

ARTICLES OF INCORPORATION

Exhibit 6

OF

FOXWOOD COMMUNITY ASSOCIATION, INC.

In compliance with the requirements of Section 617.013, 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
NAME

The name of the corporation is Foxwood Community Association, Inc., hereafter called the "Association."

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is located at 17 South Magnolia Avenue, Orlando, Florida 32801.

ARTICLE III
REGISTERED AGENT

Richard R. Swann, whose address is 17 South Magnolia Avenue, Orlando, Florida 32801, is hereby appointed the 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 as:

See attached Schedule "A"

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 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 or 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 nonprofit 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

The Association shall have two classes of voting membership:

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

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

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1982.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of no more than nine (9) 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, which shall be three in number, are:

<u>NAME</u>	<u>ADDRESS</u>
Richard R. Swann, Secretary	17 South Magnolia Avenue Orlando, Florida 32801
Edward E. Haddock, Jr., Treasurer	17 South Magnolia Avenue Orlando, Florida 32801
Allan E. Keen, President	1001 Semoran Boulevard Altamonte Springs, Florida 32701

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

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, or, as described by Florida law. 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 nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

SUBSCRIBERS

The names and residences of the subscribers are:

<u>NAME</u>	<u>ADDRESS</u>
<u>Richard R. Swann</u>	<u>17 S. Magnolia Avenue</u> <u>Orlando, Florida 32801</u>
<u>Edward E. Haddock, Jr.</u>	<u>17 S. Magnolia Avenue</u> <u>Orlando, Florida 32801</u>
<u>Allan E. Keen</u>	<u>1001 Semoran Boulevard</u> <u>Altamonte Springs, Florida 32701</u>

ARTICLE XI

AMENDMENTS

Upon the vote of 25% of the membership, an amendment may be proposed to the Articles. However, any amendment to become effective shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XII

BY-LAWS

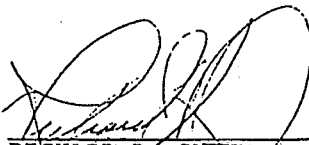
The By-Laws shall be made by the Board of Directors of the Association. The By-Laws shall be altered or rescinded by a majority of a quorum of members present, in person or by proxy, at a regular or special meeting of the members.


ARTICLE XIII


FHA/VA APPROVAL

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 17th day of April, 1978.

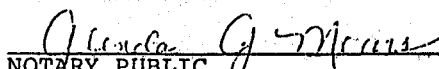

RICHARD R. SWANN


EDWARD E. HADDOCK, JR.


ALLAN E. KEEN


STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Articles of Incorporation was acknowledged
before me this 17th day of April, 1978 by
RICHARD R. SWANN.


NOTARY PUBLIC
My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Aug. 2, 1981
Bonded by American Ind. & Casualty Company


STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Articles of Incorporation was acknowledged
before me this 17th day of April, 1978 by
EDWARD E. HADDOCK, JR.


NOTARY PUBLIC
My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Aug. 2, 1981
Bonded by American Ind. & Casualty Company

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Articles of Incorporation was acknowledged
before me this 17th day of April, 1978, by
ALLAN E. KEEN.


NOTARY PUBLIC
My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Aug. 2, 1981
Bonded by American Ind. & Casualty Company

FOXWOOD, PHASE 1

Section 7, Township 21 South, Range 29 East

Seminole County, Fl

Beginning at the NE corner of the SW 1/4 of the NE 1/4 of Section 7, Township 21 South, Range 29 East, Seminole County, Florida run S89°02'14"E, along the North line of the SE 1/4 of the NE 1/4 of said Section 7 a distance of 16.50 feet; thence run S00°39'41"W parallel with the West line of said SE 1/4 of the NE 1/4 of Section 7, a distance of 1349.13 feet to the South line of said SE 1/4 of the NE 1/4; thence run N88°35'12"W along the South line of said SE 1/4 of the NE 1/4 and the South line of the SW 1/4 of the NE 1/4 of said Section 7 a distance of 356.37 feet; thence run S15°11'09"W, 162.83 feet; thence run Southwesterly along a curve concave to the Southeast having a radius of 947.00 feet, a central angle of 14°17'42", an arc distance of 236.27 feet; thence run S00°53'27"W, 873.57 feet; thence run southerly along a curve concave to the East having a radius of 1947.00 feet, a central angle of 00°39'04", an arc distance of 22.13 feet; thence run S00°14'23"W, 337.31 feet; thence run Southwesterly along a curve concave to the Northwest having a radius of 553.00 feet, a central angle of 34°00'40", an arc distance of 328.26 feet; thence run S34°15'03"W, 100.00 feet; thence run Southwesterly along a curve concave to the Southeast having a radius of 447.00 feet, a central angle of 27°33'03", an arc distance of 214.94 feet; thence run S06°42'00"W, 199.50 feet to the Northerly right-of-way line of State Road No. 436; thence run Northwesterly along said right-of-way line and a curve concave to the Northeast having a radius of 2796.93 feet, a central angle of 02°10'18", a chord bearing of N83°18'00"W, an arc distance of 106.01 feet; thence run N06°42'00"E, 199.50 feet; thence run Northeasterly along a curve concave to the Southeast having a radius of 553.00 feet, a central angle of 27°33'03", an arc distance of 265.91 feet; thence run N34°15'03"E, 100.00 feet; thence run Northeasterly along a curve concave to the Northwest having a radius of 447.00 feet, a central angle of 34°00'40", an arc distance of 265.34 feet; thence run N00°14'23"E, 337.31 feet; thence run Northerly along a curve concave to the East having a radius of 2053.00 feet, a central angle of 00°39'04", an arc distance of 23.33 feet; thence run N00°53'27"E, 394.15 feet; thence run N89°06'33"W, 804.27 feet to the West line of the NW 1/4 of the SE 1/4 of said Section 7; thence run N00°46'27"E, along said West line a distance of 880.00 feet to the NW corner of said NW 1/4 of the SE 1/4; thence run S88°35'12"E, along the North line of said NW 1/4 of the SE 1/4, a distance of 131.07 feet; thence run N45°00'47"E, 585.77 feet; thence run N44°59'13"W, 200.00 feet; thence run N45°00'47"E, 107.44 feet; thence run N28°20'10"W, 107.04 feet; thence run N33°47'43"W, 110.03 feet; thence run N42°27'22"W, 60.00 feet; thence run N47°32'38"E, 10.00 feet; thence run Northeasterly along a curve concave to the Southeast having radius of 205.00 feet, a central angle of 10°47'34", an arc distance of 38.62 feet; thence run N23°43'58"W, 100.77 feet; thence run N14°00'00"W, 202.17 feet, thence run N00°40'57"E, 157.52 feet to the North line of the SW 1/4 of the NE 1/4 of said Section 7; thence run S89°02'14"E, along said North line of the SW 1/4 of the NE 1/4 a distance of 1058.86 feet to the Point of Beginning.

Schedule "A"

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
FOXWOOD COMMUNITY ASSOCIATION, INC.

Pursuant to the provisions of Florida Statute 617.02, and in accord with Article XI of the Articles of Incorporation of Foxwood Community Association, Inc., dated April 17, 1978, the undersigned corporation hereby adopts the following Articles of Amendment to the Articles of Incorporation:

1. Article XII of the original Articles of Incorporation, which presently reads as follows, to-wit:

Article XII - By-Laws.

The By-Laws shall be made by the Board of Directors of the Association. The By-Laws shall be altered or rescinded by a majority of a quorum of members present, in person or by proxy, at a regular or special meeting of the members.

is hereby deleted in its entirety, and in its place, stead, and in lieu thereof is inserted a new Article XII, which reads as follows, to-wit:

Article XII - By-Laws.

The By-Laws shall be made by the Board of Directors of the Association. The By-Laws shall be altered or rescinded by majority of a quorum of members present, in person or by proxy, at a regular or special meeting of the members, except, that the FHA or the VA shall have the right to veto amendments to the By-Laws while there is Class B membership.

2. The following Article XIV shall be added to the Articles of Incorporation:

Article XIV - Initial Officers.

The names and addresses of those persons who are to act as officers of the corporation until the election of their successors and their terms of office are:

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FILA
SEAL-SECRET-FOUNDA

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Allan E. Keen	President	17 S. Magnolia Ave. Orlando, FL 32801
Richard R. Swann	Secretary	17 S. Magnolia Ave. Orlando, FL 32801
Edward E. Haddock, Jr.	Treasurer	17 S. Magnolia Ave. Orlando, FL 32801

The above-named officers are to serve until the first election of officers which shall take place at the first meeting of the Board of Directors and annually thereafter, following each annual meeting of the members.

3. The legal description to that certain real property located in Seminole County, Florida, as described in Schedule "A" of Article IV of the original Articles of Incorporation is hereby expanded to include the additional real property described in the attached Schedules "B" and "C."

4. In all other respects, the existing Articles of Incorporation shall remain unchanged.

DATED this 8th day of February, 1979.

Signed, sealed and delivered in the presence of:

FOXWOOD COMMUNITY ASSOCIATION, INC.

By Allan E. Keen
Allan E. Keen, President

Attest: Richard R. Swann
Richard R. Swann, Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ALLAN E. KEEN, the President and RICHARD R. SWANN, the Secretary of FOXWOOD COMMUNITY ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 8th day of February, 1979.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 12/31/80
BORN 11/10/41 IN FLORIDA

Commence at the Northeast corner of the SW 1/4 of the NE 1/4, of said Section 7; thence N.89°02'14"W., along the North line of said SW 1/4 of the NE 1/4, said Section 7, for 1855.86 feet to the Northwest corner of the plat of "Foxwood Phase 1", as recorded in Plat Book 21, Pages 53, 54 and 55 of the Public Records of Seminole County, Florida; and the Point of Beginning of the hereinafter described parcel; thence continue N.89°02'14"W. along said North line for 264.24 feet to the Northeast corner of the SE 1/4 of the NW 1/4, said Section 7; thence N.88°18'08"W., along the North line of said SE 1/4 of the NW 1/4, said Section 7, for 641.94 feet; thence S.00°41'55"W., for 209.78 feet; thence S.89°18'05"E., for 170.00 feet; thence S.00°41'55"W., for 157.16 feet; thence S.15°57'04"E., for 72.09 feet; thence S.24°55'34"E., for 150.00 feet; thence S.29°00'43"E., for 70.95 feet; thence S.47°11'04"E., for 65.57 feet; thence S.63°47'15"E., for 65.00 feet; thence S.82°58'35"E., for 65.00 feet; thence N.76°38'23"E., for 89.97 feet; thence N.53°15'36"E., for 88.26 feet; thence S.36°45'31"E., for 288.32 feet; thence N.45°00'47"E., for 75.31 feet; thence N.53°23'37"E., for 140.15 feet; thence N.43°46'08"E., for 137.08 feet to a point on the Westerly boundary line of said plat of "Foxwood Phase 1"; thence along said Westerly boundary, along the following seven (7) courses: (1) N.33°47'43"W., for 110.03 feet; (2) N.42°27'22"W., for 60.00 feet; (3) N.47°32'38"E., for 10.00 feet to the point of curvature of a circular curve concave to the Southeast; (4) Northeasterly along the arc of said curve, having a radius of 205.00 feet and a central angle of 10°47'34" for 38.62 feet; (5) N.23°43'58"W., for 100.77 feet; (6) N.14°00'00"W. for 202.17 feet; (7) N.00°40'57"E., for 157.52 feet to the Point of Beginning.

Containing 13.34 acres, more or less.

of the Northwest 1/4, Section 7, Township 21 South, Range 24 East, Seminole County, Florida; being more particularly described as follows:

Commence at the Northwest corner of the plat of FOXWOOD PHASE I, as recorded in Plat Book 21, Pages 53, 54 and 55 of the Public Records of Seminole County, Florida; thence N.89°02'14"W. along the North line of said SW 1/4 of the NE 1/4 for 264.24 feet to the NE corner of said SE 1/4 of the NW 1/4; thence N.88°46'07"W. along the North line of said SE 1/4 of the NW 1/4 for 641.94 feet; thence S.00°41'55"W. for 209.78 feet to the Point of Beginning of the hereinafter described parcel; thence continue S.00°41'55"W. for 135.40 feet to the point of curvature of a circular curve concave Easterly; thence Southerly along the arc of said curve, having a radius of 380.00 feet and a central angle of 25°37'29", for 169.95 feet; thence S.65°04'26"W. for 110.00 feet; thence S.24°55'34"E. for 167.26 feet; thence S.19°05'40"E. for 106.99 feet; thence S.50°45'04"E. for 275.49 feet; thence S.08°35'36"W. for 109.75 feet; thence S.01°26'36"W. for 250.42 feet to the South line of the SE 1/4 of the NW 1/4, said Section 7; thence S.88°33'24"E. along said South line for 400.63 feet to the SE corner of said SE 1/4 of the NW 1/4, said corner also being a point on the Westerly boundary of FOXWOOD PHASE I, according to the plat thereof as recorded in Plat Book 21, Pages 53, 54 and 55 of the Public Records of Seminole County, Florida; thence S.88°35'12"E. along said Westerly boundary for 131.06 feet; thence N.45°00'47"E. along said Westerly boundary for 585.77 feet; thence N.44°59'13"W. along said Westerly boundary for 200.00 feet; thence N.45°00'47"E. along said Westerly boundary for 107.44 feet; thence N.28°20'10"W. along said Westerly boundary for 107.04 feet; thence along the following fourteen (14) courses; (1) S.43°46'08"W. for 137.08 feet; (2) S.53°23'37"W. for 140.15 feet; (3) S.45°00'47"W. for 75.31 feet; (4) N.39°45'38"W. for 288.32 feet; (5) S.53°15'36"W. for 88.26 feet; (6) S.76°38'23"W. for 89.97 feet; (7) N.82°58'35"W. for 65.00 feet; (8) N.63°47'15"W. for 65.00 feet; (9) N.47°11'04"W. for 65.57 feet; (10) N.29°00'43"W. for 70.95 feet; (11) N.24°55'34"W. for 150.00 feet; (12) N.15°57'04"W. for 72.09 feet; (13) N.00°41'55"E. for 157.16 feet; (14) N.89°18'05"W. for 170.00 feet to the Point of Beginning.

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BOOK PAGE
SEMINOLE COUNTY
FLORIDA

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FOXWOOD

Exhibit 1

THIS DECLARATION, made on the date hereinafter set forth by FOXWOOD DEVELOPMENT, LTD., a Florida limited partnership, hereinafter referred to as "Declarant."

W I T N E S S E T H:

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

SEE ATTACHED SCHEDULE "A"

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Foxwood Community Association, Inc., a Florida corporation not for profit, its successors and assigns,

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot (as hereinafter defined) which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean the recreation and greenbelt easements as shown on the Plat of Foxwood, Phase I, as described in Schedule "A" and, the real property comprising Tract A (as hereinafter defined), including the improvements on any of the following, owned by the Association, for the common use and enjoyment of the Owners. Tract A is defined as:

Tract A, Foxwood, Phase 1, according to the plat thereof, as recorded in Plat Book 21, Pages 54 + 55, Public Records of Seminole County, Florida.

The recreation and greenbelt easements are designated on the plat as "Greenbelt."

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Foxwood Development, Ltd., a Florida limited partnership, its successors and assigns.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an

Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

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

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of 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

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

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

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

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 January 1, 1982.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any annual and special assessments from time to time remaining unpaid, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a lien upon the Lot against which each such assessment is made, as provided in Section 8 of this Article. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first

Lot by the Declarant, the maximum annual assessment shall be \$96.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by the Declarant, the maximum annual assessment may be increased each year ~~not more than 3% above the maximum assessment for the previous year without a vote of the membership.~~

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

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

Section 4. Special Assessments for Capital Improvements.

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes

of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated

to pay the same, or foreclose the lien against the property. In either event, the non-paying owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefor, if the court shall so determine. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area for abandonment of his Lot. The lien for unpaid assessments shall attach to the respective Lot(s) only from the time of recording a notice of the same in the public records of Seminole County, Florida setting forth the Lot(s), Lot(s) owner(s), amount and assessment due date: Such notice shall be executed and acknowledged by a duly authorized officer, agent, or attorney of the Association. Unless such notice is rerecorded or lis pendens filed within one (1) year from recording of such notice, the lien shall lapse and be of no further force and effect whatsoever and the Lot(s) shall be exonerated from such charge and lien as reflected in the notice. However, the personal obligation shall remain and unless the Lot(s) have been conveyed to a new Owner, the lien will again become a charge against the Lot(s) upon the recording of a new notice. Any lien established hereunder shall be foreclosed in the same manner as a mortgage.

Section 9. 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 conveyance of title or any other 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.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Architectural Control. No building, landscaping, 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 and a landscape plan shall have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed by three (3) or more representatives appointed by the Board. Pending appointment by the Board, the three (3) members shall be Richard R. Swann, Edward E. Haddock, Jr. and Allan E. Keen. 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

ADDITIONAL STAGES

Section 1. Additions to the Properties. Additional land within the area described in Schedule "B" and Schedule "C", attached hereto and incorporated herein by reference, may be brought within the jurisdiction and control of the Association and, except as specifically hereinafter provided for, subject to all the terms of this Declaration as if part of the Property, provided such is done within six (6) years from the date this instrument is recorded and provided further that the FHA approves such action.

(a) The Declarant from time to time may, in its discretion, cause such additional lands to become subject to the Declaration; but, under no circumstances shall Declarant be

required to make such additions, and until such time as such additions are to be made to the Properties in the manner herein-after set forth, the Schedule "B" property or any other real property owned by the Declarant other than the Properties shall in no way be affected by or become subject to the Declaration.

(b) The real property to be added to the Properties and to become subject to the Declaration shall be developed and platted in such a manner to provide for the preservation of the values and amenities of the Properties with reasonable portions of said additional real property set aside for roads, open space, green belt areas and other common facilities as may be designated on such plats.

Section 2. Procedures for Additions to the Properties.

Such additions to the Properties may become subject to this Declaration by any one of the following procedures:

(a) Additions in Accordance with a General Plan of Development. The Declarant, his successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such additions are in accordance with a General Plan of Development. Such General Plan of Development shall show the proposed additions to the Properties and contain:

(1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of Common Properties proposed for each stage; (3) the general nature of proposed common facilities and improvements; and (4) a statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses. Unless otherwise stated therein, such General Plan shall not bind the Declarant, his successors and assigns, to make the proposed addition or to adhere to the Plan in any subsequent development of the land shown thereon and the General Plan shall contain a conspicuous statement to this effect.

(b) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties except as hereinafter provided.

Section 3. General Provisions Regarding Additions to the Property.

(a) The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property, except as hereinafter provided in Section 3 (d). Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration as such effect the properties described on Schedule "A".

(b) Regardless of which of the foregoing methods is used to add additional property to the terms and provisions of this Declaration, no addition shall revoke or diminish the

rights of the Owners of the Properties to the utilization of the Common Properties as established hereunder except to grant to the owners of the additions to the Properties being added the right to use the Common Properties, according to the terms and conditions as established hereunder, and the right to proportionately change voting rights and assessments, as hereinafter provided.

(c) Prior to the addition of any land to the development, the declarant shall submit detailed plans for the development of the land to be added to FHA for approval.

(d) Notwithstanding anything to the contrary contained in this Article VI or elsewhere in this Declaration, so long as U.S. Home Corporation, its successors or assigns, shall have an option to purchase or shall hold title to all or any part of the Schedule "B" property, such property may only be added to Properties pursuant to this Article VI at such time as the additional property being added has been platted as a subdivision and U.S. Home Corporation has consented to the recording of the Supplementary Declaration. As to any such Schedule "B" property, notwithstanding anything in this Article VI or elsewhere in this Declaration to the contrary, and such shall expressly be stated in the Supplementary Declaration recorded with respect thereto: (i) the provisions of Article V and Article VIII, Section 19, shall not apply to any subdivision, lot, or other portion of the Schedule "B" property so long as title is in U.S. Home Corporation or a successor developer; and (ii) U.S. Home Corporation shall have the right to impose on any subdivision lots to which it may hold title such additional restrictive covenants and conditions or modifications of those otherwise applicable under the Declaration and as FHA shall approve.

(e) Notwithstanding anything contained in this Article VI to the contrary, if, U.S. Home Corporation shall hereafter acquire title to any of the Schedule "B" property, then, as to such property, U.S. Home Corporation exclusively

and not the Declarant, shall have the right otherwise exercisable by the Declarant to add additional properties under the provisions of this Article VI. The right of U.S. Home Corporation to add additional properties pursuant to this provision may be exercised by it in its sole discretion, from time to time, without the consent of or approval by the association and its members.

ARTICLE VII

EXTERIOR MAINTENANCE

Section 1. Maintenance of Premises. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association and after a thirty (30) day notice by the Board of Directors to the Lot owner of the maintenance deficiencies and upon the approval of a two-thirds (2/3) vote of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel, to repair, maintain, and restore the Lot and the exterior buildings and any other improvements erected thereon. The entry of such Lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII

GENERAL RESTRICTIONS

Section 1. Use Restrictions. No Lot shall be used except for residential purposes, except that real estate brokers, owners and their agents may show dwellings for sale or lease; but nothing shall be done on any Lot which may become a nuisance or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot recognizes that the Declarant, his agents or designated assigns has the right to (i) use the Lots and houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii)

maintain furnished model homes on the Lots which are open for public inspection, seven days per week for such hours as are deemed necessary. The Declarant's rights under the preceding sentence shall terminate December 31, 1988, unless, prior thereto the Declarant has indicated its intentions to abandon such rights by recording a written instrument among the Public Records of Seminole County. It is the express intention of this paragraph that the rights granted to the Declarant to maintain sales offices, general business offices and furnished model homes shall not be restricted or limited to Declarant's sales activities relating to the subdivision, but shall benefit the Declarant in the construction, development and sale of such other property and Lots as Declarant may own.

Section 2. Garages. No carports shall be permitted and all garages shall be enclosed and shall be at least adequate to house two (2) standard sized American automobiles. All garage doors must be maintained in a useable condition. All vehicles must be totally enclosed and not visible from the street or road and no repairs, alterations or modifications shall be made to any vehicle except in a totally enclosed structure.

Section 3. ~~Temporary Structures~~ No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn or other such building shall be placed upon the Properties or additions to the Properties at any time; provided, however, that this prohibition shall not apply to shelters used by a contractor or Declarant, his successors or assigns, during construction and, further, these temporary shelters may not, at any time, be used as residences or permitted to remain on the Properties after completion of construction.

Section 4. Dwelling Size and Restrictions. No single-family residence shall be constructed on the Properties with a living area which is less than one thousand two hundred fifty (1,250) square feet, which living area shall have finished walls, ceiling and floor, shall be insulated and centrally heated. An

air conditioning system is optional; provided, however, that if this option is exercised, said air conditioning shall be by a central system. The floor space within the garage, a breezeway, a porch or an unfinished storage or utility room shall not be included within the living area for the purpose of determining the minimum allowable area.

Section 5. Animals. No animals, fowl or reptiles shall be kept on or in Lots, or on the Properties or additions to the Properties except for caged birds kept as pets and domestic dogs and cats; provided that such dogs and cats shall not be allowed off the premises of Owner's site except on a leash. In no event shall such pets be kept, bred or maintained for any commercial purposes.

Section 6. Condition of Building and Grounds. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such Lot which shall tend to substantially decrease the beauty of the community as a whole or the specific area. This restriction shall apply before, during and after construction.

Section 7. Signs. No signs shall be displayed with the exception of a maximum of one (1) "For Sale" sign upon each Lot, not exceeding 36" x 24". Notwithstanding anything to the contrary herein, the Declarant, its successors, agents or designated assigns, shall have the exclusive right to maintain signs of any type and size and for any purpose upon the Properties.

Section 8. Building Materials. Only finished materials such as brick, stucco, painted concrete block, painted siding block and wood shall be used for the exterior surfaces of buildings and structures on the side or sides exposed to the street.

Section 9. Service Yard. There shall be a structural enclosure of at least 36" in height, including a gate or door,

for the placement of all trash and garbage cans. All exterior pumps, motors, air conditioning compressors, storage tanks and other mechanical features shall be screened from view either by a decorative structure 36" in height or landscaping materials.

Section 10. Easements. The easements for installation and maintenance of utilities and drainage facilities and for Greenbelt and Recreational uses are reserved as shown on the plat recorded in the Public Records of Seminole County. Within these easements no structure, fence, or other material shall be placed or permitted to remain within the easements, except those improvements placed within the easements by action of the Association which would include, but are not limited to bikeways, sidewalks, or other such improvements. Notwithstanding the foregoing sentence, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through the drainage channels in the easement or which may interfere with the association facilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible and those grass areas over utility easements or those Common Areas to be maintained by the Association.

Section 11. Building Location: Single Family Dwelling.

(a) Front yards shall not be less than twenty-five (25) feet in depth measured from the front property line to the front of any building structure.

(b) Rear yards shall not be less than thirty (30) feet in depth measured from the rear property line to the

rear of any building structure, exclusive of pool or patio.

(c) Side yards shall be provided on each side of every dwelling structure of not less than seven and a half (7.5) feet from side Lot lines, except on a corner Lot, where setbacks from all streets or roads shall be a minimum of twenty (20) feet on any side of a dwelling facing a street or road.

Section 12. Offensive Activity. No noxious or offensive activity shall be carried on or upon the Properties or additions to the Properties nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall be no exterior clothes lines. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and, further, all domestic animals shall either be kept on a leash or kept within an enclosed area.

Section 13. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right to enter upon any residential Lot on which a residence has not been constructed, after thirty (30) days notice to the Lot Owner by the Association and the failure of the Lot owner to comply, and in order such entry may be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth which, in the opinion of the Association, detracts from the overall beauty, setting and safety of the Development. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this Section shall not

be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services

Section 14. Sewage. Prior to the occupancy of a residence on any Lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Declarant, or its assigns, or the entity Declarant contracts with for sewage disposal service to the Properties or to the additions to the Properties. No individual sewage disposal system shall be permitted.

Section 15. Trailers. No house or travel trailer, camper, boat trailer, boat, tent, barn or other similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently, except in a closed structure or garage. This provision shall not apply to any temporary construction trailer owned by a builder placed upon the Lot for the purpose of a temporary facility during the course of construction.

Section 16. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only with the main dwelling house, within the accessory building, within the screened area required herein, or buried underground.

Section 17. Water Wells. Prior to the occupancy of a residence on any Lot, proper and suitable provision shall be made for obtaining water by connection with the water mains of the Declarant, or its assigns, or the entity Declarant contracts with for the service of providing water to the Properties or to the additions to the Properties. No individual or private potable water wells may be drilled or maintained on any Lot; provided, however, that this restriction shall not deny the right of Owner to drill a well for the purpose of providing

the capability to water the lawns and shrubs on the Owner's Lot.

Section 18. Trees. No large trees measuring six inches (6") or more in diameter at the ground level may be removed from a Lot without the written approval of the Association, unless located within ten feet (10') of the main dwelling or accessory building or within ten feet (10') of the approved site for such building. Provided, however, this provision shall not apply to the Declarant, its successors and assigns in connection with land development or the construction of single family residential dwellings upon any of the Properties or additional Properties.

Section 19. Other Restrictions. The Architectural Control Committee shall have the authority, from time to time, to include within its promulgated Residential Planning Criteria other reasonable restrictions regarding such matters as prohibitions against window air conditioning units, for-sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutters easements, games and play structures, swimming pools, sight distance at intersections, utility connections, television antennas, driveway construction, and such other reasonable restrictions as it shall deem appropriate; provided, however, that such additional restrictions shall not be in conflict with other restrictions and easements provided in this Declaration. The foregoing matters are shown by way of illustration and shall not be deemed to limit in any way the authority of the Architectural Control Committee to promulgate and enforce such Residential Planning Criteria. Once the Architectural Control Committee promulgates certain restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Architectural Control Committee modifies, changes or promulgates new restrictions or the Board of Directors of the Association modifies or changes restrictions set forth by the Architectural Control Committee.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by an proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

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

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of The Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner or the Veterans Administration: Annexation of additional

properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Lighting District. Each Lot is subject to the power and authority of the street lighting taxing district now or hereafter created by Seminole County ordinance. If at any time hereafter Declarant, or its successors, request that a separate street lighting district be organized pursuant to Seminole County Ordinance, or as otherwise provided by law, comprised in whole or in part by the Lots, or any of them, all owners of such Lots, will, upon written request by the Declarant: (i) join in any petition to the Board of County Commissioners requesting the formation of a street lighting district; (ii) grant any easement rights which may be required, therefor, without the payment of any compensation; (iii) pay any assessments proposed upon their Lots by such street lighting districts; and (iv) join in any petition to annex contiguous property or other property to the street lighting district.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 16th day of April, 1978.

FOXWOOD DEVELOPMENT, LTD.,
a Florida Limited Partnership

BY: Allan E. Keen
ALLAN E. KEEN, General Partner

Signed, sealed in the presence of:

Anna M. Whitford

Frederic J. Meane


11661479

BOOK PAGE
SEMINOLE COUNTY
FLORIDA

STATE OF FLORIDA
COUNTY OF ORANGE

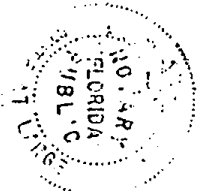
THIS IS TO CERTIFY, that on April 10, 1978 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared ALLAN E. KEEN, General Partner, of the above named partnership, to me known to be the individual described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions for Foxwood and severally acknowledged the execution thereof to be his free act and deed as such Person thereunto duly authorized; and that said Declaration of Covenants, Conditions and Restrictions is the act and deed of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.


NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 27, 1981
Bonded By American Fidelity & Casualty Company



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BOOK PAGE
SEMINOLE COUNTY
FLORIDA

FOXWOOD, PHASE I

Foxwood, Phase I according to the plat thereof, as
recorded in Plat Book 21, Pages 53, 54, 55, Public
Records of Seminole County, Florida.

SCHEDULE "A"

GENERAL PLAN OF DEVELOPMENT

The proposed additions to Foxwood, Phase I, shown in the diagram of Phases II and III on Schedule "C" attached to this Schedule "B", lie West and adjacent to Foxwood, Phase I.

Said proposed additions are more particularly described as:

The SE 1/4 of the NW 1/4 of Section 7, Township 21 South, Range 29 East, and the SW 1/4 of the NE 1/4 of Section 7, Township 21 South, Range 29 East (LESS Beginning at the NE corner of the SW 1/4 of the NE 1/4 of said Section 7, thence run S.00°39'41"W along the East line of said SW 1/4 for 1348.81 feet to the SE Corner of the SW 1/4 of the NE 1/4 of said Section 7; thence N.88°35'12"W along the South line of said SW 1/4 for 1190.44 feet; thence N.45°00'47"E for 585.77 feet; thence N.44°59'13"W for 200.00 feet; thence N.45°00'47"E for 107.44 feet; thence N.28°20'10"W for 107.04 feet; thence N.33°47'43"W for 110.03 feet; thence N.42°27'22"W for 60.00 feet; thence N.47°32'38"E for 10.00 feet to a point of curvature; thence Northeasterly along a curve concave to the Southeast having a radius of 205.00 feet, a central angle of 10°47'34", an arc distance of 38.62 feet; thence N.23°43'58"W for 100.77 feet; thence N.14°00'00"W for 202.17 feet; thence N.00°40'57"E for 157.52 feet; thence S.89°02'14"E for 1058.86 feet to the Point of Beginning), all lying within Seminole County, Florida. Subject to Florida Power Corporation easement and Sand Lake Road right-of-way along North.

Phase II is approximately 30.87 acres and Phase III is approximately 15.91 acres, each to be used exclusively for residential purposes, except for temporary buildings of building contractors and real estate sale offices located within the property.

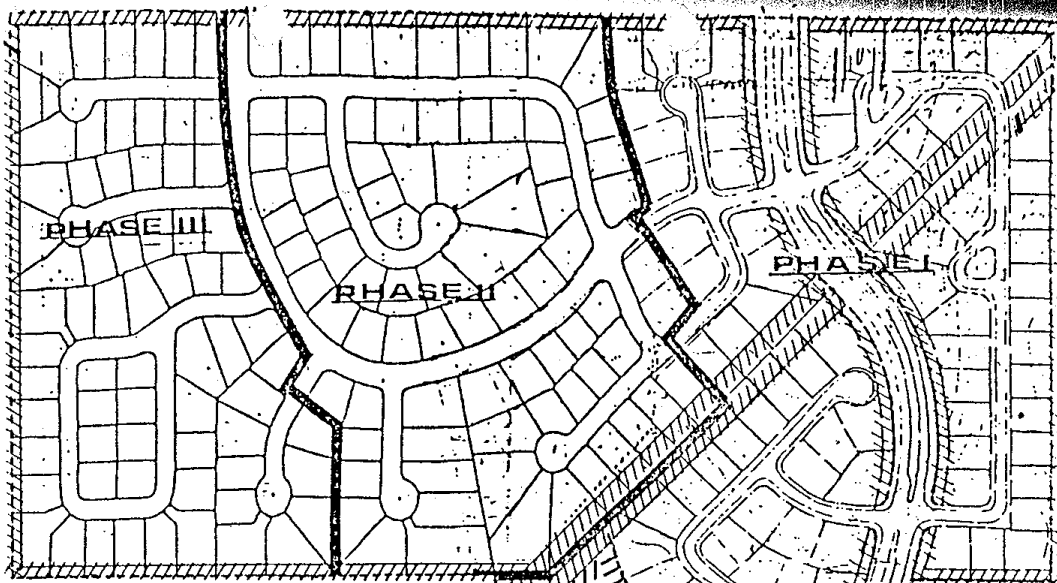
The Common areas for Phases II and III are as shown on Schedule "C" and except for the park shall be greenbelt and recreation easements. Said common areas will contain landscaping and recreational areas to be maintained by the homeowner's association for said Phases II and III, except as stated within the provisions of the Declaration.

The additions, if made, will be subject to assessments by the association.

THIS GENERAL PLAN SHALL NOT BIND THE DECLARANT TO MAKE THE PROPOSED ADDITIONS OR ADHERE TO THE PLAN IN ANY SUBSEQUENT DEVELOPMENT.

SCHEDULE "B"

SWANN, SWANN AND HADDOCK - ATTORNEYS AND COUNSELLORS AT LAW
17 SOUTH MAGNOLIA AVENUE - ORLANDO, FLORIDA 32801



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PAGE
SEMINOLE COUNTY
FLORIDA



LEGEND

—— PHASE LINE
 ///// COMMON AREAS

FOXWOOD RESIDENTIAL SUB-DIVISION
 SHOWING
 PHASING AND COMMON AREAS

POST, BUCKLE, SCHUB & JENKINS
 CONSULTING ENGINEERS AND PLANNERS
 8151 MAGNOLIA BOULEVARD, SUITE 200
 ORLANDO, FLORIDA 32837

SCHEDULE "C"

CERTIFIED COPY
 ARTHUR H. BARTON, IV
 CLERK OF THE CIRCUIT COURT
 SEMINOLE COUNTY, FLORIDA
 4-28-78
 by Don M. Adkins
 Deputy Clerk

of the Northwest 1/4, Section 7, Township 21 South, Range 24 East, Seminole County, Florida; being more particularly described as follows:

Commence at the Northwest corner of the plat of FOXWOOD PHASE I, as recorded in Plat Book 21, Pages 53, 54 and 55 of the Public Records of Seminole County, Florida; thence N.89°02'14"W. along the North line of said SE 1/4 of the NW 1/4 for 264.24 feet to the NE corner of said SE 1/4 of the NW 1/4; thence N.88°46'07"W. along the North line of said SE 1/4 of the NW 1/4 for 641.94 feet; thence S.00°41'55"W. for 209.78 feet to the Point of Beginning of the hereinafter described parcel; thence continue S.00°41'55"W. for 135.40 feet to the point of curvature of a circular curve concave Easterly; thence Southerly along the arc of said curve, having a radius of 380.00 feet and a central angle of 25°37'29", for 169.95 feet; thence S.65°04'26"W. for 110.00 feet; thence S.24°55'34"E. for 167.26 feet; thence S.19°05'40"E. for 106.99 feet; thence S.50°45'04"E. for 275.49 feet; thence S.08°35'36"W. for 109.75 feet; thence S.01°26'36"W. for 250.42 feet to the South line of the SE 1/4 of the NW 1/4, said Section 7; thence S.88°33'24"E. along said South line for 400.63 feet to the SE corner of said SE 1/4 of the NW 1/4, said corner also being a point on the Westerly boundary of FOXWOOD PHASE I, according to the plat thereof as recorded in Plat Book 21, Pages 53, 54 and 55 of the Public Records of Seminole County, Florida; thence S.88°35'12"E. along said Westerly boundary for 131.06 feet; thence N.45°00'47"E. along said Westerly boundary for 585.77 feet; thence N.41°59'13"W. along said Westerly boundary for 200.00 feet; thence N.45°00'47"E. along said Westerly boundary for 107.44 feet; thence N.28°20'10"W. along said Westerly boundary for 107.04 feet; thence along the following fourteen (14) courses; (1) S.43°46'08"W. for 137.08 feet; (2) S.53°23'37"W. for 140.15 feet; (3) S.45°00'47"W. for 75.31 feet; (4) N.39°45'38"W. for 288.32 feet; (5) S.53°15'36"W. for 88.26 feet; (6) S.76°38'23"W. for 89.97 feet; (7) N.82°58'35"W. for 65.00 feet; (8) N.63°47'15"W. for 65.00 feet; (9) N.47°11'04"W. for 65.57 feet; (10) N.29°00'43"W. for 70.95 feet; (11) N.24°55'34"W. for 150.00 feet; (12) N.15°57'04"W. for 72.09 feet; (13) N.00°41'55"E. for 157.16 feet; (14) N.89°18'05"W. for 170.00 feet to the Point of Beginning.

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Exhibit 3

FIRST AMENDMENT TO DECLARATION OF
COVENANTS CONDITIONS AND RESTRICTIONS FOR
FOXWOOD

THIS FIRST AMENDMENT, made this 8th day of February 1979, by FOXWOOD DEVELOPMENT, LTD., a Florida limited partnership, GARRISON BUILT HOMES, INC., FLORIDA HOMES CONSTRUCTION CO., INC., LARRY A. AND CYNTHIA DALE, LEWIS AND CHARLOTTE I. GLASS, DONALD BRYANT, KAMENOF DEVELOPERS, INC., DUNHILL, INC. and PHILLIP J. LOVERIDGE, all of the foregoing hereinafter jointly referred to as "Owners."

W I T N E S S E T H:

WHEREAS, certain real property in Seminole County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof by reference, (hereinafter referred to as the "Properties") is subject to certain conditions and restrictions by virtue of that certain Declaration of Covenants, Conditions and Restrictions for Foxwood, dated April 10, 1978, and recorded April 28, 1978, in Official Record Book 1166, Page 1459, Public Records of Seminole County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, Owners, as the owners of not less than ninety percent (90%) of the lots in the Properties, desire to come forward and amend the Declaration pursuant to the provisions set forth in Article IX, Section 3 thereof; and

WHEREAS, certain amendments contained herein have been requested by the Veterans Administration ("VA")

NOW THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owners hereby amend the Declaration as follows:

1. Article IV, Section 2 of the Declaration which presently reads as follows, to-wit:

-1-

This instrument was prepared by:
JAMES G. WILLARD, Attorney at Law
17 S. Magnolia Ave., Orlando, FL 32801

SWANN, SWANN AND HADDOCK, P.A. - ATTORNEYS AND COUNSELLORS AT LAW
17 SOUTH MAGNOLIA AVENUE - ORLANDO, FLORIDA 32801

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"Section 2. Purpose of Assessments.

The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and the boulevard, and of the homes situated upon the Properties.

is hereby deleted in its entirety and in its place, stead and in lieu thereof is inserted a new paragraph which reads as follows, to-wit:

"Section 2. Purpose of Assessments.

The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and the median and the right-of-way of the boulevard and of the homes situated upon the properties."

2. Article IV, Section 8, of the Declaration which presently reads as follows, to-wit:

"Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. In either event, the non-paying owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefor, if the court shall so determine. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area for abandonment of his Lot. The lien for unpaid assessments shall attach to the respective Lot(s) only from the time or recording a notice of the same in the public records of Seminole County, Florida setting forth the Lot(s), Lot(s) owner(s), amount and assessment due date: Such notice shall be executed and acknowledged by a duly authorized officer, agent, or attorney of the Association. Unless such notice is rerecorded or lis pendens filed within one (1) year from recording of such notice, the lien shall lapse and be of no further force and effect whatsoever and the Lot(s) shall be exonerated from such charge and lien as reflected in the notice. However, the personal obligation shall remain and unless the Lot(s) have been conveyed to a new Owner, the lien will again become a charge against the Lot(s) upon the recording of a new notice. Any lien established hereunder shall be foreclosed in the same manner as a mortgage.

is hereby deleted in its entirety, and in its place, stead, and in lieu thereof is inserted a new paragraph which reads as follows; to-wit:

"Section 8. Effect of Nonpayment of Assessments:
Remedies of the Association."

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. In either event, the non-paying owner shall pay for the cost of bringing the suit, including reasonable attorney's fees therefor, if the court shall so determine. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The lien for unpaid assessments shall attach to the respective Lot(s) only from the time of recording a notice of the same in the Public Records of Seminole County, Florida setting forth the Lot(s), Lot(s) owner(s), amount and assessment due date: Such notice shall be executed and acknowledged by a duly authorized officer, agent, or attorney of the Association. Unless such notice is rerecorded or lis pendens filed within one (1) year from recording of such notice, the lien shall lapse and be of no further force and effect whatsoever and the Lot(s) shall be exonerated from such charge and lien as reflected in the notice. However, the personal obligation shall remain. Any lien established hereunder shall be foreclosed in the same manner as a mortgage.

3. The first paragraph of Article VI, Section 1 of the Declaration which presently reads as follows, to-wit:

"Section 1. Additions to the Properties."

Additional land within the area described in Schedule "B" and Schedule "C", attached hereto and incorporated herein by reference, may be brought within the jurisdiction and control of the Association and, except as specifically hereinafter provided for, subject to all the terms of this Declaration as if part of the Property, provided such is done within six (6) years from the date this instrument is recorded and provided further that the FHA approves such action."

is hereby deleted in its entirety and in its place, stead and in lieu thereof is inserted a new paragraph which reads as follows, to-wit:

"Section 1. Additions to the Properties."

Additional land within the area described in Schedule "B" and Schedule "C", attached hereto and incorporated herein by reference, may be brought within the jurisdiction and control of the Association, and, except as specifically hereinafter provided for, subject to all the terms of this Declaration as if part of the Properties, provided such is done within six (6) years from the date this instrument is recorded and provided further that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them."

4. Article VI, Section 3, Subparagraph (c) of the Declaration which presently reads as follows, to-wit:

"(c) Prior to the addition of any land to the development, the declarant shall submit detailed plans for the development of the land to be added to FHA for approval."

is hereby deleted in its entirety and in its place, stead, and in lieu thereof is inserted a new paragraph which reads as follows, to-wit

"(c) Prior to the addition of any land to the development, the declarant shall submit detailed plans for the development of the land to be added to FHA and VA for approval."

5. Article IX, Section 6, Item (iii) of the Declaration which presently reads as follows, to-wit:

"(iii) Pay any assessments proposed upon their lots by such street lighting districts "

is hereby deleted in its entirety and in its place, stead, and in lieu thereof is inserted a new clause which reads as follows, to-wit:

"(iii) Pay any assessments proposed upon their lots by such street lighting districts, which assessments shall not exceed \$50.00 per lot for the year 1979;"

6. Nothing contained herein shall be construed to affect in any way the Declaration as recorded except as provided herein.

7. This First Amendment to the Declaration shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto and the residents of FOXWOOD.

IN WITNESS WHEREOF, this First Amendment has been executed by the parties hereto in a manner and form sufficient to bind them as of the day and year first above written.

Signed, sealed and delivered
in the presence of

Patricia M. Keen
James E. Willard

James E. Willard
James E. Willard

James E. Willard
Patricia M. Keen

FOXWOOD DEVELOPMENT, LTD.

By *Allan E. Keen*
Allan E. Keen, General Partner

GARRISON BUILT HOMES, INC.
By *James E. Willard*
PRESIDENT

FLORIDA HOMES CONSTRUCTION CO., INC.

By *James E. Willard*

Signed, sealed and delivered
in the presence of:

Larry A. Dale
James L. Willard

Larry A. Dale
LARRY A. DALE

Cynthia Dale
CYNTHIA DALE

James L. Willard
Donald Bryant

Lewis Glass
LEWIS GLASS

Charlotte I. Glass
CHARLOTTE I. GLASS

James L. Willard
Donald Bryant

Donald Bryant
DONALD BRYANT

James L. Willard
Donald Bryant

KAMENOF DEVELOPERS, INC.
By Albe Kamenof, President

James L. Willard
Donald Bryant

DUNHILL, INC.
By Willard

Phillip J. Loveridge
James L. Willard

Phillip J. Loveridge
PHILLIP J. LOVERIDGE

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer
duly authorized in the State aforesaid and in the County afore-
said to take acknowledgments, personally appeared ALLAN E. KEEN,
General Partner of FOXWOOD DEVELOPMENT, LTD., to me known to be
the person described in and who executed the foregoing instrument
and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State
last aforesaid, this 7th day of February, 1977.

James L. Willard

NOTARY PUBLIC
My Commission Expires:

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer
duly authorized in the State aforesaid and in the County
aforesaid to take acknowledgment, personally appeared PHILLIP J.
LOVERIDGE, to me known to be the person described in and who
executed the foregoing instrument and he acknowledged before
me that he executed the same.

WITNESS my hand and official seal in the County and
State last aforesaid, this 7th day of February, 1977.

James L. Willard

NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 16, 1977
BONDED THRU GENERAL INS. UNDERWRITERS

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 16, 1977
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared LEWIS GLASS and CHARLOTTE I. GLASS, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 2 day of February, 1979.

James L. Miller
NOTARY PUBLIC
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 16, 1982
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgment, personally appeared DONALD BRYANT, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 2 day of February, 1979.

James L. Miller
NOTARY PUBLIC
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COM. EXPIRES JULY 16, 1982
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared *the President* of KAMENOF DEVELOPERS, INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 3rd day of January, 1979.

Charles J. Miller
NOTARY PUBLIC
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Aug. 2, 1981
BONDED BY AMERICAN FIDELITY & GUARANTY COMPANY

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared William M. Segal, the President of DUNHILL, INC. to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 7 day of February, 1979.

James L. Miller
NOTARY PUBLIC
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Edward W. Garrison, the President of GARRISON BUILT HOMES, INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 2 day of February, 1979.

James H. Willard
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 16 1982
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jay Barfield, the President of FLORIDA HOMES CONSTRUCTION CO., INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 3 day of February, 1979.

James H. Willard
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 16 1982
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared LARRY A. DALE and CYNTHIA DALE, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 2 day of February, 1979.

James H. Willard
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 16 1982
BONDED THRU GENERAL INS. UNDERWRITERS

EXHIBIT "A"FOXWOOD, PHASE 1

Foxwood, Phase 1, according to the plat thereof, as recorded in Plat Book 21, Pages 53, 54, and 55, Public Records of Seminole County, Florida.

Exhibit 5

12490351

BCOP OFFICIAL RECORD

SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS, FOXWOOD, PHASE III
FIRST ADDITION

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Foxwood was recorded in O.R. Book 1166, at page 1459 of the Public Records of Seminole County, Florida (the "Declaration"), such Declaration being incorporated herein by reference; and

WHEREAS, Article VI of the Declaration provides for the inclusion of certain additional property within the jurisdiction and control of the Association and the application of the terms and provisions of the Declaration thereto, subject to the exceptions specified in Article VI, Section 3 (d) thereof; and

WHEREAS, U.S.Home Corporation, a Delaware corporation ("Home") is the owner in fee simple of all of the property described on Exhibit I attached hereto and incorporated herein by reference, a subdivision whose plat is recorded in Plat Book 23, at Page 35 of the Public Records of Seminole County, Florida (the "Subdivision"); and

WHEREAS, the Subdivision is part of the Phase III additional property described on Schedules B and C to the Declaration; and

WHEREAS, Home pursuant to the provision of Article VI, Section 3 (e) of the Declaration does hereby wish to record a Supplementary Declaration as to the Subdivision;

NOW, THEREFORE, Home does hereby record this Supplementary Declaration and declares the Subdivision and all lots therein shall hereafter be subject to all the terms and provisions of the Declaration such that each lot in the Subdivision shall be a "Lot" as defined in the Declaration, the Subdivision shall be included within the term "Properties" as used in the Declaration, and each owner of a Lot in the Subdivision shall be an "Owner" and a "Member" of the Association as defined in the Declaration, having all of the rights and privileges and being subject to all of the obligations, assessments and liens described in the Declaration, EXCEPT AND PROVIDED THAT notwithstanding anything herein to the contrary in no event shall U.S.Home Corporation be subject to any of the provisions of either Article V or Article VIII, Section 19 of the Declaration, nor shall such provisions apply to a lot in the Subdivision so long as title to such lot is in U.S. Home Corporation, or a successor developer. Such provisions of Article V and Article VIII, Section 19, however, shall become applicable to a lot in the Subdivision and binding thereon at the time such lot is improved by a single-family dwelling and title thereto is conveyed by U.S.Home Corporation, or other successor developer.

In addition to those provisions of the Declaration which have hereby been imposed upon the Subdivision, Home further wishes to declare that the Subdivision and all lots therein are subject to the following covenants, conditions and restrictions, which together with the provisions of the Declaration described above and imposed on the lots, shall be deemed covenants running with the land:

1. Prior to the commencement of any original construction of, alteration or addition to a Structure or the erection of walls, hedges or fences on a lot, the landscaping of side yards and rear yards of lots that abut public streets, all building plans (including plot plan, grading plan and material list), all landscaping plans and all plans or agreements relating to the color to be used on the exterior of the Structure, must first be submitted to and approved in writing

C. WAYNE ATWOOD
7312 WINTER WOOD BLVD.
WINTER GARDEN, FL 32792

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by Home. As used herein the term "Structure" shall mean anything constructed or erected, the use of which requires a more or less permanent location on or in the ground or attachment to something having a permanent location on the ground. Home shall have the absolute right to approve or disapprove such plans for any reason including aesthetic considerations. All plans must be sent to Home by certified or registered mail, return receipt requested at 3165 McCrory Place, Suite 255, Orlando, Florida. 32803. ATTENTION: James Fox, Regional President, or such other person and address as Home may hereafter from time to time designate in writing. Any plans not disapproved within thirty (30) days after their receipt by Home shall be deemed approved. The rights of approval herein reserved to Home shall automatically become vested in and be exercisable exclusively by the Architectural Control Committee of the Association, at such time, and only upon the condition that Home no longer owns either any lots in nor has an option to purchase property in either Phase II, Phase II First Addition, Phase III, Phase III First Addition. A legal description for properties included in Phase II, Phase II First Addition, Phase III and Phase III First Addition is set forth on Schedule B to the Declaration.

2. If at any time hereafter, Home, or its successors, request that a street lighting district be organized pursuant to Seminole County ordinance, or as otherwise provided by law, and comprised in whole or in part of lots in the Subdivision, all owners of such lots will, upon written request by Home : (i) join in any petitions or applications requesting the formation of a street lighting district or annexation to an existing street lighting district; (ii) grant any easement rights which may be required therefor, without payment of any compensation; (iii) pay any assessments imposed upon their lots by such street lighting district; and (iv) join any petitions or applications to annex contiguous property to such street lighting district.

3. Fences shall only be constructed after approval as provided in Paragraph 1 above, and may only be made of cypress or other approved wood materials.

4. No exterior radio TV or electronic antennas or aerials shall be allowed; provided; however, antennas or aerials which are installed so as to be completely concealed from public view, such as in attics or garages shall be permitted.

5. The restrictions imposed by this Supplementary Declaration shall run with and bind the Subdivision and all lots therein regardless of whether or not these restrictions are specifically mentioned in any deeds or conveyances of lots subsequently executed and shall be binding on all parties and persons claiming under such deeds for a term of twenty (20) years from the date this Supplementary Declaration is recorded, after which time these restrictions shall be automatically extended for successive periods of ten (10) years. This Supplementary Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of all Owners subject to the Association, and thereafter by an instrument signed by not less than seventy-five percent (75%) of all Owners subject to the Association. Any such amendment must be recorded. No amendment, pursuant to this paragraph, however, shall require Home to relinquish any rights reserved to it under this Supplementary Declaration.

6. Home, the Association, and any Owner shall each have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure by Home, the Association or 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.

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7. The invalidation of any one of these covenants or restrictions by a judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

8. Nothing contained in Paragraph 5 above shall prohibit Home, and Home shall have the right at any time and from time to time hereafter to impose upon or include in any deeds to lots in the Subdivision to which it may then hold title any additional restrictions or covenants or modifications of those otherwise applicable under the Declaration provided the same are approved by Federal Housing Administration.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its corporate name and under its corporate seal by a duly authorized officer this 9th day of October, 1979.

Signed, sealed and delivered
in the presence of:

"Home"
U.S. HOME CORPORATION

John Roberts
John Roberts

BY: William H. Wood
Vice President
South Florida Land Division
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 9th day of October, 1979, by E. Wayne Odwood as Vice President of South Florida Land Division of U.S. Home Corporation, on behalf of the Corporation.

William H. Wood
Notary Public, State of Florida at Large
My commission expires: _____

Notary Public, State of Florida at Large
My Commission Expires Mar. 8, 1980

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EXHIBIT I

FOXWOOD, PHASE III FIRST ADDITION

Foxwood. Phase III. First Addition according to the plat thereof,
as recorded in Plat Book, 23. Page 35. Public
Records of Seminole County, Florida.

**BY-LAWS OF
FOXWOOD COMMUNITY ASSOCIATION, INC.**

Exhibit 7

**ARTICLE I
NAME AND LOCATION**

The name of the Corporation is FOXWOOD COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION". The principal office of the corporation shall be located within Seminole County, FL as established by the Board of Directors from time to time, and meetings of members and directors may be held at such places within the State of Florida, County of Seminole, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

- Section 1. "Association" shall mean and refer to FOXWOOD COMMUNITY ASSOCIATION, INC., its successors and assigns.
- Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions for Foxwood, as amended from time to time, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- Section 3. "Common Area" shall mean all easement rights or real property owned by or benefitting the Association for the common use and enjoyment of the Owners.
- Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.
- Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for Foxwood, recorded April 28, 1976, in the Official Records Book 1166, Pages 1459 to 1482, as amended and supplemented from time to time in the Office of the Clerk of the Circuit court, Seminole County, Florida.
- Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.
- Section 8. Unless the context expressly or necessarily requires otherwise, the use of the singular includes the plural, and vice versa; and the use of any gender includes all genders.

**BY-LAWS OF
FOXWOOD COMMUNITY ASSOCIATION, INC.**

**ARTICLE III
MEETINGS OF MEMBERS**

- Section 1. Annual Meetings. Annual meetings shall be held in February of each year at a date and time set by the Board of Directors.
- Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of one-fourth (1/4) of all members who are entitled to vote.
- Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.
- Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws.
- If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.
- Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be fully revocable, and shall automatically cease upon conveyance by the member of his Lot.

**ARTICLE IV
BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE**

- Section 1. Number. The affairs of the Association shall be managed by a board of not less than three (3) and not more than nine (9) directors, who shall be members of the Association.

**BY-LAWS OF
FOXWOOD COMMUNITY ASSOCIATION, INC.**

**ARTICLE IV
BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE (cont'd)**

- Section 2. Term of Office. The terms of directors shall be staggered so that not all terms expire at one time. Recognizing that the number of directors may be changed from time to time and also recognizing that each director shall hold office for the term to which he is elected until said term expires, the board shall have discretion to fix the terms of office from time to time consistent with this section.
- Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.
- Section 4. Compensation. No director shall receive compensation for any service as a director that may be rendered to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of duties.
- Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

**ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS**

- Section 1. Nomination. Nominees must be members of the Association. Nominations for election to the Board of Directors shall be requested from the members by the Board of Directors prior to the annual meeting. Nominations may also be made from the floor at the annual meeting.
- Section 2. Election. Election to the Board of Directors shall be by secret written ballot. Members may cast one vote per lot per vacancy to be filled. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI
MEETINGS OF DIRECTORS**

- Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

**BY-LAWS OF
FOXWOOD COMMUNITY ASSOCIATION, INC.**

**ARTICLE VI
MEETINGS OF DIRECTORS (cont'd)**

- Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.
- Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

- Section 1. Powers. The Board of Directors shall have the power to:
- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
 - (b) suspend the voting rights, and rights to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for infraction of published rules and regulations until said infractions are corrected.
 - (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;
 - (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
 - (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- Section 2. Duties. It shall be the duty of the Board of Directors to:
- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting which such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

**BY-LAWS OF
FOXWOOD COMMUNITY ASSOCIATION, INC.**

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS (cont'd)**

- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to;
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate directors and officers errors and omissions, insurance, and liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the common area to be maintained

**ARTICLE VIII
OFFICERS AND THEIR DUTIES**

- Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- Section 2. Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

**BY-LAWS OF
FOXWOOD COMMUNITY ASSOCIATION, INC.**

**ARTICLE VIII
OFFICERS AND THEIR DUTIES (cont'd)**

- Section 3. Term: The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless said officer shall sooner resign, or shall be removed, or otherwise be disqualified to serve.
- Section 4. Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- Section 5. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.
- Section 6. Multiple Offices: Any officer elected or appointed by the Board of Directors, may hold multiple offices as necessary and approved by the Board of Directors, except that the president may not hold the office of treasurer or secretary.
- Section 7. Duties: The duties of the officers are as follows:
- (a) President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolution of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
 - (b) Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
 - (c) Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
 - (d) Treasurer: The treasurer or an agent designated by the Board of Directors, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and

**BY-LAWS OF
FOXWOOD COMMUNITY ASSOCIATION, INC.**

**ARTICLE VIII
OFFICERS AND THEIR DUTIES (cont'd)**

(d) (cont'd)

promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

**ARTICLE IX
COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X
BOOKS AND RECORDS**

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

**ARTICLE XI
ASSESSMENTS**

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

**BY-LAWS OF
FOXWOOD COMMUNITY ASSOCIATION, INC.**

**ARTICLE XII
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: FOXWOOD COMMUNITY ASSOCIATION, INC., a corporation not for profit.

**ARTICLE XIII
AMENDMENTS**

- Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.
- Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

**ARTICLE XIV
MISCELLANEOUS**

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

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of FOXWOOD COMMUNITY ASSOCIATION, INC., have hereunto set our hands this 31ST day of May 1995.

WITNESSES

Tara Walker
TARA WALKER

Marlene Martinez
MARLENE MARTINEZ

STATE OF: FLORIDA
COUNTY OF: SEMINOLE

FOXWOOD COMMUNITY ASSOCIATION, INC.

Roland W. Best
President

Marlin Ellis
Attested to by Secretary

The foregoing instrument was acknowledged before me this 31st day of May, 1995, by ROLAND W. BEST, President, and MARLIN ELLIS, Secretary, of the FOXWOOD COMMUNITY ASSOCIATION, INC., who ~~did~~did not take an oath, and are personally known to me or who have produced the following identification

NOTARY PUBLIC, STATE OF FLORIDA at large

Typed Name: Carolyn S. Cleveland

Signature: Carolyn S. Cleveland



CAROLYN S. CLEVELAND
My Comm Exp. 10/01/96
Bonded By Service Ins
No. CC232832
☒ Personally Known ☐ Other I.D.

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12490347

EXHIBIT 4

SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS, FOXWOOD, PHASE III

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Foxwood was recorded in O.R. Book 1166, at page 1459 of the Public Records of Seminole County, Florida (the "Declaration"), such Declaration being incorporated herein by reference; and

WHEREAS, Article VI of the Declaration provides for the inclusion of certain additional property within the jurisdiction and control of the Association and the application of the terms and provisions of the Declaration thereto, subject to the exceptions specified in Article VI, Section 3 (d) thereof; and

WHEREAS, U.S. Home Corporation, a Delaware corporation ("Home") is the owner in fee simple of all of the property described on Exhibit I attached hereto and incorporated herein by reference, a subdivision whose plat is recorded in Plat Book 23, at Page 34 of the Public Records of Seminole County, Florida (the "Subdivision"); and

WHEREAS, the Subdivision is part of the Phase III additional property described on Schedules B and C to the Declaration; and

WHEREAS, Home pursuant to the provision of Article VI, Section 3 (e) of the Declaration does hereby wish to record a Supplementary Declaration as to the Subdivision;

NOW, THEREFORE, Home does hereby record this Supplementary Declaration and declares the Subdivision and all lots therein shall hereafter be subject to all the terms and provisions of the Declaration such that each lot in the Subdivision shall be a "Lot" as defined in the Declaration, the Subdivision shall be included within the term "Properties" as used in the Declaration, and each owner of a Lot in the Subdivision shall be an "Owner" and a "Member" of the Association as defined in the Declaration, having all of the rights and privileges and being subject to all of the obligations, assessments and liens described in the Declaration, EXCEPT AND PROVIDED THAT notwithstanding anything herein to the contrary in no event shall U.S. Home Corporation be subject to any of the provisions of either Article V or Article VIII, Section 19 of the Declaration, nor shall such provisions apply to a lot in the Subdivision so long as title to such lot is in U.S. Home Corporation, or a successor developer. Such provisions of Article V and Article VIII, Section 19, however, shall become applicable to a lot in the Subdivision and binding thereon at the time such lot is improved by a single-family dwelling and title thereto is conveyed by U.S. Home Corporation, or other successor developer.

In addition to those provisions of the Declaration which have hereby been imposed upon the Subdivision, Home further wishes to declare that the Subdivision and all lots therein are subject to the following covenants, conditions and restrictions, which together with the provisions of the Declaration described above and imposed on the lots, shall be deemed covenants running with the land:

1. Prior to the commencement of any original construction of, alteration or addition to a Structure or the erection of walls, hedges or fences on a lot, the landscaping of side yards and rear yards of lots that abut public streets, all building plans (including plot plan, grading plan and material list), all landscaping plans and all plans or agreements relating to the color to be used on the exterior of the Structure, must first be submitted to and approved in writing

C. WAYNE ATWOOD
2312 WINTER WOOD BLVD.
WINTER PARK, FL. 32792

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by Home. As used herein the term "Structure" shall mean anything constructed or erected, the use of which requires a more or less permanent location on or in the ground or attachment to something having a permanent location on the ground. Home shall have the absolute right to approve or disapprove such plans for any reason including aesthetic considerations. All plans must be sent to Home by certified or registered mail, return receipt requested at 3165 McCrory Place, Suite 255, Orlando, Florida. 32803. ATTENTION: James Fox, Regional President, or such other person and address as Home may hereafter from time to time designate in writing. Any plans not disapproved within thirty (30) days after their receipt by Home shall be deemed approved. The rights of approval herein reserved to Home shall automatically become vested in and be exercisable exclusively by the Architectural Control Committee of the Association, at such time, and only upon the condition that Home no longer owns either any lots in nor has an option to purchase property in either Phase II or Phase III. A legal description for Phase II and Phase III is set forth on Schedule B to the Declaration.

2. If at any time hereafter, Home, or its successors, request that a street lighting district be organized pursuant to Seminole County ordinance, or as otherwise provided by law, and comprised in whole or in part of lots in the Subdivision, all owners of such lots will, upon written request by Home: (i) join in any petitions or applications requesting the formation of a street lighting district or annexation to an existing street lighting district; (ii) grant any easement rights which may be required therefor, without payment of any compensation; (iii) pay any assessments imposed upon their lots by such street lighting district; and (iv) join any petitions or applications to annex contiguous property to such street lighting district.

3. Fences shall only be constructed after approval as provided in Paragraph 1 above, and may only be made of cypress or other approved wood materials.

4. No exterior radio TV or electronic antennas or aerials shall be allowed; provided, however, antennas or aerials which are installed so as to be completely concealed from public view, such as in attics or garages shall be permitted.

5. The restrictions imposed by this Supplementary Declaration shall run with and bind the Subdivision and all lots therein regardless of whether or not these restrictions are specifically mentioned in any deeds or conveyances of lots subsequently executed and shall be binding on all parties and persons claiming under such deeds for a term of twenty (20) years from the date this Supplementary Declaration is recorded, after which time these restrictions shall be automatically extended for successive periods of ten (10) years. This Supplementary Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of all Owners subject to the Association, and thereafter by an instrument signed by not less than seventy-five percent (75%) of all Owners subject to the Association. Any such amendment must be recorded. No amendment, pursuant to this paragraph, however, shall require Home to relinquish any rights reserved to it under this Supplementary Declaration.

6. Home, the Association, and any Owner shall each have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure by Home, the Association or 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.

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7. The invalidation of any one of these covenants or restrictions by a judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

8. Nothing contained in Paragraph 5 above shall prohibit Home, and Home shall have the right at any time and from time to time hereafter to impose upon or include in any deeds to lots in the Subdivision to which it may then hold title any additional restrictions or covenants or modifications of those otherwise applicable under the Declaration provided the same are approved by Federal Housing Administration.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its corporate name and under its corporate seal by a duly authorized officer this 5th day of October, 1979.

Signed, sealed and delivered
in the presence of:

John Roberts
WJW

"Home"
U.S. HOME CORPORATION

BY: William H. Wood
Vice President
South Florida Land Division
(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 5 day of October, 1979, by E. Wayne Wood as Vice President of South Florida Land Division of U.S. Home Corporation, on behalf of the Corporation.

Marianne G. Glick
Notary Public, State of Florida at Large
My commission expires: _____

Notary Public, State of Florida at Large
My Commission Expires Nov. 8, 1980
Qualified to Perform Notary Public Duties

12490350

BOOK OFFICE RECORD
SEMINOLE COUNTY FLA

EXHIBIT I

FOXWOOD, PHASE III

Foxwood, Phase III, according to the plat thereof, as
recorded in Plat Book, 23, Page 34, Public
Records of Seminole County, Florida.

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SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, FOXWOOD, PHASE II

SEMINOLE COUNTY
FLORIDA

Exhibit 2

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Foxwood was recorded in O.R. Book 1166, at page 1459 of the Public Records of Seminole County, Florida (the "Declaration"), such Declaration being incorporated herein by reference; and

WHEREAS, Article VI of the Declaration provides for the inclusion of certain additional property within the jurisdiction and control of the Association and the application of the terms and provisions of the Declaration thereto, subject to the exceptions specified in Article VI, Section 3(d) thereof; and

WHEREAS, U.S. Home Corporation, a Delaware corporation ("Home") is the owner in fee simple of all of the property described on Exhibit I attached hereto and incorporated herein by reference, a subdivision whose plat is recorded in Plat Book 22, at page 41 of the Public Records of Seminole County, Florida (the "Subdivision"); and

WHEREAS, the Subdivision is part of the Phase II additional property described on Schedules B and C to the Declaration; and

WHEREAS, Home pursuant to the provision of Article VI, Section 3(e) of the Declaration does hereby wish to record a Supplementary Declaration as to the Subdivision;

NOW, THEREFORE, Home does hereby record this Supplementary Declaration and declares the Subdivision and all lots therein shall hereafter be subject to all the terms and provisions of the Declaration, such that each lot in the Subdivision shall be a "Lot" as derived in the Declaration, the Subdivision shall be included within the term "Properties" as used in the Declaration, and each owner of a Lot in the Subdivision shall be an "Owner" and a "Member" of the Association as defined in the Declaration, having all of the rights and privileges and being subject to all of the obligations, assessments and liens described in the Declaration, EXCEPT AND PROVIDED THAT notwithstanding anything herein to the contrary in no event shall U.S. Home Corporation be subject to any of the provisions of either Article V or Article VIII, Section 19 of the Declaration, nor shall such provisions apply to a lot in the Subdivision so long as title to such lot is in U.S. Home Corporation, or a successor developer. Such provisions of Article V and Article VIII, Section 19, however, shall become applicable to a lot in the Subdivision and binding thereon at the time such lot is improved by a single-family dwelling and title thereto is conveyed by U.S. Home Corporation, or other successor developer.

In addition to those provisions of the Declaration which have hereby been imposed upon the Subdivision, Home further wishes to declare that the Subdivision and all lots therein are subject to the following covenants, conditions and restrictions, which together with the provisions of the Declaration described above and imposed on the lots, shall be deemed covenants running with the land:

1. Prior to the commencement of any original construction of, alteration or addition to a Structure or the erection of walls, hedges or fences on a lot, the landscaping of side yards and rear yards of lots that abut public streets, all building plans (including plot plan, grading plan and material list), all landscaping plans and all plans or agreements relating to the color to be used on the exterior of the Structure, must first be submitted to and approved in writing by Home. As used herein the term "Structure" shall mean anything constructed or erected, the use of which requires a more or less permanent location on or in the ground or attachment to something having a permanent location on the ground. Home shall have the

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SEMINOLE COUNTY
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absolute right to approve or disapprove such plans for ~~FLORIDA~~ ^{SEMINOLE COUNTY} reason including aesthetic considerations. All plans must be sent to Home by certified or registered mail, return receipt requested at 3165 McCrory Place Suite 255, Orlando, Florida 32803 ATTN: Howard T. Eckert, Regional President, or such other person and address as Home may hereafter from time to time designate in writing. Any plans not disapproved within thirty (30) days after their receipt by Home shall be deemed approved. The rights of approval herein reserved to Home shall automatically become vested in and be exercisable exclusively by the Architectural Control Committee of the Association, at such time, and only upon the condition that Home no longer owns either any lots in nor has an option to purchase property in either Phase II or Phase III. A legal description for Phase II and Phase III is set forth on Schedule B to the Declaration.

2. If at any time hereafter, Home, or its successors, request that a street lighting district be organized pursuant to Seminole County ordinance, or as otherwise provided by law, and comprised in whole or in part of lots in the Subdivision, all owners of such lots will, upon written request by Home: (i) join in any petitions or applications requesting the formation of a street lighting district or annexation to an existing street lighting district; (ii) grant any easement rights which may be required therefor, without payment of any compensation; (iii) pay any assessments imposed upon their lots by such street lighting district; and (iv) join any petitions or applications to annex contiguous property to such street lighting district.

3. Fences shall only be constructed after approval as provided in Paragraph 1 above, and may only be made of cypress or other approved wood materials.

4. No exterior radio, TV or electronic antennas or aerials shall be allowed; provided, however, antennas or aerials which are installed so as to be completely concealed from public view, such as in attics or garages shall be permitted.

5. The restrictions imposed by this Supplementary Declaration shall run with and bind the Subdivision and all lots therein regardless of whether or not these restrictions are specifically mentioned in any deeds or conveyances of lots subsequently executed and shall be binding on all parties and persons claiming under such deeds for a term of twenty (20) years from the date this Supplementary Declaration is recorded, after which time these restrictions shall be automatically extended for successive periods of ten (10) years. This Supplementary Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of all Owners subject to the Association, and thereafter by an instrument signed by not less than seventy-five percent (75%) of all Owners subject to the Association. Any such amendment must be recorded. No amendment, pursuant to this paragraph, however, shall require Home to relinquish any rights reserved to it under this Supplementary Declaration.

6. Home, the Association, and any Owner shall each have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure by Home, the Association or 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.

7. The invalidation of any one of these covenants or restrictions by a judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

8. Nothing contained in Paragraph 5 above shall prohibit Home, and Home shall have the right at any time and from time to time hereafter to impose upon or include in any deeds to lots in the Subdivision to which it may then hold title any additional restrictions or covenants or modifications of those otherwise applicable under the Declaration provided the same are approved by Federal Housing Administration.

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BOOK PAGE
SEMINOLE COUNTY

IN WITNESS WHEREOF, the undersigned ~~has~~ caused these presents to be executed in its corporate name, and under its corporate seal by a duly authorized officer this 8th day of January, 1978.

Signed, sealed and delivered in the presence of:

"Home"
U.S. HOME CORPORATION

Beverly Repals
Notary Public

By Vicco Blumstein
Division President
Vice
(CORPORATE SEAL)
U.S. HOME CORPORATION
NOTARY PUBLIC
SEMINOLE COUNTY
FLORIDA

STATE OF FLORIDA)
COUNTY OF Himulaw)

The foregoing instrument was acknowledged before me this 8th day of January, 1978 by Vicco Blumstein as Vice President of U.S. Home Corporation, on behalf of the Corporation.

Notary Public, State of Florida at Large
My commission expires: Aug. 25, 1981
Bonder, B. American Fire & Casualty Company

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BOOK PAGE
SEMINOLE COUNTY
FLORIDA

EXHIBIT I

FOXWOOD, PHASE II

Foxwood, Phase II, according to the plat thereof, as recorded in
Plat Book 22, Pages 41,
Public Records of Seminole, County, Florida.

Prepared by:
Christopher F. Torchia, Esq.
Torchia Law Firm PA
522 S Hunt Club Blvd PMB 326
Apopka, FL 32703-4960

GRANT MALOY, SEMINOLE COUNTY
CLERK OF CIRCUIT COURT & COMPTROLLER
CFN# 2020014423 Bk:9533 Page:1923-1948
REC: 02/06/2020 3:13:57 PM by cjones
RECORDING FEES \$222.50

Space above reserved for recording information.

FOXWOOD COMMUNITY ASSOCIATION, INC.

CODIFIED RULES

Chapter 1 PURPOSE AND AUTHORITY

- 1.01 **PURPOSE.** This document states rules clarifying and otherwise establishing reasonable restrictions (the "Rules") concerning the Residential Planning Criteria for the Foxwood Community Association, Inc. (the "Association"), as adopted by the Association's Board of Directors (the "Board") at a duly noticed regular meeting of the Board. The rules are categorically set forth in these Rules by chapter and are identified by section numbers.
- 1.02 **AUTHORITY.** The authority to adopt these rules and is found in Article 8, Section 19, of the Declaration of Covenants, Conditions and Restrictions for Foxwood, as amended and supplemented, and the general powers provided the Association in the above referenced Declaration to protect the value and desirability of the Properties within the Foxwood neighborhood.

Chapter 2 DEFINITION OF TERMS

The following terms are generally used throughout these Codified Rules and, unless specified otherwise in these Codified Rules or the Declaration, have the following definitions. Other terms not generally present may be defined within a particular Chapter.

- 2.01 **ACC** – "ACC" means the Architectural Control Committee of the Foxwood Community Association, Inc.
- 2.02 **ASSOCIATION** – "Association" means the Foxwood Community Association, Inc.
- 2.03 **BOARD** – "Board" means the Board of Directors of the Association.
- 2.04 **DECLARATION** – "Declaration" means the Declaration of Covenants, Conditions and Restrictions for Foxwood and all adopted amendments and supplements.
- 2.05 **DIRECTOR** – "Director" means a member of the Board of the Association.
- 2.06 **EASEMENT** – "Easement" means a right or use over the property of another as described in the recorded Plats for Foxwood and the Declaration, which include the Greenbelt, Recreational, Common Area, utility, drainage facility and county road right of way easements.

- 2.07 **FOXWOOD** – “Foxwood” means the Properties, as that term is defined in the Declaration.
- 2.08 **GOVERNING DOCUMENTS** – “Governing Documents” means the recorded Declaration and the Association’s articles of incorporation, bylaws, these Rules and all duly adopted amendments to such Governing Documents.
- 2.09 **LOTS** – “Lot” or “Lots” shall have the same definition as in the Declaration.
- 2.10 **MANAGEMENT COMPANY** – “Management Company” means the management company under contract with the Association to perform management services.
- 2.11 **OWNER** – “Owner” shall have the same definition as in the Declaration.
- 2.12 **PROPERTIES** – “Properties” shall have the same definition as in the Declaration.

Chapter 3 LANDSCAPE MAINTENANCE

- 3.01 **LANDSCAPING** – The front, side, and rear landscaping of all Lots in Foxwood shall be maintained in a neat appearance, including, but not limited to, mowing, edging weeding, trimming, treating for diseases and lawn pests, watering, and fertilizing as allowed by law or ordinance.
- 3.02 **COMPOST PILES** – Landscape clippings and trimmings may not be allowed to accumulate on the Lot or in any easement unless done in a manner and location as approved by the ACC and otherwise in compliance with law or ordinance.
- 3.03 **TRASH** – All trash, such as debris, garbage, waste and refuse, must be cleaned and disposed of in compliance with the Declaration, law and ordinances.
- A. **West Seminole County Urban Bear Management Area Refuse Disposal Requirements.** Because Foxwood is within the West Seminole County Urban Bear Management Area, pursuant to Seminole County Ordinance 258.2, all refuse, meaning any waste that could reasonably attract bears, including but not limited to kitchen organic waste, food, food packaging, toothpaste, deodorant, cosmetics, spices, seasonings and grease (see the ordinance for additional definitions and requirements) must be secured within a functioning bear resistant residential refuse container or secured within a house, garage, shed or other secured structure at all times except for placing a residential refuse containers at the designated collection location no earlier than 5:00 a.m. on the scheduled collection day (a functioning bear resistant residential refuse container is not subject to that time restriction). Recyclable materials stored outside until the scheduled collection day or placed at a designated collection location on the scheduled collection day must be sufficiently free from residue of food and other materials so that they are not an attractant to bears.
- B. **OTHER RESTRICTIONS.** Except as described above, no one may deposit trash for pickup earlier than noon of the day prior to the designated pickup time. All trash receptacles must be removed from the collection location and secured as soon as practicable after collection service has been provided on the same

scheduled collection day. All trash receptacles are to be stored in such a manner as to not be visible from the street.

Chapter 4 FIREWORKS AND FIREARMS

- 4.01 **GENERAL** – Except for organized firework displays sponsored by the Association and as otherwise permitted by these Rules, the presence, use, detonation or discharge of fireworks, firearms, or any projectile on or within common areas of Foxwood is strictly prohibited. No individual, other than Federal, State, County, or Municipal law enforcement officials or authorized Foxwood security personnel, may carry or otherwise maintain a visible firearm on or within the common areas. No individual may carry or otherwise maintain a concealed firearm on or within the common areas other than a lawfully acquired and licensed handgun and only if such person carries on his or her person a valid Florida concealed weapons license.
- 4.02 **FIREWORKS DEFINED** – The term “fireworks means and includes any explosive composition or substance or any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, including, but not limited to, the use of firecrackers, torpedoes, sky rockets, roman candles, or any firework containing any explosive or chemical compound.”
- 4.03 **FIREARMS DEFINED** – The term “firearms” means any weapon (including a starter pistol) which will, is designed to, or may readily be converted to expel a projectile by explosive action or any similar weapon.

Chapter 5 WALLS, FENCES AND HEDGES

- 5.01 **APPLICATION** – Before any wall, fence, hedge may be installed, altered or added, the Lot Owner must first submit a completed application showing the plans and specifications including the nature, kind, shape, height, materials and location of the proposed wall, fence or hedge, and the application must be approved by the ACC. Application forms can be obtained from the Management Company and when completed shall be submitted to the ACC through the Management Company. Applicants may be required to submit additional information with their application or take additional action as prescribed by Chapter 13 of these Rules, if applicable.
- 5.02 **GENERAL REQUIREMENTS** – In addition to the above, the following general requirements shall apply to all walls and fences:
- A. **HEIGHT** – Unless a variance is granted, no wall or fence shall exceed six feet in height from the ground as measured at any point along the wall or fence.
 - B. **TREES** – No tree(s) measuring six inches or more in diameter at the ground level shall be removed to accommodate a wall, fence or hedge without prior disclosure to, and approval of, the ACC unless such tree is located within ten feet of the main dwelling or accessory building.
 - C. **LOT LINES** – No wall, fence or hedge shall be installed outside of the Lot line.

D. **EASEMENTS** – No wall, fence or hedge shall be installed, altered, or added within any easement without first obtaining a variance as provided in Chapter 13 of these Rules.

E. **ACCESS RIGHTS** – All walls, fences and hedges shall provide access to easements.

F. **CONNECTION TO OTHER FENCES** – All wall, fence and hedge installations shall, to the extent possible, be connected to walls, fences and hedges on adjoining Lots. Approval of the Owner of the adjacent wall, fence or hedge must be obtained in such circumstance.

G. **MATERIAL AND DESIGN** –

1) **MATERIAL** – Fences may only be made of cypress or other approved wood materials. Walls, other than retaining walls (a wall that holds back earth or water), may only be made from brick or concrete.

2) **DESIGN** – Vertical and split rail fences will be permitted in all areas of Foxwood.

3) **GOOD SIDE OUT** – All vertical fences must be installed with only the “finished” side visible from outside the Lot and the “rough” or “unfinished” side facing the residence.

4) **COLOR** – All wood fences must either remain natural, be stained or varnished to retain the appearance of a wood fence, or be painted a color approved in advance by the ACC.

H. **FRONT YARD FENCES** – Unless a variance is granted, no fence shall extend beyond the front elevation(s) of a house located on a Lot. For purposes of this rule, a house may have a single front elevation if it is square or rectangular in shape or it may have multiple front elevations if the house is other than square or rectangular in shape (i.e. L shaped). If a house is something other than square or rectangular in shape, then the fence on each side of the house may not extend beyond the front elevation of that portion of the house which is closest to, and parallel to, the fence located on that side of the house. For corner Lots, the front of the house shall be the side of the house where the “main or formal” entrance into the house is located.

5.03 **MAINTENANCE** – All walls, fences and hedges on Lots shall be maintained on a consistent basis by each Lot Owner. In the event that a wall, fence or hedge becomes deteriorated beyond repair, the Lot Owner must: (a) remove the wall, fence, or hedge, or (b) replace the wall, fence or hedge, with such replacement being subject to the approval of the ACC.

Chapter 6 ANTENNAS AND SOLAR DEVICES

6.01 **ANTENNAS** – Concerning restrictions on the installation of over-the-air reception devices, the Association shall take into consideration the regulations and guidelines

adopted by the Federal Communications Commission concerning such devices (see 47 C.F.R. Section 1.4000; www.fcc.gov/media/over-air-reception-devices-rule).

A. **PERMITTED ANTENNAS** – The following exterior antennas may be erected in Foxwood without prior approval as long as said antennas are in conformance with the restrictions outlined below:

- 1) Antennas that are one (1) meter (39in.) or less in diameter that are designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite (hereinafter “DBS Antennas”).
- 2) Antennas that are one (1) meter (39in.) or less in diameter or diagonal measurement and are designed to receive video programming services via multichannel multipoint distribution, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite (hereinafter “MMDS / wireless cable” antennas).
- 3) Antennas that are designed to receive television broadcast signals (hereinafter “TVBS antennas”).
- 4) A mast supporting the antennas described in paragraphs A 1), 2), and 3) above.

B. **RESTRICTIONS FOR PERMITTED ANTENNAS** – Subject to the variance provisions outlined below the following restrictions shall apply to Permitted Antennas:

- 1) For a DBS antenna:
 - a) It may not exceed one (1) meter (39.37 in.) in diameter;
 - b) To the extent possible, it should be installed so as to not be visible from the street; and
 - c) The antenna should be a subdued color (e.g. gray) or a color that is coordinated with the antennas background (e.g. if the antenna is to be attached to a structure, the same color as the structure; if the antenna is to be placed in the yard, then a color that blends in with the background landscape).
- 2) For a MMDS/wireless cable antenna:
 - a) It may not exceed one (1) meter (39.37 in.) or less in diameter or diagonal measurement;
 - b) The mast upon which the antenna is mounted does not exceed the roof line of the structure to which is attached; and
 - c) To the extent possible, the mast should be installed so as to not be visible from the street.

3) For a TVBS antenna:

- a) The mast upon which the antenna is mounted does not exceed the roof line of the structure to which is attached; and
- b) To the extent possible, the mast should be installed so as to not be visible from the street.

C. **PROHIBITED ANTENNAS** – Except as provided above or by a variance granted by the Association, all other exterior antennas are prohibited.

D. **VARIANCE FROM THE RESRICTIONS FOR PERMITTED ANTENNAS** – Any person having a direct or indirect ownership or leasehold interest in a Lot may apply for a variance from the above restrictions. The applicant must demonstrate to the Association that erecting an Antenna not in conformance with the restrictions 1) unreasonably delays or prevents installation, maintenance or use, 2) unreasonably increases the cost of installation, maintenance or use, or 3) precludes reception or transmission of an acceptable quality signal. It is the Association's burden to demonstrate that the restrictions of this Chapter, except to the restriction on size of an antenna, do not impair the installation, maintenance or use of devices used for over-the-air reception of video programming services or devices used to receive or transmit fixed wireless signals.

E. **ENFORCEMENT OF THIS RESTRICTION** –

- 1) The Association may enforce this Chapter of this restriction in any fashion permitted by law, including as permitted by Title 47 Code of Federal Regulations Section 1.4000.
- 2) However, no fines or other penalties and no attorney's fees will accrue against any antenna user while a proceeding is pending to determine the validity of any restriction.

6.02 **ENERGY DEVICES BASED ON RENEWABLE RESOURCES** – While the Association encourages the use of energy devices that are based on renewable resources, it must also balance that use with its responsibility to maintain an architecturally sound community. Therefore, consistent with Section 163.04, Florida Statutes, and the terms and conditions of the Declaration, the following shall apply:

A. **SOLAR COLLECTORS** –

- 1) No solar panel shall be installed without prior written approval of the ACC.
- 2) Unless it can be demonstrated by the applicant that the following restrictions impair the effective operation of the solar collector:
 - a) The ACC may determine the specific location where solar collectors may be installed on a roof within an orientation to the south or within forty-five degrees east or west of due south.
 - b) All solar collectors must be installed flush with the roof.

- c) The color of the exposed pipes, panels and other apparatus must be approved by the ACC unless the color is brown anodized or black.
- B. **CLOTHESLINES** – Clotheslines are permitted in all areas of Foxwood so long as the clotheslines structure is located in the side or back yards and totally screened from view from the street, sidewalk easements, and from all adjoining property.

Chapter 7 MOTOR VEHICLES, TRAILERS, AND OTHER CRAFT

7.01 DEFINITIONS – For purposes of this Chapter:

- A. The term “motor vehicle” shall mean any vehicle which has two or more wheels and which is of a type subject to being titled by the State of Florida, regardless of whether said vehicle is actually titled in Florida; and
- B. The term “closed structure” shall mean 1) an attached garage or 2) a wall or fence (but not a split rail fence) that is no less than six feet in height above ground level as measured from the foot of the wall or fence and where such wall or fence encloses the entire area on the Lot located behind a line parallel to the front wall of the dwelling located on the Lot.

7.02 PROHIBITED VEHICLES – Unless an exception applies as stated in these Rules or the Declaration, the parking of the following types of motor vehicles is strictly prohibited at any time on Lots, driveways, or any streets (public or private) within Foxwood.

- A. Recreational vehicle-type units as defined by Florida Statutes Section 320.01(1)(b), including but not limited to, travel trailers, camping trailers, truck campers, motor homes, private motor coach, park trailers, and fifth-wheel trailer, also as those terms are defined in Ch. 320.01(1)(b), Fla. Stat.
- B. Mobile homes as defined by Florida Statutes Section 320.01(2).
- C. Trailers as defined by Florida Statutes Section 320.01(4).
- D. Semitrailers as defined by Florida Statutes Section 320.01(5).
- E. Truck tractors as defined by Florida Statutes Section 320.01(11).
- F. Any motor vehicle as defined by Florida Statutes Section 320.01(1) to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods or equipment other than personal effects of the passengers.
- G. Boats and personal watercraft, where personal watercraft means a vessel less than sixteen feet in length which uses an outboard or inboard motor.
- H. Limousines.
- I. As required by Seminole County Code of Ordinances Section 250.75, other than to load or unload merchandise, no trucks having a rated load limit of more than two tons or having more than two axles; and no truck of any size, which has operating motorized cooling units.

- 7.03 **NUMBER OF VEHICLES** – There shall not be parked upon any Lot, or public street within Foxwood, more than two permitted motor vehicles (as defined in 7.01) per single family home, plus one additional motor vehicle for every bedroom located within said single family home, at any one time attributable to any one Lot.
- 7.04 **OTHER PARKING RESTRICTIONS.** – The following additional restrictions on parking apply:
- A. Except as otherwise permitted by the Declaration and these Rules, there will be no parking on unpaved areas of any Lot unless the parking is done within an enclosed structure. But in any event, no parking is permitted on the grass and sidewalk areas of the county's right-of-way, including the right-of-way along Sand Lake Road and Hunt Club Boulevard.
 - B. As required by Seminole County Code of Ordinances Section 250.70, no person shall park any vehicle upon a street, other than an alley, in such a manner or under such conditions as to leave available less than 12 feet of the width of the roadway for free movement of vehicular traffic.
 - C. As required by Seminole County Code of Ordinances Section 250.74, no person shall park a vehicle in such a manner as to interfere with or obstruct a mailbox.
 - D. As required by Seminole County Code of Ordinances Section 250.76, no person shall park a vehicle that is required to display a license tag upon any street within Foxwood unless said vehicle is displaying a valid current license tag.
 - E. As required by Florida Statutes Section 316.1945, no person shall park a motor vehicle on a sidewalk or, except momentarily to pick up or discharge a passenger or passengers, within 15 feet of a fire hydrant.
- 7.05 **PARKING EXCEPTIONS** –
- A. A utility trailer, house trailer, travel trailer, camper, boat trailer and boat may be placed on a Lot only for loading and unloading or if in a closed structure or garage, and if stored in a closed structure, that structure must not be located in an area to the front of a line parallel to the front wall of the dwelling. For the purposes of loading and unloading, parking must be done in a legal fashion and shall not exceed twelve consecutive hours in a twenty four hour period.
 - B. Sections 7.02A, 7.02C, 7.02F, 7.02G, and 7.03, shall not apply to short term (not longer than five consecutive days within any 30 day period) parking of vehicles defined therein belonging to bona fide visitors, guests, and invitees.
 - C. Sections 7.02 and 7.03 shall not apply to motor vehicles belonging to service or delivery companies that are performing services for or deliveries to a Lot but only so long as such motor vehicles are not present for longer than one day within any 30 day period or for such other time as permitted in a variance granted by the Board.
 - D. Subject to restrictions on time and location, nothing in this Chapter shall be construed to prohibit bona fide loading and unloading of goods from motor

vehicles belonging to service or delivery companies that are performing services for or deliveries to a Lot.

Chapter 8 ACCESSORY BUILDINGS, PLAYHOUSES, BASKETBALL GOALS

- 8.01 **APPROVAL** – The material, location, and design of all accessory buildings, playhouses and basketball goals shall be subject to the prior approval of the ACC.
- 8.02 **MAINTENANCE** – All such structures must be maintained in a manner satisfactory to the Board. This includes, but is not limited to keeping such structures painted, rust free, and structurally sound, to replace damaged or deteriorated parts, and, if applicable, maintain a secure watertight roof.
- 8.03 **ACCESSORY BUILDINGS** – The following restrictions shall apply to free standing, detached accessory storage or utility buildings in Foxwood:
- A. **MAXIMUM HEIGHT** – The maximum height of the structure shall be eight feet. The structure may exceed this height by a maximum of four inches to allow for a building foundation.
 - B. **MAXIMUM SIZE** – The maximum size shall be equal to two hundred square feet.
 - C. **COLOR** – Unless otherwise approved by the ACC, the color of the structure must be the same as that of the house or the trim of the house, which is located on the same Lot and the shingles, if any, must be the same style and color as on the house located on the Lot.
 - D. **SCREENING** – All such structures must be screened from view to a height of at least six feet by a wall, fence or other screen approved by the ACC. Screening must cover at least the bottom six feet of the structure and the foundation, if any.
- 8.04 **PLAYHOUSES** –
- A. **COLOR** – Unless the playhouse is commercially prefabricated, or unless otherwise approved by the ACC, the color of the playhouse must be the same as that of the house or the trim of the house which is located on the same Lot and the shingles, if any, must be the same style and color as the house located on the Lot.
 - B. **STRUCTURE** – To maintain the quality of the community appearance, the structure shall be commercially produced. A non-commercial structure may be approved on an individual basis if the ACC determines that the appearance is within community standards.
- 8.05 **BASKETBALL GOALS** –
- A. **HEIGHT AND SIZE** – No basketball goal shall have a height that exceeds the height allowed by the National Basketball Association (NBA). No basketball backboard shall exceed the maximum size allowed by the NBA.
 - B. **SUPPORTING STRUCTURE** – All basketball goals shall be free standing and may not be attached to any building on the Lot. To maintain the quality of the community appearance, the supporting structure shall be commercially produced.

A non-commercial structure may be approved on an individual basis if the ACC determines that the appearance is within community standards.

- C. **LOCATION** – Location approval will take into consideration, among other things, the proximity of adjacent structures and game play areas. Installation over grass or a non-paved area will not be permitted if any possible damage to the ground cover will be visible to a person standing in adjacent public or private areas. Placing a permanent basketball goal is not permitted on the street, sidewalk, or in an easement. When not in use, a moveable basketball goal must not be left in the street, on a sidewalk or in an easement.
- D. **COLOR** – The preferred paint color for the supporting structure is black.

Chapter 9 PARK

- 9.01 **OPERATION AND USE** – Use of Foxwood parks is at the sole risk of the attendee. Attendance of twenty (20) or more persons for an event or activity at a Foxwood park must be scheduled in advance through the Management Company. The scheduling of any such event or activity shall be governed by the following:
 - A. A group must be represented by a Foxwood resident who is willing to assume responsibility for the actions of the group and who will submit an event scheduling form to the Management Company.
 - B. The Management Company will present the scheduling request at the next regular or special Board meeting. The Board may request the applicant to make a short presentation of the event plans if the Board determines the impact of the event to be significant to the parks or surrounding residents. The Board may request that the group agree, in writing, to certain conditions as a pre-requisite to approval.
 - C. Events or activities may be allowed so long as the subject use will not unreasonably impact the use by other Foxwood residents and their guests and the peace and quiet of the residents living close to the parks. In order to insure that the above standards will be met, the Board will give particular attention to the time of day that the use will occur along with the type of use and the number of persons involved.
- 9.02 **PARKS RULES IN GENERAL** – The use of the park and common areas within Foxwood are restricted to Foxwood residents and their guests.
- 9.03 **HOURS** – The park is open for use during daylight hours and closes at dusk.
- 9.04 **NOISE AND DISTURBANCES** – The use of public address systems, spotlights and whistles are prohibited unless specifically authorized in writing by the Board.
- 9.05 **TRASH** – It shall be the responsibility of all persons using the park to clean up and remove their trash and pet droppings. If it becomes necessary for the Association to clean up such trash, the cost of such clean-up will be assessed to the person or persons failing to clean up. In the event it becomes necessary for the Association to

clean up trash left in the parks by a scheduled group, the person or persons who applied for the scheduling shall be personally assessed the cost of such clean up.

- 9.06 **ANIMALS** – Animals are prohibited from Foxwood park areas with the exception of domestic pets, provided that such pets are kept on a leash at all times or unless such animals are within a designated fenced pet area.
- 9.07 **PROHIBITED ACTIVITIES** – No motor vehicles, trailers, boats or personal watercraft (except non-motorized canoes and kayaks) other than those used by the Association or its agents for the purpose of maintaining the park and common areas within Foxwood, shall be permitted in the park or on any common area in Foxwood. Unless an exception exists in these Rules, firearms, fireworks, bonfires, rockets, archery, aircraft, swimming, paintball, boating (except non-motorized canoes, kayaks and rafts), and golf are not permitted in Foxwood park.
- 9.08 **COMMUNITY SUPPORT** – In the interest of maintaining positive community support, the persons using Foxwood park shall make every effort to minimize their impact on homeowners living adjacent to the park. The failure of any person to make such effort shall be deemed a violation of these Rules.

Chapter 10 ARCHITECTURAL REVIEW AND INFRACTION ENFORCEMENT

- 10.01 **APPLICATION PROCEDURE FOR ARCHITECTURAL APPROVALS** – Concerning all applications to the ACC for architectural approvals:
- A. All applications shall be submitted on a form approved by the Board, which shall be available from the Management Company. Upon completion, the form and any necessary or required attachments shall be submitted to the Management Company for transmittal to the ACC.
 - B. In the event that any matter which is subject to the ACC's approval pursuant to the Declaration or these Rules is to be constructed in close proximity to any easement areas (as provided on any plat or in any Declaration), the ACC and the Board shall have the authority to require the applicant to take any of the following actions before the ACC or the Board considers the proposed plans for approval or disapproval:
 - 1) Provide the ACC with a survey of the subject property, prepared by a surveyor licensed in the State of Florida and bearing the surveyor's seal, depicting the exact location of the improvement in relation to the easement area.
 - 2) Employ a surveyor licensed in the State of Florida to place metal surveying stakes on the subject property directly upon, and indicating the exact location of, any easement areas.

Chapter 11 COVENANT AND RULE INFRACTION ENFORCEMENT

11.01 GENERAL ADMINISTRATIVE PROCEDURES –

- A. When the Association becomes aware of an infraction of these Rules or other of the Association's Governing Documents, if the infraction is not timely remedied,

the Board may take further efforts, as allowed by law, to obtain compliance, including, but not limited to:

- 1) Direct that further administrative attempts be made to obtain voluntary compliance, such as an additional notice or other communication attempts.
- 2) Suspend either or both voting rights and the right to use the common areas.
- 3) Other than for the non-payment of assessments, seek compliance through dispute resolution procedures according to Florida law, which include but are not limited to pursuing litigation.

11.02 COMPLIANCE COMMITTEE – If the Board has levied a suspension, then in compliance with Florida Statute 720.305, prior to imposing the suspension, a Compliance Committee appointed by the Board shall determine whether the proposed suspension should be confirmed or rejected. All Compliance Committee members shall serve at the pleasure of the Board and may be removed with or without cause by the Board at any time.

11.03 COMPLIANCE COMMITTEE SUSPENSION PROCEDURE –

- A. The required Compliance Committee notice shall include a description of the alleged infraction(s), the date, time and place that the committee hearing will be held where the alleged violator may appear to address the issue. No later than 10 days before the hearing, the alleged violator may submit a written request to the Management Company for a reasonable change to the date and time of the hearing to accommodate a schedule conflict, which the Board may grant in its sole discretion. In order to be valid, the written request must include a reason for the requested change and a proposed new date and time. The Board will notify the alleged violator by mail or hand delivery of the decision whether to grant the change.
- B. Multiple infractions by the same person may be discussed at the same hearing.
- C. At the Committee hearing, a Committee representative shall present evidence reflecting that the proper notice was served on the alleged violator, and shall then present the case to the Committee. The alleged violator may represent himself or herself and shall have the right to be represented by counsel at the hearing. Both the Committee representative and the alleged violator shall have the right to present such evidence as they deem appropriate and may present and cross-examine witnesses. Strict rules of evidence under Florida's Evidence Code shall not be required.
- D. The Committee has the right to continue any hearing for such periods of time that it deems necessary in order to insure that full information is presented upon which to make a decision. Appropriate notices of such continuances must be given to the alleged violator by mail or hand delivery.

- E. If notice is given as required above, the failure of an alleged violator to appear at the hearing shall in no way impede the completion of the hearing or the decision whether to accept or reject a suspension.
 - F. The Committee shall make a written report to the Board regarding the Committee's decision to confirm or reject the suspension levied by the Board. If the alleged violator is involved in multiple infractions, then the committee may consolidate all information into one report. All such reports must, at a minimum, contain the following information:
 - 1) The name of the Lot Owner or the Owner's tenant, guest or invitee who is allegedly in violation (the "violator");
 - 2) The address and legal description, if applicable, of the infraction location;
 - 3) A brief description of the infraction, along with the citation of the section of the appropriate Governing Document that has been violated;
 - 4) Any other information deemed important by the committee, such as photographs and documentation submitted for the hearing.
- 11.04 **SUSPENSIONS FOR NON-PAYMENT OF ASSESSMENTS** – Suspensions of use rights for the non-payment of assessments may be imposed by the Board in conformance with the terms of Article II of the Declaration and shall not be submitted to the Compliance Committee for review and action, but instead shall be handled at a hearing before the Board at a regular or special meeting of the Board.
- 11.05 **OTHER SUSPENSION DETAILS** –
- A. The Board may impose a suspension for each violation.
 - B. The Board may prepare, but has no duty to prepare, a schedule of suspensions for particular violations.
 - C. The Board also reserves the right, but not the duty, to waive any one or more suspensions.

Chapter 12 USE OF PROPERTY

- 12.01 **RESIDENTIAL USE OF PROPERTY** – The term "residential purpose" as used in the Declaration and these Rules shall be defined as any non-commercial and non-industrial activity reasonably suited for a community of single family homes. By way of example and not of limitation, the following activities are deemed to be a "non-residential purpose":
- A. The sale of gasoline or other flammable products;
 - B. The operation of a day care facility, except as allowed by 12.02 below;
 - C. The repair of motor vehicles for profit;
 - D. The commercial warehousing or storage of goods;

- E. Any activity which unreasonably increases vehicular traffic on or surrounding a particular residence or Lot;

12.02 **FAMILY DAY CARE HOMES** – In consideration of the State of Florida expressed public policy favoring certain limited family day care use in residential areas (see, for example, Sections 125.0109, 166.0445, Florida Statutes), and while commercial day care facilities are still prohibited in Foxwood, the Association will treat the following described family day care homes as a residential use. But to avoid traffic congestion, a concentration of Day Care's in the area in proximity to the proposed location, and a substantial alteration the nature and character of Foxwood, and also to protect the general comfort and welfare of other Owners and residents of Foxwood, the following limitations also apply:

- A. **FOXWOOD FAMILY DAY CARE HOME DEFINITION** – for purposes of this rule, a "FOXWOOD Family Day Care Home" ("Day Care") means: An occupied residence in which child care is regularly provided for no more than five preschool children from more than one unrelated family and which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit. The maximum number of five preschool children includes preschool children living in the home and preschool children received for day care who are not related to the resident caregiver. Elementary school siblings of the preschool children received for day care may also be cared for outside of school hours provided the total number of children, including the caregiver's own and those related to the caregiver, does not exceed 10.
- B. **FOXWOOD FAMILY DAY CARE HOME, WHEN ALLOWED** – A Day Care will be allowed in Foxwood only if the following standards are met:
 - 1) Application: Prior to the commencement of the operation of any Day Care, the Owner or resident of the Lot upon which the services will be supplied must submit an application to the Association reflecting at least the following information:
 - a) Location: the exact location of the proposed Day Care.
 - b) Owner's Approval: Documentation showing that the applicant owns the Lot upon which the Day Care will be operated or, if the applicant does not own the Lot, proof that the Lot Owner approves of such use of the property.
 - c) DCF License: A certified copy of the applicant's license to operate a Family Day Care Facility on the applicant's property from the Florida State Department of Children and Family Services. ("DCF").
 - 2) Distance Requirements: No Day Care will be permitted if it will be located within a radius of 1,000 feet of another existing Day Care. This distance requirement shall be measured from the nearest point of the Lot line of the Lot upon which the existing Day Care is located to the nearest point of the Lot line of the Lot upon which the proposed Day Care will be located.

- 3) Approval of Applications: If the Association determines that the applicant owns the Lot upon which the proposed Day Care will be located, or that the Lot Owner approves of such use, and further determines that the applicant has a current, valid DCF license, then the application shall be approved if the location standards as set forth above are met. Otherwise, the application will not be approved.
- 4) Failure to Maintain License: Because the approval of the Day Care is based in part on the holding of a valid DCF license, the Association's approval automatically expires if the license is revoked or made invalid for any other reason.
- C. **GRANDFATHERED DAY CARE'S** – Any Day Care which was in existence on the effective date of this rule will be permitted to continue in operation as long as the operator of the facility had a Florida State Department of Children and Family Services license for that location on that date and supplies proof of the same to the Association within sixty (60) days from the date that the owner of the Day Care receives written notice from the Association to do so. The distance requirement shall not apply to these grandfathered facilities.
- D. **APPROVALS ARE PERSONAL** – Any approvals granted by the Association shall be personal to the applicant and shall not be assignable to any other person. The approval shall not run with the land.
- E. **BABYSITTING EXCLUDED** – This rule shall not apply to periodic babysitting services supplied by residents of Foxwood and the same may be continued without Association approval.

Chapter 13 VARIANCES

- 13.01 **GENERAL PROCEDURE** – Any Lot Owner may request a variance from the prohibitions provided for in the Declaration, the Plat for Foxwood, or these Rules, subject to the following provisions:
 - A. **APPLICATION** – All such variance requests shall be made by filing an application for the same on a form which is promulgated from time to time by the Association. The application may require surveying, engineering and other necessary information, which shall be supplied by and at the expense of the applicant.
 - B. **NOTICE** – Notice of the application and the time and place of the hearing of the same by the Association shall be given by first class mail, postage prepaid, to all Owners of Lots that abut and adjoin the Lot in question.
 - ❖ A proposed form of notice is attached to these Rules as an Exhibit A.
 - C. **TIME OF HEARING** – The Association shall hear the variance request at the next scheduled regular Board meeting only if the application, and all necessary information, is submitted to the Association, through its Management Company, at least fifteen (15) working days prior to that meeting. If the application is not

timely filed, then the hearing may be held over until the next scheduled regular Board meeting or the Association may hold the hearing if justice will be served. The Association reserves the right, but shall not have the obligation, to hear any variance request at a special Board meeting.

- D. **EVIDENCE** – At the variance hearing, all parties in attendance shall have a reasonable opportunity to present facts, evidence and testimony, subject to Board discretion concerning such matters as time, relevance and repetition. However strict rules of evidence under Florida's Civil Rules of Evidence shall not be required.
- E. **DECISION** – If at the time of the close of the hearing the Association is in possession of all information necessary to reach a decision, then the Association will render a decision no later than the next scheduled regular Board meeting after the close of the hearing. If a variance application was heard at a special Board meeting, then the Association will render a decision no later than the next scheduled regular Board meeting that is at least thirty (30) days after the hearing. The Board, in its sole discretion, shall decide when the hearing is closed. The time periods may be extended with the approval of the applicant.
- F. **PROHIBITION** – Under no circumstances can or will the Association grant variances that will result in violation of Florida law or Foxwood's Governing Documents. And the ACC shall deny any application that is filed for the construction of any improvement, including, but not limited to, any fence, wall, pool, pool deck, pool enclosure, or placement of any item, including, but not limited to, a utility shed, that is within any easement located within Foxwood.

13.02 **GENERAL VARIANCE STANDARDS** – A variance will not be granted unless it is demonstrated to the satisfaction of the Board that:

- A. Special conditions and circumstances exist which are peculiar to the land involved which are not applicable to other lands in Foxwood.
- B. The special conditions and circumstances do not result from the actions of the applicant.
- C. Approval of the variance requested will not confer on the applicant any special privilege that is denied by the Association's Governing Documents to other lands.
- D. Literal interpretation of the provisions contained in the Association's Governing Documents would deprive the applicant of rights commonly enjoyed by other properties in Foxwood and would work unnecessary and undue hardship on the applicant.
- E. The variance approved is the minimum variance that will make possible the request.
- F. Approval of the variance will be in harmony with the general intent and purpose of the Association's Governing Documents and such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

G. The Board has considered all additional applicable specific factors as set forth in section 13.04

13.03 VARIANCE CONDITIONS – In granting any variance, the Association may prescribe appropriate conditions and safeguards. The violation of such conditions and safeguards shall be deemed a violation of the Governing Documents and shall subject the applicant to the penalties provided for therein. At a minimum, each variance shall carry with it a condition that all record Owners of the subject Lot will execute an agreement in recordable form which will contain provisions such as the following:

- A. That, in addition to the Governing Documents, all construction is subject to governmental restrictions.
- B. That, if at any time the variance violates any provision contained in the Governing Documents or Florida law, the Owner shall remove the improvement at the Owner's sole expense.
- C. That the Owner shall hold the Association harmless against any loss, injury or damage which might occur to the Owner and to any third party as a result of granting the variance.

❖ An example of such an agreement is attached these Rules as Exhibit "B".

13.04 SPECIFIC FACTORS – In addition to the general standards outlined above, the Board shall review the following specific factors. These factors are for example only and other factors may be used by the Board in making its decisions.

- A. The improvement should not:
 - 1) damage or interfere with the installation, use and maintenance of utilities, or
 - 2) obstruct or retard the flow of water through drainage channels in the easements, or
 - 3) interfere with the construction or use of sidewalks or associated facilities.
 - 4) interfere with the sight lines for traffic safety, or
 - 5) unreasonably block the views that presently exist for surrounding houses, or
 - 6) create drainage problems for surrounding properties.
- B. Consider the distance from and location of the proposed improvement a) to other abutting or surrounding sidewalks, associated facilities, or other improvements, whether or not located in or across an easement.
- C. Consider the effect of the proposed improvement on major landscaping areas and existing trees.
- D. In the case of replacement of an existing improvement, the location of the improvement which is being replaced.

Chapter 14 ANNUAL MAINTENANCE ASSESSMENTS

14.01 **ASSESSMENT PERIOD** – The annual assessment period for Foxwood shall be the calendar year.

14.02 PROCEDURES FOR COLLECTION OF ASSESSMENTS

A. PAYMENT DATES, DELINQUENCIES, LIENS, COLLECTIONS –

- 1) Unless specifically changed by the Board, annual assessments are due on February 1 of each year.
- 2) Assessments not received by March 1 are delinquent and interest shall accrue from the due date of Feb 1.

14.03 INSTALLMENT PAYMENTS –

A. **INSTALLMENT PAYMENT REQUEST** – Any Lot Owner or other person obligated to pay assessments to the Association may request to pay in installments by submitting a written request to the Association. The Board will consider the request at a scheduled regular Board meeting. The decision whether to accept or reject the request is within the sole discretion of the Board.

Chapter 15 TREE REMOVAL

15.01 **PERMIT REQUIRED** – Before any tree measuring six inches (6") or more in diameter at ground level may be removed, the Lot Owner must obtain the written approval of the Association unless the tree is located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building.

15.02 **WHEN PERMIT WILL BE ISSUED** – Tree removal permits will only be issued if the applicant can establish, to the satisfaction of the ACC, that one of the following circumstances exist:

- A. The tree is diseased, injured, is in danger of falling, or is considered an invasive or noxious species;
- B. The tree is so close to an existing or proposed structure that it will endanger such structure, interfere with the installation and maintenance of utility service, or otherwise create an unsafe condition upon the Lot or the surrounding land;
- C. The tree is changing the direction of the flow of drainage channels in easements or is obstructing or retarding the flow of water through the drainage channels in the easement; or
- D. The tree is interfering with the Association's facilities

15.03 **CONDITION OF APPROVAL** – As a condition of granting a permit, the applicant may be required to relocate the tree being removed to another location on the same Lot or may be required to replace the tree being removed with another tree of the same type or of a type listed on Exhibit C that is attached to these Rules.

- 15.04 **APPEAL RIGHTS** – Any applicant who is aggrieved by a the decision of the ACC about the removal or replacement of the tree(s) may appeal the decision to the full Board, which has the right to uphold, reverse or amend the decision of the ACC in its sole discretion.
- 15.05 **OTHER RESTRICTIONS** – In addition to the above, it will be the responsibility of any person who wishes to remove a tree to ensure that they have complied with all other tree removal restrictions, including, but not necessarily limited to, governmental requirements and restrictions.

Chapter 16 COLOR OF HOUSES, FENCES AND OTHER STRUCTURES

- 16.01 **DEFINITIONS** – For purposes of this rule, the terms “paint”, “painted”, “repainting” or “painting” shall refer to the establishment of paint, stain, or other coating of any type (including siding) to the exterior of a house, fence or any other structure in Foxwood.
- 16.02 **ACC APPROVAL REQUIRED** – To insure that a consistent and harmonious scheme of exterior colors exist in Foxwood, prior approval by the ACC is required before the exterior of any house, fence, wall or other structure or improvement located in Foxwood is painted. This applies to the re-painting as well as the initial painting of any such house, fence, wall or other structure.
- 16.03 **SUBMITTAL REQUIREMENTS, EXCEPTION** – Except as provided below, in addition to the general information required on all ACC applications, all applications for painting must contain a color sample of the paint. Where more than one color or variation of a color is planned, the application must also include the location where each specific color or variation of color will be used. The ACC will review the application and will only approve the color if it is in harmony with the overall general and existing scheme of exterior colors in Foxwood. For purposes of this review, the ACC may disregard those limited houses, fences, walls and other structures and improvements which are presently outside of the overall general and existing scheme of exterior colors in Foxwood.
- 16.04 **PRE-APPROVED AND PROHIBITED COLORS** – The Board reserves the right, but not the duty, to adopt, from time to time, lists of pre-approved or prohibited colors for use in Foxwood. These colors may be pre-approved or prohibited for use on designated areas (e.g. trim, main structure, fences). The date of such list was created will be shown on the list and the list will be kept in the Association's records on file with the Management Company. To use a pre-approved color, the applicant, in addition to the general information required on all ACC applications, must only reflect the proposed color, and the location that the color will be used. The ACC will not approve any application for the use of a prohibited color.

Chapter 17 INSPECTION AND COPYING OF OFFICIAL RECORDS

17.01 PROCEDURE –

- A. An Association member (as defined under Florida law) or a member's authorized representative (hereinafter “Member”), desiring to inspect or copy the Association's records shall submit a written request, by certified mail, return
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receipt requested, to the Secretary or Manager of the Association. The request must specify the particular record subject to inspection or copying including pertinent dates or time periods. The request must be sufficiently detailed to allow the Association to retrieve the records requested.

- B. Inspection and copying of records shall be limited to those specifically requested.
 - C. Inspection and copying of records shall be limited to no more than one 8-hour business day per month unless good cause is shown.
 - D. Inspection and copying of records will be limited to those records that exist at the time of the request. No request for future documents will be accepted.
 - E. The Association will not create or generate a document or a report that it would not otherwise create or generate unless it is required to do so by law or by its Governing Documents.
 - F. The Association will not conduct a topical record search (e.g. a request for all minutes where a particular item was discussed).
 - G. The Association will make the records available for inspection or copying at the Association's office, electronically via the Internet, or in electronic format on a computer screen and printed upon request. No Member shall remove original records from the location of inspection. No alteration of the original records shall be allowed.
 - H. The time frame, as required by law, for the Association to make the records available for inspection or copying may be extended by agreement of the Member or by a reasonable additional time in the event records are so voluminous or otherwise in such condition as to render the otherwise required time frame unreasonable. The Association shall notify the Member that the records are available and the time, date and place for such inspection or copying. Inspection and copying of records shall be done only during normal business hours. For the purposes herein, the term "business day" shall mean Monday through Friday, exclusive of federal, state and local holidays on which the office of the Association is closed. For purposes herein, "normal business hours" shall be the hours that the Association office is customarily open, or the hours at the location where the records are inspected is customarily open, or if there are no customary hours, then 9:00 a.m. to 12:00 noon, and 1:00 p.m. to 5:00 p.m. of each business day.
- 17.02 **FEES** – As allowed by the Florida Homeowner's Association Act, the Association may impose fees to cover the costs of providing copies of the official records, including the costs of copying and the costs required for personnel to retrieve and copy the records.

17.03 **MANNER OF INSPECTION** –

- A. No written request for inspection or copying shall be made in order to harass any Owner, resident or Association agent, officer, director or employee.

including the costs of copying and the costs required for personnel to retrieve and copy the records.

17.03 MANNER OF INSPECTION –

- A. No written request for inspection or copying shall be made in order to harass any Owner, resident or Association agent, officer, director or employee.
- B. All persons inspecting or requesting copies of records shall conduct themselves in a business-like manner and shall not interfere with the operation of the Association office or the office where the records are otherwise inspected or copied.

17.04 EXCEPTIONS TO RECORDS – Records which are restricted by law, including but not necessarily limited to, Chapter 720.303, Florida Statutes, from inspection and copying shall not be made available for inspection or copying.

[The remaining space below has been intentionally left blank. This document continues on the following pages with Exhibits A, B, and C, and the page for execution of the document.]

Exhibit "A"

**FOXWOOD COMMUNITY ASSOCIATION, INC.
NOTICE OF VARIANCE HEARING**

PLEASE TAKE NOTICE, that on _____, the _____ day of _____, 20_____, at the hour of _____ a.m. / p.m., or as soon thereafter as the matter can be heard, the Board of Directors of the Foxwood Community Association, Inc. will hold a hearing on the request submitted by the applicant listed below. This request is for a variance from the terms of Foxwood's Governing Documents as described on the attached form. The subject hearing will be held at _____ {hearing location}. You are invited to attend and participate in the hearing. If you have any questions concerning this matter, please contact the Association's Management Company at: {enter Management Company contact information}

Applicant Name:

Applicant Address:

Association Manager

Exhibit "B"

VARIANCE CONDITIONS

WHEREAS, the undersigned person or persons("Owners") own that certain parcel of real property ("Property") identified as follows, which Property is located in the Foxwood Community:

{Enter property legal description, street address and parcel identification number}

WHEREAS, the Owners wish to construct an improvement in an easement that is located on the Property, which construction can only occur if the board of Directors of the Foxwood Community Association, Inc. ("Association") approves a variance to permit the same, and

WHEREAS, on _____, 20____, the Association approved the variance which is described on the attached Exhibit A, and

WHEREAS, as a condition of the granting of such variance, it was required that the Owners agree to the following,

NOW THEREFORE, in consideration of the granting of such variance, the Owners hereby understand and agree as follows:

1. It is understood that, in addition to the approval granted by the Association, all construction in the easement area is subject to governmental restrictions and approvals, including, but not limited to zoning approvals and building permits.
2. It is agreed that if it is ever determined by a court of competent jurisdiction that the variance violates any provisions contained in the Association's Governing Documents that apply to the Property, the Owners shall remove the improvement at the Owners' sole expense.
3. The Owners shall hold the Association harmless from and indemnify the Association against any loss, injury or damage which might occur to the Owners and any third party as a result of the granting of the variance.
4. It is understood that the Association has not contacted any other holder of easement rights in and to the subject easement area nor will it do so and it is further understood that the Association is not the final legal authority as to whether the anticipated

Exhibit "B"

construction in the easement area will interfere with the use of the easement by other permitted users thereof. Therefore, the Owners shall hold the Association harmless from and indemnify the Association against any loss, injury or damage which might occur to any such other easement users as a result of the granting of the variance.

By granting this approval, the Association in no way approves the abandonment or vacation of the subject easement or any portion thereof.

IN WITNESS WHEREOF, the undersigned owners have caused this instrument to be executed this _____ day of _____, 20____.

WITNESSES:

Owner:

Print Name:

Print Name

Print Name:

Address:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, and _____ who is/are personally known to me or who has produced _____ (type of identification) as identification.

Notary Public

Print name: _____

Commission No.: _____

My Commission Expires: _____

Exhibit "C"

Approved Replacement Trees

Loquat (<i>Eriobotrya Japonica</i>)	Pine (<i>Pinus species</i>)
Live oak (<i>Quercus virginiana</i>)	Laurel oak (<i>Quercus laurifolia</i>)
Water oak (<i>Quercus nigra</i>)	Red maple (<i>Acer rubrum</i>)
Sweet gum (<i>Liquidambar styraciflua</i>)	Sycamore (<i>Platanus occidentalis</i>)
Tulip tree (<i>Liriodendron tulipifera</i>)	Golden rain tree (<i>Koelreuteria formosana</i>)
Sweet viburnum (<i>Viburnum odoratissimum</i>)	Cypress (<i>Taxodium species</i>)
Slash pine (<i>Pinus elliotti</i>)	Southern magnolia (<i>Magnolia grandiflora</i>)
American holly (<i>Ilex opaca</i>)	Dahoon holly (<i>Ilex cassine</i>)
Cherry laurel (<i>Prunus caroliniana</i>)	Southern red cedar (<i>Juniperus siliciicola</i>)
Crepe myrtle (<i>Lagerstroemia indica</i>)	Black cherry (<i>Prunus serotina</i>)
Glossy privet (<i>Ligustrum lucidum</i>)	Flowering dogwood (<i>Cornus florida</i>)
Redbud (<i>Cercis canadensis</i>)	Chickasaw plum (<i>Prunus angustifolia</i>)
Jerusalem thorn (<i>Parkinsonia aculeata</i>)	Swamp tupelo (<i>Nyssa sylvatica biflora</i>)
Coast pignut hickory (<i>Carya glabra milogarpa</i>)	Pecan (<i>Carya illinoensis</i>)
Weeping willow (<i>Salix app.</i>)	Fringe tree (<i>Chionanthus virginica</i>)
Oak (<i>Quercus species</i>)	Loblolly bay (<i>Gordonia lasianthus</i>)

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The foregoing Codified Rules and the included Exhibits A, B, and C, were adopted by the Board of Directors for the Foxwood Community Association, Inc. at a duly noticed meeting of the Board of Directors held on November 5, 2019.

Herbert Weissman

Herbert Weissman, as Association President

State of Florida
County of Seminole

The foregoing instrument, being the Codified Rules of the Foxwood Community Association, Inc. adopted by the Board of Directors for the Foxwood Community Association, Inc. on November 5, 2019, was acknowledged before me this 5th day of December, 2019, by Herbert Weissman, as the President for the Foxwood Community Association, Inc.

Ceryl Miles

Print, Type of Stamp Name of Notary

CERYL MILES

Personally known ✓

OR Produced Identification _____

Type of Identification Produced _____

