

BYLAWS

OF

BRYN MAWR HOMEOWNERS ASSOCIATION UNIT #5, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is BRYN MAWR, UNIT #5 HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 884 N. Lake Sterling Court, Casselberry, Fl 32707, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Bryn Mawr, unit #5, Homeowners Association, Inc., its successors and assigns.

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

SECTION 3. "Greenbelt Areas" shall mean and refer to Tract A, which is a water retention and access easement to Lake Porter adjacent to Lots 25 through 40, inclusive, and Lots 95 through 104, inclusive; Tract B, which is a Greenbelt and retention and access easement to Lake Farrar adjacent to Lots 9 through 13, inclusive, and Lots 112 through 121 inclusive; Tract C is a Greenbelt and recreational area; Tract D is a Greenbelt area, and Tract E, is a utility and Greenbelt Area, entryway at the intersection of Windy Wood Drive and Ashford Boulevard and that certain decorative wall which the Developer will construct adjacent to Ashford Boulevard, such wall to be located on Lots 1, and 46-51, inclusive.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon the plat of Bryn Mawr, Unit 5, Plat Book 14, Pages 31 and 32; Unit 5, phase II, Plat Book 14, Pages 89 and 90, all in the Public Records of Orange County, Florida.

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 and Living Unit which is situated upon the property; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to the Mortgagee unless

and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

SECTION 6. "Developer" shall mean and refer to HUBERT T. EARLEY and HERITAGE HOMES OF ORLANDO, INC., a OF FLORIDA, INC., a Florida Corporation, and their successors and assigns.

SECTION 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court, 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

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. 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 vote of 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 for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in case of a Special Meeting, the purpose of the meeting. Notice may also be posted at entrance.

SECTION 4. Quorum. The presence at the meeting of members entitled to cast, or proxies entitled to cast, THIRTY PERCENT (30%) 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 Bylaws. 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. Quorum based on number of members current in their dues.

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) no more than SEVEN (7) Directors, who need not be members of the Association.

SECTION 2. Term of Office. At each Annual Meeting, the members shall elect each member of the Board of Directors for a term of one (1) year.

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 elected 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. 1992 Board amended this to exempt Board Members their Annual Dues.

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 Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, 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 closing 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 person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

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

SECTION 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any TWO (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 DIRECTOR

SECTION 1. The Board of Directors shall have the power to:

- A. Adopt and publish rules and regulations governing the use of the Greenbelt Areas and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.
- B. Suspend the voting rights 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 from 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 Bylaws, 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.
- E. Employ a manager, an independent contractor, or such other employee 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 the 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.
 - 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.
- A. 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.
- B. Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- C. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- D. Cause the Greenbelt Areas to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Officers. The officers of this Association shall be a president, and vice president, who shall at 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.

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 by 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 any office he replaces.

SECTION 7. Multiple Offices. The office 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; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

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; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular Annual Meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Review Board as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. 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 Bylaws 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 costs.

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 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 each assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Greenbelt Areas or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "Bryn Mawr, Unit #5 Homeowners Association, Inc., a corporation not for profit".

ARTICLE XIII

AMENDMENTS

SECTION 1. During the first year of existence of this corporation, the Board of Directors shall have the power and authority to alter and amend these Bylaws at a regular or special meeting of the Board by a majority vote of such Board; thereafter, the Bylaws may be altered, amended, added to, or rescinded 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 Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner or the Veterans Administration shall have the right to veto amendments

while Developer owns SEVENTY FIVE PERCENT (75%) of the Lots in the Bryn Mawr Subdivision.

SECTION 2. In the case of any conflicts between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws; the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

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

DECLARATION OF COVENANTS AND RESTRICTIONS
BRYN MAWR, UNIT 5, PHASES I & II

WITNESSETH:

WHEREAS the real property known as BRYN MAWR, UNIT 5, PHASE I, according to the plat thereof as recorded in Plat Book 14, Pages 31 and 32; and UNIT 5, PHASE II, according to the plat thereof as recorded in Plat Book 14, Pages 89 and 90, all in the Public Records of Orange County, Florida; and

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

WHEREAS, a residential community of single family residences with certain water retention, recreation, drainage, landscape, entrance median and fence areas being hereinafter collectively referred to as the "Greenbelt Areas"; and

WHEREAS, the Association desires to provide for the preservation of the values in said community and for the maintenance of the Greenbelt Areas 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 owner thereof; and

WHEREAS, it is desirable, for the efficient preservation of the values and in said community, to create an agency to which will be delegated and assigned the power of maintaining the Greenbelt Areas; administering and enforcing the covenants and restrictions; collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Association referred to in Article I, will be incorporated as a non-profit corporation under the laws of the State of Florida for the purpose of exercising the functions aforesaid.

ARTICLE I

DEFINITIONS

SECTION 1. The following words when used in this Declaration or any supplemental declaration (unless the context shall otherwise prohibit), shall have the following meanings:

- a. "Association" shall mean and refer to Bryn Mawr Homeowners Association Unit #5, Inc., a Florida corporation not for profit.
- b. "Property" shall mean and refer to the Plat of Bryn Mawr, Unit 5, Phase I, as recorded in Plat Book 14, Pages 31 and 32; and Unit 5, Phase II, as recorded in Plat Book 14, Pages 89 and 90, all in the Public Records of Orange County, Florida, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- c. "Greenbelt Areas" shall mean and refer to Tract A, which is a water retention and access easement to Lake Porter, adjacent to Lots 25 through 40, inclusive, and Lots 95 through 104, inclusive; Tract B which is a Greenbelt and retention and access easement to Lake Farrar, adjacent to Lots 9 through 13, inclusive, and Lots 112 through 121 inclusive; Tract C is Greenbelt and recreational area; Tract D is a Greenbelt area, and Tract E, is a utility and Greenbelt Area, entryway at the intersection of Windy Wood Drive and Ashford Boulevard and that a certain decorative wall adjacent to Ashford Boulevard, located on Lots 1, and 46 through 51, inclusive.
- d. "Lot" shall mean and refer to any plot of land shown upon the plat of Bryn Mawr, Unit 5, Phase I, Plat Book 14, Pages 31 and 32; Unit 5, Phase II, Plat Book 14, Pages 89 and 90, all in the Public Records of Orange County, Florida.
- e. "Living Unit" shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single family.
- f. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and Living Unit which is situated upon the property; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to the Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.
- g. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. The Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Orange County, Florida, and is more particularly described as follows, to wit: Bryn Mawr, Unit 5, Phase I, according to the plat thereof as recorded in Plat Book 14, Pages 31 and 32, and Unit 5, Phase II, according to the Plat thereof as recorded in Plat Book 14, Pages 31 and 32, and Unit 5, Phase II, according to the Plat thereof as recorded in Plat Book 14, Pages 89 and 90, all in the Public Records of Orange County, Florida.

SECTION 2. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation, pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the property together with the covenants and restrictions established upon any other properties as one overall plan or scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the property except as hereinafter provided.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. Membership. Every person or entity who is a record owner of a fee simple interest or undivided fee simple interest in any Lot, shall be a Member of the Association; provided, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

SECTION 2. Voting Rights.

CLASS A: Voting members shall be every person or entity who is a record owner of a fee simple interest or undivided fee simple interest in any Lot. Members shall be entitled to one vote for each Lot.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot within the Property 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.

Any annual and special assessments from time to time remaining unpaid, together with interest, cost, and reasonable attorney's fees, shall be a charge on the Lot and shall be a lien upon the Lot against which each such assessment is made, as provided in Section 3, f. of this Article. Each such assessment together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

SECTION 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents and the Property and in particular for the maintenance of the Greenbelt Areas, including, but not limited to:

- a. Payment of operating expenses of the Association;
- b. Maintenance, improvement, and operation of the Greenbelt Areas; the Association shall be obligated to maintain the decorative masonry wall located on Lots 1, and 46-51, inclusive.
- c. Repayment of funds and interest thereon that have been or may be borrowed by the Association for any of the aforesaid purposes;
- d. Doing any other thing necessary or desirable in the judgment of said Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health, or safety hazards.

SECTION 3. Maximum Annual Assessments

- a. Annual Assessment. Until January 1st of the year immediately following the conveyance of the first (1st) Lot by the Developer, the maximum annual assessment per Lot shall be ONE HUNDRED EIGHTY DOLLARS (\$180.00).
- b. Increase in Annual Assessment. From and after January 1st of the year immediately following the conveyance of the first (1st) Lot by the Developer, the maximum annual assessment may be increased each year not more than TEN PERCENT (10%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above TEN PERCENT (10%) by a vote of TWO THIRDS (2/3) of the members who are voting in

person or by proxy at the duly called meeting for this purpose, written notice of which shall be sent to all members at least THIRTY (30) days in advance and shall set forth the purpose of the meeting.

c. Special Assessments for Capital Improvements. In addition to the Annual assessments, the Association may levy in any assessment year a Special Assessment, applicable to that year only. Said assessment shall be levied by the Association for the purposes set forth in Article IV, Section 2, provided that any such assessment shall have the assent of TWO THIRDS (2/3) of the votes of members who are voting in person or by proxy at a meeting called for this purpose.

d. Notice and Quorum for any Action Authorized Under Section 3 b and c. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3, b and c shall be sent to all members not less than THIRTY (30) days nor more than SIXTY (60) days in advance of the meeting. The presence of members or proxies entitled to cast a majority of all the votes of membership shall constitute a quorum.

e. Date of Commencement of Annual Assessments: Due Dates. Annual Assessments shall be collected semi-annually in advance. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at THIRTY (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date 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.

f. Effective of Non-payment of Assessment. If any assessments or fines levied under the provisions of this Declaration are not paid on the date when due, then said assessments or fines or both 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 obligation of the then Owner to pay such assessments or fines or both, 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.

If the assessment or fine or both levied by the Board under the terms of this Declaration is not paid within thirty (30) days after the delinquency date, the assessment or fine or both 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 or fine or both, interest, the cost of the action, including legal fees, whether or not judicial proceedings are involved, and including legal fees and costs incurred on any appeal of a lower court decision.

ARTICLE V ARCHITECTURAL REVIEW BOARD

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the subject property, nor shall any exterior addition to or change or alteration therein be made, until the plan and specifications showing the nature, kind, shape, height, materials, and location of the same, shall be 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 Board as hereinafter defined. If work on an addition change or alteration is commenced prior to approval by the Architectural Review Board, the board of directors may impose a \$50.00 per month fine until such approval is attained.

SECTION 1. Composition. A committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", consisting of a minimum of three (3) home owners. The ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board.

SECTION 2. Duties. The ARB shall have the following duties and powers:

- a. To approve all buildings, fences, walls, pools, or other structures which shall be commenced, erected, or maintained upon the subject property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, kind, shape, height, materials, and location in relation to surrounding structures and topography;
- b. To approve any such building plans and specifications and lot 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 development plan formulated for the subject Property or contiguous lands thereto;
- c. To require to be submitted to it or approval any samples of building materials proposed or any other data or information necessary to reach its decision;
- d. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors of the Association and after a Thirty (30) day notice by the Board of Directors to the Lot Owner of the maintenance deficiencies and upon

the approval of Two Thirds (2/3) vote of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel to repair, maintain and restore the Lot and the exterior buildings and any other improvements directed thereon. The entry of such Lot for such purposes shall not constitute a trespass. The cost of such assessment to which such Lot is subject.

ARTICLE VI RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon each and every Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns, as follows:

SECTION 1. Land Use. No Lot or Living Unit shall be used in whole or in part for anything other than residential purposes. Nothing shall be done on any Lot which may become a nuisance or unreasonable annoyance to the neighborhood.

SECTION 2. Dwelling Size. All Living Units shall have a minimum of One Thousand (1,000) square feet of living area. The floor space within the garage, a breezeway, a porch or an unfinished storage utility room shall not be included within the living area for the purpose of determining the minimum allowable living area.

SECTION 3. Building Location.

- a. Front yards shall not be less than Twenty (20) feet in depth measured from the front Lot line to the front of any Living Unit.
- b. Rear yards shall not be less than Twenty-Five (25) feet in depth measured from the rear Lot line to the rear of any Living Unit, exclusive of pool or patio.
- c. Side yards shall be provided on each side of every Living Unit; provided, however one of the side yards may be reduced to zero and the opposite side yard shall be not less than Ten (10) feet from the side Lot line. Except, that the side yard shall be a minimum of Five (5) feet on the following Lots: 5, 6, 8, 10, 23, 24, 25, 29, 30, 31, 32, 46, 47, 48, 56, 60, 61 and 62, except as may otherwise be approved by the Bureau of Building Inspection of the Planning and Zoning, of the City of Orlando.
- d. All Living Units shall face to the front of the Lot, except in the case of corner lots, in which instance, said Living Unit may face towards either street (provided, however, corner Lot Living Units shall be set back no less than

Twenty (20) feet from the front Lot line and Fifteen (15) feet from the side street Lot line.)

- e. The side yard distance between Living Units shall be not less than Ten (10) feet, or Five (5) feet where allowed as provided in Section 3.c. above, and the rear yard to rear yard distance between Living Units shall not be less than Fifty (50) feet.
- f. Setback shall be measured on a perpendicular to the Lot line to the nearest support for the roof of the structure. Roof overhangs, ornamental and architectural features may be permitted to project into a setback area but the projection shall not exceed Three (3) feet into the setback areas.

SECTION 4. Living Unit Characteristics.

"No Living Unit shall exceed Thirty-five (35) feet in height, nor exceed Two (2) stories. Each Living Unit shall have a One (1) or Two (2) car enclosed garage attached to the Living Unit. No detached garage structure shall be permitted. No garage, nor any portion, thereof, shall be converted into a living area; and garages shall be maintained in a structural condition suitable to accommodate the intended parking use. No driveway may be widened or enlarged so that the paved portion of the driveway extends beyond a line that runs along the outside side walls of the garage. Each Living Unit shall have at least Two (2) off-street parking spaces, one of which must be behind the front building line. Living Units shall be single-family, detached, separated from other units by space on all sides."

SECTION 5. Exterior Materials Only finished materials such as brick, stucco, painted siding, and wood shall be used for the exterior surfaces of buildings.

SECTION 6. Signs. "No sign shall be displayed with the exception of a maximum of one (1) "For Sale" sign upon each Lot or not exceeding 36" X 24"; Family name sign not exceeding 20" X 24"; Security System Sign; and shall otherwise comply with the City of Orlando sign ordinances and regulations."

SECTION 7. Game and Play Structures. All basketball backboards and any other fixed game and play structure shall be located at the rear of the dwelling, or on the side portion of corner Lots within the setback lines. Tree houses or platforms of a like kind or nature will not be constructed on any part of the Lot located in front of the rear line of a Living Unit constructed thereon.

SECTION 8. Fences. After appropriate written approvals have been received from the ARB of the Homeowners Association and the Bureau of Building Inspection of Planning and Zoning, of the City of Orlando, fences will be permitted, subject to the following restrictions:

- a. Fences shall not exceed six (6) feet in height and shall be made of a material of a style and type approved by the ARB. No chain link fence will be permitted.
- b. Fences shall not be permitted beyond the front building line. Provided, however, that a decorative wall, not to exceed three (3) feet in height, may be located no closer than fifteen (15) feet to a front or street side Lot line, when constructed concurrently with the construction of the Living Unit.
- c. Wooden fences must be painted, stained or their surfaces be preserved by some form of coating within sixty (60) days of being erected. The color of the fence must be approved by the ARB.
- d. To preserve access for maintenance, no fence may be placed on a zero Lot line Lot within four (4) feet of the building on the adjacent Lot.

SECTION 9. Swimming Pools, Spas, or Hot Tubs. After appropriate written approvals have been received from the ARB and the Bureau of Building Inspection of Planning and Zoning of the City of Orlando, a swimming pool, spa or hot tub may be located on the rear side of a residential Lot subject to the following restrictions:

- a. Minimum side and rear setbacks shall be at least Five (5) feet from a Lot line to any portion of the Pool, including decking or apron areas.
- b. All swimming pools and spas shall be enclosed either by a fence or a screened enclosure. If a fence is installed it must be in conformity with the requirements of Article VI Section 8 hereof. If a screened enclosure is installed, it must meet all the requirements set forth in Article VI Section 9 hereof.
- c. Pool screen enclosures must be anodized aluminum.
- d. Pool screen enclosures shall not exceed the height of the principle structure. Minimum side and rear setbacks shall be six (6) feet from a lot line to the pool screen enclosure. Minimum side setbacks for the zero lot line side shall be zero (0) or six (6) feet.

SECTION 10. Conditions of Building and Grounds. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such Lot which shall tend to substantially decrease the beauty of the community as a whole or the specific area.

SECTION 11. Accessory Buildings. After appropriate written approvals have been received from the ARB, and the Bureau of Building Inspection of Planning and Zoning of the City of Orlando, accessory storage buildings may be permitted subject to the following restrictions:

- a. Only one (1) detached accessory building shall be permitted on a building Lot.
- b. A detached accessory building shall be located in the rear yard behind the principal building structure.
- c. A detached accessory building shall observe the following minimum setback requirements; rear Lot lines – five (5) feet; side Lot lines shall conform to the setback of the principal structure. At no time will an accessory building be allowed to extend beyond the side building lines of the principal structure.
- d. A detached accessory building shall not exceed seven (7) feet in height, except on Lots which have frontage on Ashford Blvd., which shall have a six (6) foot restriction on the height of an accessory building.
- e. A detached accessory building shall not occupy more than eighty (80) square feet of a rear yard area.
- f. A detached accessory building shall not be used or converted to residential use or occupancy.

SECTION 12. Subordination of Lot Liens to Mortgages. The lien of any assessment against a Lot described in this Declaration shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the Lots. This subordination shall not release such Lot from liability for any assessment now or hereafter due and payable.

SECTION 13. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept at the rear of all Living Units or out of sight from the street. No burning of trash or other waste materials shall be permitted.

SECTION 14. Offensive Activity. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood; and, further, no cows, cattle, goats, hogs, poultry or other like animals or fowl shall be kept or raised on any Lot or any Living Unit; provided, however that nothing herein shall prevent the keeping or raising of a domestic pet; provided, however, all domestic pets shall either be kept on a leash or kept within an enclosed area. In no event shall such pets be kept, bred or maintained for any commercial purposes. No trade, traffic or business of any kind, whether professional, commercial, industrial or manufacturing shall be engaged in or carried on upon the property or any part thereof; any further, no hospital, sanitarium, church, private school, riding academy, tavern or institution of similar or like character shall be conducted or maintained on the property or any part thereof.

SECTION 15. Trailers. No vehicle may be parked on any Lot except upon a paved driveway. Parking on lawn areas of the Lots is specifically prohibited. No house or

travel trailer, camper, boat trailer, boat, tent, barn or similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently unless it is stored in a completely enclosed garage with all doors fully closed.

SECTION 16. Vehicles and Repair. No inoperative cars, trucks, campers, recreational vehicles, mobile homes or any other type of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of 48 hours; provided this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle, on or adjacent to any Lot. No boats, campers or recreational vehicles shall be allowed to be parked for over 24 hours in front of a Living Unit, including the non-front street side of a corner Lot.

SECTION 17. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Said easements are reserved for the purpose described in and shown on the plat of Bryn Mawr, Unit 5, Phase I, Plat Book 14, Pages 31 and 32; and Unit 5, Phase II, Plat Book 14, Pages 89 and 90, all in the Public Records of Orange County, Florida; and (i) the right to use the easement area to erect, install, maintain and use electric, telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, television and/or other public conveniences or utilities; (ii) the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or take any other similar acts reasonably necessary to provide economical and safe utility installation; ~~(iii) the~~ right to maintain reasonable standards of health, safety and appearance, including landscaping. 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.

ARTICLE VII **GENERAL PROVISIONS**

SECTION 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and the Property, and shall insure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded six (6) months in advance of the effective date of such change, unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action.

SECTION 2. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of each meeting.

SECTION 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, or both, and against the land to enforce any Lien created by these covenants; failure by the Association or any Owner to enforce and covenant or restriction, either to restrain violation or recover damages, or both, and against the land to enforce any lien create by these covenants; failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. Waiver of Minor Violations. The Board reserves the right to waive any violations of the covenants contained in this Declaration, in the event the Board shall determine, at their sole discretion, that such violations are minor or dictated by the peculiarities of a particular Lot configuration or topography.

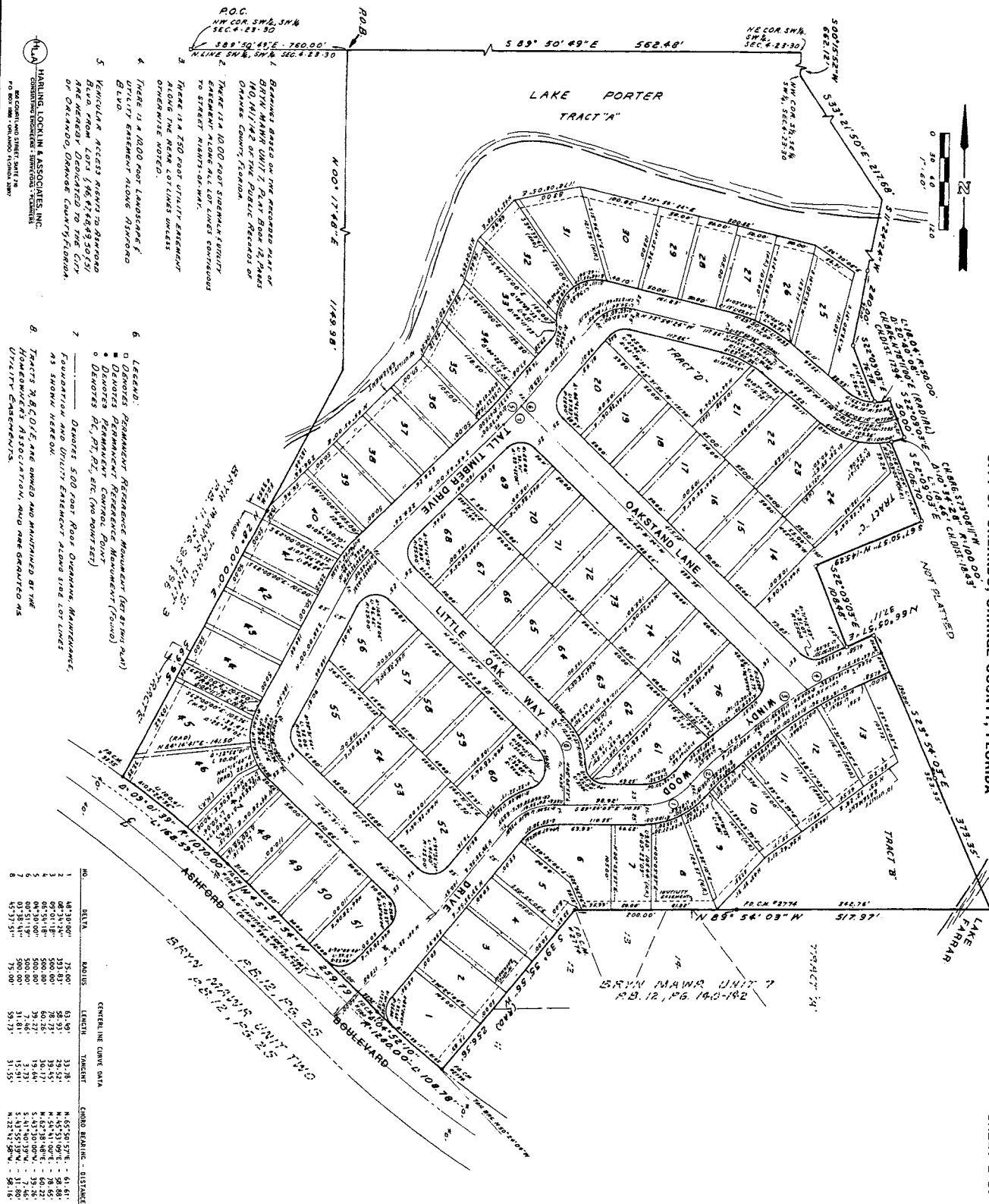
SECTION 5. Attorney's Fees. In the event any action shall be brought by the Association or any owner for the purpose of enforcing the provisions contained in this Declaration it is expressly understood and agreed that all costs, including reasonable attorney's fees, incurred by any moving party in such legal proceeding which results in the successful enforcement hereof, shall be borne in full by the defendant in such proceedings.

SECTION 6. Severability. Invalidation of any one of these covenants and restrictions by judgment or court order, shall in no wise affect any other provisions which shall remain in full force and effect.

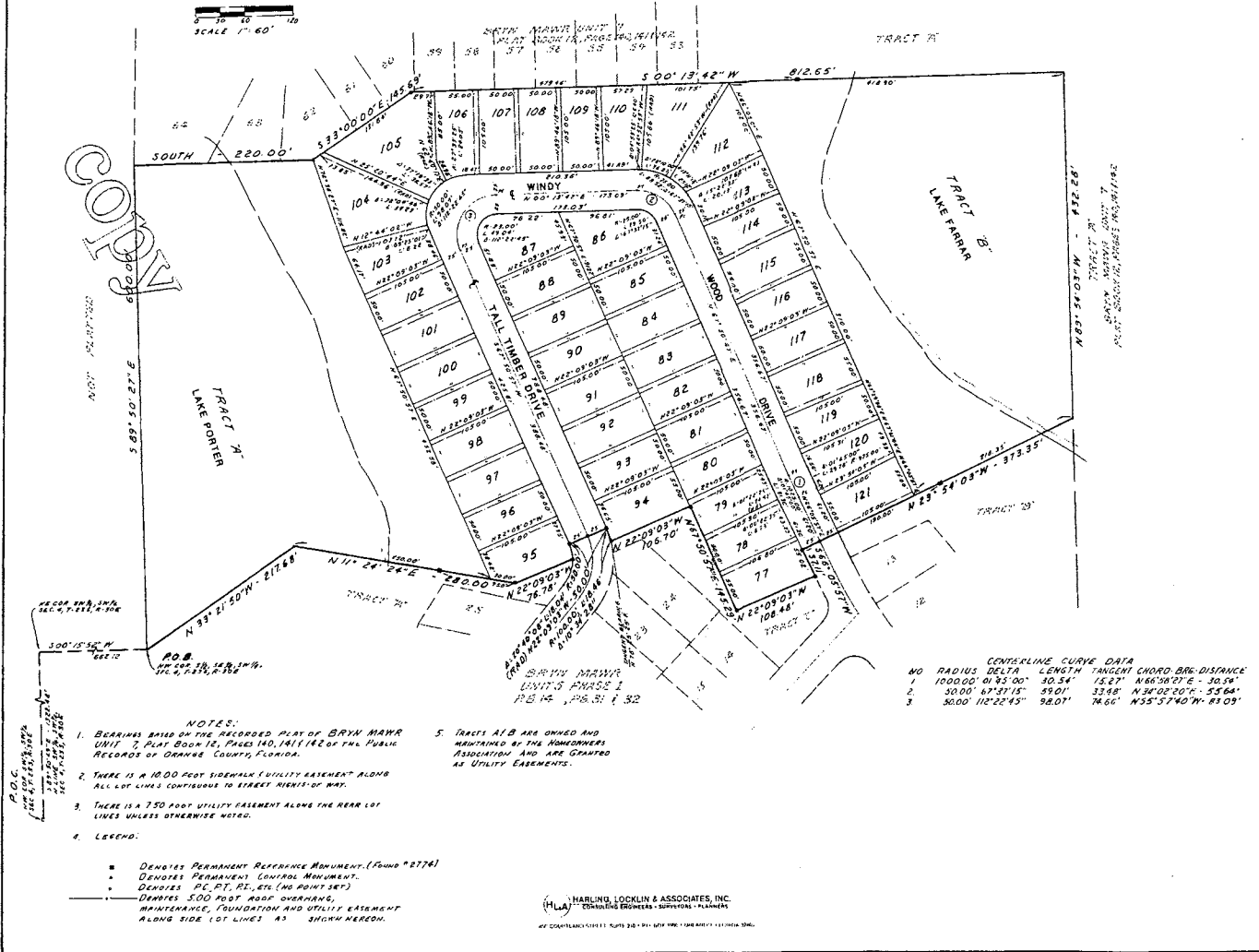
SECTION 7. FHA/VA Approval.

SECTION 8. Amendments. This Declaration of Covenants and Restrictions may be amended by two thirds (2/3) vote of the Board of Directors of the Association or at any time by the then Owners of at least seventy five percent (75%) of the Lots by executing a written instrument affecting said changes and recording said instrument upon the Public Records of Orange County, Florida.

BRYN MAWR UNIT 5 PHASE 1 A PORTION OF THE SW 1/4 OF SECTION 4 AND A PORTION OF THE NW 1/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 30 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA



PLAT BOOK | 4 PAGE 90
SHEET 2 OF 2



Return to:
★

THIS INSTRUMENT PREPARED BY
Roy K. Payne
Assistant City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801
(407) 246-2295

Orange Co FL 1997-0162350
05/08/97 02:25:29pm
OR Bk 5249 Pg 464
Rec 15.00

PERMANENT DRAINAGE EASEMENT

THIS INDENTURE, made this 3 day of December, 1996, by and between BRYN MAWR SOUTH HOMEOWNERS ASSOCIATION #5, INC., a Florida corporation, whose address is: P. O. Box 561428, Orlando, Florida 32856-1428, hereinafter referred to as "Grantor", and the CITY OF ORLANDO, FLORIDA, a municipal corporation duly created and existing under and by virtue of the laws of the State of Florida, situated in Orange County, Florida, hereinafter referred to as "Grantee", whose address is 400 South Orange Avenue, Orlando, Florida 32801:

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent drainage easement over, through and under that certain piece, parcel or tract of real estate situated in the County of Orange, State of Florida, more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE.

The easement granted is more particularly described as the right and privilege of the Grantee to construct or create drainage improvements, over, through or under the above-described tract of land, with the privilege of entering upon said land for the purpose of maintaining, operating and repairing said drainage improvements, together with the rights, easements, privileges and appurtenances in or to said land which may be required for the full enjoyment of the rights herein granted. The easement, rights and privileges granted herein shall be perpetual.

The Grantor hereby covenants with the Grantee and warrants that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey the said easement, and that the real property described above is free of all liens, mortgages and encumbrances of every kind except for real property taxes not delinquent.

IN WITNESS WHEREOF, the Grantor has set its hand and seal the day and year first above written.

Each Signature was signed, sealed and delivered in the presence of the following two witnesses:

Ruth Spasberg
RUTH SPASBERG
(Please type or print name)

Miguel E. Garcia
MIGUEL E. GARCIA
(Please type or print name)

GRANTOR
BRYN MAWR SOUTH HOMEOWNERS
ASSOCIATION #5, INC.

Alonso C. MacAllister
Print Name: Alonso C. MacAllister
Title: Home Owners Assoc. President

OR BK 5249 Pg 465
Orange Co FL 1997-0162550

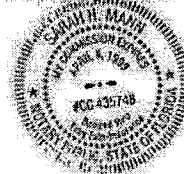
STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, Alonso C. MacAllister as President of BRYN MAWR SOUTH HOMEOWNERS ASSOCIATION #5, INC., known to me or who has produced his/her driver's license as identification, who executed the foregoing instrument on behalf of BRYN MAWR SOUTH HOMEOWNERS ASSOCIATION #5, INC., and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed and was duly authorized so to do.

WITNESS my hand and official seal this 3 day of December, 1996.

Sarah H. Mann
Notary Public
Print Name SARAH H. MANN
My Commission Expires:

RKP:A:\forms#2
bryndrn2.csm

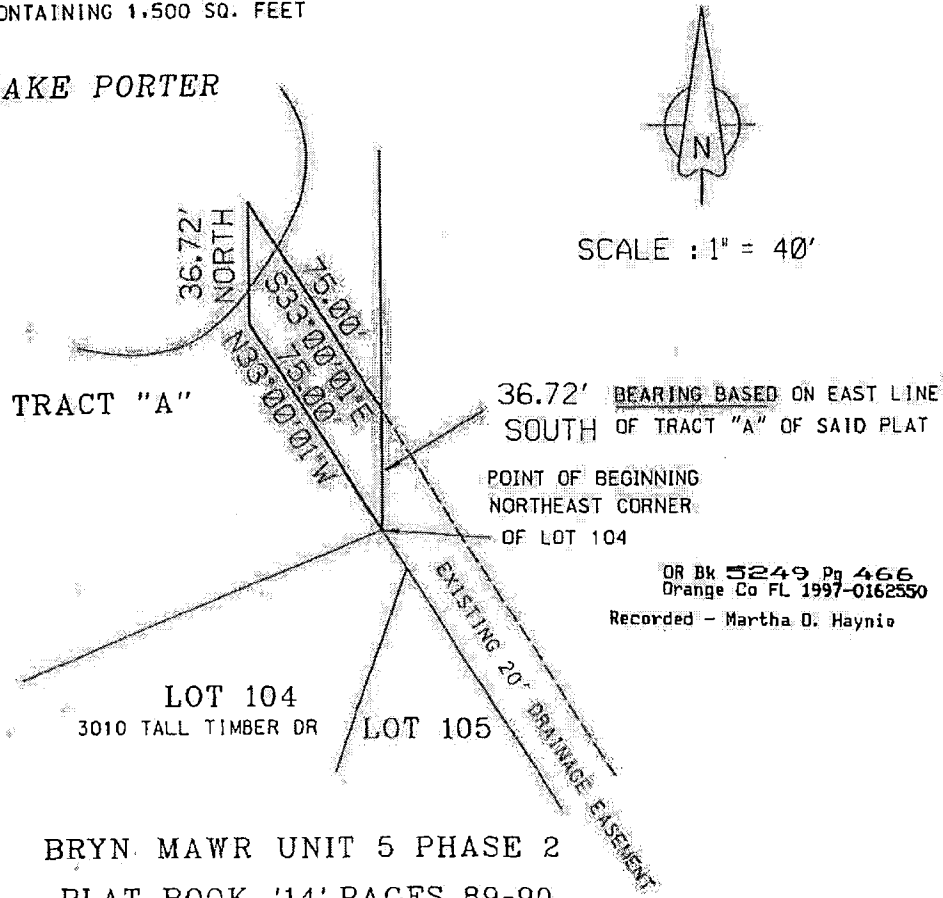


SKETCH OF DESCRIPTION

Begin at the northeast corner of Lot 104, BRYN MAWR UNIT 5 PHASE2 as recored in Plat Book 14, Page 90, Public Records of Orange County ,Florida; thence N 33°00'00" W for 75.00 feet; thence North for 36.72 feet; thence S 33°00'00" E for 75.00 feet; thence South for 36.72 feet to the Point Of Beginning.

CONTAINING 1,500 SQ. FEET

LAKE PORTER



BRYN MAWR UNIT 5 PHASE 2
PLAT BOOK '14', PAGES 89-90

NOT A SURVEY

REV.	NO.	DESCRIPTION OF REVISION			CHK'D	DATE	APPROVED	DATE	
SURVEY SERVICES CITY OF ORLANDO									
TITLE:					SURVEY:	DRAWN:	T.O.	CHECKED:	
PROPOSED DRAINAGE EASEMENT					DOC. NO.:	MAP KEY:	DWG. NO.:		
PROPERTY OWNER:					BRYN MAYR				
HOMEOWNERS ASSOCIATION									
DATE: SEPT. 22, 1996			SCALE:		1"=40'				

EXHIBIT "A"

Rec Fee \$ 17.00 MARTHA O. HAYNIS
Add Fee \$ 2.50 Orange County
Doc Tax \$ Controller
Int Tax \$ By ES
Total \$ 19.50 Deputy Clerk

SPACE RESERVED
FOR RECORDER

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS OF
BRYN MAWR, UNIT 5, PHASES I & II

THIS IS TO CERTIFY THAT the following amendment to the Declaration of Covenants and Restrictions of Bryn Mawr, Unit 5, Phases I and II, as recorded in Official Records Book 3684, Pages 2800-2812, and as amended in Official Records Book 3824, Page 3807 and in Official Records Book 4350, Pages 4797-4801, Public Records of Orange County, Florida, (hereinafter collectively the "Declaration") were duly adopted in accordance with the provisions of the Declaration and Chapter 718, Florida Statutes.

1. Article III of the Declaration is hereby amended as follows:

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1--Membership Every person or entity who is a record owner of a fee simple interest or undivided fee simple interest in any lot, shall be a Member of the Association, provided, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Each lot shall be allowed one (1) vote.

SECTION 2--Voting Rights The Association shall have two (2) classes of voting membership--

Class A--Class A member shall be every person or entity who is a record owner of a fee simple interest or undivided fee simple interest in any lot with the exception of the Developer. Class A members shall be entitled to one vote for each lot.

Class B--Class B members shall be the Developer and the Class B member shall have three (3) votes for each lot owned by said Member.

The Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier--

a--When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or

b--On January 1, 1990--

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SECTION 3--Activation of Association The Developer, in his discretion, shall determine the appropriate time for activation of the Association. Prior to activation of the Association, the Developer shall collect the original assessments set forth under Article IV, Section 3, below, and utilize said sums for the purposes set forth in Article IV, Section 4, below. Prior to activation, Developer shall fund any deficit and, upon activation, Developer shall deliver any unexpended funds to the Association, along with an accounting of funds previously expended. Developer shall activate the Association by giving written notice of an organizational meeting. The date of said meeting shall be no less than fifteen (15) nor more than thirty (30) days subsequent to said notice.

Note: Additions in text are indicated by underline
Deletions by strikethrough.

2. ARTICLE IV, SECTION 1, paragraph 3 is hereby amended as follows:

~~(3)--The Developer for each lot owned within the Property hereby covenants to pay to the Association such sums as set forth in Article III, Section 2, above--~~

3. The first paragraph of ARTICLE V, ARCHITECTURAL REVIEW BOARD is hereby amended as follows:

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the subject property, nor shall any exterior addition to or change or alteration therein be made, until the plan and specifications showing the nature, kind, shape, height, materials, and location of the same, shall be 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 Board as hereinafter defined. If work on an addition change or alteration is commenced prior to approval by the Architectural Review Board, the board of directors may impose a \$50.00 per month fine until such approval is attained. Landscaping of not more than 100 sq. ft. may be installed on any lot without ARB approval.

4. ARTICLE V, SECTION 1, Composition, is hereby amended as follows:

~~The Developer, upon the recording of the Declaration, shall immediately form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", initially consisting of James H. Pant, Thorpe Barclay and David Gennar. The ARB shall maintain this composition until control of the Association has been passed to the Owners other than the Developer. At such time 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 for as long as Developer owns any lots in the Subject Property or has not completed the general plan or development for the entire area owned by Developer. said general plan of development being more specifically described herein. Following the annual election of Association Directors, the newly elected Board of Directors shall immediately form and appoint a committee known as the "Architectural Review Board" hereinafter referred to as the "ARB". The ARB shall consist of four (4) to eight (8) members, plus one (1) member from the Board of Directors, who shall serve as the chairman. The ARB shall report its activities or findings monthly, to the Board of Directors through the ARB chairman.~~

5. The first paragraph of ARTICLE VI, RESTRICTIVE COVENANTS, is hereby amended as follows:

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Developer and upon each and every Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns, as follows:

6. ARTICLE VI, SECTION 1, Land Use, shall be amended as follows:

No Lot or Living Unit shall be used in whole or in part for anything other than residential purposes, except that real estate brokers, owners, and their agents may show dwellings for sale or

Note: Additions in text are indicated by underline
Deletions by strikethrough. -2-

lease; but nothing shall be done on any lot which may become a nuisance or unreasonable annoyance to the neighborhood. Every person, firm, or corporation purchasing a lot recognizes that the Developer, his agents or designated assigns, has the right to: (i) use the lots and houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain furnished model homes on the lots which are open for public inspection seven (7) days per week for such hours as are deemed necessary. It is the express intention of this paragraph that the rights granted to the Developer to maintain sales offices, general business offices, and furnished model homes shall be restricted or limited to Developer's sole activities relating to the sale or lease of dwellings and lots in Bryn Mawr, Unit 5, Phase I, and Unit 5, Phase II.

7. ARTICLE VI, SECTION 5, Exterior Materials, is hereby amended as follows:

Only finished materials such as brick, stucco, painted or ~~aluminum siding~~, ~~stone and wood~~, shall be used for the exterior surfaces of buildings.

8. ARTICLE VI, SECTION 6, Signs, shall be amended as follows:

No sign shall be displayed with the exception of a maximum of one (1) "For Sale" or "For Rent" sign upon each Lot not exceeding 36" x 24"; Family name sign not exceeding 20" x 24"; Security System Sign; and shall otherwise comply with the City of Orlando sign ordinances and regulations. Signage of a temporary nature (political, birth announcements) may also be allowed.

9. ARTICLE VI, SECTION 8, Paragraph a, is hereby amended as follows:

a. Fences shall not exceed six (6) feet in height ~~from the natural ground level~~, and shall be made of a wood material of a style and type approved by the ARB. No chain link fence will be permitted.

10. ARTICLE VII, SECTION 2, Notices, is hereby amended as follows:

Any notices required to be sent to any member or Owner under the provision of this Declaration, shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such meeting. Any correspondence notifying said Member or Owner of impending legal action shall be mailed Certified Mail/Return Receipt Requested.

11. ARTICLE VII, SECTION 8, Amendments, is hereby amended as follows:

This Declaration of Covenants and Restrictions may be amended by Two Thirds (2/3) vote of the Board of Directors of the Association or at any time by the then Owners of at least Seventy Five Percent (75%) of the households represented at a quorumed meeting. Said changes shall then be recorded of the State by executing a written instrument affecting said changes and recording said instrument upon the Public Records of Orange County, Florida, provided, however, in no event shall any amendment be made to this Declaration without the prior written consent of Developer during such time as Developer shall continue to own any lot in Bryn Mawr, Unit 5, Phase I or Unit 5, Phase II.

Note: Additions in text are indicated by underlining
Deletions by ~~strikeout~~. -3-

OR 4516 PG 1440

Executed this 21st day of January, 1993.

BRYN MAWR HOMEOWNERS' ASSOCIATION
UNIT #5, INC.

H. Liane Mole
Print Name: H. Liane Mole

By: [Signature]
David Junghans
President

Barbara K. Thompson
Print Name: Barbara K. Thompson

3427 Windy Wood Drive
Orlando, Florida 32812

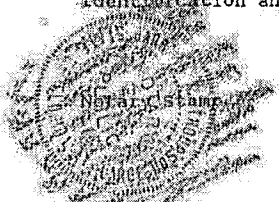
H. Liane Mole
Print Name: H. Liane Mole

Attest: [Signature]
Carol Strum
3214 Oakstand Lane
Orlando, FL 32812

Barbara K. Thompson
Print Name: Barbara K. Thompson

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of January, 1993 by DAVID JUNGHANS, the President of BRYN MAWR HOMEOWNERS' ASSOCIATION UNIT #5, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is known to me or has produced El Salvador License as identification and did not take an oath.

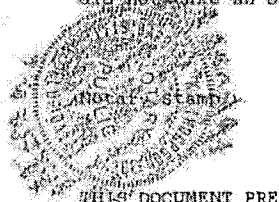


Barbara K. Thompson
Signature of Person Taking
Acknowledgment
Print Name: Barbara K. Thompson
Title: Notary Public
Serial No. (if any):
Commission Expires:

STATE OF FLORIDA
COUNTY OF ORANGE

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 19, 1993
EDMODO THRU FEDERAL INS. UND.

The foregoing instrument was acknowledged before me this 21st day of January, 1993 by Carol Strum, Secretary of Bryn Mawr Homeowners' Association Unit #5, Inc., a Florida non-for-profit corporation, on behalf of the corporation. She is known to me or has produced El Salvador License as identification and did not take an oath.



Barbara K. Thompson
Signature of Person Taking
Acknowledgment
Print Name: Barbara K. Thompson
Title: Notary Public
Serial No. (if any):
Commission Expires:

THIS DOCUMENT PREPARED BY
AETER RECORDING RETURN TO:
S. PIPER ALLAN, ESQUIRE
MAQUIRE, VOORHIS & WELLS, P.A.
Two South Orange Avenue
Post Office Box 633
Orlando, Florida 32802

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 19, 1993
EDMODO THRU FEDERAL INS. UND.

[Signature]
Martha Meyer
County Recorder, Orange Co., FL

R:\R021\0750\0-856

Note: Additions in text are indicated by underline
Deletions by strikethrough. -4-

0R4516PG1444

3939385 Orange Co. FL.
12/04/91 11:06:55am

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS OF
BRYN MAWR, UNIT 5, PHASES I & II

OR 4350 PG 4797

THIS IS TO CERTIFY THAT the following amendments to the Declaration of Covenants and Restrictions of Bryn Mawr, Unit 5, Phases I & II, as recorded in Official Records Book 3684, Pages 2800-2812, and as amended at Official Records Book 3824, Pages 3807-3807, Public Records of Orange County, Florida, and were duly adopted in accordance with the provisions of the Declaration of Covenants and Restrictions, Bryn Mawr, Unit 5, Phases I & II, and Chapter 718, Florida Statutes.

1. Article IV, Subsection 3(f) of subject DECLARATION is hereby amended as follows:

IV. SECTION 3. Maximum Annual Assessment

f. "Effect of Non-Payment of Assessment. If any assessments or fines levied under the provisions of this Declaration are not paid on the date when due, then said assessments or fines or both 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 obligation of the then Owner to pay such assessments or fines or both, 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.

If the assessment or fine or both levied by the Board under the terms of this Declaration is not paid within thirty (30) days after the delinquency date, the assessment or fine or both shall bear interest from the date of delinquency at the rate of TWELVE PERCENT (12%) per annum; 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 or fine or both, interest, the cost of the action, including legal fees, whether or not judicial proceedings are involved, and including legal fees and costs incurred on any appeal of a lower court decision."

2. Article V, Architectural Review Board of subject DECLARATION is hereby amended as follows:

V. Article V, Architectural Review Board

Note: Additions in text are indicated by underline;
Deletions by ~~strikeout~~.

"No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the subject property, nor shall any exterior addition to our change or alteration therein be made, until the plan and specifications showing the nature, kind, shape, height, materials, and location of the same, shall be 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 Board as hereinafter defined. If work on an addition change or alteration is commenced prior to approval by the Architectural Review Board, the board of directors may impose a \$50.00 per month fine until such approval is attained."

3. Article VI, Subsection 4, of the subject DECLARATION is hereby amended as follows:

VI. SECTION 4. Living Unit Characteristics.

"No Living Unit shall exceed Thirty-five (35) feet in height, nor exceed Two (2) stories. Each Living Unit shall have a One (1) or Two (2) car enclosed garage attached to the Living Unit. No detached garage structure shall be permitted. No garage, nor any portion thereof shall be converted into a living area; and garages shall be maintained in a structural condition suitable to accommodate the intended parking use. No driveway may be widened or enlarged so that the paved portion of the driveway extends beyond a line that runs along the outside side walls of the garage. Each Living Unit shall have at least Two (2) off-street parking spaces, one of which must be behind the front building line. Living Units shall be single-family, detached, separated from other units by space on all sides."

4. Article VI, Subsection 6, of the subject DECLARATION is hereby amended as follows:

VI. SECTION 6. Signs.

"No sign shall be displayed with the exception of a maximum of one (1) "For Sale" sign upon each Lot or not exceeding 36" x 24"; Family name sign not exceeding 20" x 24"; Security System Sign; and shall otherwise comply with the City of Orlando sign ordinances and regulations."

5. Article VI, Subsection 8, of the subject DECLARATION is hereby amended as follows:

VI. SECTION 8. Fences

"After appropriate written approvals have been received from the ARB of the Homeowners Association and the Bureau of Building Inspection of Planning and Zoning, of the City of Orlando, fences will be permitted, subject to the following restrictions:

Note: Additions in text are indicated by underline;
Deletions by ~~strikeout~~.

OR4350 PG4798

a. Fences shall not exceed six (6) feet in height and shall be made of a wood material of a style and type approved by the ARB. No chain link fence will be permitted.

b. Fences shall not be permitted beyond the front building line. Provided, however, that a decorative wall, not to exceed Three (3) feet in height, may be located no closer than Fifteen (15) feet to a front or street side Lot line, when constructed concurrently with the construction of the Living Unit.

c. Wooden fences must be painted, stained or their surfaces be preserved by some form of coating within Sixty (60) days of being erected. The color of the fence must be approved by the ARB.

d. To preserve access for maintenance, no fence may be placed on a zero Lot line Lot within Four (4) feet of the building on the adjacent Lot."

6. Article VI, Subsection 14, of subject DECLARATION is hereby amended as follows:

VI. SECTION 14. Offensive Activity.

"No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood; and, further, no cows, cattle, goats, hogs, poultry or other like animals or fowl shall be kept or raised on any Lot or any Living Unit; provided, however, that nothing herein shall prevent the keeping or raising of a domestic pet; provided, however, all domestic pets shall either be kept on a leash or kept within an enclosed area. In no event shall such pets be kept, bred or maintained for any commercial purposes. There shall be no exterior clothes lines or exterior TV antennas, including but not limited to satellite dish antennas and other devices intended to receive satellite or microwave transmissions. Other than conducting those activities relevant to the development, construction and sales as provided in Section 1, no trade, traffic or business of any kind, whether professional, commercial, industrial or manufacturing shall be engaged in or carried on upon the property or any part thereof; any further, no hospital, sanitarium, church, private school, riding academy, tavern or institution of similar or like character shall be conducted or maintained on the property or any part thereof."

7. Article VI, Subsection 15, of subject DECLARATION is hereby amended as follows:

VI. SECTION 15. Trailers.

OR4350 PG4799

Note: Additions in text are indicated by underline;
Deletions by ~~strikeout~~.

" No vehicle may be parked on any Lot except upon a paved driveway. Parking on lawn areas of the Lots is specifically prohibited. No house or travel trailer, camper, boat trailer, boat, tent, barn or similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently unless it is stored in a completely enclosed garage with all doors fully closed. This provision shall not apply to any temporary construction trailer owned by Developer placed upon the property for the purpose of a temporary facility during the course of construction."

EXECUTED this 4th day of DECEMBER, 1991.

(CORPORATE SEAL)

WITNESSES:

Nicole M. Reed

(Signature)

Nicole M. Reed

(Print or Type Name)

Mary Kuenzli

(Signature)

Mary Kuenzli

(Print or Type Name)

BRYN MAWR, UNIT 5, PHASES I & II

By:

Vicki Wilhelm

VICKI WILHELM, President

3045 TALL TIMBER DRIVE

ORLANDO, FLORIDA 32812

(Print Name and Address)

Attest:

Barbara G. Brady

Barbara G. Brady Secretary

3407 Windy Wood Drive

Orlando, FL 32812

(Print Name and Address)

STATE OF FLORIDA
COUNTY OF ORANGE

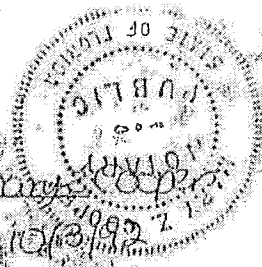
OR4350 PG4800

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Vicki Wilhelm and Barbara G. Brady, well known to me to be the President and Secretary, respectively, of the Property Owners' Association named above, and they acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said Property Owners' Association and that the seal affixed thereto is the true corporate seal of said Property Owners Association.

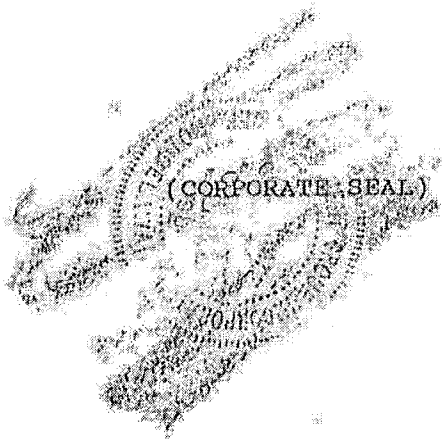
WITNESS my hand and official seal in the County and State last aforesaid on this 4th day of Dec, 1991.

Mary Z. Cooper
Com. exp. 10/3/92

Note: Additions in text are indicated by underline;
Deletions by strikeout.



Notary Public
Margaret T. Waller
(Print or Type Name)
My Commission Expires: 10/3/92



APPROVED BY DEVELOPER
TOMPKINS INVESTMENT GROUP INCORPORATED
By: Margaret T. Waller
Title: Vice President
Name: Margaret T. Waller
Address: 1637 East Vine Street
Kissimmee, Florida 34744

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
JAMES PATRICK CURRY, ESQUIRE
Curry, Taylor & Carls
1900 Summit Tower Blvd., Ste. 800
Orlando, FL 32810
(407) 660-1040
jpcaro@brynnawx.and

RECORDED & RECORDED
Marta A. Haynes
County Comptroller, Orange Co., FL

OR4350 PG4801

65
Vicki Wilhelm
3045 Tall Linden Dr.
Orlando, FL 32812

Note: Additions in text are indicated by underline;
Deletions by strikeout.

2610459 ORANGE CO. FL.
09:03:20AM 10/02/86

OR3824; PG3807

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR BRYN MAWR, UNIT 5, PHASES I AND II
ORANGE COUNTY, FLORIDA

THIS AGREEMENT, made and entered into this 18th day of September, 1986, by MKT HOUSING COMPANY, INC., a Florida Corporation, (hereinafter referred to as the "Declarant") which term shall include the successors and assigns of the said Declarant whenever the context so requires or admits, and FREEDOM SAVINGS AND LOAN ASSOCIATION, WINTER PARK OFFICE, a Florida Capital Stock Association, and FIRST UNION NATIONAL BANK OF FLORIDA, A National Banking Association (hereinafter referred to as the "Mortgagees"), which term shall include the successors and assigns of the said Mortgagee whenever the context so requires or admits:

WITNESSETH

WHEREAS, the Declaration of Covenants and Restrictions for Bryn Mawr, Unit 5, Phases I and II, Orange County, Florida, dated August 19, 1985 were filed for record September 5, 1985 in Official Records Book 3684, Pages 2800 through 2812, of the Public Records of Orange County, Florida, (hereinafter referred to as the "Declaration"); and

WHEREAS, Declarant is presently the owner of more than 75% of the lots in Bryn Mawr, Unit 5, Phases I and II and as such hereby exercises its right granted under Article VII Section 8 of the Declaration to amend said Declaration.

WHEREAS, the Mortgagees are the holders of certain mortgages which encumber the lots owned by the Declarant; and

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, it is hereby agreed by and between Declarant and Mortgagee as follows:

1. The foregoing preambles are all made a part of this Agreement.

2. The previous requirement of Article VI Section 9 Subsection b of the Declaration shall be deleted and amended to now state the following:

All swimming pools and spas shall be enclosed either by a fence or a screened enclosure. If a fence is installed it must be in conformity with the requirements of Article VI Section 8 hereof. If a screened enclosure is installed, it must meet all the requirements set forth in Article VI Section 9 hereof.

3. The previous requirements of Article VI Section 9 Subsection d of the Declaration shall be deleted and amended to now state the following:

Pool screen enclosures shall not exceed the height of the principle structure. Minimum side and rear setbacks shall be six (6) feet from a lot-line to the pool screen enclosure. Minimum side setbacks for the zero lot-line side shall be zero (0) or six (6) feet.

4. That Mortgagees as lien holders, and for that purpose only, have caused this Amendment to be executed on their behalf and hereby consent to the Amendment to said Declaration as hereinabove described.

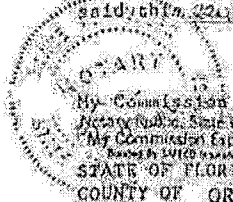
5. That except as above provided, the aforementioned Declaration shall remain unaffected, unchanged and unimpaired in every particular as set forth therein, except as amended by this Agreement.

Prepared by: Marcia K. Tompkins, Attorney
1637 E. Vine St.
Kissimmee, Fl. 32743

PAID
13.00
THOMAS H. LOCKER,
Orange County
Controller
By: 10/02/86 Deputy Clerk
Florida
Rec Fee
Due Tax
Int Tax
Total

OR3824 PG3809

WITNESS my hand and official seal in the County and State last afore-
said this 22nd day of September, 1986.



William J. Winters
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 6, 1988
BONDED BY 10120
STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authoriz-
ed in the State aforesaid and in the County aforesaid to take acknowledge-
ments, personally appeared William J. Winters and
William J. Winters to me known to be the President and
Secretary, respectively, of FIRST UNION NATIONAL BANK OF
FLORIDA, a National Banking Association, and they 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 afore-
said this 25th day of September, 1986.

William J. Winters
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 6, 1988
BONDED BY 10120

RECEIVED BY 10120 AND 10120
William J. Winters
Notary Public

3824 763801

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed all on the day and year first above written.

WITNESSES:

Theresa M. Morgan
Donna M. Morgan

MKT HOUSING COMPANY, INC.
A Florida Corporation

By: Thomas N. Tompkins
Thomas N. Tompkins, President

Attest: Sandra P. Lucas
Sandra P. Lucas, Secretary

Diane J. Wenter
Mary D. Barnett

FREEDOM SAVINGS AND LOAN ASSOCIATION, INC.
A Florida Capital Stock Association

By: Charles R. Keller
Attest: Victor J. LaPorte, Jr.

Ellen L. Hardy

FIRST UNION NATIONAL BANK OF FLORIDA
A National Banking Association

By: Ellen L. Hardy
Attest: Ellen L. Hardy

STATE OF FLORIDA
COUNTY OF OSCEOLA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared THOMAS N. TOMPKINS and SANDRA P. LUCAS, to me known to be the President and Secretary, respectively, of MKT HOUSING COMPANY, INC., a Florida corporation, and they 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 18 day of September, 1986.

Theresa M. Morgan
Notary Public

My Commission Expires: 11/2/87

STATE OF FLORIDA
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Charles R. Keller and Victor J. LaPorte, Jr., to me known to be the President and Secretary, respectively, of FREEDOM SAVINGS AND LOAN ASSOCIATION, a Florida Capital Stock Association, and they 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.

ARTICLES OF INCORPORATION
OF
BRYN MAWR HOMEOWNERS ASSOCIATION UNIT #5

FILED

SEP 3 11 9:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

ARTICLE I

NAME

The name of this corporation shall be BRYN MAWR HOMEOWNERS ASSOCIATION UNIT #5, INC., hereinafter called the "Association". The principal office of the Association shall be located at 884 N. Lake Sterling Court, Casselberry, FL 32707.

ARTICLE II

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members hereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential lots and Greenbelt Areas, within that certain tract of property described as:

BRYN MAWR, UNIT 5, PHASE I, according to the plat thereof as recorded in Plat Book 14, Pages 31 and 32; and UNIT 5, PHASE II, according to the plate thereof as recorded in Plat Book 14, Pages 89 and 90, all in the Public Records of Orange County, Florida.

and to promote the health, safety, and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association 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 that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the office of the Clerk of the Circuit Court, Orange County, Florida, and as the

same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

(c) acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real and personal property in connection with the affairs of the Association;

(d) participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Common Area;

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

ARTICLE III

MEMBERSHIP

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

ARTICLE IV

MANAGEMENT AND TIME OF ELECTION

(a) The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less

than Three (3) nor more than Seven (7) Directors.

(b) Directors shall be elected by the voting members in accordance with the Bylaws at the regular Annual Meeting of the membership of the corporation. Directors shall be elected to serve for a term of One (1) year. In the event of a vacancy, the elected Directors may appoint an additional Director to serve the balance of said year.

(c) All officers shall be appointed by the Board of Directors in accordance with the Bylaws at the regular Annual Meeting of the Board of Directors to be held immediately following the Annual Meeting of the membership. The Board of Directors shall elect from among the the members, a President, Vice President, Secretary, Treasurer, and such other officers as it shall deem desirable.

ARTICLE V

NAMES OF OFFICERS

The names of the Officers who shall serve until the first election are as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	HUBERT R. EARLEY	884 N. Lake Sterling Court Casselberry, FL 32707
Vice President	JAMES H. FANT III	884 N. Lake Sterling Court Casselberry, FL 32707
Secretary/ Treasurer	THORPE EARLEY	884 N. Lake Sterling Court Casselberry, FL 32707

ARTICLE VI

BOARD OF DIRECTORS

The following three (3) persons shall constitute the first Board of Directors:

<u>NAME</u>	<u>RESIDENCE</u>
HUBERT R. EARLEY	884 N. Lake Sterling Court Casselberry, FL 32707
JAMES H. FANT III	884 N. Lake Sterling Court Casselberry, FL 32707
THORPE EARLEY	884 N. Lake Sterling Court Casselberry, FL 32707

ARTICLE VII

BYLAWS

Bylaws for the Corporation shall be initially adopted by the first Board of Directors set out in Article VI above of the Corporation; during the first (1st) year of existence of the Corporation, the Board of Directors shall have the power and authority to alter and amend the Bylaws by a majority vote of such Board, thereafter, the Bylaws of this Corporation may be altered, amended, added to, or rescinded by a majority vote of a quorum of members present in person or by proxy, except that the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner or the Veterans Administration, shall have the right to veto any amendments while Developer owns Seventy Five Percent (75%) of the Lots in the subdivision.

ARTICLE VIII

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles of Incorporation may only be amended by a majority vote of the members of the first (1st) Board of Directors, set out in Article VI, above of the Corporation for the first (1st) year of existence of the Corporation; thereafter the Articles of Incorporation may be amended by resolution adopted by a majority of the Board of Directors and approved by a vote of members of the Association having no less than Seventy Five Percent (75%) of the total membership vote of this Association, or approved in writing by Seventy Five Percent (75%) of the entire membership of this Association.

ARTICLE IX

CORPORATE EXISTENCE

This Corporation shall exist perpetually.

ARTICLE X

RESIDENT AGENT

Kenneth F. Oswald, Attorney at Law, Suite 110, 600 Courtland Street, Orlando, Florida, 32804, is hereby appointed the initial Registered Agent of this Association.

ARTICLE XI

SUBSCRIPTION

The name and address of the subscribers hereto are as follows:

<u>NAME</u>	<u>ADDRESS</u>
HUBERT R. EARLEY	884 N. Lake Sterling Court Casselberry, FL 32707
JAMES H. FANT III	884 N. Lake Sterling Court Casselberry, FL 32707
THORPE EARLEY	884 N. Lake Sterling Court Casselberry, FL 32707

ARTICLE XII

FHA/VA APPROVAL

As long as the Developer owns Seventy Five Percent (75%) or more of the Lots in the Subdivision, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; annexation of additional properties, mergers, and consolidations, mortgaging of the Greenbelt Areas, dissolution, and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the Incorporators of this Association, have executed these Articles of Incorporation this 12th day of August, 1985.


HUBERT R. EARLEY


JAMES H. FANT III


THORPE EARLEY

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized to administer oaths, personally appeared HUBERT R. EARLEY, JAMES H. FANT III and THORPE EARLEY, well known to me to be the persons named in the foregoing instrument, and they acknowledged before me executing the same.

WITNESS my hand and official seal in the State and County last aforesaid this 12th day of August, 1985.


Notary Public
My Commission Expires:

Notary Public, State of Florida At Large
My Commission Expires Sept. 26, 1986
Notary Public, State of Florida At Large

ACCEPTANCE OF RESIDENT AGENT

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.

K.F. Oswald
KENNETH F. OSWALD
RESIDENT AGENT

FILED
SEP 3 1953
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2377894

ORANGE
CO., FL

SEP 5 8 56 AM '85 L. 3684 PG 2800 53.00

DECLARATION OF COVENANTS AND RESTRICTIONSBRYN MAWR, UNIT 5, PHASES I & II

THIS DECLARATION made this 19th day of August, 1985, by HUBERT R. EARLEY and HERITAGE HOMES OF ORLANDO, INC., a Florida Corporation, hereinafter referred to as "Developer":

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain real property known as BRYN MAWR, UNIT 5, PHASE I, according to the plat thereof as recorded in Plat Book 14, Pages 31 and 32; and UNIT 5, PHASE II, according to the plat thereof as recorded in Plat Book 14, Pages 89 and 90, all in the Public Records of Orange County, Florida; and

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

WHEREAS, Developer desires to create on the Property a residential community of single family residences with certain water retention, recreation, drainage, landscape, entrance median and fence areas being hereinafter collectively referred to as the "Greenbelt Areas"; and

WHEREAS, Developer desires to provide for the preservation of the values in said community and for the maintenance of the Greenbelt Areas 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 owner thereof; and

WHEREAS, Developer deems it desirable, for the efficient preservation of the values and in said community, to create an agency to which will be delegated and assigned the power of maintaining the Greenbelt Areas; administering and enforcing the covenants and restrictions; collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall cause the Association referred to in Article I, to be incorporated as a non-profit corporation under the laws of the State of Florida for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens, sometimes hereinafter referred to as "covenants and restrictions", hereinafter set forth.

ARTICLE IDEFINITIONS

SECTION 1. The following words when used in this Declaration or any supplemental declaration (unless the context shall otherwise prohibit), shall have the following meanings:

a. "Association" shall mean and refer to Bryn Mawr Homeowners Association Unit #5, Inc., a Florida corporation not for profit.

RETURN TO:

This instrument prepared by:
KENNETH F. OSWALD
ATTORNEY-AT-LAW
600 COURTLAND ST., SUITE 110
ORLANDO, FLORIDA 32804

b. "Property" shall mean and refer to the Plat of Bryn Mawr, Unit 5, Phase I, as recorded in Plat Book 14, Pages 31 and 32; and Unit 5, Phase II, as recorded in Plat Book 14, Pages 89 and 90, all in the Public Records of Orange County, Florida, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

c. "Greenbelt Areas" shall mean and refer to Tract A, which is a water retention and access easement to Lake Porter adjacent to Lots 25 through 40, inclusive, and Lots 95 through 104, inclusive; Tract B which is a Greenbelt and retention and access easement to Lake Farrar adjacent to Lots 9 through 13, inclusive, and Lots 112 through 121 inclusive; Tract C is Greenbelt and recreational area; Tract D is a Greenbelt area, and Tract E, is a utility and Greenbelt Area, entryway at the intersection of Windy Wood Drive and Ashford Boulevard and that certain decorative wall which the Developer will construct adjacent to Ashford Boulevard, such wall to be located on Lots 1, and 46-51, inclusive.

d. "Lot" shall mean and refer to any plot of land shown upon the plat of Bryn Mawr, Unit 5, Phase I, Plat Book 14, Pages 31 and 32; Unit 5, Phase II, Plat Book 14, Pages 89 and 90, all in the Public Records of Orange County, Florida,

e. "Living Unit" shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single family.

f. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and Living Unit which is situated upon the property; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to the Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

g. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, below.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. The Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Orange County, Florida, and is more particularly described as follows, to wit:

Bryn Mawr, Unit 5, Phase I, according to the plat thereof as recorded in Plat Book 14, Pages 31 and 32, and Unit 5, Phase II, according to the Plat thereof as recorded in Plat Book 14, Pages 89 and 90, all in the Public Records of Orange County, Florida.

SECTION 2. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation, pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the property together with the covenants and restrictions established upon any other properties as one overall plan or scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the property except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. Membership. Every person or entity who is a record owner of a fee simple interest or undivided fee simple interest in any Lot, shall be a Member of the Association; provided, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

SECTION 2. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A: Class A Members shall be every person or entity who is a record owner of a fee simple interest or undivided fee simple interest in any Lot with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot.

Class B: Class B Members shall be the Developer and the Class B Member shall have THREE (3) votes for each Lot owned by said Member.

The Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, which ever occurs earlier:

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

b. On January 1, 1990.

SECTION 3. Activation of Association. The Developer, in his discretion, shall determine the appropriate time for activation of the Association. Prior to activation of the association, the Developer shall collect the original assessments set forth under Article IV, Section 3, below, and utilize said sums for the purposes set forth in Article IV, Section 2, below. Prior to activation, Developer shall fund any deficit and, upon activation, Developer shall deliver any unused funds to the Association, along with an accounting of funds previously expended. Developer shall activate the Association by giving written notice of an organizational meeting. The date of said meeting shall be no less than fifteen (15) nor more than thirty (30) days subsequent to said notice.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot within the Property, other than the Developer, 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.
- (3) The Developer for each Lot owned within the Property hereby covenants to pay to the Association such sums as set forth in Article III, Section 3, above;

Any annual and special assessments from time to time remaining unpaid, together with interest, cost, and reasonable attorney's fees, shall be

a charge on the Lot and shall be a lien upon the Lot against which each such assessment is made, as provided in Section 3, f. of this Article. Each such assessment together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot, other than the Developer, at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

SECTION 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents and the Property and in particular for the maintenance of the Greenbelt Areas, including, but not limited to:

- a. Payment of operating expenses of the Association;
- b. Maintenance, improvement, and operation of the Greenbelt Areas; the Association shall be obligated to maintain the decorative masonry wall located on Lots 1, and 46-51, inclusive.
- c. Repayment of funds and interest thereon that have been or may be borrowed by the Association for any of the aforesaid purposes;
- d. Doing any other thing necessary or desirable in the judgment of said Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health, or safety hazards.

SECTION 3. Maximum Annual Assessments.

a. **Annual Assessment.** Until January 1st of the year immediately following the conveyance of the first (1st) Lot by the Developer the maximum annual assessment per Lot shall be ONE HUNDRED EIGHTY DOLLARS (\$180.00).

b. **Increase in Annual Assessment.** From and after January 1st of the year immediately following the conveyance of the first (1st) Lot by the Developer, the maximum annual assessment may be increased each year not more than TEN PERCENT (10%) above the maximum assessment for the previous year without a vote of each class of membership. The maximum annual assessment may be increased above TEN PERCENT (10%) by a vote of TWO THIRDS (2/3) of each class of members who are voting in person or by proxy at a duly called meeting for this purpose, written notice of which shall be sent to all members at least THIRTY (30) days in advance and shall set forth the purpose of the meeting.

c. **Special Assessments for Capital Improvements.** In addition to the Annual Assessments, the Association may levy in any assessment year a Special Assessment, applicable to that year only. Said assessment shall be levied by the Association for the purposes set forth in Article IV, Section 2, 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 called for this purpose.

d. **Notice and Quorum for any Action Authorized Under Section 3, b and c.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3, b and c 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 (1st) such meeting called, the presence of members or proxies entitled to cast a majority of all the votes of each Class of membership shall constitute a quorum.

e. **Date of Commencement of Annual Assessments: Due Dates.** The Annual Assessments provided for herein, except as to Lots owned by the Developer, shall commence as to all Lots on the First (1st) day of the month following the conveyance of the first Lot by the Developer.

The First (1st) Annual Assessment shall be adjusted according to the number of months remaining in the calendar year and shall be payable at the sale and closing of each Lot. Thereafter, Annual Assessments shall be collected semi-annually in advance. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at THIRTY (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date 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.

f. Effect of Non-Payment of Assessment. 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 obligation 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.

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 TWELVE PERCENT (12%) 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 interest the cost of the action, including legal fees, whether or not judicial proceedings are involved, and including legal fees and costs incurred on any appeal of a lower court decision.

g. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the Lot subject to assessment. The subordination shall not release such Lot from liability for any assessments now or hereafter due and payable.

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

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or lien.

i. Uniform Rate of Assessment. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots, except as to Lots owned by the Developer.

ARTICLE V

ARCHITECTURAL REVIEW BOARD

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the subject property, nor shall any

exterior addition to or change or alteration therein be made, until the plan and specifications showing the nature, kind, shape, height, materials, and location of the same, shall be 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 Board as hereinafter defined.

SECTION 1. Composition. The Developer, upon the recording of the Declaration, shall immediately form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", initially consisting of James H. Fant, Thorpe Earley and David Seaman. The ARB shall maintain this composition until control of the Association has been passed to the Owners other than the Developer. At such time 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 for so long as Developer owns any lots in the Subject Property or has not completed the general plan or development for the entire area owned by Developer, said general plan of development being more specifically described herein.

SECTION 2. Duties. The ARB shall have the following duties and powers:

a. To approve all buildings, fences, walls, pools, or other structures which shall be commenced, erected, or maintained upon the subject property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, kind, shape, height, materials, and location in relation to surrounding structures and topography;

b. To approve any such building plans and specifications and lot 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 development plan formulated by the Developer for the Subject Property or contiguous lands thereto;

c. 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;

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

ARTICLE VI

RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Developer and upon each and every Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns, as follows:

SECTION 1. Land Use. No Lot or Living Unit shall be used in whole or in part for anything other than residential purposes, except that real estate brokers, owners, and their agents may show dwellings for sale or lease; but nothing shall be done on any Lot which may become a nuisance or unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot recognizes that the Developer, his agents or designated assigns, has the right to; (i) use the Lots and houses erected thereon for sales offices, field construction offices, storage facilities, general business offices; and (ii) maintain furnished model homes on the Lots which are open for public inspection Seven (7) days per week for such hours as are deemed necessary. It is the express intention of this paragraph that the rights granted to the Developer to maintain sales offices, general business offices, and furnished model homes shall be restricted or limited to Developer's sale activities relating to the sale or lease of dwellings and Lots in Bryn Mawr, Unit 5, Phase I, and Unit 5, Phase II.

SECTION 2. Dwelling Size. All Living Units shall have a minimum of One Thousand (1,000) square feet of living area. The floor space within the garage, a breezeway, a porch or an unfinished storage utility room shall not be included within the living area for the purpose of determining the minimum allowable living area.

SECTION 3. Building Location.

a. Front yards shall not be less than Twenty (20) feet in depth measured from the front Lot line to the front of any Living Unit.

b. Rear yards shall not be less than Twenty-five (25) feet in depth measured from the rear Lot line to the rear of any Living Unit, exclusive of pool or patio.

c. Side yards shall be provided on each side of every Living Unit; provided, however, one of the side yards may be reduced to zero and the opposite side yard shall be not less than Ten (10) feet from the side Lot line. Except, that the side yard shall be a minimum of Five (5) feet on the following Lots, Lots 5, 6, 8, 10, 23, 24, 25, 29, 30, 31, 32, 46, 47, 48, 56, 60, 61 and 62, except as may otherwise be approved by the Bureau of Building Inspection of the Planning and Zoning, of the City of Orlando.

d. All Living Units shall face to the front of the Lot, except in the case of corner lots, in which instance, said Living Unit may face towards either street (provided, however, corner Lot Living Units shall be set back no less than Twenty (20) feet from the front Lot line and Fifteen (15) feet from the side street Lot line.)

e. The side yard distance between Living Units shall be not less than Ten (10) feet, or Five (5) feet where allowed as provided in Section 3.c. above, and the rear yard to rear yard distance between Living Units shall not be less than Fifty (50) feet.

f. Setback shall be measured on a perpendicular to the Lot line to the nearest support for the roof of the structure. Roof overhangs, ornamental and architectural features may be permitted to project into a setback area but the projection shall not exceed Three (3) feet into the setback areas.

SECTION 4. Living Unit Characteristics. No Living Unit shall exceed Thirty-five (35) feet in height, nor exceed Two (2) stories. Each Living Unit shall have a One (1) or Two (2) car enclosed garage attached to the Living Unit. No detached garage structure shall be permitted. No garage, nor any portion thereof shall be converted into a living area; and garages shall be maintained in a structural condition suitable to accommodate the intended parking use. Each Living Unit shall have at least Two (2) off-street parking spaces, one of which must be behind the front building line. Living Units shall be

single-family, detached, separated from other units by space on all sides.

SECTION 5. Exterior Materials. Only finished materials such as brick, stucco, painted siding, and wood shall be used for the exterior surfaces of buildings.

SECTION 6. Signs. No sign shall be displayed with the exception of a maximum of one (1) "For Sale" sign upon each Lot not exceeding 36" x 24", and shall otherwise comply with the City of Orlando sign ordinances and regulations.

SECTION 7. Game and Play Structures. All basketball backboards and any other fixed game and play structure shall be located at the rear of the dwelling, or on the side portion of corner Lots within the setback lines. Treehouses or platforms of a like kind or nature will not be constructed on any part of the Lot located in front of the rear line of a Living Unit constructed thereon.

SECTION 8. Fences. After appropriate written approvals have been received from the ARB of the Homeowners Association and the Bureau of Building Inspection of Planning and Zoning, of the City of Orlando, fences will be permitted, subject to the following restrictions:

a. Fences shall not exceed six (6) feet in height and shall be made of a wood material of a style and type approved by the ARB. No chain link fence will be permitted.

b. Fences shall not be permitted beyond the front building line. Provided, however, that a decorative wall, not to exceed Three (3) feet in height, may be located no closer than Fifteen (15) feet to a front or a street side Lot line, when constructed concurrently with the construction of the Living Unit.

SECTION 9. Swimming Pools, Spas, or Hot Tubs. After appropriate written approvals have been received from the ARB and the Bureau of Building Inspection of Planning and Zoning of the City of Orlando, a swimming pool, spa or hot tub may be located on the rear side of a residential Lot subject to the following restrictions:

a. Minimum side and rear setbacks shall be at least Five (5) feet from a Lot line to any portion of the pool, including decking or apron areas.

b. All swimming pools and spas, shall be enclosed by a fence as required by City Code; however, the fence must be in conformity with the requirements outlined in Section 8 hereof.

c. Pool screen enclosures must be anodized aluminum.

d. Pool screen enclosures cannot exceed the height of the Living Unit; provided further that screen enclosures and similar structures shall not extend beyond the established building envelope.

SECTION 10. Conditions of Building and Grounds. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such Lot which shall tend to substantially decrease the beauty of the community as a whole or the specific area. This restriction shall apply before, during and after construction.

SECTION 11. Accessory Buildings. After appropriate written approvals have been received from the ARB, and the Bureau of Building Inspection of Planning and Zoning of the City of Orlando, accessory storage buildings may be permitted subject to the following restrictions:

a. Only One (1) detached accessory building shall be permitted on a building Lot.

b. A detached accessory building shall be located in the rear yard behind the principal building structure.

c. A detached accessory building shall observe the following minimum setback requirements; rear Lot lines - Five (5) feet; side Lot lines shall conform to the setback of the principal structure. At no time will an accessory building be allowed to extend beyond the side building lines of the principal structure.

d. A detached accessory building shall not exceed Seven (7) feet in height, except on Lots which have frontage on Ashford Blvd., which shall have a Six (6) foot restriction on the height of an accessory building.

e. A detached accessory building shall not occupy more than Eighty (80) square feet of a rear yard area.

f. A detached accessory building shall not used or converted to residential use or occupancy.

SECTION 12. Subordination of Lot Liens to Mortgages. The lien of any assessment against a Lot described in this Declaration shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the Lots. This subordination shall not release such Lot from liability for any assessment now or hereafter due and payable.

SECTION 13. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept at the rear of all Living Units or out of sight from the street. No burning of trash or other waste materials shall be permitted.

SECTION 14. Offensive Activity. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood; and, further, no cows, cattle, goats, hogs, poultry or other like animals or fowl shall be kept or raised on any Lot or any Living Unit; provided, however, that nothing herein shall prevent the keeping or raising of a domestic pet; provided, however, all domestic pets shall either be kept on a leash or kept within an enclosed area. In no event shall such pets be kept, bred or maintained for any commercial purposes. There shall be no exterior clothes lines or exterior TV antennas. Other than conducting those activities relevant to the development, construction and sales as provided in Section 1, no trade, traffic or business of any kind, whether professional, commercial, industrial or manufacturing shall be engaged in or carried on upon the property or any part thereof; and further, no hospital, sanitarium, church, private school, riding academy, tavern or institution of similar or like character shall be conducted or maintained on the property or any part thereof.

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

SECTION 16. Vehicles and Repair. No inoperative cars, trucks, campers, recreational vehicles, mobile homes or any other type of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of 48 hours; provided this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle, on or adjacent to any Lot. No boats, campers or recreational vehicles shall be allowed to be parked for over 24 hours in front of a Living Unit, including the non-front street side of a corner Lot.

SECTION 17. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Said easements are reserved for the purpose described in and shown on the plat of Bryn Mawr, Unit 5, Phase I, Plat Book 14, Pages 31 and 32; and Unit 5, Phase II, Plat Book 14, Pages 89 and 90, all in the Public Records of Orange County, Florida; and (i) the right to use the easement area to erect, install, maintain and use electric, telephone poles, wires, cables, conduits, sewers, watermains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, television and/or other public conveniences or utilities; (ii) the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar acts reasonably necessary to provide economical and safe utility installation; (iii) the right to maintain reasonable standards of health, safety and appearance, including landscaping; provided, however, that said easement, reservation and right shall not be considered an obligation of the Developer to provide or maintain any such utility or service. 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.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their representatives, heirs, successors and assigns, for a term of Fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by the then Owners of Two Thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded Six (6) months in advance of the effective date of such change, unless written notice of the proposed agreement is sent to every Owner at least Ninety (90) days in advance of any action.

SECTION 2. Notices. Any notices required to be sent to any member or Owner under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such meeting.

SECTION 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, or both, and against the land to enforce any lien created by these covenants; failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. Waiver of Minor Violations. Developer, his

successors or assigns, reserves the right to waive any violations of the covenants contained in this Declaration, in the event Developer shall determine, in his sole discretion, that such violations are minor or dictated by the peculiarities of a particular Lot configuration or topography.

SECTION 5. Attorney's Fees. In the event any action shall be brought by the Developer, his successors or assigns, or by the Association or any Owner for the purpose of enforcing the provisions contained in this Declaration, it is expressly understood and agreed that all costs, including reasonable attorney's fees, incurred by any moving party in such legal proceeding which results in the successful enforcement hereof, shall be borne in full by the defendant in such proceedings.

SECTION 6. Severability. Invalidation of any one of these covenants and restrictions by judgement or court order, shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 7. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner or the Veterans Administration; annexation of additional property, dedication of common area, and amendment of this Declaration of Covenants and Restrictions.

D SECTION 8. Amendments. This Declaration of Covenants and Restrictions may be amended by two thirds (2/3) vote of the Board of Directors of the Association or at any time by the then Owners of at least Seventy Five Percent (75%) of the Lots by executing a written instrument affecting said changes and recording said instrument upon the Public Records of Orange County, Florida; provided, however, in no event shall any amendment be made to this Declaration without the prior written consent of Developer during such time as Developer shall continue to own any Lot in Bryn Mawr, Unit 5, Phase I or Unit 5, Phase II.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as of the date and year first above written.

Signed, sealed, and delivered
in the presence of:

Carol E. Elder
W. E. O. O.

Hubert R. Earley
Hubert R. Earley

Heritage Homes of Orlando, Inc.,
a Florida Corporation

Carol E. Elder
W. E. O. O.

By: *James H. Font*
James H. Font

C. 3684 PG 2811

STATE OF FLORIDA
COUNTY OF ORANGE

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

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of August, 1985.


Notary Public
My commission expires:

Notary Public, State Of Florida At Large
My Commission Expires Sept. 26, 1986
Bonded By SA1100 Insurance Company of America

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared JAMES H. PANT, President of Heritage Homes, Inc., a Florida corporation, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of August, 1985.


Notary Public
My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Sept. 26, 1986
Bonded By SA1100 Insurance Company of America

JOINDER AND CONSENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
BRYN MAWR, UNIT 5, PHASES I & II

THE UNDERSIGNED hereby certifies that it is the holder of an Indenture of Mortgage on the property described herein, dated and recorded June 14, 1984, in O. R. Book 3518, Page 65, and an Indenture of Mortgage dated and recorded June 12, 1985, in O. R. Book 3652, Page 885, both recorded in the Public Records of Orange County, Florida, and the undersigned hereby agrees that the lien of both of its said Mortgages shall be subordinate to the provisions of the Declaration of Covenants and Restrictions of Bryn Mawr, Unit 5, Phases I & II.

Signed, sealed, and delivered
in the presence of:

FREEDOM SAVINGS AND LOAN
ASSOCIATION, Orlando Office, a
Florida Capital Stock Association

[Signature]

[Signature]

By: *[Signature]*

Attest: *[Signature]*

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and in the county aforesaid to take acknowledgments, personally appeared _____, respectively and _____, respectively of FREEDOM SAVINGS AND LOAN ASSOCIATION, Orlando Office, to me known to be the individuals and officers described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, and that the official seal of the association is duly affixed thereto and the same is the free act of said association.

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

Notary Public

My Commission Expires: _____
Notary Public, State of Florida Expires: June 21, 1989
My Commission Expires: _____
Notary Public, State of Florida Expires: _____

RECORDED & RECORD VERIFIED

[Signature]

County Comptroller, Orange Co. FL

BYLAWS

OF

BRYN MAWR HOMEOWNERS ASSOCIATION UNIT #5, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is BRYN MAWR, UNIT #5 HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 884 N. Lake Sterling Court, Casselberry, Fl 32707, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Bryn Mawr, unit #5, Homeowners Association, Inc., its successors and assigns.

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

SECTION 3. "Greenbelt Areas" shall mean and refer to Tract A, which is a water retention and access easement to Lake Porter adjacent to Lots 25 through 40, inclusive, and Lots 95 through 104, inclusive; Tract B, which is a Greenbelt and retention and access easement to Lake Farrar adjacent to Lots 9 through 13, inclusive, and Lots 112 through 121 inclusive; Tract C is a Greenbelt and recreational area; Tract D is a Greenbelt area, and Tract E, is a utility and Greenbelt Area, entryway at the intersection of Windy Wood Drive and Ashford Boulevard and that certain decorative wall which the Developer will construct adjacent to Ashford Boulevard, such wall to be located on Lots 1, and 46-51, inclusive.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon the plat of Bryn Mawr, Unit 5, Plat Book 14, Pages 31 and 32; Unit 5, phase II, Plat Book 14, Pages 89 and 90, all in the Public Records of Orange County, Florida.

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 and Living Unit which is situated upon the property; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to the Mortgagee unless

and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

SECTION 6. "Developer" shall mean and refer to HUBERT T. EARLEY and HERITAGE HOMES OF ORLANDO, INC., a OF FLORIDA, INC., a Florida Corporation, and their successors and assigns.

SECTION 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court, 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

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. 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 vote of 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 for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in case of a Special Meeting, the purpose of the meeting. Notice may also be posted at entrance.

SECTION 4. Quorum. The presence at the meeting of members entitled to cast, or proxies entitled to cast, THIRTY PERCENT (30%) 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 Bylaws. 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. Quorum based on number of members current in their dues.

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) no more than SEVEN (7) Directors, who need not be members of the Association.

SECTION 2. Term of Office. At each Annual Meeting, the members shall elect each member of the Board of Directors for a term of one (1) year.

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 elected 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. 1992 Board amended this to exempt Board Members their Annual Dues.

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 Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, 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 closing 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 person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

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

SECTION 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any TWO (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 DIRECTOR

SECTION 1. The Board of Directors shall have the power to:

- A. Adopt and publish rules and regulations governing the use of the Greenbelt Areas and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.
- B. Suspend the voting rights 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 from 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 Bylaws, 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.
- E. Employ a manager, an independent contractor, or such other employee 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 the 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.
 - 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.
- A. 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.
- B. Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- C. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- D. Cause the Greenbelt Areas to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Officers. The officers of this Association shall be a president, and vice president, who shall at 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.

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 by 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 any office he replaces.

SECTION 7. Multiple Offices. The office 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; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

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; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular Annual Meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Review Board as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. 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 Bylaws 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 costs.

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 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 each assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Greenbelt Areas or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "Bryn Mawr, Unit #5 Homeowners Association, Inc., a corporation not for profit".

ARTICLE XIII

AMENDMENTS

SECTION 1. During the first year of existence of this corporation, the Board of Directors shall have the power and authority to alter and amend these Bylaws at a regular or special meeting of the Board by a majority vote of such Board; thereafter, the Bylaws may be altered, amended, added to, or rescinded 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 Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner or the Veterans Administration shall have the right to veto amendments

while Developer owns SEVENTY FIVE PERCENT (75%) of the Lots in the Bryn Mawr Subdivision.

SECTION 2. In the case of any conflicts between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws; the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

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