

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of SHERWOOD FOREST HOMEOWNERS' ASSOCIATION OF ORLANDO, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is N10344.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Nineteenth day of August, 2014



CR2EO22 (1-11)

Ken Detzner
Ken Detzner
Secretary of State

58
N10344

FILED
JUL 12 1985
CLERK OF COURT
JACKSONVILLE, FLORIDA

ARTICLES OF INCORPORATION
OF
SHERWOOD FOREST HOMEOWNERS' ASSOCIATION OF
ORLANDO, INC.

KNOW ALL MEN BY THESE PRESENTS that the undersigned have associated themselves together and do hereby certify that they associate themselves together for the purpose of forming a corporation not for profit under and by virtue of the laws of the State of Florida and especially under and by virtue of Chapter 617, Florida Statutes, 1973, and do hereby adopt the following Articles of Incorporation of such corporation:

ARTICLE I.

The name of the corporation shall be SHERWOOD FOREST HOMEOWNERS' ASSOCIATION OF ORLANDO, INC.

ARTICLE II.

The general powers, objects, purposes and nature of the corporation shall be as follows:

1. To create, maintain and encourage community spirit and interest, to promote civic affairs and improvements and to aid in maintaining the appearances of the community;
2. To initiate, maintain, improve and equip community properties for the mutual benefit and exclusive enjoyment of the members of the corporation;
3. To promote activities of a social, civic and recreational nature;
4. To use buildings and property for the benefit of the members;
5. To engage in any and all types of activities not prohibited by law which shall promote and foster civic, recreational, social, educational and physical activities among the members of the corporation and which shall make the community known as SHERWOOD FOREST a better place to reside;

6. To maintain the entrances to the above mentioned community, including but not limited to the grounds, walls and signs appurtenant thereto in a neat, clean and attractive manner so as to constitute the same as an asset to the area in which the members of the corporation reside;

7. To do all and everything necessary, suitable or proper for the accomplishments of any of the purposes, the attainment of any of the objects or the furtherance of any of the powers hereinabove set forth, either alone or in connection with any other corporation, firm or individual either as principal or as agent.

ARTICLE III.

The corporation shall have perpetual existence.

ARTICLE IV.

Section 1: The membership of the corporation shall consist of all fee title owners of any of the lots or dwelling units in SHERWOOD FOREST according to the plat thereof as recorded in Plat Book 15, page 46 of the Public Records of Orange County, Florida, together with any additional sections which may be added from time to time under the name of SHERWOOD FOREST. Upon the vesting of fee simple title to any of said real property, such owner or owners shall automatically become a member or members of the corporation. Likewise, upon the divesting of the fee simple title to any of said real property, the membership of such owner or owners shall automatically terminate.

Section 2: Each and every dwelling unit set forth in the plat of SHERWOOD FOREST as referred to above, shall be entitled to one (1) vote in any matter which may be submitted to the membership of the corporation for decision, except that those of such lots, title to which may be held by the corporation itself, shall not be entitled to any votes in any matter. The right or privilege of casting said votes or abstaining therefrom shall be exercised by the record owner or owners of each such lot. Votes may be cast either in person or by proxy; provided, however, that in the event votes are cast by proxy, before such votes are

allowed, proxy statements in form satisfactory to the corporation must be furnished to the corporation, except that in the event such proxies are exercised by the spouse of the person entitled to cast such vote, no such proxy statement need be furnished to the corporation when the voting spouse is present.

Section 3: Annual assessments shall be levied upon each dwelling unit in said subdivision in accordance with the By-Laws and the Declaration of Covenants and Restrictions filed of record for SHERWOOD FOREST.

ARTICLE V.

Section 1: The affairs of the corporation shall be managed and conducted by a Board of Directors as the governing body. The Board of Directors shall be composed of not less than three (3) nor more than five (5) directors. The initial Board of Directors shall be composed of three (3) directors until the first annual meeting.

Section 2: The name and address of the initial Board of Directors of the corporation are as follows:

SURESH GUPTA

7346 Moss Grove Circle
Orlando, Florida 32807

ROHINI GUPTA, his wife

7346 Moss Grove Circle
Orlando, Florida 32807

ANIL DESHPANDE

4226 Ilene Court
Orlando, Florida 32806

ARTICLE VI.

The street address of the initial registered office of the corporation in the State of Florida shall be 7346 Moss Grove Circle, Orlando, Florida 32807, and the name of the initial registered agent of this corporation at that address is Suresh Gupta.

ARTICLE VII.

The name and address of each subscriber to these Articles of Incorporation and the initial officers is as follows:

SURESH GUPTA	7346 Moss Grove Circle Orlando, Florida 32807	President
ROHINI GUPTA	7346 Moss Grove Circle Orlando, Florida 32807	Secretary
ANIL DESHPANDE	4226 Ilene Court Orlando, Florida 32806	Vice President
CHITRA DESHPANDE	4226 Ilene Court Orlando, Florida 32806	Treasurer

ARTICLE VIII.

Section 1: The annual meeting of the members of the corporation shall be as fixed by the By-Laws of the corporation at which time the Board of Directors and Officers shall be elected and such other business as may properly come before the meeting shall be considered and transacted.

Section 2: The time, place and manner of calling meetings of the members of the corporation or the Board of Directors shall be fixed by the By-Laws of the corporation. The Board of Directors may provide for the election of and prescribe the duties of such other officers and agents as the Board of Directors may deem advisable and proper. The Board of Directors may also take action which the Board of Directors deems advisable and proper for the conduct and operation of the corporation provided such action is not inconsistent with these Articles of Incorporation, the By-Laws of the corporation or the laws of the State of Florida.

ARTICLE IX.

These articles may be amended by a vote of two-thirds (2/3) of the members of the corporation present at any duly called meeting.

ARTICLE X.

The power to amend the By-Laws of this corporation is reserved to the members.

IN WITNESS WHEREOF we have hereunto set our hands and seals at Orlando, Orange County, Florida, this 26 day of April, 1985.

Suresh Gupta
SURESH GUPTA

Rohini Gupta
ROHINI GUPTA, his wife

Anil Deshpande
ANIL DESHPANDE

Chitra A. Deshpande
CHITRA DESHPANDE

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, personally appeared SURESH GUPTA, to me well known to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 17 day of April, 1985, at Orlando, Orange County, Florida.

Donald C. May
Notary Public

My Commission Expires:
MARCH 17, 1987

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ROHINI GUPTA, to me well known to be the person who executed the foregoing Articles of Incorporation, and she acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 17 day of April, 1985, at Orlando, Orange County, Florida.

Donald C. May
Notary Public

My Commission Expires:
MARCH 17, 1987

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ANIL DESHPANDE, to me well known to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 23 day of April, 1985, at Orlando, Orange County, Florida.

Donald C. May
Notary Public

My Commission Expires: 4/6/87

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, personally appeared CHITRA DESHPANDE, to me well known to be the person who executed the foregoing Articles of Incorporation, and she acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 26 day of August, 1985. at Orlando, Orange County, Florida


Notary Public


My Commission Expires:

4/6/89

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

First -- that SHERWOOD FOREST HOMEOWNERS' ASSOCIATION, INC.,
desiring to organize or qualify under the laws of the State of
Florida, with its principal place of business at 7346 Moss Grove
Circle, Orlando, Florida 32807, has named SURESH GUPTA
located at said address, as its agent to accept service of
process within Florida.


SURESH GUPTA

TITLE: President

DATE: April 17, 1985

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE,
I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO
COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER
AND COMPLETE PERFORMANCE OF MY DUTIES.

SURESH GUPTA

FILED
JUL 22 12 50 PM '85
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

LEGAL DESCRIPTION

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 10, Township 22 South, Range 31 East, Orange County, Florida. Subject to the right of way for Lokanotosa Trail as per the plat thereof as recorded in Plat Book 6, Page 30, of the Public Records of Orange County, Florida, the above referenced lands now referred to as Sherwood Forest Subdivision which is recorded in Plat Book 15, Page 46 of the Public Records of Orange County, Florida.

DECLARATION OF COVENANTS AND RESTRICTIONS
OF SHERWOOD FOREST

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BRASHK, LTD., a Limited Partnership, existing under the laws of Florida, herein called the "Developer", being the owner in fee simple of the land in the County of Orange and State of Florida described as:

LEGAL DESCRIPTION

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 10, Township 22 South, Range 31 East, Orange County, Florida. Subject to the right of way for Lokanotosa Trail as per the plat thereof as recorded in Plat Book 6, Page 30, of the Public Records of Orange County, Florida, the above referenced lands now referred to as Sherwood Forest Subdivision which is recorded in Plat Book 15, page 46 of the Public Records of Orange County, Florida.

WHEREAS, the above described real property shall hereinafter be referred to as the "Property"; and

WHEREAS, the said Developer desires that all of said property above described be subject to the following restrictions for the mutual benefit and protection of themselves and persons, both natural and corporate, who hereinafter may purchase or acquire said property or any part thereof; or in any interest in said property or any part thereof.

NOW, THEREFORE, in consideration of the premises, the said Developer, the owner of all the real property above described does hereby declare said real property to be subject to the following restrictions, reservations and conditions, binding upon the said Developer and each and every person, both natural and corporate, who or which shall acquire hereafter said real property or any part thereof, or any interest in said property or any part thereof, and the respective heirs, personal representatives, successor and assigns of each and all the foregoing, said restrictions, reservations and conditions being as follows:

1. LAND USE AND BUILDING TYPE. No lot or improvement shall be used for other than residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached two (2) or three (3) family dwelling not to exceed two (2) stories in height.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot without approval of the Architectural Review Board (ARB) as hereinafter provided.

3. FENCES. No fence or fence walls shall be constructed, erected, or maintained on or around any portion of a building lot that is within the minimum front building set-back line, nor, in any event, any closer to the front line than a line paralleling the front building wall of the resident dwelling where a dwelling is set-back from the front lot line a greater distance than the required minimum set-back. On corner lots the building shall be deemed to have two (2) front lot lines for the purposes of this paragraph only. No fence or fence wall shall exceed a height of six (6) feet. The location of the fence and its design, type of construction and the quality of materials used therein shall be subject to the written approval of the Architectural Review Board, prior to construction.

4. LIVING UNIT SIZE. Each living unit shall have a minimum of nine hundred (900) square feet floor area of livable space, exclusive of porches and garages.

5. ROOFS. All roofs shall be pitched and composed of tile, asbestos shingle, asphalt shingle (provided said shingle is of a minimum of two hundred thirty-five (235) pounds per one hundred (100) square feet of roof), cedar shake shingle or slate construction, or a built-up mansard roof system. Prior to installation of any roof, a materials list, including the roof color, shall be submitted to the ARB for written approval.

6. WATER AND SEWAGE FACILITIES. No individual water supply system or individual sewage disposal system other than the customary sewer system shall be permitted on any Parcel without the approval of the ARB. The above does not restrict the right of an owner to install, operate and maintain a water well on the premises for use only for swimming pools and irrigation purposes.

7. AIR CONDITIONING UNITS. No air conditioning unit, either central or wall units, shall be placed on the front of any dwelling or otherwise placed or located so as to be visible from any public street. If said unit is placed to the side or rear of any such dwelling but is still visible from any public street, it shall be permissible to so locate said unit if the same is screened by bushes and shrubbery or some other permanent type of screening material which is acceptable by the Developer and the Architectural Review Board.

8. SWIMMING POOLS. No swimming pools may be constructed on residential lots. Special exceptions may be granted by the ARB on a case by case basis. Factors considered in such granting are: green area; location; tree removal; septic requirements; appearance; and, local ordinances. In any event, no above ground pools will be permitted.

9. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any lot.

10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept at owners option, provided that they are not kept, bred or maintained for any commercial purposes.

11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and except during pick-up requiring placement at the curb, all garbage containers shall be located within a walled enclosure. There shall be no burning of trash or waste materials at any time.

12. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the period of construction and sales.

13. MAINTENANCE OF VACANT LOTS AND DWELLINGS. Once a lot has been sold by the Developer, it shall be maintained in good appearance and free from overgrown weeds and from rubbish, whether same is improved or not.

14. VEHICLES AND REPAIR. The parking of commercial vehicles which description shall include but not be limited to, trucks other than pick-up trucks, truck-tractors, semi-trailers and

commercial trailers, as well as any mobile homes, boats, motor-cycles or all-terrain vehicles, at any time on driveways or otherwise on said premises or on the public streets of said subdivision, is prohibited except for loading and unloading purposes. There shall be no major repair performed on any motor vehicle on or adjacent to any lot. Drainage of any fuel or other fluid which would damage or prevent vegetation, or otherwise cause an unsightly appearance to the subdivision is prohibited. Unserviceable vehicles shall not be parked or stored on or adjacent to the premises for longer than ten (10) days without written approval from the ARB.

15. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. With these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. 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. Vehicular access rights to Lokanotosa Trail from LOTS 1, 2, 3, 4, 5 and 55 have been dedicated to Orange County, Florida.

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

17. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

18. No unit owner shall destroy, demolish, raze or change the appearance of his dwelling unit, without the prior written consent of the owners of the adjoining units on that lot and the Architectural Review Board.

19. The original exterior color scheme of the dwelling shall be maintained unless there is written agreement between all unit owners and the Architectural Review Board stipulating new colors for the entire exterior.

20. Each unit owner shall maintain the exterior of his unit in good and neat condition, including the lot.

21. No unit owner or their tenants shall be allowed to hang any clothes or garments on their lots.

22. ARCHITECTURAL REVIEW BOARD (ARB). The Developer shall, upon the recording of this Declaration, immediately form a committee known as the "Architectural Review Board", hereinafter referred to as "ARB". The ARB shall function as follows:

(a) COMPOSITION. The ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board. Provided, however, that in its selection, the Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board until the Developer ceases to own unimproved lots. The Board of Directors shall also be obligated to appoint at least one (1) member of the Association to the ARB. Neither the Association, the Board of Directors of said Association, nor the members of the Association, shall have the authority to amend or alter the number of members of the ARB, which is irrevocably herein set forth as three (3) members. A quorum of the ARB shall

be two (2) members. No decision of the ARB shall be binding without a quorum present.

(b) DUTIES. The ARB shall have the following duties and powers:

(1) To promulgate from time to time residential planning criteria for The Properties. However, any said planning criteria shall be set forth in writing and made known to all owners and to all prospective owners of units within Sherwood Forest. Any residential planning criteria promulgated by the ARB shall be subject to final approval by the Association. Said residential planning criteria shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration.

(2) To approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon The Properties and to approve any exterior additions to or changes or alterations thereon. For any of the above, the ARB shall be furnished plans and specifications showing the nature, shape, height, materials, exterior decor and location in relation to surrounding structures, topography, and preservation/removal of mature trees.

(3) To approve any such building plans and specifications and Parcel grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc. is not consistent with the planned development of The Properties.

(4) To require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

23. DURATION. The covenants, restrictions and provisions of this Declaration, and as it may from time to time be amended or modified pursuant to the provisions herein relating thereto, shall run with and bind the land and shall inure to the benefit of the owners, the Developer, and their respective legal representatives, heirs, successors, and assigns until terminated in the same manner set forth for amendments.

24. ENFORCEABILITY. If a person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for any owner or the Association: (1) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions; or (2) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of any owner or the Association to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

25. AMENDMENT. The Declaration may be amended in the first twenty (20) years by an instrument signed by not less than ninety percent (90%) of the Parcel owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Parcel owners, and any amendment must be recorded. A proposed amendment may be instituted by the Developer, the ARB, the

Association or by petition signed by fifteen percent (15%) of the then owners of the Parcels. A written copy of the proposed amendment shall be furnished to each owner at least thirty (30) days but not more than sixty (60) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded amendment.

26. INSTITUTIONAL APPROVAL. As long as the Developer, his successor, or assigns as Developer, retains ownership of unimproved lots, the following actions will require the prior approval of the Federal Housing Administration, the Veterans Administration, or FNMA lender: Annexation of additional properties, dedication of common areas, and amendment of this Declaration of Covenants and Restrictions.

27. OWNERS ASSOCIATION ("ASSOCIATION"). An owners association incorporated under the laws of the State of Florida, as a non-profit corporation, shall have the purposes of: maintaining common areas and facilities; preserving the values and amenities of the subdivision; furthering the common interests of the owners; and, administering, enforcing, and amending as required, the covenants and restrictions herein. Each and every lot set forth in the plat of Sherwood Forest shall be entitled to votes based on the number of dwelling units constructed on each lot. Lots 43, 44, 45, 46, 47 and 32 shall be permitted three votes each and the balance of the lots in the subdivision shall have two votes each. In the event the owners of units within each lot are in separate parties the right to vote that unit shall be an appurtenance to that unit and pass with the title thereto. The bylaws and articles of Incorporation of the Association are attached hereto and made a part hereof.

28. COVENANTS FOR MAINTENANCE ASSESSMENTS.

(a) The Developer, for each lot and dwelling unit owned by Developer within the Property hereby covenants, and each Owner of any lot or dwelling unit, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay 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 reasonable attorneys' fees, shall be a charge on the lot and dwelling unit and shall be a continuing lien upon the lot and dwelling unit against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of Record of such lot or dwelling unit at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them; however, shall continue to be a lien on the lot subject to the provisions hereof. The Landscape Buffer, as shown on the Plat of Sherwood Forest along LOTS 26, 27, 35, 36, 37 and 38, shall be maintained by each of the respective individual lot owners.

(b) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of Sherwood Forest and of all lots and dwelling units situated therein, and for the improvement and maintenance of the Common Areas, including specifically the walls and/or fences constructed on the perimeter of the subdivision and the landscape and signage easements as shown on LOTS 1 and 55. The Association may, upon a two-thirds vote of the members of the Association, provide other services which enhance the health, safety or general welfare of the Owners of Sherwood Forest. Any, or all of the foregoing services (except the maintenance of the

wall and/or fences constructed on the perimeter of the subdivision) and the assessments associated therewith may be terminated upon two-thirds positive vote of the members of the Association, and after sixty (60) days written notice to all of the Owners.

(c) Until January 1 of the year immediately following the conveyance of the first lot or dwelling unit to an owner, the maximum annual assessment shall be \$20.00 per dwelling unit.

(1) From and after January 1 of the year immediately following the conveyance of the first dwelling unit to an owner, the maximum annual assessment may be increased by the Board of Directors annually by an amount not to exceed an increase greater than fifteen percent (15%) of the maximum assessment for the previous year without a vote of the membership.

(2) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above fifteen percent (15%) 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.

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

(d) In addition to the annual assessment 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 maintenance responsibilities of the Association, the cost of any acquisition of Common Area, and the cost of construction, reconstruction, repair or replacement of any capital improvements 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.

(e) Written notice of any meeting called for the purpose of taking any action authorized under subparagraphs (c) and (d) of this paragraph 28 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.

(f) Except as otherwise provided in subparagraph (d), both annual and special assessments must be fixed at a uniform rate for all lots and dwelling units and may be collected once annually or from time to time as the Board of Directors of the Association, in its discretion, may decide. However, Declarant may elect not to pay the annual or special assessment upon unsold lots owned by the Declarant for so long as Declarant shall obligate itself to pay all expense incurred by the Association in excess of the amounts produced from such assessments.

(g) The annual assessments provided for herein shall commence as to all lots and dwelling units for which a closing has occurred. 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 and dwelling unit at least thirty (30) days in advance of each annual assessment. In the event the Board of Directors fails to fix the annual assessment, such annual assessment for the succeeding year shall, at a minimum, equal the annual assessment for the preceding year. 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 when the assessments on a specified lot or dwelling unit have been paid. A properly executed certificate of the Association as to the status of assessments on the lot or dwelling unit is binding upon the Association as of the date of its issuance.

(h) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law. Association may bring an action at law against the owner personally obligated to pay the same, or foreclose lien against the property. In either event, the delinquent owner shall be liable to the Association for all costs and reasonable attorneys' fees incurred in connection with such a suit of foreclosure. If any installment of an assessment remains unpaid thirty (30) days after it shall become due, the Board of Directors may declare the entire assessment as to that delinquent owner due and payable in full as if the entire amount was originally assessed. 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 or dwelling unit.

(i) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot or dwelling unit shall not affect the assessment lien. However, the sale or transfer of any lot or dwelling unit 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 or dwelling unit from liability for any assessments thereafter becoming due or from the lien thereof.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed in their names and their seals hereunto affixed all as of this 27th day of May, 1985.

Signed, sealed and
delivered in the
presence of:

BRASHK LTD., a Florida Limited
Partnership

BY: Rohini Gupta
ROHINI GUPTA
As a General Partner

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 27th day of MAY, 1985, by ROHINI GUPTA, as a General Partner of BRASHK, LTD., a Florida Limited Partnership on behalf of said Limited Partnership.

[Signature]
Notary Public
My Commission Expires: 11/30/88

(Notary Seal)

O.R. 3655 #1390

JOINDER AND CONSENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS

COMES NOW, FLORIDA NATIONAL BANK, a National Banking Association, who is the owner and holder of a certain Mortgage recorded in O. R. Book 3613, Page 714, Public Records of Orange County, Florida. The undersigned hereby joins in the Declaration of Covenants and Restrictions of Sherwood Forest for purposes of consenting to the same as covenants running with the land, and to which its Mortgage would be subject to.

FLORIDA NATIONAL BANK

BY:

ATTEST:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20th day of ~~July~~ 1985, by SANFORD MILLER and SHIRLY A. MAIFARTH as VICE PRESIDENT and ASST VICE PRES., respectively, of FLORIDA NATIONAL BANK, a National Banking Association.

Thomas J. Riccio
Notary Public
My Commission Expires: 1/21/89

RECORDED & RECORD VERIFIED

Thomas J. Riccio
County Comptroller, Orange Co., FL

2335567^{ORANGE} JUN 20 1 22 PM '85 G.S. 3655 #1391

17⁰⁰
f¹²

DECLARATION OF PARTY WALL COVENANTS

THIS DECLARATION, made on this 7th day of May, 1985, by BRASHK, LTD., a Florida Limited Partnership (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of certain real property situated in Orange County, Florida, more particularly described in Exhibit "A" attached hereto.

NOW, THEREFORE, Declarant hereby declares that all of the property shall be held, sold and conveyed subject to the following party wall covenants, 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 rights, title or interest in the described properties or any part hereof, their heirs, successor and assigns, and shall inure to the benefit of each owner thereof.

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Dwelling Units which are common to two separate living units within a building shall constitute a party wall, and, to the extent not inconsistent with the provisions of this agreement, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. Cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall shall restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Charges still

ps-15

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator and the resolution of the dispute shall be determined by a majority of all arbitrators in accordance with the established regulations of the American Arbitration Society.

Section 6. Attorneys Fees and Cost. In the event any dispute cannot be resolved amicably, prior to arbitration proceedings set out above, then the prevailing party in such proceedings shall be entitled to recover all costs and fees incurred therein, including reasonable attorneys' fees at all trial and appellate levels.

IN WITNESS WHEREOF, the said Declarant has caused this Declaration of Party Wall Covenants to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

BRASHK, LTD., a Florida
Limited Partnership

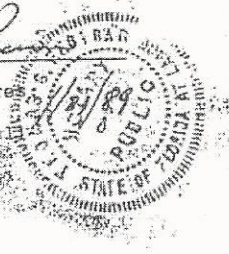
BY: Rohini Gupta
ROHINI GUPTA,
As a General Partner

STATE OF FLORIDA
COUNTY OF ORANGE

7TH The foregoing instrument was acknowledged before me this day of May, 1985, by ROHINI GUPTA, as a General Partner of BRASHK, LTD., a Florida Limited Partnership on behalf of said Limited Partnership.

Thomas H. [Signature]
Notary Public
My Commission Expires

(Notary Seal)



JOINDER AND CONSENT TO DECLARATION
PARTY WALL COVENANTS

COMES NOW, MINNEFLA INVESTMENTS, a General Partnership consisting of B.M.A. Associates, as to an undivided seventy-five percent (75%) interest, and David MacMillan and Ann MacMillan, his wife, as to an undivided twenty-five percent (25%) interest, who is the owner and holder of a certain Mortgage recorded in O. R. Book 3537, Page 572, of the Public Records of Orange County, Florida. The undersigned hereby joins in the Declaration of Covenants and Restrictions of Sherwood Forest for purposes of consenting to the same as covenants running with the land, and to which its Mortgage would be subject to.

Charles J. Cornell
Karen Andrews

MINNEFLA INVESTMENTS, A General Partnership

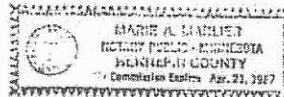
By: *Dorothy M. Cornell*
DOROTHY M. CORNELL, as General Partner and as agent pursuant to the Mortgage Modification Agreement dated March 25, 1985

STATE OF MINNESOTA
COUNTY OF HENNEPIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DOROTHY M. CORNELL, as General Partner and as agent of MINNEFLA INVESTMENTS, A General Partnership, known to me to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of May, 1985.

Marie A. Mahler
Notary Public
My Commission Expires:



JOINDER AND CONSENT TO DECLARATION

PARTY WALL COVENANTS

COMES NOW, FLORIDA NATIONAL BANK, a National Banking Association, who is the owner and holder of a certain Mortgage recorded in O. R. Book 3613, Page 714, Public Records of Orange County, Florida. The undersigned hereby joins in the Declaration of Covenants and Restrictions of Sherwood Forest for purposes of consenting to the same as covenants running with the land, and to which its Mortgage would be subject to.

Barbara W. Gay
Thomas A. Reich

FLORIDA NATIONAL BANK

BY:

ATTEST

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20th day of May, 1985, by SANFORD MILLER and SHIRLY A. MALEATH as VICE PRESIDENT and DEPT. VICE PRES., respectively, of FLORIDA NATIONAL BANK, a National Banking Association.

NOTARY PUBLIC

My Commission Expires 1/31/88

RECORDED & RECORD VERIFIED

Thomas H. L. L.
County Comptroller, Orange Co., Fla.

FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF SHERWOOD FOREST

BR4031PG4996

This First Amendment, made on the date hereinafter set forth by BRASHK, LTD., a limited partnership, existing under the laws of the State of Florida, hereinafter called the "Declarant".

WITNESSETH:

WHEREAS, the Declarant executed that certain Declaration of Covenants and Restrictions of Sherwood Forest on May 7, 1985, and

WHEREAS, said Declaration was recorded on June 20, 1985, in Official Record Book 3655, beginning at page 1382, Public Records of Orange County, Florida, and

WHEREAS, the Declarant is desirous of amending the Declaration to comply with suggested VA lending requirements and to clarify certain provisions of the Declaration, and

WHEREAS, the Declarant is desirous of amending the Declaration in accordance with the requirements of Paragraph 25 and acknowledges the compliance of the notice requirements of Paragraph 25, and

NOW THEREFORE, the Declarant hereby declares as follows, to wit:

1. Paragraph 20 shall be deleted in its entirety and shall read as follows:

"20. Each lot or unit owner shall maintain the exterior of his unit and lot in a clean and attractive condition. Guidelines for what constitutes a clean and attractive condition shall include but not be limited to the following:

(a) Each lot owner shall maintain his lawn so that the grass will not have a length that exceeds six inches.

(b) No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or be allowed to accumulate or remain on any lot. Only bagged trash shall be permitted to be deposited in front of the lot for trash pickup.

(c) No clothes, sheets, blankets or other articles shall be hung out to dry in the side, front or rear yard of any lot.

(d) No graffiti shall be permitted on the exterior walls or windows of any unit.

In the event any 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, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents or employees, to enter upon said lot and to repair, maintain and restore the lot and the exterior of the building(s) and any other improvement(s)

This Instrument Prepared by/Return To:
Alexander J. Ombres
Arnold, Matheny & Egan, P.A.
P.O. Box 2967
Orlando, Florida 32802

THOMAS H. LOCKER,
Orange County
Comptroller
By Deputy Clerk
Rec Fee 13.00
Add Rec 2.00
Doc Tax 2.00
Int Tax 15.00
Total 32.00

erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject."

2. Paragraph 27 shall be deleted in its entirety and shall read as follows:

"27. OWNERS ASSOCIATION ("ASSOCIATION"). An owners association incorporated under the laws of the State of Florida, as a non-profit corporation, shall have the purposes of: maintaining common area and facilities; preserving the values and amenities of the subdivision; furthering the common interests of the owners; and administering, enforcing and amending, as required, the covenants and restrictions herein. 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. Each and every lot set forth in the plat of Sherwood Forest shall be entitled to votes based on the number of dwelling units constructed on each lot. Lots 43, 44, 45, 46, 47 and 32 shall be permitted three votes each and the balance of the lots in the subdivision shall have two votes each. In the event the owners of units within each lot are in separate parties, the right to vote that unit shall be an appurtenance to that unit and pass with the title thereto. The Bylaws and Articles of Incorporation of the Association are attached hereto and made a part hereof."

3. Subparagraph (1) of Paragraph 28 shall be deleted in its entirety and shall read as follows:

"(1) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot or dwelling unit shall not affect the assessment lien. However, the sale or transfer of any lot or dwelling unit pursuant to a 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 or dwelling unit from liability for any assessments thereafter becoming due or from the lien thereof. Mortgage holders shall not be required to collect assessments and failure to pay assessments shall not constitute a default under an insured mortgage."

4. Paragraph 29 shall be added to the Declaration and shall read as follows:

"29. ANNEXATION: Additional residential property and common area may be annexed to the Properties with the consent of two-thirds (2/3) of the lot owners."

5. Paragraph 30 shall be added to the Declaration and shall read as follows:

"30. DEFINITIONS:

OR4031PG4997

(a) "Association" shall mean and refer to SHERWOOD FOREST HOMEOWNER'S ASSOCIATION OF ORLANDO, INC., its successors and assigns.

(b) "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

(c) "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.

(d) "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common area to be owned by the Association at the time of the conveyance of the first lot shall include but not limited to the entrances to Properties.

(e) "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.

(f) "Unit" or "Dwelling Unit" shall mean and refer to any building or portion of a building situated upon a Lot which is designed and intended for use and occupancy as a residence by a single family.

(g) "Declarant" shall mean and refer to BRASHK, LTD., a Florida limited partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development."

6. Paragraph 31 shall be added to the Declaration and shall read as follows:

"31. PROPERTY RIGHTS:

OR4031PG4998

Owner's 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 suspend the voting rights for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate, transfer or mortgage 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, transfer or mortgage shall be effective unless an instrument agreeing to such dedication, transfer or mortgage is signed by two-thirds (2/3) of the lot owners, excluding the declarant."

7. Excepted as amended by the First Amendment, all terms and conditions of the Declaration shall remain in full force and effect.

8. This Amendment shall only be effected upon the recording of this Amendment in the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this 8th day of November, 1988.

Signed, sealed and delivered in the presence of:

BRASHK, LTD.
a Florida Limited Partnership

By: R Gupta
ROHINI GUPTA
As a General Partner

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8th day of November, 1988, by ROHINI GUPTA, as a General Partner of BRASHK, LTD., a Florida Limited Partnership on behalf of said Limited Partnership.

Kristine A. Shep
Notary Public
My Commission Expires: Feb 27, 1990

BY-LAWS

OF

SHERWOOD FOREST
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I.
MEETINGS OF MEMBERS

Section 1: ANNUAL MEETING. The annual meeting of members shall be held each year in December.

Section 2: SPECIAL MEETINGS. Special meetings may be called by the President in his sole discretion.

Section 3: QUORUM. A quorum shall be two-thirds (2/3) of the members of the corporation present personally or by proxy at a meeting for the transaction of business. If a quorum shall not be present or represented, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time and the required quorum of the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting originally notified. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE II.
DIRECTORS

Section 1: NUMBER. The affairs and business of the corporation shall be governed by a Board of Directors composed of not less than three (3) nor more than five (5) persons, provided no two (2) Directors shall be members of the same household except in the case of the Developers.

Section 2: HOW ELECTED. At the annual meeting of the members, the three (3) persons receiving a plurality of the votes cast shall be Directors and shall constitute the Board of Directors for the ensuing year.

Section 3: TERM OF OFFICE. The term of office of each of the Directors shall be one (1) year and thereafter until his successor has been elected and qualified.

Section 4: DUTIES. The Board of Directors shall have ultimate responsibility for management of the affairs and business of the corporation. Such Directors shall in all cases act as a Board, regularly convened, by a majority, and they may adopt such rules as regulations for the conduct of their meetings and the management of the corporation as they may deem proper, not inconsistent with these By-Laws, the laws of the State of Florida, and the Declaration of Covenants and Restrictions for Sherwood Forest Subdivision.

Section 5: COMPENSATION. The Directors of the corporation shall serve without compensation.

Section 6: DIRECTORS' MEETINGS. Regular meetings of the Board of Directors shall be held immediately following the annual meeting of the members and at such other times as the Board of Directors may determine. Special meetings of the Board of Directors may be called at any time by two (2) Directors with at least two (2) days notice in accordance with Florida Statutes.

Section 7: VOTING. At all meetings of the Board of Directors, each Director shall have one (1) vote. The act of a

majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 8: VACANCIES. Vacancies in the Board of Directors occurring between annual meetings of the members of the corporation shall be filled for the unexpired portion of the term by a majority of the remaining Directors.

Section 9: REMOVAL OF DIRECTORS. Any one or more of the Directors may be removed at any time by a vote of two-thirds (2/3) of the members. Upon receipt of a petition seeking removal of a Director with at least one-third (1/3) of the members signing, the President shall call a special meeting for the purpose of voting on the removal of the Director(s).

Section 10: QUORUM. At any meeting of the Board of Directors, a majority of the Board shall constitute a quorum for the transaction of business; but in the event of a quorum not being present, a lesser number may adjourn the meeting from time to time until a quorum is present.

ARTICLE III. OFFICERS

Section 1: NUMBER. The officers of the corporation shall be as follows:

President:	Suresh Gupta
Vice President:	Anil Deshpande
Secretary:	Rohini Gupta
Treasurer:	Chitra Deshpande
Past President:	

Section 2: ELECTION. All officers of the corporation shall be elected annually by the members of the corporation at its meeting immediately after the annual meeting of the members of the corporation and shall hold office for the term of one (1) year or until their successors are duly elected and qualified. The Board of Directors may appoint such other agents as it shall deem necessary who shall have such authority and shall perform such duties as from time to time shall be prescribed by the Board of Directors.

Section 3: DUTIES OF OFFICERS. The duties and powers of the officers of the corporation shall be as follows:

PRESIDENT

The President shall preside at all meetings of the Board of Directors and the members of the corporation. The President shall enforce these By-Laws and the Declaration of Covenants and Restrictions for Sherwood Forest Subdivision and perform all of the duties incident to the position and office and which are required by law. The President shall serve as the chief executive officer of the corporation.

VICE PRESIDENT

During the absence or inability of the President to render and perform his or her duties or exercise his or her powers, the same shall be performed and exercised by the Vice President; and when so acting, they shall have all of the powers and be subject to all of the responsibilities hereby granted to or imposed upon such President.

SECRETARY

The Secretary shall keep the minutes of the meetings of the Board of Directors and the members of the corporation. The Secretary shall give and serve all notices of the corporation. The Secretary shall have custody and charge of all books, papers and records of the corporation, except such as by resolution shall be given to another officer of the corporation. The Secretary shall attend to all correspondence and perform all of the duties incident to the office of Secretary. The Secretary shall, in the absence or inability of the Treasurer, sign checks for the payment of debts of the corporation.

TREASURER

The Treasurer shall have the care and custody of and be responsible for all of the funds of the corporation and shall deposit all of such funds in the name of the corporation in such financial institution as the Board of Directors may designate. The Treasurer shall sign, make and endorse in the name of the corporation all checks and other orders for the payment of money and shall pay out and dispose of same and receipt therefor under the direction of the President of the Board of Directors. The Treasurer shall render a statement of the condition of the finances of the corporation at each regular meeting of the Board of Directors and a full financial report at the annual meeting of the members of the corporation. The Treasurer shall keep correct books of account of all the business and transactions of the corporation and such other books of account as the Board of Directors may require. The Treasurer shall do and perform all of the duties appertaining to the office of Treasurer.

PAST PRESIDENT

The immediately past president of the corporation shall continue to serve as an officer and director, ex officio, for one (1) year after his term as president to provide continuity and direction for the corporation.

Section 4: VACANCIES. All vacancies in any office shall be filled by the Board of Directors without undue delay, but said appointment shall be only for the unexpired term of the vacated office.

Section 5: COMPENSATION. The officers of the corporation shall serve without compensation.

ARTICLE IV. BILLS, NOTES, ETC.

Section 1: BILLS, NOTES, ETC. All bills payable, notes, checks or other negotiable instruments of the corporation shall be made in the name of the corporation and shall be signed by the President and Secretary or their substitutes as provided above.

ARTICLE V. DUES AND ASSESSMENTS

Section 1: ANNUAL DUES. Annual dues shall be levied in an amount from time to time determined in accordance with the Declaration of Covenants and Restrictions for Sherwood Forest Subdivision.

ARTICLE VI. FISCAL YEAR

Section 1: FISCAL YEAR. The fiscal year of the corporation shall end on the last day of December.

ARTICLE VII.
AMENDMENTS

Section 1: AMENDMENTS. The By-Laws of the corporation may be altered, amended, repealed or added to by the vote of two-thirds (2/3) of the members of the corporation present at any meeting called for such purpose provided a quorum is present.

ARTICLE VIII.
NOTICE

Section 1: NOTICE - ANNUAL MEETING. The Secretary shall serve personally or by mail a written notice thereof not less than thirty (30) days nor more than sixty (60) days prior to the date of such meeting to each member at his last known address or place of business.

Section 2: NOTICE - SPECIAL MEETINGS. Notice of meetings other than the regular annual meeting shall be given by service upon each member either in person or by mailing to him at his residence at least ten (10) days before the date therein designated for such meeting a written notice specifying the time and place of such meeting and the business to be brought before the meeting. No business other than that specified in such notice shall be transacted at any special meeting, except upon the unanimous consent of all members entitled to notice thereof.

Section 3: NOTICE - DIRECTORS' MEETINGS. Notice of such meeting shall be served by the Secretary at regular meetings. Such notice shall state the purpose(s) for which such meeting is called. No business other than that specified in the call for

the meeting shall be transacted at any regular meeting of the Directors, except upon the unanimous consent of all the Directors present at such meeting.

Section 4: WAIVER OF NOTICE. Whenever by statute, the provisions of the Certificate of Incorporation of the By-Laws, the members of the corporation or the Board of Directors are authorized to take any action after notice, such notice may be waived, in writing, before or after the holding of the meeting, by the person or persons entitled to such notice.

ARTICLE IX.
MISCELLANEOUS

Unless otherwise provided by the Articles or By-Laws, no action, resolution, or other activity requiring a vote of the members of the corporation shall be binding upon the corporation unless two-thirds of the members and a majority of the Directors present and voting at the meeting vote in the affirmative.

SHERWOOD FOREST

SECTION 10, TOWNSHIP 22 SOUTH, RANGE 31 EAST
ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, SUBJECT TO RIGHT OF WAY FOR LOKANOTOSA TRAIL AS PER THE PLAT THEREOF OF ORANGE COUNTY, FLORIDA, CONTAINING THEREIN 19,340 ACRES, MORE OR LESS, EXCLUDING RIGHT OF WAY.

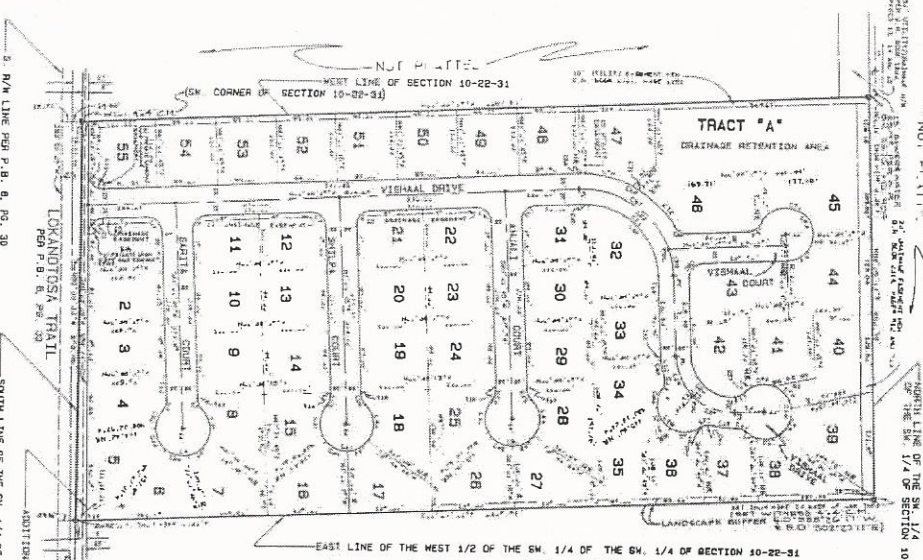


TABLE 1

SECTION	TOWNSHIP	RANGE	ACRES
10-22-31	22	31	19.340
10-22-32	22	31	19.340

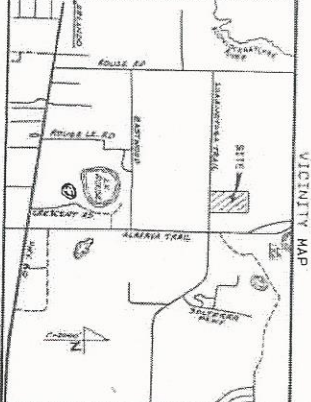
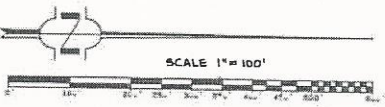
TABLE 2

SECTION	TOWNSHIP	RANGE	ACRES
10-22-31	22	31	19.340
10-22-32	22	31	19.340

TABLE 3

SECTION	TOWNSHIP	RANGE	ACRES
10-22-31	22	31	19.340
10-22-32	22	31	19.340

- NOTES:
1. THE PLAT IS SUBJECT TO THE RIGHT OF WAY FOR LOKANOTOSA TRAIL AS PER THE PLAT THEREOF OF ORANGE COUNTY, FLORIDA.
 2. THE PLAT IS SUBJECT TO THE RIGHT OF WAY FOR DRAINAGE RETENTION AREA AS PER THE PLAT THEREOF OF ORANGE COUNTY, FLORIDA.
 3. THE PLAT IS SUBJECT TO THE RIGHT OF WAY FOR LANDSCAPE BUFFER AS PER THE PLAT THEREOF OF ORANGE COUNTY, FLORIDA.
 4. THE PLAT IS SUBJECT TO THE RIGHT OF WAY FOR LOKANOTOSA TRAIL AS PER THE PLAT THEREOF OF ORANGE COUNTY, FLORIDA.
 5. THE PLAT IS SUBJECT TO THE RIGHT OF WAY FOR DRAINAGE RETENTION AREA AS PER THE PLAT THEREOF OF ORANGE COUNTY, FLORIDA.
 6. THE PLAT IS SUBJECT TO THE RIGHT OF WAY FOR LANDSCAPE BUFFER AS PER THE PLAT THEREOF OF ORANGE COUNTY, FLORIDA.
 7. THE PLAT IS SUBJECT TO THE RIGHT OF WAY FOR LOKANOTOSA TRAIL AS PER THE PLAT THEREOF OF ORANGE COUNTY, FLORIDA.
 8. THE PLAT IS SUBJECT TO THE RIGHT OF WAY FOR DRAINAGE RETENTION AREA AS PER THE PLAT THEREOF OF ORANGE COUNTY, FLORIDA.
 9. THE PLAT IS SUBJECT TO THE RIGHT OF WAY FOR LANDSCAPE BUFFER AS PER THE PLAT THEREOF OF ORANGE COUNTY, FLORIDA.
 10. THE PLAT IS SUBJECT TO THE RIGHT OF WAY FOR LOKANOTOSA TRAIL AS PER THE PLAT THEREOF OF ORANGE COUNTY, FLORIDA.



THE CIVIL DESIGN GROUP, INC.
2808 BOWEN DRIVE
ORANGE, FLORIDA 32604
PHONE (888) 843-4140

PLAT 15 PAGE 46

SHERWOOD FOREST DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner of the lands described in the foregoing plat, do hereby dedicate and give and grant for the use and purpose therein expressed, to the public, the lands and interest therein, as hereinafter described.

IN WITNESS WHEREOF, the undersigned, being duly sworn, has hereunto set his hand and seal at the County of Orange, Florida, this 21st day of January, 1985.

WITNESSES:
BANK, LTD.
BANK, LTD.
BANK, LTD.

STATE OF FLORIDA COUNTY OF ORANGE
THIS IS TO CERTIFY, That on January 21, 1985, before me, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared the undersigned, who acknowledged the execution thereof to be his act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at the County of Orange, Florida, this 21st day of January, 1985.

NOTARY PUBLIC
My Commission Expires March 17, 1987

CERTIFICATE OF SURVEYOR
I, [Name], a duly Licensed Professional Surveyor, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor in the State of Florida.

CERTIFICATE OF APPROVAL BY ZONING DIRECTOR
THIS IS TO CERTIFY, That on 4-24-85, the Orange County Zoning Board has approved the foregoing plat and that it is in compliance with the provisions of Chapter 177, Florida Statutes, and that the same is hereby approved.

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER
I, [Name], County Engineer, do hereby certify that the foregoing plat is in compliance with the provisions of Chapter 177, Florida Statutes, and that the same is hereby approved.

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS
THIS IS TO CERTIFY, That on 4-24-85, the Orange County Board of County Commissioners has approved the foregoing plat and that it is in compliance with the provisions of Chapter 177, Florida Statutes, and that the same is hereby approved.

CERTIFICATE OF COUNTY COMPTROLLER
I, [Name], County Comptroller, do hereby certify that the foregoing plat is in compliance with the provisions of Chapter 177, Florida Statutes, and that the same is hereby approved.

CERTIFICATE OF COUNTY CLERK
I, [Name], County Clerk, do hereby certify that the foregoing plat is in compliance with the provisions of Chapter 177, Florida Statutes, and that the same is hereby approved.