

EXHIBIT A
List of Documents

Autumn Run Homeowners' Association, Inc.

1. Declaration of Covenants, Conditions and Restrictions for Autumn Run Orange County, Florida, dated August 17, 1990 and recorded at Official Records Book 4236, Page 2504, Public Records of Orange County, Florida on November 13, 1990.
2. Articles of Incorporation of Autumn Run Homeowner's Association, Inc., dated August 15, 1990, unrecorded and file with the State on August 27, 1990.
3. By-Laws of Autumn Run Homeowner's Association, Inc., undated and unrecorded.
4. Plat.

ATMNRO - Exhibit A
6/8/2012 - mrr

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PW#170

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AUTUMN RUN ORANGE COUNTY, FLORIDA

THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AUTUMN RUN, ORANGE COUNTY, FLORIDA (hereinafter referred to as the "Declaration"), made on the date hereinafter set forth by TOMPKINS INVESTMENT GROUP INCORPORATED, a Delaware corporation authorized to do business in Florida, (hereinafter referred to as "Declarant") with the principal mailing address of 1637 East Vine Street, Kissimmee, Florida 34744.

WITNESSETH:

WHEREAS, Declarant is the sole record owner in fee simple of certain real property (hereinafter referred to as the "Property") located in Orange County, Florida, (hereinafter referred to as the "Property"), which is more particularly described as follows:

Lots 1 through 60, and Tracts D and E, AUTUMN RUN, according to the plat thereof as recorded in Plat Book 27, Page 27-28, Public Records of Orange County, Florida.

Rec Fee \$ 27.00
Add Fee \$ 2.00
Doc Tax \$
Int Tax \$
Total \$ 64.50
By: [Signature] Deputy Clerk

364856 1. ORANGE CO. FL.
10:25:40AM 11/13/90

WHEREAS, Declarant desires to develop the Property as a subdivision known as "Autumn Run"; and

OR 233 PG 2504

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities within the Property and for the maintenance of screening walls, open space, buffer areas, entry features, and other common facilities, and to this end desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent Owner of all or part thereof; and

WHEREAS, it is the intention of the Declarant to develop the Property and build residential housing units thereon; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities within the Property to create a homeowners' association to which shall be delegated and assigned the powers of maintaining and administering certain designated Common Area properties and facilities within the Property, which areas, where applicable, shall be specifically designated on the plat of the Subdivision, as hereinafter defined; administering and enforcing this Declaration; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Florida, a non-profit corporation called Autumn Run Homeowner's Association, Inc. (hereinafter referred to as the "Association"), for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant declares that all Property 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 Property and be binding on all parties having any right, title or interest in the Property 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 AUTUMN RUN HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit, its

Prepared by: Margaret T. Waller, Esq.
1637 East Vine Street
Kissimmee, FL 34744

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successors and assigns.

Section 2. "Common Area" shall mean all real property, including the improvements thereon, owned by the Association for the common use and enjoyment of the Members of the Association, whether acquired by purchase or conveyance from the Declarant, its successors or assigns, by dedication on a plat or plats of the Property or otherwise. The Common Area shall be identified by tract on the plat of the Property, and shall be subject to the dedication set forth on the plat. The term "Common Area" shall also include any tangible or intangible personal property acquired by the Association. All Common Area is to be maintained by the Association and devoted to and intended for the common use and enjoyment of the members of the Association, their families, guests, persons occupying Dwelling Units (as hereinafter defined) on a guest or tenant basis, to the extent authorized by the Board of Directors of the Association.

Section 3. "Lot" shall mean and refer to any plot of land shown upon the plat of all or a portion of the Property which Lot is intended to have a Dwelling Unit constructed thereon; provided, however, that there shall be excluded from the definition of Lot, the Common Area, Dedicated Areas and/or streets.

Section 4. "Dwelling Unit" shall mean and refer to any building or portion thereof constructed on a Lot and intended for use and occupancy as a single family residence susceptible to ownership in fee simple as to which Dwelling Unit a certificate of occupancy has been issued by the applicable governmental authorities, whether such Dwelling Unit is detached from or connected by a party wall or other structural element to other Dwelling Units.

Section 5. "Declarant" shall mean Tompkins Investment Group Incorporated, a Delaware corporation authorized to do business in Florida, and its successors and assigns. All rights, powers and privileges granted to the Declarant by this Declaration or by the Articles of Incorporation and By-Laws of the Association shall be exercised by the Declarant in such manner as it may determine.

Section 6. "ARC" shall mean an architectural review committee appointed in accordance with Article VI, whose duties shall be as set forth in Article VI.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Member" shall mean and refer to any Owner who is a member of the Association.

ARTICLE II MUNICIPAL SERVICE TAXING UNIT

All maintenance of the dedicated stormwater management system, including dedicated drainage easements, water management/retention facilities and street lighting shall be provided by Orange County, Florida with respect to any property dedicated to Orange County either on a Plat of the Property, or dedicated or conveyed to Orange County in any other manner. The Property shall be subject to one or more Municipal Service Taxing Units ("MSTU's") for maintenance of stormwater management system, drainage easements, water management/retention facilities and street lighting, whether such MSTU's exist on the effective date of the Declaration or are created in the future at the request of either the Declarant or Orange County. Declarant is hereby empowered to request that said MSTU's be created, and to subject each and every Lot to tax assessments necessary to provide for said maintenance, drainage and street lighting. Each individual Owner of a Lot by acceptance of the deed of conveyance therefor, hereby

agrees to their Lot being subjected to MSTU's or other similar entities or devices for such purposes, and to the taxes imposed thereby, and hereby agrees to support requests for the same to be formed and hereby agrees to not object thereto, whether verbally or in writing.

ARTICLE III PROPERTY RIGHTS

Section 1. Owner's Easement 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) all provisions of this Declaration, any plat or all or any part or parts of the Property, and the Articles of Incorporation and By-Laws of the Association;

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

(c) the right of the Association to suspend the voting rights and/or the right to use of any recreational facility 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;

(d) the right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members. No dedication, sale or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer signed by two-thirds (2/3) of the Lot Owners (excluding Declarant) has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. 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. Voting Rights. The Association shall have two (2) 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 (1) 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 (1) vote be cast with respect to any Lot.

Class B. The Class B Members shall be the Declarant and it shall be entitled to six (6) votes for each Lot owned by it. 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 outstanding in the Class B Membership; or

(b) on September 1, 2000.

From and after the happening of these events, whichever occurs earlier, the Class B Members shall be deemed Class A Members entitled to one (1) vote for each Lot in which it holds the interest required for Membership under Article IV, Section 1.

ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. 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. The annual and special assessments, together with interest, costs and all attorney's fees and expenses related to the assessment and collection of the lien, including attorney's fees incurred in litigation or any other proceeding including all appellate proceedings or alternative dispute resolution proceedings incurred in enforcing or collecting any assessment, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and all attorney's fees and expenses related to the assessment and collection of the lien, including attorney's fees incurred in litigation or any other proceeding including all appellate proceedings or alternative dispute resolution proceedings incurred in enforcing or collecting any assessment, shall also be the personal obligation of the person who was the Owner of such property at the time when assessment fell due. Their 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:

- (a) to promote the recreation, health, safety and welfare of the residents in the Property;
- (b) for the improvement, maintenance and operation of the Common Area, including, but not limited to, entry features, walls and landscaping (including irrigation thereof);
- (c) for the payment of the operating expenses of the Association;
- (d) for the payment of taxes, insurance, labor and equipment;
- (e) doing any other things necessary or desirable in the judgment of the Association to keep the community neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment by the Association shall be \$155.00 per Lot.

- (a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

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

(c) The Board of Directors, at its option, may levy the annual assessment at an amount less than but not in excess of the maximum, or may levy the annual assessment in the amount 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 the members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for and Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action under Sections 3 and 4 above 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 a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment.

(a) Both annual and special assessments must be fixed at a uniform rate for all Lots, except that as long as there is Class "B" membership, the Declarant will have the following options:

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

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

(b) Single Dwelling Assessments. In addition to the annual and special assessments authorized above, the Association may levy single unit assessments applicable only to a specific lot and unit that has failed to meet its maintenance obligations set forth in Article VIII. The Single Dwelling Assessments shall have the assent of two-thirds (2/3) of the Board of Directors.

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 or dedication of the Common Area to the Association. 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. An invoice from the Association shall constitute satisfactory written notice. 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. If any assessments are not paid on the date when due, then said assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereon as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns. The personal obligations of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the public records giving notice to all persons that the Association is asserting a lien upon the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot and there shall be added to the amount of such assessment the interest above stated, the cost of the action, including reasonable attorneys' fees whether or not judicial proceedings are involved, and including reasonable attorneys' fees and costs incurred on any appeal of a lower court decision.

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. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from assessments, charges and liens created herein: (i) all property to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to public use; (ii) all Common Areas and Dedicated Areas; and (iii) all property exempt from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemptions.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Review by Architectural Review Committee. No building or modification or addition thereto, fence, wall, pool, landscaping or other structure shall be commenced, constructed, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made to the Lot or Dwelling Unit unless it is (1) in compliance with the zoning code of Orange County, Florida; (2) other applicable regulations; and (3) unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee (ARC).

Section 2. Procedure for Review. Any Owner needing the approval of ARC shall deliver an application or request for action to the ARC by certified mail with return receipt requested or by hand delivery with signed receipt together with a floor plan, landscaping plan, site plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt,

the ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by a written instrument, and served personally or by certified mail upon the Owner and all interested parties, identifying the proposed building or structure. In the event the ARC takes no action on the application or request within the thirty-day period, then the application or request shall be deemed to be accepted.

Section 3. Composition of Architectural Review Committee. The ARC shall have at least three (3) members who shall initially be appointed by the Declarant. The members appointed to the ARC do not need to be Owners. So long as the Declarant maintains a controlling vote of the membership of the Association under the terms of Article IV of this Declaration, the Declarant shall be entitled to appoint all members of the ARC and any successor members; provided, however, the Declarant shall at any time have the right to waive its right to appoint the members of the ARC. The members of the ARC shall be appointed for staggered three (3) year terms; provided, however, the initial members of the ARC appointed by the Declarant shall serve so long as Declarant has the right to appoint all members of the ARC. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC, the Declarant shall promptly appoint a successor member of the ARC who shall serve at the pleasure of the Declarant. After the end of the term during which the Declarant may appoint all the members of the ARC, a majority of the Owners of Lots on the Property shall have the right to appoint the members of the ARC. The Owners shall so appoint the members of the ARC by ballot after ten (10) days written notice given by the then existing ARC that the Owners have the right to appoint members. Failure by any Owner to vote on membership of the ARC shall not in any way effect the validity of the appointment of a member to the ARC. The first ARC appointed by the Owners shall have three (3) members, one with a term of one (1) year, one with a term of two (2) years and one with a term of three (3) years. Each year thereafter the ARC shall provide a ten-day written notice to the Owners of Lots on the Property of the need to elect a new ARC member upon expiration of the term of a then existing ARC member. No meeting shall be required for the initial appointment of members to the ARC by the Owners or for any subsequent election and the person receiving the largest number of votes shall be elected to serve for a three year term. The written notice from the ARC to the Owners shall include a ballot and shall set forth a deadline for voting no sooner than fifteen (15) days from the date the notice is mailed to the Owners. There shall be only one (1) vote per Lot cast, regardless of the number of Owners of a particular Lot, and the Owners of a Lot shall designate among themselves who shall cast their vote. Failure to so select, or the casting of more than one (1) vote in a particular election for any given Lot, shall eliminate the right of the Owners of a given Lot to vote in that election. All votes cast by Owners shall be kept for a minimum of three (3) years and shall be available for inspection upon demand made by any Owner.

ARTICLE VII EASEMENT RESERVED TO DECLARANT

Section 1. Easement over Common Area. For so long as Declarant is the owner of the Common Area, the Declarant shall have the right to grant an easement in perpetuity over, under and across all Common Areas shown on any recorded subdivision plats of all or portions of the Property, together with the right to grant easements to others. Such easement shall include, but shall not be limited to, the right to use the said Common Area to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public convenience or utilities, drainage; and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance; and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide and maintain any such

utility or service.

Section 2. Easement over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to grant an easement to itself or any other entity over each such Lot owned for purposes of ingress and egress, to include driveways common to two (2) or more Lots, drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Declarant shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of the easement; provided, however, that Declarant shall not have the power to release any portion of a utility easement on a Lot without the consent of the utilities served thereby.

Section 3. Establishment of Easements. All easements, as provided for in this Article, shall be established by one or more of the following methods, to wit:

(a) By a specific designation of an easement on the recorded plat of all or a portion of the Property;

(b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit, or other portion of the Property;

(c) By a separate instrument referencing this Article VII, said instrument to be subsequently recorded by the Declarant; or

(d) By virtue of the reservation of rights set forth in Section 2 of this Article VII.

ARTICLE VIII GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all Lots and Dwelling Units on the Property.

Section 2. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any Lot or Dwelling Unit, but shall not prohibit use as a rental unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than Dwelling Units designed for residential use and private garages. The foregoing shall not prohibit the Declarant from using Dwelling Units as models or offices, provided such use as models or offices is in furtherance of the construction and sale of Dwelling Units on the Property.

Section 3. No Temporary Structures. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, boat, barn or other similar structure or vehicle, shall be used or permitted to remain on any Lots as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the ARC; provided, however, that this prohibition shall not apply to shelters used by the Declarant during the construction of any Dwelling Unit.

Section 4. Parking and Storage Restrictions. Each Owner has the right to the exclusive use of the parking spaces which are located within that Owner's property lines. No vehicles may be parked on any grassed area of the Lots. No vehicles which extend beyond the length of the Owner's parking spaces may be parked in such spaces. Permission must be obtained in writing from the ARC for the parking of any commercial or recreational vehicles, trailers, boats, trucks, boat trailers, or campers on any Lot. Parking in the Common Areas or common parking spaces, if any, shall be regulated by the

rules of the Association. There shall be no parking on the streets or the street right of way area, if any; provided, however, that this prohibition shall not apply to the parking or storage of any vehicles used by the Declarant during the construction of any Dwelling Unit or development of the Subdivision.

Section 5. Livestock and Animal Restrictions. No livestock, poultry, reptiles or animals of any kind or size shall be raised, bred or kept on any Lot or in any Dwelling Unit; provided, however, that dogs, cats and other common domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed off the premises of Owner's Lot except on a leash. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners. Any Owner who keeps a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of the keeping of such pet. The keeping of pets by an Owner shall be subject to all governmental animal ordinances and any rules or regulations promulgated by the Association or the Board of directors in regard thereto.

Section 6. Restrictions on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, or in any Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance. No Lot, driveway or Common Area shall be used for the purpose of vehicle repair or maintenance. No unregistered, non-licensed, expired license or inoperable vehicles of any kind shall be permitted to remain on any Lot (unless parked inside the garage of a Dwelling Unit) or Common Area.

Section 7. Restrictions on Walls, Fences or Hedges. No wall, fence or hedge shall be erected, placed, altered, maintained or permitted to remain on any Lot unless and until the height, type and location thereof have been approved by the ARC in accordance with Article VI hereof.

Section 8. Garbage and Litter. No Owner shall sweep or throw from his Dwelling Unit any dirt or other materials, or litter in any way the Property. No garbage, trash, refuse or rubbish shall be kept on any part of the Property except in closed containers in a manner prescribed by the rules and regulations of the Association as promulgated by the Board.

Section 9. Garages. Each home shall have an attached double car garage. No garage shall be enclosed permanently or converted to another use without the substitution of another attached enclosed garage of the same kind of or matching material as and conform architecturally to the construction of the Dwelling Unit. All garages must have overhead garage doors, which shall be maintained in a useful condition and shall be kept closed when not in use. Carports will not be permitted. The Declarant, its successors or assigns shall be exempt from this provision.

Section 10. Insect and Fire Control or Unsightliness. In order to implement effective insect, reptile and woods fire control or to eliminate unsightliness or waste, the Association shall have the right, but not the duty, to enter upon any Lot, after reasonable notice to an Owner of such Lot, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, lawns, scrubs or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit 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 or to provide garbage or trash removal

Association to mow, clear, cut or prune any Lot or to provide garbage or trash removal services. The cost incurred by the Association in exercising its rights under this Section shall constitute a special assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit as would any assessment or special assessment.

Section 11. Signs. No commercial signs or other signs shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Lot or Dwelling Unit is for sale provided that such signs are not illuminated and do not exceed four (4) square feet. If permission is granted for any other signage, the Association shall have the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Association. These restrictions shall not apply to restrict the Declarant or its agents from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Dwelling Unit, or other portion of the Property.

Section 12. Allowable Trim. No Owner or tenant of an Owner shall install shutters, awnings or other decorative exterior trim, except small exterior decorations such as address plates and name plates, without the prior approval of the ARC.

Section 13. Window Coverings. No reflective foil, tinted glass, sheets, newspapers or any other similar material shall be permitted on any windows except for tinted bronze glass and any such installation shall require approval of the ARC.

Section 14. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Dwelling Unit.

Section 15. Tree Removal Restrictions. Trees situated on any Lot between building set back lines and the property lines having a diameter of eight inches (8") or more (measured four feet [4'] from ground level) may not be removed without prior approval of the ARC. All requests for approval of tree removal shall be submitted to the ARC along with a plan showing generally the location of such tree(s).

Section 16. Replacement of Trees. Anyone violating the provisions of Section 15 will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the ARC. If the Owner fails or refuses to replace the trees as demanded, the ARC shall cause suitable replacement to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the ARC, its agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with Section 15 and this Section 16.

Section 17. Insurance.

(a) The Association shall keep (i) any buildings in the Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurance replacement value thereof, and (ii) all personal property owned by the Association insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Association. Insurance proceeds for any improvements in the Common Area and any personal property owned by the Association shall be

Association shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Area. In the event the cost of such replacement, repair or rebuilding of any improvements on the Common Area (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency of full cost thereof shall be assessed to the Owners.

(b) The Association shall procure and keep in force public liability insurance in the name of the Association and the Owners against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

(c) Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Association and open for inspection by the Owners at any reasonable time. All such insurance policies shall (i) provide that they shall not be cancellable by the insurer without first giving at least ten (10) days prior notice in writing to the Association, and (ii) contain a waiver of subrogation by the insurer(s) against the Association, Board and Owners.

(d) Anything contained herein to the contrary notwithstanding, the Association shall maintain such insurance coverage as may be required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or Federal National Mortgage Association ("FNMA") so long as VA, FHA, or FNMA holds a mortgage on or owns any Lot.

Section 18. Antenna Restrictions. No one shall be permitted to install or maintain on any Lot, Dwelling Unit or structure any outside television or radio antenna, disc, mast aerial or other tower for the purpose of audio or visual reception unless the same is approved by the ARC. This restriction shall not serve to prohibit Declarant or the Association from installing an antenna or satellite antenna disc, or contracting with a third party to install such antenna, for the purpose of providing master or cable television, radio or other electronic service to the Owners in the Subdivision.

Section 19. Clotheslines. No clotheslines shall be erected or installed on any Lot without prior approval by the ARC.

Section 20. Exterior Paint. All exterior paint colors shall be subject to prior approval of the ARC.

Section 21. Additional Rules and Regulations. The Association or Board of Directors may, from time to time, adopt rules and regulations relating to any one or all of the restrictive covenants contained in this Declaration. No Owner, its successors or assigns, tenants, guests, or invitees shall violate the rules and regulations adopted from time to time by the Association or the Board of Directors, whether relating to the use of the Lots, the use of the Common Area, or otherwise.

ARTICLE IX
COVENANTS AGAINST PARTITION AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Area and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Area is retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Area shall remain undivided, and

such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Area. In addition there shall exist no right to transfer the right to the use and enjoyment of the Common Area in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Area appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Declarant or the Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

ARTICLE X LENDER'S RIGHTS

Section 1. Information. Upon written request, the Association shall make available for inspection during normal business hours by each Owner and Subassociation and each lender, holder, insurer or guarantor of any first mortgage on a Lot, a current copy of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the records, books and financial statements of the Association.

Section 2. Financial Statement. Upon written request, each holder of a first mortgage on a Lot shall be entitled to receive a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Lender's Notices. Upon written request to the Association, identifying the name of the holder, insurer or guarantor and the Lot and address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) any condemnation or casualty loss that affects either a material portion of the Property or the Lots securing its mortgage;
- (b) any delinquency notice in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage;
- (c) any proposed action that requires the consent of a specified percentage of mortgage holders.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant or by any Owner to enforce any covenant or restriction herein contained shall be in no event deemed a waiver of the right to do so thereafter. If the Association shall seek to enforce the provisions of this Declaration, then the Association shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal.

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.

- (a) The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) 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-five (25) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding the foregoing, any amendment to this Declaration which adversely affects any lender, holder, insurer or guarantor of any first mortgage on the Property as of the date of recording of this Declaration, shall not become effective unless joined in and consented to by such lender, holder, insurer or guarantor. Any amendment must be recorded.

(b) Notwithstanding any provision to the contrary herein contained, the Declarant shall have the right to amend this Declaration without the consent, approval or joinder of any other person or Owner except the Federal Housing Administration (FHA) or the Veterans Administration (VA), or the Federal National Mortgage Association (FNMA), or the Federal Home Loan Mortgage Corporation (FHLMC) if such amendment is required in order to cause this Declaration to comply with applicable FHA, VA, FNMA and/or FHLMC requirements. Such an amendment to this Declaration, the Articles of Incorporation or By-Laws of the Association need be signed and acknowledged only by the Declarant and need not be approved by the Association, Lot Owners or lienors or mortgagees of Lots, whether or not elsewhere required for an amendment.

(c) All amendments hereto shall be recorded in the Public Records of Orange County, Florida.

Section 4. Right of Association to Merge. The Association retains the right to merge with any other homeowners association, provided such homeowners association is for an FHA or VA approved subdivision and provided FHA or VA approves such merger. This right shall be exercised by recordation of an Amendment to this Declaration recorded among the Public Records of Orange County, which Amendment shall set forth a legal description of the property to which this Declaration, as amended, shall apply. The Amendment shall further have attached to it a resolution of this Association and the homeowners association with which a merger is to take place, and such resolution shall be certified by the Corporate Secretary thereof and shall state:

(a) That a meeting of the homeowners association was held in accordance with its bylaws;

(b) That a two-thirds (2/3) vote of all classes of members approved the merger.

The foregoing certificates when attached to the Amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

Section 6. 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 ("FHA") or the Veterans Administration ("VA"): Annexation of additional properties, mortgaging of Common Areas, dedication of Common Area, merger and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 7. Annexation. Additional residential property or Common Area may be annexed to the property with the consent of two-thirds (2/3) of each class of members.

IN WITNESS WHEREOF, TOMPKINS INVESTMENT GROUP INCORPORATED has caused its seal to be hereunto affixed and these presents to be

signed by its proper officers, thereunder duly authorized, this 17 day of August, 1990.

Signed, sealed and delivered in the presence of:

TOMPKINS INVESTMENT GROUP
INCORPORATED
A Delaware corporation

Roger Hendren
Susan P. Schradel

By: [Signature]

Attest: Sandra P. Lucas

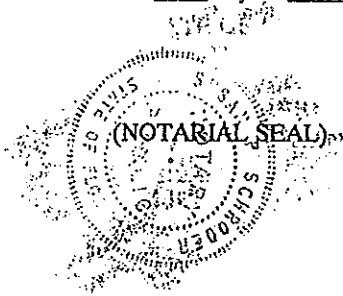
(CORPORATE SEAL)



STATE OF FLORIDA)
) SS
COUNTY OF OSCEOLA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Roger Hendren and Sandra P. Lucas, well known to me to be the Vice President and Secretary, respectively, of TOMPKINS INVESTMENT GROUP INCORPORATED, and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of August, 1990.



[Signature]
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 5, 1992
BONDED THROUGH GENERAL INS. UND.

RECORDED & RECORD VERIFIED
Martha D. Higgins
County Coordinator, Osceola Co., FL

OR 4 236 PG 2517

ARTICLES OF INCORPORATION
OF
AUTUMN RUN HOMEOWNER'S ASSOCIATION, INC.

FILED
1990 AUG 27 PM 3:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

ARTICLE I

NAME OF CORPORATION

The name of the corporation is AUTUMN RUN HOMEOWNER'S ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 1637 East Vine Street, Kissimmee, Florida 34744.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1637 East Vine Street, Kissimmee, Florida 34744 and the name of the initial registered agent at that address is Margaret T. Waller.

ARTICLE IV

DEFINITIONS

Unless otherwise provided herein to the contrary, all terms and words utilized herein shall be as defined in that certain Declaration of Covenants, Conditions and Restrictions for Autumn Run to be recorded in the Public Records of Orange County, Florida, as it may from time to time be amended as provided therein (hereinafter called the "Declaration"), said Declaration being incorporated herein as if set forth at length.

ARTICLE V

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 Lots and Dwelling Units and Common Area within that certain tract of property to be developed as part of a single family residential development known as "Autumn Run", which property is more particularly described on Exhibit "A" attached hereto and by reference made a part hereof, hereinafter referred to as the "Property", and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and 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 the Declaration;
- (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 approval of a two-thirds (2/3) vote of the 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 approved by a two-thirds (2/3) vote of the members;
- (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 approved by a two-thirds (2/3) vote of the members, unless provided otherwise in the Declaration;

(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; and

ARTICLE VI

MEMBERSHIP

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

ARTICLE VII

MEETING OF MEMBERS; QUORUM REQUIREMENTS

The presence at any meeting of members entitled to cast, or of proxies entitled to cast, one third (1/3) of the vote shall constitute a quorum for any action except as otherwise provided in these Articles of Incorporation, the Declaration, or the Bylaws.

ARTICLE VIII

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 (as defined in the Declaration), and shall be entitled to one (1) vote for each Lot owned. When more than one person owns 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 (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, and shall be entitled to six (6) votes for each Lot platted and owned by it. The Class B Membership shall cease and become 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 September 1, 2000.

From and after the happening of these events, whichever occurs earlier, the Class B Members shall be deemed to be Class A Members entitled to one (1) vote for each Lot in which it holds the interest required for membership under Article IV of the Declaration.

ARTICLE IX

BOARD OF DIRECTORS

The affairs of this Association shall be managed and administered initially by a Board of (3) Directors who shall serve until the organizational meeting and thereafter by a Board of not less than three (3) nor more than seven (7) Directors until such time as control is relinquished to Class A members. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

NAME

ADDRESS

Steven Whitmore

1637 East Vine Street
Kissimmee, Florida 34744

Lois Glisson

1637 East Vine Street
Kissimmee, Florida 34744

Margaret T. Waller

1637 East Vine Street
Kissimmee, Florida 34744

At each annual meeting thereafter the members shall elect three (3) Directors for a term of one (1) year.

ARTICLE X

INITIAL OFFICERS

The affairs of the Association shall be managed by a President, Vice President, Secretary and Treasurer and such other officers as permitted by the Bylaws. The names and addresses of those persons who shall act as officers of the corporation until the election of their successors are:

NAME

ADDRESS

Steven Whitmore,
President

1637 East Vine Street
Kissimmee, Florida 34744

Lois Glisson,
Vice President

1637 East Vine Street
Kissimmee, Florida 34744

Margaret T. Waller,
Secretary/Treasurer

1637 East Vine Street
Kissimmee, Florida 34744

The above-named officers shall serve until the first annual meeting of the Board of Directors of the Association. The officers shall be elected by the Directors at the first meeting of the Board of Directors and shall hold office for a one (1) year period from the date of their election.

ARTICLE XI

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by members representing not less than two-thirds (2/3) of the votes of the members. Upon dissolution, 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. This procedure shall be subject to court approval upon dissolution pursuant to Section 617.05, Florida Statutes.

ARTICLE XII

DURATION

The corporation shall exist perpetually.

ARTICLE XIII

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the votes of the entire membership. Amendment of these Articles may be proposed by the Board of Directors and shall be voted on at a Special Meeting of the Membership duly called for that purpose, or at an annual meeting of the Membership.

ARTICLE XIV

BYLAWS

The Bylaws of this corporation shall be adopted by the Board of Directors and may be altered, amended, or rescinded by a majority vote of a quorum of all members voting in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B Membership.

ARTICLE XV

FHA/VA APPROVAL

As long as there is a Class B Membership, the following actions will require 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.

ARTICLE XVI

INDEMNIFICATION

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement as long as actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

ARTICLE XVII

SUBSCRIBERS

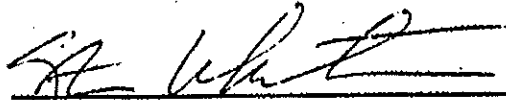
The names and residences of the subscribers to these Articles of Incorporation are:

Steven Whitmore
1637 East Vine Street
Kissimmee, Florida 34744

Lois Glisson
1637 East Vine Street
Kissimmee, Florida 34744

Margaret T. Waller
1637 East Vine Street
Kissimmee, Florida 34744

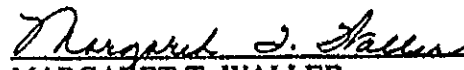
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 15th day of August, 1990.



STEVEN WHITMORE



LOIS GLISSON



MARGARET T. WALLER

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 15th day of August, 1990 by STEVEN WHITMORE, LOIS GLISSON and MARGARET T. WALLER.

Susan P. Schroder
Notary Public

(NOTARIAL SEAL)

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 5, 1992
BONDED THRU GENERAL INS. UNO.

ACCEPTANCE OF THE REGISTERED AGENT

I, MARGARET T. WALLER hereby consent to be the Registered Agent for AUTUMN RUN HOMEOWNER'S ASSOCIATION, INC. as provided in Article III above.

Margaret T. Waller
MARGARET T. WALLER

1993 AUG 27 PM 3 27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

EXHIBIT A

The East 1/2 of the East 1/2 of the West 1/2 of the NW 1/4 of the NW 1/4 of Section 12, Township 23 South, Range 30 East, Orange County, Florida, LESS the North 60.00 feet for road, the West 1/2 of the East 1/2 of the West 1/2 of the NW 1/4 of the NW 1/4 of Section 12, Township 23 South, Range 30 East, Orange County, Florida, LESS the North 420.00 feet thereof and the West 1/4 of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 12, Township 23 South, Range 30 East, Orange County, Florida, LESS the North 60.00 feet for road.

Being more particularly described as follows:

From the Northwest corner of said Section 12; thence run N89°51'45"E. 497.88 feet along the North line of the Northwest 1/4 of said Section 12; thence run S00°04'37"W. 60.00 feet, to a point on the South Right-of-Way line of Curry Ford Road and the POINT OF BEGINNING; thence run N89°51'45"E. 331.80 feet along said Right-of-Way line; thence run S00°11'40"W. 1260.37 feet; thence run S89°58'57"W. 493.81 feet; thence run N00°01'05"E. 899.32 feet along the East line of Curry Ford Woods Unit One as recorded in Plat Book 13, Pages 135 and 136; thence run N89°51'45"E. 165.53 feet along said East line; thence run N00°04'37"E. 360.00 feet along said East line, to the POINT OF BEGINNING.

Containing 12.968 acres, more or less.

BY-LAWS
OF
AUTUMN RUN HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is AUTUMN RUN HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1637 East Vine Street, Kissimmee, Florida 34744, but meetings of members and directors may be held at such places within the State of Florida, County of Orange, as may be designed by the Board of Directors.

ARTICLE II

DEFINITIONS

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

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

Section 3. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners, as further defined in the Declaration.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area, Dedicated Area, driveway or street, which Lot is intended to have a Dwelling Unit constructed thereon.

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

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

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in the public records of Orange County, Florida.

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

ARTICLE III

MEETING OF MEMBERS

OCT. 10.
Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. 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 the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

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

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors, who need not be members of the Association. The initial Board shall be composed of three (3) Directors.

Section 2. Term of Office. At the turn over meeting and each meeting thereafter, the members shall elect five (5) directors for a term of one (1) year. Each Director shall hold office until the expiration of the term for which he was elected and until his successor has been elected and shall have qualified; or until his prior resignation or removal.

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

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

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee for the turn over meeting and each annual meeting thereafter. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as permitted by law and from time to time as may be determined by the Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The Board may, by resolution duly adopted, establish regular monthly, quarterly or semi-annual meetings.

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 (2) Directors, after not less than three (3) days notice to each Director.

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

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

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

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

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

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days 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 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, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, 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 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.

Vice President

(b) 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.

Secretary

(c) 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.

Treasurer

(d) The treasurer 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 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 of the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. 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 continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action 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 nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

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

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

