nd
day of November, 1992, by Fred & Linda Habans, who is personally known to me
or who has produced Sta. Drivers License as identification and
who did not take an oath.

Priscilla E. Ricker
Print Name: Priscilla E. Ricker
Notary Public
My commission expires

2602 0568

Patricia Schoenewe

Patricia M. Schoenewe
Print Name

Marc Schoenewe
Print Name

4450 Weeping Willow Cir
Casselberry, FL 32707

STATE OF FLORIDA
COUNTY OF Seville

Print Name: SEMINOLE CO. FL

Print Name: _____

As to Lot 99, Deer Run
Unit 12 B

The foregoing instrument was acknowledged before me this 2nd
day of November, 1992, by Patricia + Marc Schoenewe
who is personally known to me
or who has produced His driver license as identification and
who did not take an oath.

Priscilla E. Kuder
Print Name: Priscilla E. Kuder
Notary Public
My commission expires 12/31/93
BONDED WITH CAPITAL DE 1200

x Jubilee Chan
Print Name

Print Name: _____

Print Name
4407 Weeping Willow Cir
Casselberry, FL 32707

Print Name: _____

As to Lot 132, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seville

The foregoing instrument was acknowledged before me this 2nd
day of November, 1992, by Jubilee Chan
who is personally known to me
or who has produced His driver license as identification and
who did not take an oath.

Priscilla E. Kuder
Print Name: Priscilla E. Kuder
Notary Public
My commission expires 12/31/93
BONDED WITH CAPITAL DE 1200

x Francine Lavoie
Print Name

Print Name: _____

Print Name
4855 Weeping Willow Cir
Casselberry, FL 32707

Print Name: _____

As to Lot 129, Deer Run
Unit 12 B

STATE OF FLORIDA
COUNTY OF Seville

The foregoing instrument was acknowledged before me this 2nd
day of November, 1992, by Francine Lavoie
who is personally known to me
or who has produced His driver license as identification and
who did not take an oath.

Priscilla E. Kuder
Print Name: Priscilla E. Kuder
Notary Public
My commission expires 12/31/93
BONDED WITH CAPITAL DE 1200

2602 0569

MICHA BIDDERS
Print Name: MICHA BIDDERS
MICHA BIDDERS
Print Name: MICHA BIDDERS

4442 Weeping Willow Cir
Casselberry, FL 32707

STATE OF FLORIDA
COUNTY OF Seminole

Print Name: SEMINOLE CO. FL

Print Name: _____

As to Lot 102, Deer Run
Unit 12B

The foregoing instrument was acknowledged before me this 2nd
day of November, 1992, by Brian + Alicia Bidders
or who has produced _____, who is personally known to me
as identification and _____
who did not take an oath.

Priscilla E. Richter
Print Name: PRISCILLA E. RICHTER
Notary Public
My commission expires _____
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV. 26, 1996
BONDED THREE THOUSAND DOLLARS

Philip L. Davis
Print Name: Philip L. Davis
Pauline Davis
Print Name: Pauline Davis

4457 Weeping Willow Cir
Casselberry, FL 32707

STATE OF FLORIDA
COUNTY OF Seminole

Print Name: _____

Print Name: _____

As to Lot 135, Deer Run
Unit 12B

The foregoing instrument was acknowledged before me this 5th
day of Nov, 1992, by Philip & Pauline Davis
or who has produced _____, who is personally known to me
as identification and _____
who did not take an oath.

Priscilla E. Richter
Print Name: PRISCILLA E. RICHTER
Notary Public
My commission expires _____
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV. 26, 1996
BONDED THREE THOUSAND DOLLARS

Shirley M. Thompson
Print Name: Shirley M. Thompson
Stacey O. Thompson
Print Name: Stacey O. Thompson

4486 Weeping Willow Cir
Casselberry, FL 32707

STATE OF FLORIDA
COUNTY OF Seminole

Print Name: _____

Print Name: _____

As to Lot 113, Deer Run
Unit 12B

The foregoing instrument was acknowledged before me this 5th
day of Nov, 1992, by Shirley M. Thompson
or who has produced _____, who is personally known to me
as identification and _____
who did not take an oath.

Priscilla E. Richter
Print Name: PRISCILLA E. RICHTER
Notary Public
My commission expires _____
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV. 26, 1996
BONDED THREE THOUSAND DOLLARS

2602 0570

Diana K Browne
DIANA K BROWNE
Print Name
David M Browne
DAVID M BROWNE
Print Name

Print Name: SEMINOLE CO FL.

Print Name:

4462 Weeping Willow Cir
Casselberry, FL 32707
As to Lot 107, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 7th
day of Nov, 1992, by Diana K. + David M Browne
who is personally known to me
or who has produced the driver's license as identification and
who did not take an oath.

Travis E. Hester
Print Name: Travis E. Hester
Notary Public
My commission expires NOV 21 1995
BONDED THRU GENERAL INS. UND.

Don Peterson
DON PETERSON
Print Name
Pat Peterson
PAT PETERSON
Print Name

Print Name:

Print Name:

4403 Weeping Willow Cir
Casselberry, FL 32707

As to Lot 131, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 7th
day of Nov, 1992, by Don + Pat Peterson
who is personally known to me
or who has produced the driver's license as identification and
who did not take an oath.

Travis E. Hester
Print Name: Travis E. Hester
Notary Public
My commission expires NOV 21 1995
BONDED THRU GENERAL INS. UND.

Myrna Lema
MYRNA LEMA
Print Name

Print Name:

Print Name:

Print Name
4494 Weeping Willow Cir
Casselberry, FL 32707

As to Lot 115, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 7th
day of Nov, 1992, by Myrna Lema
who is personally known to me
or who has produced the driver's license as identification and
who did not take an oath.

Travis E. Hester
Print Name: Travis E. Hester
Notary Public
My commission expires NOV 21 1995
BONDED THRU GENERAL INS. UND.

2602 0571

Leah N. Caldwell
Print Name

Print Name: SEMINOLE CO. FL.

Print Name

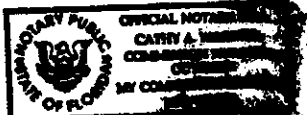
4113 Lady Glade Pl
Casselberry, FL 32707

Print Name:

As to Lot 83, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 25th
day of September, 1992, by Leah N. Caldwell, who is personally known to me
or who has produced _____ as identification and
who did not take an oath.



Cathy A. Miller
Print Name: _____
Notary Public
My commission expires:

Loren D. Miller-Nabb
Print Name
Bert A. Nabb
Print Name

Print Name:

Print Name:

4470 Weeping Willow Cir
Casselberry, FL 32707

As to Lot 109, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 31st
day of October, 1992, by Loren D. Miller-Nabb & Bert A. Nabb, who is personally known to me
or who has produced Id. Miller-Nabb as identification and
who did not take an oath.

Priscilla E. Ricketts
Print Name: _____
Notary Public
My commission expires: _____

James E. Darnell
Print Name
James S. Darnell
Print Name

Print Name:

Print Name:

4387 Weeping Willow Circle
Casselberry, FL 32707

As to Lot 127, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 31st
day of October, 1992, by James E. & James S. Darnell, who is personally known to me
or who has produced D/E as identification and
who did not take an oath.

John R. Ricketts
Print Name: _____
Notary Public
My commission expires: 11/03

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: DEC. 23, 1994
BONDED THRU NOTARY PUBLIC SUPERVISORS

2602 0573

Steve Perry
Print Name
Lena Perry
Print Name

Print Name: SEMINOLE CO. FL.

Print Name: _____

4137 Leafy Glade Pl
Casselberry, FL 32707

As to Lot 77, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 20th
day of September, 1992, by Steve H. Perry and
Lena Perry, who is personally known to me
or who has produced Florida Driver License as identification and
who did not take an oath.



Cathy A. Wagner
Print Name: Cathy A. Wagner
Notary Public
My commission expires: _____

Andrew J. Earth
Print Name
Barbara K. Earth
Print Name

Print Name: _____

Print Name: _____

4153 Leafy Glade Pl
Casselberry, FL 32707

As to Lot 73, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 20th
day of September, 1992, by Andrew J. Earth
Karen Earth, who is personally known to me
or who has produced Florida Driver License as identification and
who did not take an oath.



Cathy A. Wagner
Print Name: Cathy A. Wagner
Notary Public
My commission expires: _____

Paula M. Phillips
Print Name
Paula M. Phillips
Print Name

Print Name: _____

Print Name: _____

Print Name
4117 Leafy Glade Pl
Casselberry, FL 32707

As to Lot 82, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 25th
day of September, 1992, by Paula M. Phillips
Paula M. Phillips, who is personally known to me
or who has produced Florida Driver License as identification and
who did not take an oath.



Cathy A. Wagner
Print Name: Cathy A. Wagner
Notary Public
My commission expires: _____

2602 0574

Gina S. Edwards
Print Name: Gina S. Edwards
Glen Edwards
Print Name: Glen Edwards

Print Name: SEMINOLE CO. FL.

Print Name: _____

As to Lot 93, Deer Run
Unit 12B

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this Nov day of Nov, 1992, by Gina S. Edwards + Glen Edwards, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Print Name: John J. [Signature]
Notary Public
My commission expires _____
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES _____
BORN _____

Print Name: _____

Print Name: _____

As to Lot 88, Deer Run
Unit 12B

Robert Yarnitz
Print Name: Robert Yarnitz
Marilyn B. Yarnitz
Print Name: Marilyn Yarnitz
4386 Weeping Willow Cir
Casselberry, FL 32707
STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this Nov day of Nov, 1992, by Marilyn Yarnitz or who has produced Robert Yarnitz as identification and who did not take an oath.

Print Name: Theresa E. [Signature]
Notary Public
My commission expires _____
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES _____
BORN _____

Print Name: _____

Print Name: _____

As to Lot _____, Deer Run
Unit 12_____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1992, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Print Name: _____
Notary Public
My commission expires: _____

2602 0575

~~terms, conditions, covenants and restrictions of the Declaration,~~
~~have executed these presents.~~

SEMINOLE CO. FL

Signed, sealed and delivered by:

K. Trachtman
FRANK TRACHTMAN
Print Name

Print Name: _____

Arlene Trachtman
Arlene Trachtman
Print Name

Print Name: _____

4402 Weeping Willow Circle
Casselberry, FL 32707
STATE OF FLORIDA
COUNTY OF Seminole

As to Lot 92, Deer Run
Unit 128

The foregoing instrument was acknowledged before me this 30
day of NOVEMBER, 1992, by Frank Trachtman + Arlene Trachtman
who is personally known to me
or who has produced drivers license as identification and
who did not take an oath.

Kim C. Chesire
Print Name: Kim C. Chesire
Notary Public
My commission expires _____

Notary Public, State of Florida
My Commission Expires Sept. 22, 1994
Signed and sealed _____



OFFICIAL RECORDS
BOOK PAGE

2602 0576

SEMINOLE CO. FL.

EXHIBIT "A"

All of DEER RUN UNIT 12B, according to the plat thereof
as recorded in Plat Book 37, Page 82, Public Records of Seminole
County, Florida.

437545

1993 JUN 30 AM 8:01

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Randolph J. Rush, Esq.
Winderweedle, Haines, Ward
& Woodman, P.A.
P.O. Box 880
Winter Park, Florida 32790-0880

OFFICIAL RECORDS
BOOK PAGE
2507 0986
SEMINOLE CO. FL.

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions was recorded in Official Records Book 1862, Page 1795, Public Records of Seminole County, Florida (said Declaration, as subsequently amended, being hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration, as amended, does subject the property described on Exhibit "A" attached hereto (the "Property") to the terms, conditions, covenants and restrictions of the Declaration; and

WHEREAS, pursuant to Section 3 of Article VII of the Declaration, as amended, by the affirmative vote of ninety percent (90%) of the Lot Owners at the annual meeting of the Association on February 2, 1993, the Declaration was amended as follows:

1. The following subparagraphs are hereby added to Section 10 of Article VI of the Declaration:

(c) No chain link fence shall be installed or constructed upon any Lot for any reason.

(d) No fence or wall of any kind may be installed or constructed in that portion of any Lot lying between the front wall of the residence constructed upon the Lot and the street in front of the residence, or in that portion of the side yards of any Lot within ten (10) feet of whichever of the following is farthest from the street in front of the Lot upon which the fence is to be constructed: (1) the front corner of the walls of the residence constructed upon said Lot or (2) the front corner of the walls of the residence constructed upon the Lot immediately contiguous to the side yard in which the fence is to be constructed.

The provisions of subsections (c) and (d) of this Section 10 shall not be construed as eliminating the requirements of Article V of this Declaration regarding the obtaining of prior approval of the Board of Directors of the Homeowners Association regarding the construction of a fence upon a Lot which does not violate the terms of said subsections (c) and (d).

2. The following is hereby added to Section 11 of Article VI of the Declaration:

Owners of pets are responsible for the behavior and actions of their pets, and shall keep all pets under control (either by keeping the pets on a leash or by voice command) at all times while the pets are outside a residence or fenced enclosure. Pet owners shall also remove their pet's waste from any Lot owned by other than the owner of the pet.

3. The following sections are hereby added to Article VI of the Declaration:

Section 27. Exterior Antennas.

No satellite dishes or antennas shall be installed or erected upon any Lot or any residence upon any Lot until the location of such satellite dish or antenna has been approved by the Board of Directors of the Association or the architectural control committee of the Board of Directors; provided, however, that no satellite dish or antennas larger than twenty-four (24) inches in diameter or more than twenty-four (24) inches in height shall be installed or erected upon any Lot or any residence upon any Lot.

Section 28. Sports Equipment.

Lot Owners shall maintain in good condition at all times all basketball backboard structures erected or installed upon a Lot, including but not limited to maintaining the pole supporting such structure, the backboard, the hoop, and the net.

Section 29. Restrictions on Use of Common Area.

(a) No Lot Owner shall place, position, or leave any article upon any Common Area for the purpose of selling such article.

(b) No vehicles shall be parked upon any Common Area without the prior written approval of the Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned, as the Secretary of Fox Ridge at Deer Run Homeowners Association, Inc., hereby certifies pursuant to Section 3 of Article VII of the Declaration that the above described amendments to the Declaration were approved by the affirmative vote of ninety percent (90%) of the Lot Owners present in person or by proxy at the annual meeting of the Association on February 2, 1993.

Alexander B. Waddell
Alexander B. Waddell
Secretary

4111 Weeping Willow Cir
Gainesville, FL 32607

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18th day of June, 1993, by Alexander B. Waddell, as Secretary of FOX RIDGE AT DEER RUN HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation, who is personally known to me ~~or who produced~~ as identification and did not take an oath.



Randolph J. Rush
Name printed: Randolph J. Rush
Notary Public
My commission expires: 9-13-93

OFFICIAL RECORDS
BOOK PAGE
2507 0987
SEMIHOLE CO. FL.

EXHIBIT "A"

Lots 84 through 144, inclusive, DEER RUN UNIT
12B, according to the plat thereof as recorded
in Plat Book 37, Page 82, Public Records of
Seminole County, Florida.

OFFICIAL RECORDS
2007 PAGE
0007 0908
SEMINOLE CO. FL.

FOX RIDGE
@
DEER RUN
3187/1301

THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, is made and entered into by and among the undersigned Lot Owners of that certain real property described as:

DEER RUN UNIT 12-B, as per Plat thereof recorded in Plat Book 37, Page 82, Public Records of Seminole County, Florida (the "Property").

WHEREAS, the Property is subject to that certain Declaration of Covenants, Conditions and Restrictions dated March 18, 1987 and recorded June 29, 1987 in Official Records Book 1862, Pages 1795-1813, Public Records of Seminole County, Florida (the "Declaration"), as amended by that certain Amendment to Declaration of Covenants, Conditions, and Restrictions recorded June 18, 1993 in Official Records Book 2602, Page 0548, Public Records of Seminole County, and re-recorded January 6, 1994 in Official Records Book 2709, Page 0922, Public Records of Seminole County; and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions recorded June 30, 1993 in Official Records Book 2607, Page 0986, Public Records of Seminole County; and,

WHEREAS, pursuant to Article VII Section 3 of the Declaration, as amended, by the affirmative vote of not less than ninety percent (90%) of the Lot Owners at the annual meeting of the Homeowners Association on January 13, 1997, the Declaration was amended as follows:

1. The last sentence of Section 9(a) of Article VI is hereby deleted and there is substituted therefor the following:

Trees, shrubs, vines, plants and grass which die shall be promptly removed and replaced.

2. Article VI is hereby amended by adding the following Sections 30 and 31:

Section 30. No Outside Vehicle Repairs or Maintenance.

All repairs and maintenance of any type of vehicle shall be performed entirely within the confines of the garage portion of the residence on each Lot. No repairs or maintenance of any type of vehicle shall be performed in the driveway or yard of any Lot or upon any street within the Properties.

Section 31. No Playground Equipment in Front or Side Yards.

No swings, slides, climbing facilities, or other playground type equipment (excluding a basketball backboard and hoop) shall be erected or maintained in the side or front yards of any Lot.

3. Article VII is hereby amended by adding the following Section 6:

"Section 6. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner for failure of the Owner, his family members, guests, invitees, tenants or employees to comply with any covenant, restriction, rule or regulation, contained herein or promulgated pursuant to this Declaration, provided the following procedures are adhered to:

(a) Notice. The Homeowners Association shall

notify the Owner in writing delivered by hand or by regular United States Mail of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner may present reasons why penalty(ies) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given to the Owner. Notice shall be deemed given when hand delivered or three (3) days after mailing.

(b) Hearing. The alleged noncompliance shall be presented at the special meeting of the Board of Directors to a committee of at least three (3) Members appointed by the Board who are not officers, directors, or employees of the Homeowners Association, or the spouse, parent, child, or sibling of an officer, director, or employee of the Homeowners Association. At the same meeting, the Owner sought to be fined or suspended may present reasons why the proposed penalty should not be imposed. If the committee does not approve, by a majority vote, a proposed fine or suspension of Common Area use rights, it may not be imposed. The decision of the committee shall be submitted to the Owner in writing not later than twenty-one (21) days after the Board of Directors' meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Penalties. If approved pursuant to subsection (b) above, the Board of Directors may impose extraordinary assessments against the Lot and/or Dwelling Unit owned by the Owner in any amount allowed by law.


(d) Payment of Penalties. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

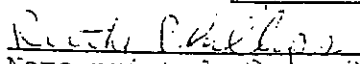
(e) Collection of Fines. Fines shall be treated as an extraordinary assessment otherwise due to the Homeowners Association and may be collected in the manner as described herein for collection of assessments.

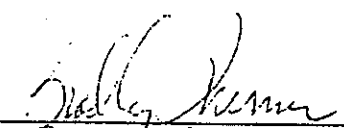
(f) Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Nonexclusive remedy. The provision for fines in this Article shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Homeowners Association may be otherwise legally entitled."

IN WITNESS WHEREOF, the undersigned, as Secretary of Fox Ridge at Deer Run Homeowners Association, Inc., hereby certifies pursuant to Section 3 of Article VII of the Declaration that the above described amendments to the Declaration were approved by the affirmative vote of ninety percent (90%) of the Lot Owners present in person or by proxy at the annual meeting of the Association on January 13, 1997.


Name printed: MYLENA BANNISTER


Name printed: Ruth Phillips


Beverly Tucker
Secretary
Address: 4474 Weeping Willow Circle
Orlando, FL 32707

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this
17th day of January, 1997, by Bradley E. Turner
as Secretary of Fox Ridge at Deer Run Homeowners Association,
Inc., who is personally known to me or produced
as identification.

William K. Rudloff
Notary Public
Print Name: William K. Rudloff
My Commission Expires:

w:\wpfiles\rjr\nf\3d-amd.12b




OFFICIAL RECORDS
BOOK
3187 1303
SEMINOLE CO. FL

PREPARED BY:

Randolph J. Rush, Esq.
Winderweedle, Haines, Ward & Woodman, P.A.
P. O. Box 880
Winter Park, FL 32790-0880

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of FOX RIDGE AT DEER RUN HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on January 15, 1993, as shown by the records of this office.

The document number of this corporation is N93000000348.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eighteenth day of August, 2005



CR2EO22 (2-03)

Glenda E. Hood

Glenda E. Hood
Secretary of State

ARTICLES OF INCORPORATION
OF
FOX RIDGE AT DEER RUN HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, 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 RIDGE AT DEER RUN HOMEOWNERS ASSOCIATION, INC.
hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 950 South Winter Park Drive, Suite 325, Casselberry, Florida 32707.

ARTICLE III

Thomas H. Breiter, whose address is 950 South Winter Park Drive, Suite 325, Casselberry, Florida 32707, is hereby appointed initial registered agent of this Association.

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 for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described on Exhibit A attached hereto and to promote the health, safety and welfare of the residents within the above-described property and any 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 the Clerk of the Circuit Court,

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 and personal property in connection with the affairs of the Association;

(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, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(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 of 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

All Owners 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.

ARTICLE VII

BOARD OF DIRECTORS

The Board of Directors shall consist 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 set forth on Exhibit B attached hereto.

At the initial meeting of the members of the Association, the members shall elect the members of the Board of Directors for staggered terms, one for a term of four (4) years, one for a term of three (3) years, one for a term of two (2) years, one for a term of one (1) year, and the President of the Association who shall be a member of the Board of Directors and shall serve for a

term of one (1) year. At each annual meeting thereafter the members shall elect a new Director for the term of each Director whose term is then expiring. No member of the Board of Directors shall serve on the Board for more than four (4) consecutive years.

The President of the Association shall also serve as Chairman of the Board of Directors. No person shall serve as President for more than four (4) consecutive years.

The By-Laws of the Association shall be adopted by the Board of Directors.

ARTICLE VIII

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 other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

OFFICERS

The affairs of the Association shall be managed by the President, Vice President, Secretary, and Treasurer. These officers shall serve for a term of one year. The names of the officers who are to serve until the first election or appointment are:

President

Thomas H. Breiter
4370 Weeping Willow Circle
Casselberry, Florida 32707

Vice President

James E. Parnell
4385 Weeping Willow Circle
Casselberry, Florida 32707

Secretary

Alexander B. Waddell
4411 Weeping Willow Circle
Casselberry, Florida 32707

Treasurer

Priscilla Ricker
4478 Weeping Willow Circle
Casselberry, Florida 32707

ARTICLE XI

AMENDMENT

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership. Amendments may be proposed by any member of the Association.

ARTICLE XII

SUBSCRIPTION

The names and addresses of the subscribers hereto are as set forth on Exhibit C attached hereto.

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 28 day of Dec, 1992.

Thomas H. Greiter (SEAL)
THOMAS H. GREITER

James E. Parnell (SEAL)
JAMES E. PARNELL

Alexander B. Waddell (SEAL)
ALEXANDER B. WADDELL

Priscilla E. Ricker (SEAL)
PRISCILLA E. RICKER

Shirley MacKeeley (SEAL)
SHIRLEY MACKEELEY

STATE OF FLORIDA
COUNTY OF Sanford

BEFORE ME, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared Thomas H. Greiter, James E. Parnell, Alexander B. Waddell, Priscilla E. Ricker, Shirley MacKeeley known to me and known by me to be the persons who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed these Articles of Incorporation. They are personally known to me or produced

_____ as identification and
did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal, in the State and County aforesaid, this 28
day of Dec, 1992.

John Martin
JOHN MARTIN
Notary Public
My commission expires:

(NOTARIAL SEAL)

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: DEC. 29, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT "A"

Lots 84 through 144, inclusive, DEER RUN UNIT 12B, according to the plat thereof as recorded in Plat Book 37, Page 82, Public Records of Seminole County, Florida.

EXHIBIT "B"

Names and addresses of the five (5) initial members of the
Board of Directors:

Thomas H. Breiter
4370 Weeping Willow Circle
Casselberry, Florida 32707

James E. Parnell
4385 Weeping Willow Circle
Casselberry, Florida 32707

Shirley Mackerley
4498 Weeping Willow Circle
Casselberry, Florida 32707

Alexander B. Waddell
4411 Weeping Willow Circle
Casselberry, Florida 32707

Priscilla Ricker
4478 Weeping Willow Circle
Casselberry, Florida 32707

EXHIBIT "C"

Names and addresses of the five (5) subscribers to the
Articles of Incorporation attached hereto:

Thomas H. Breiter
4370 Weeping Willow Circle
Casselberry, Florida 32707

James E. Parnell
4385 Weeping Willow Circle
Casselberry, Florida 32707

Shirley Mackerley
4498 Weeping Willow Circle
Casselberry, Florida 32707

Alexander B. Waddell
4411 Weeping Willow Circle
Casselberry, Florida 32707

Priscilla Ricker
4478 Weeping Willow Circle
Casselberry, Florida 32707

BYLAWS FOR THE
FOX RIDGE AT DEER RUN HOMEOWNERS ASSOCIATION, INC.

CASSELBERRY, FLORIDA

PREAMBLE

This Homeowners Association shall be known as Fox Ridge at Deer Run Homeowners Association, Inc., a corporation not for profit. This Association's bylaws, rules and regulations shall be superseded by the Florida State laws governing corporations not for profit, and the "Declaration of Covenant, Conditions and Restrictions" recorded in said Public Records on behalf of this Association.

DEFINITIONS

1. ASSOCIATION shall mean and refer to Fox Ridge at Deer Run Homeowners Association, Inc.
2. PROPERTIES shall mean and refer to that certain real property described in said Declaration of Covenant, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
3. COMMON AREA shall mean all real property owned by the Association for the common use and enjoyment of the Owners.
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.
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 part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

6. MEMBER shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

7. QUORUM shall be 20% of the Members present or by proxy unless otherwise stated.

ARTICLE I - MEETINGS

1. This Association shall hold at least one annual meeting each year as prescribed by law. It shall be held in the month of January each year at a time and place as set by the presiding President. The primary purpose of this meeting is to fill the expiring terms of the Officers and the Board of Directors. This meeting, however, may not be limited only to this primary purpose. The review of the affairs of the Association as well as new business may be addressed at this meeting. It shall also be determined at this meeting if any other regular meeting should be held in the coming year.

2. A special meeting may be called from time to time by a petition of at least 20% of the Members or by the Board of Directors to bring up specific needs. The meeting shall be limited in scope and purpose to the "specific needs", and no other business shall be brought up or acted upon at this time.

3. The Secretary shall give notice to all Members of regular meetings or of special meetings either by mail or by hand delivery. Said notice shall be delivered no less than 14 days nor more than 45 days prior to date of the scheduled meeting contained in the notice.

4. The Board of Directors shall meet at least once every other month starting in February of each year. They may meet more often if they deem it necessary.

ARTICLE II - ORDER OF BUSINESS

AGENDA - MEMBERSHIP MEETING

(Date)

1. Calling of roll and certifying of proxies.
2. Proof of notice of meeting or waiver of notice.
3. Reading and disposal of any unapproved minutes.
4. Reports of Officers.
5. Reports of Committees
 - a. Recreational Committee if any
 - b. Audit Committee
 - c. By-laws Committee
 - d. Report of Designated Representative
6. Election of Inspectors of election.
7. Election of President and Directors.
 - a. Report of Nominating Committee
 - b. Nominations from the floor
 - c. Introduction and remarks of nominees
 - d. Adoption of resolution for number of Directors
 - e. Voting by secret ballot

8. Unfinished business
 - a. Consideration of budget committee and recommendations
 - b. Adoption of budget
9. New business
 - a. Consideration of amendments to by-laws
 - b. General discussion by members
10. Adjournment

AGENDA - BOARD MEETING

(Date)

1. Reading of minutes of previous meeting
2. Reports of standing committees
3. Reports of special committees
4. Special business
5. Unfinished business
6. New business
7. Adjournment

ARTICLE III - PROXIES

1. Absent Owners may participate and vote in membership meetings by proxy. Upon request made by Owners to the Board of Directors, a general proxy and/or a limited proxy will be sent them with the meeting notice.

ARTICLE IV - VOTING RIGHTS AND DESIGNATED VOTER

1. Each Lot is entitled to one (1) vote upon a resolution at the membership meetings.

2. A voting certificate shall be sent to the owners of each Lot for them to designate, constitute and appoint one person as their voting representative at the membership meetings. The voting certificate is to be filled out and returned to the Secretary on or before the first meeting they attend in order to vote. This certificate shall be valid until it is modified or revoked by the authority set forth in the voting certificate.

ARTICLE V - RULES OF PROCEDURES

1. Robert's Rules of Order shall be the procedure used at all membership meetings. This procedure, however, shall yield to the By-laws of the Association when provisions are inconsistent.

ARTICLE VI - ELECTION OF THE PRESIDENT
AND BOARD OF DIRECTORS

1. The Board of Directors shall consist of five (5) members. One 4 year member, one 3 year member, one 2 year member, one 1 year member and a President/Chairman. At the end of each year a new 4 year member shall be elected to serve. Each present member shall drop down one year with the present one year member leaving the Board at the time of election of the new 4 year Board member. An Association President will also be nominated along with the 4 year Board member at each annual membership meeting as the President's term shall be for 1 year.

2. A simple majority vote by secret ballot shall elect each Officer and President.

3. ~~No member may serve on the Board of Directors for more than four consecutive years.~~ See Bylaws Revision Attached 1/16/01

4. ~~An active President may not be elected to office for more than 4 consecutive years.~~ See Bylaws Revision Attached 1/16/01

5. The elected President shall automatically become Chairman of the Board. He/she may only vote at a Board Meeting in order to break a tie vote upon a given proposition before the Board.

ARTICLE VII - OFFICERS

1. The Board of Directors shall appoint all the Officers of the Association except for the President who shall be elected by the Association Members.

The Bylaws Revision Committee proposes changes and updates to the bylaws as follows:
OMIT #3 and #4 in Article VI (page 6). #3 "No member may serve on the Board of Directors for more than four consecutive years." #4 "An active President may not be elected to office for more than four consecutive years."
CHANGE #4 in Article VII (page 7) to read "The Board may hire for pay from time to time the services of a professional association management company. The Board may hire and pay from time to time a legal consultant who is outside the membership. Compensation for such legal service shall not exceed \$2500.00 for any one legal matter or problem without getting a 2/3 majority vote of all the Association members present at an Annual or Special Meeting permitting them to exceed this prescribed limit."

2. The Board appointed Officers of the Association shall be as follows: Vice President, Secretary, Treasurer and "Registered Agent and Office." Each Officer of the Association must devote enough time and effort to the performance of their duties that they are reasonably and faithfully carried out on behalf of the Association.
3. Any member of the Board of Directors or any Officer, elected or appointed, must be a Member of the Association in good standing and serve without financial compensation unless specified elsewhere in the by-laws. Also, they must avoid contact which will result in private or personal gain from their position and they must limit themselves to the scope of the duties assigned to them.
4. The Board of Directors may hire for pay from time to time a legal consultant who is outside the membership. Compensation for such legal service shall not exceed \$500.00 for any one legal matter or problem without getting a 2/3 majority vote of all the Association Members present at Annual or Special meeting permitting them to exceed this prescribed limit.
5. The Board of Directors may appoint other Officers and grant them duties and responsibilities that the Board feels are appropriate. Such Officers may include, but not be limited to, Assistant Secretary and additional Vice President.
6. An individual is eligible to hold more than one office in the Association at one time.
7. Officers of the Association serve at the pleasure of the Board of Directors. The removal of an Officer can be done with

or without cause when the Board feels it is in the best interest of the Association. Once a vacancy occurs, the Board of Directors may fill the vacant office immediately. If an Officer or an Agent is elected by the Association Members, that Officer or Agent can not be removed by the Board of Directors and must be removed by the membership.

8. Removal from office of any elected Officer or Board member shall be automatic upon termination of his or her membership in the Association.

9. Any Board member or any elected Officer is subject to recall or removal at any time, with or without cause. Upon successful completion of the procedural steps, removal shall be immediate and no further formal action may be taken on behalf of the Association by the Board member or elected Officer so removed.

10. Upon removal of a member of the Board or upon a Board member's death or resignation his/her successor shall be selected by the remaining Board members and the successor shall serve the unexpired term of his/her predecessor.

11. Failure of any Board member to attend three consecutive Board meetings without proper excuse shall be cause for his/her removal and the Board shall appoint his/her successor at the next Board meeting.

12. Upon removal of the President, or upon his/her resignation or death the Vice President shall serve as President for the unexpired term of his/her predecessor.

ARTICLE VIII - DUTIES

1. The fact that this Association is a corporation not for profit, or that the members of the Board and elected Officers are volunteers and unpaid, does not relieve them from the high standards of trust and responsibility that this fiduciary relationship requires. Board members or elected Officers will not be excused from improper action on the grounds of ignorance or inexperience, and liability of Board members or elected Officers for negligence and mismanagement exists in favor of the Association and the Owners. Each Board member or Officer must recognize the fiduciary relationship and the responsibilities that his/her office has to the Association.

2. Duties of Board of Directors:

2.1 A majority of the full Board of Directors constitutes a quorum and a majority vote of that quorum shall have the authority of the full Board on all matters, unless some extraordinary majority is required by the Association by-laws for a particular item of business.

2.2 Notice shall be given for each meeting of the Board of Directors or a waiver of notice shall be obtained. When used the notice of waiver shall become part of the records of the Association.

2.3 All meetings of the Board of Directors shall be open to the members of the Association. The Board shall adopt a system to advise the membership of where and when such meetings will be held.

2.4 Agenda and meeting procedures shall be established as set forth in Robert's Rules of Order latest addition.

2.5 The Board of Directors may take action upon a given subject without a meeting if an emergency exists and written consent is given by all the Board members. The written consent shall have the same effect as if an unanimous vote had been taken at a meeting.

2.6 A record and minutes of all the Board meetings must be kept in written form or in a form capable of being converted into written form in a reasonable time.

2.7 The Board of Directors shall have custody of all the official records of the Association and must insure that they are properly maintained and available for inspection by the membership.

2.8 It shall be the duty of the Board of Directors to enforce all the articles set forth in the Declaration of Covenant, Conditions and Restrictions.

2.9 While the budget does allow the Board of Directors to make expenditures within the limits set forth in the budget the Board does not have the authority to expenditures of more than \$200.00 beyond these limits without approval of a majority of the Members present at the Annual or Special meeting called for that purpose.

2.10 The Board of Directors does not have the authority to borrow funds in the name of the Association without prior approval of 2/3 majority of Members present at a meeting at which a proposal for this purpose was put before the membership. At least 14 days notice in writing shall be given the Members of the proposal prior to the meeting at which it is presented.

2.11 The Board of Directors shall adopt a format for a corporate seal. Upon adoption of the seal, it shall be turned over to the Secretary as custodian.

3. Duties of the President:

3.1 The President shall have all the powers generally given to the Chief Executive Officer of a corporation.

3.2 The President shall preside at all meetings of the Board of Directors and the membership.

3.3 He or she shall execute contracts, orders and other documents in the name of the Association as its Agent. When signing documents, the President shall indicate the capacity in which he/she is signing.

3.4 The President shall have the authority to appoint all committees as are necessary for the smooth running of the Association, as well as the authority to appoint the Chairman of such committees. The President has the authority to remove any committee member he appoints with or without cause if it is in the best interest of the Association.

3.5 The President assumes general charge of the day-to-day administration of the Association and has authority to authorize specific action in furtherance of the Board's policies.

3.6 The President has the authority to appoint certain Officers to assist in the duties of the office, such as Vote Teller, Inspectors of Elections, Sergeants at Arms and a temporary Secretary or Recorder.

3.7 The President does not have the authority to borrow funds in the name of the Association. He or she must follow procedures set forth for the Board of Directors.

4. Duties of the Secretary:

4.1 The Secretary is responsible for keeping and maintaining a record of all the meetings of the Board of Directors and the membership.

4.2 The Secretary shall be custodian of the minutes of the various meetings, the Association Charter, and all other documents of the Association. He/she shall make any of the documents available to any of the membership for inspection. If copies of documents are requested by any Member, all costs of producing said copies shall be borne by the Member requesting the copies.

4.3 The Secretary is in charge of giving all the required notices to both the Board and Association Members in accordance with the by-laws.

4.4 As custodian of the records, the Secretary shall be responsible for filing the annual government reports to maintain the active status of the Association.

4.5 The Secretary shall be custodian of the corporate seal and when executing an instrument on behalf of the Association, the seal must be used.

4.6 If the Secretary is unable to keep the minutes of any meetings, he/she shall be responsible for obtaining someone who will do so as a recorder or Assistant Secretary.

4.7 The Secretary shall be responsible for all communication between the Association and the Deer Run Property Owners Association #2. He/she shall see that the proper Officers shall receive said communication so that prompt action may be taken if necessary.

5. Duties of the Treasurer:

5.1 The Treasurer is custodian of the funds, securities and financial records of the Association. He or she shall be responsible to oversee that the financial records and reports are properly kept and maintained.

5.2 The Treasurer is responsible for coordinating the development of the proposed annual budget and for preparing and giving the annual financial report as to the status of the Association.

5.3 The Treasurer does not have authority to bind the Association or the Board of Directors in dealing with third parties unless the Board provides express authority to do so.

5.4 The Treasurer shall be responsible for insuring that the financial records of the Association have been maintained properly in accordance with good accounting practices.

5.5 The Treasurer shall cause the books of the Association be audited annually by a Certified Public Accountant or by a three (3) member Review Committee of the Association other than the Board of Directors. Said committee shall be appointed by the Board.

6. Duties of the Vice President

6.1 The Vice President is vested with all the powers which are required to perform the duties of the Association in the absence of the President. He/she shall, however, act for the President only in his/her absence or if the President is otherwise unable to act.

6.2 The Vice President may assume such additional duties as are defined by the Board of Directors.

7. Duties of the Registered Agent and Office

7.1 The Registered Agent is a ministerial office of the Association and it is an office that is required of all corporations by statute.

7.2 The Registered Agent receives all formal service of legal papers on behalf of the Association, including all lawsuits.

7.3 When any communications or documents are received, by the Registered Agent, they must be brought immediately to the attention of the Board of Directors

7.4 The address for the registered office of the Association must be a street address. A post office box is not acceptable.

7.5 The name of the Registered Agent and the street address of the registered office can be changed at any time by the Board of Directors by simply filing written notice with the appropriate government office.

7.6 The new Registered Agent must sign the change in designation, acknowledging and accepting the responsibility of the position.

8. Duties of Other Officers

8.1 The Board of Directors may appoint other Officers and grant them duties and responsibilities that the Board feels appropriate. Other Officers may include an Assistant Secretary, additional Vice Presidents and other positions which will serve merely as agents to carry out specific Association responsibilities.

8.2 The Board reserves the right to remove any Officer it appoints with or without cause if it is in the best interest of the Association.

ARTICLE IX - COMMITTEES

1. Nominating Committee

1.1 The President shall appoint a Nominating Committee each year whose function is to screen and recommend candidates for election to office as provided for in the by-laws.

1.2 The committee may recommend more than one candidate to fill a vacancy. When the committee report is presented to the membership meeting, the nominees are automatically placed into nomination without a second.

1.3 The Nominating Committee expires when its recommendations are presented to the membership.

1.4 The membership is not limited to candidates recommended by the committee and may make nominations from the floor. This nomination, however, must be seconded to be valid.

2. By-laws Committee

2.1 The President shall appoint a By-laws Committee each year whose function it is to review the existing By-laws of the Association and make recommendations for changes, additions or deletions to the adopted By-laws.

2.2 Such recommendations shall be in writing and be as explicit as possible.

2.3 The committee recommendations shall be given to the membership at least 14 days prior to the annual meeting of the Members.

2.4 A vote of 2/3 of all the recorded designated voters either present or by proxy at the annual membership meeting is required to amend the Association By-laws.

2.5 The By-laws Committee expires upon presentation of its recommendations to the membership.

2.6 Any member of the Association may recommend a change in the By-laws, however, it must be made in writing to the By-laws Committee for their consideration or sent to the Secretary in time to be included in the notice of the membership meeting where the recommendations may be voted on.

ADDITION

ARTICLE IX

4. Hearing Committee

4.1 The purpose of this committee is to act upon all fines imposed by the Board on any member or a member's tenant, guest or invitee.

4.2 The committee shall consist of 3 members appointed by the Board, who are not Officers, Directors, or employees of the Association, or are spouses, parents, child, brother, or sister of an Officer, Director or employee.

4.3 The committee shall be appointed annually with no limit on the term of its members.

4.4 If a fine is not approved by the committee it shall not be imposed.

4.5 The committee has the right to modify the fine, but may not exceed \$50.00 per violation.

4.6 The power of this committee does not apply to fines upon any member because of failure of the member to pay assessments or other charges when due if such action is authorized by the governing document.

4.7 The committee may not suspend the voting rights of a member.

ARTICLE X

3.4 To include committee appointees.

CHANGES

ARTICLE VIII

2.9 Change \$200.00 to \$1,000.00

3.4 In its entirety to read as follows:

The President shall have the authority to appoint all committees as are necessary for the smooth running of the Association except that the Hearing Committee shall be appointed by the Board. The President has the right to appoint all Chairman of committees except the Hearing Committee. The President has the authority to remove any committee member he appoints with or without cause if it is in the best interest of the Association.

ADDITION

ARTICLE VIII

2.12 (a) The Board of Directors has the right to impose a reasonable fine not to exceed \$50.00 per each violation against any member, or any tenant, guest, or invitee who violates the Declaration of Covenants.

2.12 (b) A fine may not be imposed without notice of at least 14 days to the person sought to be fined and he/she has an opportunity for a hearing before a "hearing committee" of at least 3 members appointed by the Board who are not Officers, Directors or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the committee does not approve the fine, it may not be imposed.

2.12 (c) The requirements of the sub section do not apply to the fines upon any member because of failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.

2.12 (d) The Board may not suspend the voting rights of a member.

2.12 (e) Fines shall be treated as extraordinary assessments and allocated at the direction of the Board.

5.6 The Treasurer shall be responsible for filing the necessary government tax forms when due and giving a copy of such filings to the Secretary for proper filing.

3. Welcoming Committee

3.1 The purpose of this committee is to keep track of the arrival of new members in the Association and see that they are welcomed by the Association.

3.2 The committee shall advise the Secretary of the arrival of new members.

3.3 The committee shall see that the new members have a copy of the Association's By-laws, as well as the Declaration of Covenant. The committee shall also see that the new home owner fills out the Voting Certificate and that it is turned into the Secretary.

3.4 This committee expires at the end of each fiscal year.

ARTICLE X - BUDGET, FINANCES AND INSURANCE

1. Budget

1.1 The proposed budget shall be given to the Secretary, in writing, by the Treasurer in time to be included with the notice to the annual meeting of the Members. A copy shall also be given to the Board of Directors at the same time.

1.2 The budget may be amended by the membership prior to its adoption by appropriate motion and vote.

1.3 The final budget for the coming year's expenses shall be approved by a simple majority vote of the quorum present or by proxy at the annual meeting. Once adopted the budget

may not be amended without a 2/3 vote in writing of all the voting representatives on the Association roster.

1.4 The Board of Directors have authority to assess the individual property owners for their share of the community's funding requirements. The assessment by the Board must be in compliance with the requirements set forth in the Declaration of Covenant, Conditions and Restrictions for the Association.

1.5 Assessments are payable and due upon written notice of the Board of Directors to the individual property owner or owners and shall be delinquent if not paid within 90 days after the notice is given.

1.6 The Board of Directors are required to place a lien against any property that is delinquent more than 90 days.

1.7 The property owner/owners are required to pay all attorney fees and court costs involved with the lien as well as costs included in the Declaration of Covenant, Conditions and Restrictions.

1.8 The lot owners also give up the right to vote on any matters that shall come before the membership for as long as the delinquency exists.

2. Fiscal Financial Report

2.1 The Board of Directors shall provide, by mail or personal delivery to all members; a complete financial report of the actual receipt and expenditures for the previous twelve month period. The report shall show the amount of

receipts by account classification, including a summary of all transactions which occurred in the reserve accounts of the Association.

2.2 To the extent possible, the Board of Directors shall plan to distribute the annual financial report as closely as possible to the distribution of the proposed budget for the coming year.

3. Insurance

3.1 Association casualty insurance shall be carried in an amount as determined by the Board of Directors.

3.2 Liability insurance shall be carried in an amount as determined by the Board of Directors.

3.3 It is required that all persons who control and disperse funds of the Association are to be bonded. The amount of the fidelity bond is to be determined by the Board of Directors and paid for by the Association.

3.4 The Association may carry "errors and omissions" insurance on each Officer and Director. The amount of coverage shall be determined by the Board of Directors and paid for by the Association.

ARTICLE XI - PROPERTY OWNERS ASSOCIATION #2, INC.

1. Since this Association is a member of Property Owners Association #2, Inc. and entitled to one vote, the Board of Directors is to appoint a "designated representative" from the Association to represent us at all Property Owners Association #2 meetings.

2. The designated representative shall have the power of attorney to represent the Association in all matters requiring voting at Property Owners Association #2's meetings.
3. The designated representative shall report back to our Board of Directors with reasonable dispatch on any matters that came before the meeting he/she attended including all actions taken or pending.
4. Our designated representative may serve on the Board of Directors of the Property Owners Association #2 if elected or appointed to do so, as well as be an Officer or committee member.
5. Our Association shall keep on file a copy of the up to date By-laws, Articles of Incorporation and Declaration of Covenant as well as all amendments to same pertaining to Property Owners Association #2. These documents shall be open to inspection by any member of our Association in good standing.
6. Our designated representative shall submit an annual report of the activities of Property Owners Association #2 to the membership at the annual meeting of the Association.
7. The designated representative shall serve for one year, but may be reappointed by the Board for a period of no more than 4 consecutive years.

ARTICLE XII - ARCHITECTURAL REVIEW PANEL

1. The Architectural Review Panel shall consist of three (3) members appointed by the Board of Directors.
2. Those members appointed shall carry out the duties contained in the Declaration of Covenants Article V and the Bylaws of the Association.
3. The appointees shall serve for one year unless reappointed. They may serve indefinitely if the Board so desires.
4. Architectural Review application forms shall be made up by the Board of Directors and made available to the membership through the Review Panel.
5. A copy of all applications shall be turned into the Secretary to be recorded and filed. Such copies shall contain the action taken by the Architectural Review Panel. The original application upon approval or disapproval shall be returned to the applicant.
6. The ruling of the Architectural Review Panel shall be binding on the Association as though the Board of Directors had made the ruling unless an appeal is made by the applicant to the Board of Directors.
7. If an applicant is dissatisfied with the ruling of the Architectural Review Panel they may appeal in writing directly to the Board of Directors within 60 days. The decision of the Board shall be final and no further action shall be taken. The Board of Directors must make a decision within 60 days after receiving the appeal or the ruling shall be reversed in favor of the applicant.

FOX RIDGE AT DEER RUN HOMEOWNERS ASSOCIATION, INC.

Fines or penalties for violations of the Declaration of Covenants, Conditions and Restrictions.

ARTICLE V

Architectural Control

Fine First offense \$10.00 for not applying for approval of the Panel first and must get approval before continuing.
Second offense \$20.00. Additional offense \$50.00 each.

ARTICLE VI

Unless otherwise noted, a warning ticket will be issued thirty (30) days before a fine is issued. If the violation is taken care of to the satisfaction of the Board during this time, no fine will be issued.

Section 1. General Prohibition

Fine \$50.00 each offense.

Section 2. Only Residential Purposes

Fine \$50.00 each offense.

Section 3. Single Family Residential Use

Fine \$50.00 each day of offense.

Section 4. Subdivision

Fine N/A

Section 6. Maintenance and Repair

Fine \$50.00 if repairs not started within 30 days, or completed within 90 days.

Section 8. No Temporary Buildings

Fine \$50.00 each offense.

Section 9. Ground Maintenance

- (a) Fine \$50.00 each offense.
- (b) Fine \$50.00 each offense.
- (c) Fine \$50.00 each offense.

Section 10. Fences, Walls, Hedges, Mass Planting of any type

(a) Fine \$50.00 each offense.

(b) Fine \$50.00 each offense.

Section 11. Animals, Birds and Fowl (See 2nd Amendment)

Loose Dogs: First offense is a warning ticket, each additional offense \$25.00.

Dog Waste: Failure to clean up your dog's waste in common areas or other private property \$5.00 each offense.

Other: Infraction of rest of Section 11 \$50.00 fine each offense.

Section 12. Laundry

Fine \$50.00 each offense.

Section 13. Exterior Light Fixture

Fine \$25.00 and have to comply with this section.

Section 14. Boats and Vehicle Storage

Fine \$50.00 each offense.

Section 15. Utility and Drainage Easement

Fine \$50.00 each offense.

Section 16. Excavation

Fine \$50.00 each offense.

Section 17. Signs

Fine \$50.00 each offense.

Section 18. Refuse

\$5.00 per day up to \$50.00 each offense.

Section 19. Nuisance

Fine \$50.00 each offense.

Section 20. Preservation of Slopes, Banks and Swales

Fine \$50.00 each offense.

Section 21. Wells

Fine \$50.00 each offense.

Section 22. Open Burning

- (a) Fine N/A (County fine prevails)
- (b) Fine N/A (County fine prevails)

Section 24. Swimming Pools

Fine \$50.00 improper enclosure.

Section 25. Preservation of Existing Trees

Fine \$50.00 each tree. (No warning ticket)

Section 27. Exterior Antennas

Fine \$50.00 each offense unless allowed by F.C.C. Law.

Section 28. Sports Equipment

Fine \$50.00 each offense.

Section 29. Use of Common Area

Fine \$50.00 each offense.

Section 30. Outside Vehicle Repair and Maintenance

Fine \$50.00 each offense.

Section 31. No Playground Equipment in Front or Side Yards

Fine \$50.00 each offense.