

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of DANBURY MILL HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on September 6, 1984, as shown by the records of this office.

The charter number of this corporation is N05023.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
10th day of September, 1984.



A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone  
Secretary of State

ARTICLES OF INCORPORATION

OF

DANBURY MILL HOMEOWNERS' ASSOCIATION, INC.

SEP 6 3 15 PM '84  
STATE OF FLORIDA  
DEPARTMENT OF STATE

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

ARTICLE I

NAME OF CORPORATION

The name of the corporation is DANBURY MILL HOMEOWNERS' ASSOCIATION, INC. (hereinafter called the "Association.")

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32701.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 215 North Eola Drive, Orlando, Florida 32802, and the name of the initial registered agent at that address is Hal H. Kantor, Esquire.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for

which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

That certain real property shown and described on the Plat of DAUBARY MILL UNIT ONE as recorded in Plat Book 30, Page 92, 93 + 94, Public Records of Seminole 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 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 on the Public Records of Seminole County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

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

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area,

provided that any such merger, consolidation or annexation shall have the assent of two-thirds of each class of members, unless provided otherwise in the Declaration;

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

## ARTICLE V

### MEMBERSHIP

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

## ARTICLE VI

### MEETINGS OF MEMBERS: QUORUM REQUIREMENTS

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

## ARTICLE VII

### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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

(a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in Class B Membership; or

(b) on December 31, 1990.

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

#### ARTICLE VIII

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed initially by a Board of three (3) directors who shall serve until the organizational meeting and thereafter by a Board of three (3) Directors, who need not be members of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Burton A. Bines	250 Pine Cone Longwood, FL 32750
Howard B. Lefkowitz	803 Sweetwater Club Blvd. Longwood, FL 32750
Ann Helms	605 Montego Bay Court Winter Park, FL 32792

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

#### ARTICLE IX

##### INITIAL OFFICERS

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

Burton A. Bines President	250 Pine Cone Longwood, FL 32750
Howard B. Lefkowitz Vice President	803 Sweetwater Club Blvd. Longwood, FL 32750

Lynn Pearre  
Treasurer

3703 Mirror Lake Drive  
Apopka, Florida 32703

Ann Helms  
Secretary

605 Montego Bay Court  
Winter Park, FL 32792

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

#### ARTICLE X

##### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval upon dissolution pursuant to Florida Statutes Section 617.05.

#### ARTICLE XI

##### DURATION

The Corporation shall exist perpetually.

#### ARTICLE XII

##### AMENDMENTS

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

#### ARTICLE XIII

##### BYLAWS

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

while there is a Class B Membership.

ARTICLE XIV

FHA/VA APPROVAL

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

ARTICLE XV

SUBSCRIBERS

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

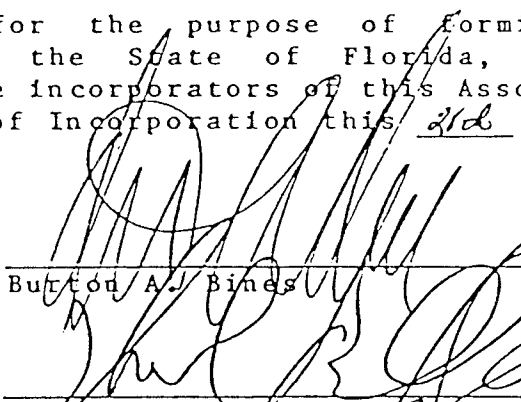
Burton A. Bines                                250 Pine Cone  
Longwood, FL 32750

Howard B. Lefkowitz                        803 Sweetwater Club Blvd.  
Longwood, FL 32750

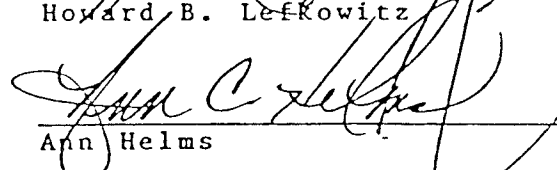
Ann Helms                                        605 Montego Bay Court  
Winter Park, FL 32792

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 21st day of

August, 1984.

  
\_\_\_\_\_  
Burton A. Bines

  
\_\_\_\_\_  
Howard B. Lefkowitz

  
\_\_\_\_\_  
Ann Helms

SEP 6 3 49 PM '84  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

FILED

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 28th day of August, 1984 by BURTON A. BINES.

Elizabeth A. Byles  
Notary Public  
My Commission Expires: July 22, 1985

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 28th day of August, 1984 by HOWARD B. LEFKOWITZ.

Elizabeth A. Byles  
Notary Public  
My Commission Expires: July 22, 1985

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 28th day of August, 1984 by ANN HELMS.

Elizabeth A. Byles  
Notary Public  
My Commission Expires: July 22, 1985

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the designation as Registered Agent of DANBURY MILL HOMEOWNERS' ASSOCIATION, INC.

Hal G. Kantor, Esquire

FILED  
SEP 6 3 46 PM '84  
COUNTY OF SEMINOLE  
FLORIDA



**CERTIFICATE OF APPROVAL OF  
PROPOSED AMENDMENTS TO THE BY-LAWS OF  
DANBURY MILL HOMEOWNERS ASSOCIATION, INC.**

The undersigned authorities hereby certify that the Association unit owner members and Board of Directors duly adopted the attached Amendments to the By-Laws pursuant to Article XII of the Articles of Incorporation and Article XIII of the By-Laws of DANBURY MILL HOMEOWNERS' ASSOCIATION, INC., at a duly called Special Membership Meeting of the membership held on March 30, 1994, at which a quorum was present and at which the attached Amendments were approved by the affirmative vote of at least two-thirds (2/3) of the members present in person or by proxy entitled to vote.

Executed this 9th day of May 1994.

Signed, sealed and delivered in presence of witnesses:

DANBURY MILL HOMEOWNERS' ASSOCIATION, INC.

Susan A. Wassa  
Print SUSAN A. WASSA  
Cara A. Walter  
Print CARA A. WALTER

By: Deirdre McCloe  
Print DEIRDRE MCCLOE  
President  
947 Maiden Ct.  
Address

Lynne J. McGee  
Print LYNNE J. MCGEE  
Barbara Griggs  
Print BARBARA GRIGGS

ATTEST:

By: Jeanne L. Moore  
Print JEANNE L. MOORE  
Secretary  
1789 Tottenham Ct., Longwood  
Address

(CORPORATE SEAL)

This Instrument Prepared By:  
PAUL L. WEAN, Esquire  
Becker & Poliakoff, P.A.  
Suite 145, 901 N. Lake Destiny Drive  
Maitland, FL 32751

Sworn to and subscribed before me  
this 9th day of May, 1994.

Jeanne L. Moore  
Notary Public



JEANNE L. MOORE  
MY COMMISSION # CC275150 E  
April 24, 1997  
BONDED THRU TROY FAIN INSURANCE

PROPOSED AMENDMENT TO  
BY-LAWS OF  
DANBURY MILL HOMEOWNERS' ASSOCIATION, INC.

Additions indicated by **bold underlining**.  
Deletions indicated by ~~strike-throughs~~.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who ~~need not be members of the Association~~ must be members of the Association and residents of Danbury Mill while in office.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one (1) year, starting on January 1 of the year following the election. The term of all Directors shall, in all cases, extend until January 1 of the year after their successors are elected and qualified.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish ~~penalties for the infraction thereof;~~ finer, for owners receiving a third violation for the same infraction within a twelve (12) month continuous period. The fine will constitute a special assessment against the owner and may be assessed for each month, or partial month, that the violation remains after the third violation notice. Prior to levying a fine, the owner shall have the right to a hearing.

STATE OF FLORIDA :

COUNTY OF Orange :

BEFORE ME, the undersigned authority, personally appeared Deidre MacLore and Lynne Chamberlain, to me personally known to be the Secretary and the President, respectively, of DANBURY MILL HOMEOWNERS' ASSOCIATION, INC., or having produced \_\_\_\_\_ as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

WITNESS my hand and official Seal in the State and County last aforesaid, this 9th day of MAY, 1994.

Notary Public, State of Florida at Large.  
Printed Name: SUSAN A. WASSA  
My commission expires:

Susan A. Wassa  
PRINT TYPE OR STAMP NAME OF NOTARY PUBLIC  
PERSONALLY KNOWN  OR  
PRODUCED I.D.  
TYPE OF I.D. PRODUCED ALONG WITH NUMBER  
\_\_\_\_\_



SUSAN A WASSA  
My Commission CC366746  
Expires Apr. 24, 1998  
Bonded by ANB  
800-852-5878

BYLAWS

OF

DANBURY MILL HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is DANBURY MILL HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 101 Wymore Road, Suite 400, Altamonte Springs, Florida 32701, but meetings of members and directors may be held at such places within the State of Florida, County of Seminole, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to DANBURY MILL HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

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

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area, street, driveway or parking area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including

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

Section 6. "Declarant" shall mean and refer to FLORIDA RESIDENTIAL COMMUNITIES, INC., its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in the Office of the Clerk of Seminole 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 the votes of the Class A membership.

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

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one third (1/3) of the votes of each class 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 there at shall have power to adjourn

the meeting from time to time, subject to the same notice requirement.

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 three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) 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 selected by the remaining members of the Board and shall reserve for the unexpired term of his predecessor.

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

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

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The

Nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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

#### ARTICLE VI

##### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held 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 time 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 DIRECTORS

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

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

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

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these 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; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

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

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

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;



(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of 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 giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Section 7. Multiple Offices. Any two (2) or more offices may be held by the same person.

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

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and 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.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## ARTICLE IX

### COMMITTEES

The Association shall appoint an Architectural Control Committee, 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 cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at a maximum rate of 10% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability from the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Associations shall have a seal in circular form having within its circumference the words: DANBURY MILL HOMEOWNERS' ASSOCIATION, INC., Not For Profit.

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (2/3) of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict 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 fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of DANBURY MILL, have hereunto set our hands this 7th day of September, 1984.

[Signature]

Burton A. Bines, Director

Melanie K. Gaden

Howard B. Leikowitz, Director

[Signature]

[Signature]  
Ann Helms, Director

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the DANBURY MILL HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 13th day of September, 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 13th day of September, 1984.

[Signature]  
Ann Helms, Secretary

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RECORDED & VERIFIED  
CLERK CIRCUIT COURT  
SEMINOLE COUNTY FL  
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DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR DANBURY HILL  
SEMINOLE COUNTY, FLORIDA

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DANBURY HILL, CITY OF LONGWOOD, SEMINOLE COUNTY, FLORIDA (hereinafter referred to as the "Declaration"), made on the date hereinafter set forth by FLORIDA RESIDENTIAL COMMUNITIES, INC., a Florida corporation, with the principal mailing address of Suite 400, 101 Wymore Road, Altamonte Springs, Seminole County, Florida (hereinafter referred to as "Declarant").

W I T N E S S E T H:

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

Lots 1 through 76, inclusive, as described on the plat of DANBURY HILL \*as recorded in Plat Book 30, Pages 92, 93 & 94 Public Records of Seminole County, Florida.

\*UNIT ONE

RETURN TO:  
↓  
①

Prepared by:  
Elizabeth J. Lyter  
Florida Residential Communities, Inc.  
101 Wymore Road #400  
Altamonte Springs, FL 32714

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in Danbury Mill, and for the maintenance of recreation areas, open space, green belt areas, tennis courts, a swimming pool, parking areas and other common facilities as may be specifically designated on the plat of Danbury Mill and any subsequently platted phases of the Subdivision Community as hereinafter defined and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision Community, to create a homeowners' association to which should be delegated and assigned the powers of maintaining and administering the common area properties and facilities; administering and enforcing the covenants and restrictions; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Florida, a non-profit corporation called DANBURY HILL HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association"), for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part

thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to DANBURY HILL HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Common Area" shall mean all personal property and real property including the improvements thereon owned by the Association for the common use and enjoyment of the "Owners," whether acquired by the purchase or conveyance from the Declarant, its successors or assigns, or otherwise. The term "Common Area" shall also include any intangible personal property acquired by the Association, if such property is designated as such by the Association. The "Common Area" is initially identified by tract on the plat of Danbury Hill as Tracts A, B, C, D & E and is subject to the dedication set forth on said plat, and may also include, but not be limited to, fences and landscape buffers around the perimeter of the Property, buffer areas, entry feature and decor and improvements and landscaping, and any other real or personal property identified by tract as "Common Area" on the recorded plat of any subsequent phase of the Subdivision Community. All "Common Area" is to be devoted to and intended for the common use and enjoyment of the members of the Association, their families, guests, persons occupying "Dwelling Units" on a guest or tenant basis, and to the extent designated on recorded plats or authorized by its Board of Directors.

Section 3. "Lot" shall mean and refer to any plot of land

shown upon the plat of the Property with the exception of any Common Area, street, driveway or parking area.

Section 4. "Dwelling Unit" shall mean and refer to a Lot as defined herein with a Single Family Residence constructed thereon as to which a certificate of occupancy has been issued by the applicable governmental authorities.

Section 5. "Declarant" shall mean and refer to FLORIDA RESIDENTIAL COMMUNITIES, INC., its successors and assigns.

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

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

Section 8. "Single Family Residence" 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 susceptible to ownership in fee simple as a non-condominium, having a private outdoor living area and being one of two (2) Dwelling Units having a party wall between the two (2).

Section 9. "Member" shall mean and refer to any Owner who is a member of the Association.

Section 10. "Subdivision Community" shall mean and refer to Danbury Mill, as platted on the Property or additions thereto as provided in Article IX Sections 4 and 5 herein.



ARTICLE II

PROPERTY RIGHTS

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

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

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

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

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

(a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) On December 31, 1990.

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

ARTICLE IVCOVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. However, the liability for assessment with respect to Lots owned by Declarant shall be: (1) twenty-five percent (25%) of the annual assessment or charges, and (2) twenty-five percent (25%) of the special assessments for capital improvements, provided that the Dwelling Unit on the Lot is not occupied. So long as Declarant pays such reduced assessment for Dwelling Units owned by Declarant, Declarant shall be responsible for any funding deficiency of the Association as a result thereof for the year in which such reduced assessment is paid. Upon the first occupancy of the previously unoccupied Dwelling Unit owned by Declarant, whether or not ownership of that Lot is retained by Declarant, the full annual and special assessments shall be immediately and permanently attached to the Lot from the date of such occupancy. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when assessment fell due. The personal obligation for delinquent assessments shall not pass to his

successors in title unless expressly assumed by them.

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

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$276.00 per lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

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

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

Section 4. Special Assessments for Capital Improvements.  
In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property

related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Section 1, above and may be collected on a monthly, semi-annual, quarterly or annual basis.

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

the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate of 10% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein nor any change of exterior finishing color be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to

and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Review Committee (ARC) composed of three (3) or more representatives appointed by the Board. In the event the ARC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

EASEMENT RESERVED TO DECLARANT

Section 1. Easement over Common Area. For so long as Declarant is the owner of the Common Areas, the Declarant hereby reserves unto itself the right to grant an easement in perpetuity over, upon, under and across all Common Areas shown on the recorded subdivision plat of the Property together with the right to grant easements to others and such easement shall include, but shall not be limited to, the right to use the said Common Area to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or

to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

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

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

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

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

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

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



ARTICLE VIIGENERAL RESTRICTIONS

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

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

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

Section 4. Parking Restrictions. No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked on the street, including right-of-way thereof, overnight or for a continuous period of time in excess of ten (10) consecutive hours.

Section 5. Storage Restrictions. No automobile or pickup truck shall be parked for any period of time in excess of ten

(10) consecutive hours or stored or otherwise permitted to remain on any Lot except in a garage attached to a Dwelling Unit or within the confines of a paved driveway leading from the street adjoining a Lot to the doorway of a garage attached to a Dwelling Unit. Furthermore, no automobile which contains lettering or advertising thereon or which is identified with a business or commercial activity, truck or other commercial vehicle, house trailer, recreational vehicle, mobile home, camper, boat, boat and trailer or other similar vehicle shall be parked for any period of time in excess of four (4) consecutive hours or stored or otherwise permitted to remain on any Lot except in an enclosed garage attached to a Dwelling Unit with the garage door closed.

Section 6. Livestock and Animal Restrictions. No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any Lot or in any Dwelling Unit provided, however, that dogs, cats, or other common domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed off the premises of Owner's Lot except on a leash. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

Section 7. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, or in any Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance. No Lot, driveway, or Common Area shall be used for the purpose of vehicle repair or maintenance.

Section 8. Restrictions on Walls, Fences or Hedges. No

wall, fence, or hedge over six (6) feet tall as measured from existing ground level shall be erected, placed, altered, maintained, or permitted to remain on any Lot unless and until the height, type or location thereof have been approved by the ARC in accordance with Article V hereof.

Section 9. Sewerage Restrictions. No septic tank, drain field, mobile home storage tank, or other similar container shall be permitted to exist on any Lot, except, however, that a "gray water" system may be used if approved by appropriate governmental agencies.

Section 10. Garage Doors. In order to maintain a harmonious and aesthetic appearance, the garage doors affixed to the each Dwelling Unit shall remain closed except when in actual use to allow ingress and egress into the garage.

Section 11. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal

services. The costs incurred by the Association in exercising its rights under this Section shall constitute a special assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit as would any assessment or special assessment.

Section 12. Signs. No commercial signs, or other signs, shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Lot or Dwelling Unit is for sale provided that such signs are not illuminated and do not exceed four (4) square feet. If permission is granted for any other signage, the Association shall have the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Association. These restrictions shall not apply to restrict the Declarant or its agents from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Dwelling Unit.

Section 13. Exterior Maintenance. The Association shall have the right, but not the duty, to provide all exterior maintenance including repairs to walls and roofs, painting, landscaping and lawn maintenance for any areas not walled or fenced in for use as a patio. The Association shall have the right to make reasonable repairs and perform reasonable

maintenance in its sole discretion, after notice to an Owner of a Dwelling Unit to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Association in performing repairs and maintenance under this Section shall be paid out by the Owner and if the Owner fails to pay, then the Association shall have the right to impose a special assessment against said Owner to pay for the cost of repairs and replacements. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Association. The Association shall have the right to enter upon any Lot or upon the exterior of any Dwelling Unit for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Association or its agent shall not be deemed a trespass.

Section 14. Allowable Trim. No owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, except small exterior decorations such as address plates and name plates.

Section 15. Party Walls and Common Driveways. All common or party walls and common driveways shall be maintained by the Owners of those Dwelling Units adjoining a party wall or served by the common driveway subject to the right, but not the obligation, of the Association to maintain the same as hereinafter set forth. If an Owner, or his agents, guests, invitees or others whose presence is authorized by an Owner, including an Owner's tenant, damages a party or common wall or common driveway, or causes damage to the person or property of an adjoining Owner or tenant as a result of damage to a party or common wall or common driveway arising from the negligence or

intentional acts of said Owner or tenant, then said Owner shall be liable and responsible for the damages to the party wall or common driveway and for the damages to the person or property of the adjoining Owner or tenant, and for any costs incurred by the Association or the adjoining Owner or tenant in repairing the party wall or common driveway.

All costs of reconstructing a party wall or common driveway in the event such party wall or common driveway is destroyed or damaged not as the result of the negligence or intentional acts of either adjoining Owner or their tenants, shall be borne equally by the Owners of the Dwelling Units adjoining such party wall or served by such common driveway. In the event one Owner bears the entire expense for reconstruction of a party wall or common driveway, then in such event the Owner of the adjoining Dwelling Units shall pay to the Owner who reconstructed the party wall or common driveway one-half (1/2) of the expense incurred in that reconstruction. Either adjoining Owner and the Association shall have the right to enter on the other adjoining Lot and into the adjoining Dwelling Unit, after notice, solely for the purpose of reconstructing a party wall or common driveway where a threat to life or property exists and non-construction or repair will perpetuate that threat.

Either adjoining Owner shall have an equal right to use a party wall for the support of structural members of a Dwelling Unit to be constructed on either adjoining Lots and a common driveway for access to each Lot served thereby. This right shall be subject, however, to payment by the Owner seeking to tie into the party wall of any costs involved in tying into the party wall and payment of any damage occasioned therefrom.

Each party wall shall be subject to an easement of support

for adjoining Dwelling Units subject to payment of costs as provided above and shall be subject to an easement for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to adjoining Dwelling Units.

Section 16. Window Coverings. No reflective foil, or other material or tinted glass shall be permitted on any windows except for tinted bronze glass and any such installation shall require approval of the ARC.

Section 17. Interior Maintenance. Each individual Owner shall have the responsibility to maintain the interior of their respective Dwelling Unit. In the event the interior of said Dwelling Unit is damaged in such fashion so as to create a health or safety hazard to adjoining Dwelling Units or to create a nuisance and such damage is not repaired within thirty (30) days from the occurrence of the damage, then in such an event, the Association shall have the right to make reasonable repairs to the interior of such Dwelling Unit and shall be entitled to make a special assessment against the Owner of the Dwelling Unit for the costs of such repairs. Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Association.

Section 18. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Association, through its duly authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Dwelling Unit or after reasonable notice to the Owner to enter any Dwelling Unit at reasonable hours on any day of the week.

Section 19. Tree Removal Restrictions. Trees situated on

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

Section 20. Replacement of Trees. Anyone violating the provisions of Section 19 will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the ARC. If the Owner fails or refuses to replace the trees as demanded, the ARC shall cause suitable replacements to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the ARC, its agents, and employees an easement of ingress and egress over and across said Lot to enable it to comply with Section 19 and this Section 20.

Section 21. Insurance.

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



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

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

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

(d) Anything contained herein to the contrary notwithstanding, the Association shall maintain such insurance coverage as may be required by the Federal National Mortgage Association ("FNMA"), the Veterans Administration ("VA"), or the Federal Housing Administration

("PHA") so long as FNMA, VA or FHA holds a mortgage on or owns any Lot.

ARTICLE VIII

COVENANTS AGAINST PARTITION AND

SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Area and the improvements made thereto, and that it is in the interests of all of the Owners that the right to the use and enjoyment of the Common Area be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Area. In addition there shall exist no right to transfer the right to the use and enjoyment of the Common Area in any manner other than as an appurtenance to and in the same transaction with, a transfer of Title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Area appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Declarant or the Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in

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

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

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

Section 4. Annexation.

(a) Additional residential property and Common Area, other than that described in subparagraph (b) below, may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members;

(b) Additional land within the area described on Exhibit "A" attached hereto, may be annexed by the Declarant without the consent of members so long as Declarant is a

Class B Member of the Association, provided that the Federal Housing Administration (FHA) and the Veteran's Administration (VA) consent to such annexation. Upon annexation of said additional land, the owners of lots within the land so annexed for all intents and purposes shall be deemed to be members of DANBURY HILL HOMEOWNERS' ASSOCIATION, INC. in accordance with the provisions of this Declaration. The Owners of the Lots shall be subject to its rules, regulations and bylaws in the same manner and with the same effect of the original Lot Owners. When this land is annexed, the Declarant shall file a Supplementary Declaration among the Public Records of Seminole County, Florida, which Supplementary Declaration shall reference this Declaration and shall contain the legal description of the land annexed. Notwithstanding any other provision of this Declaration to the contrary, the Supplementary Declaration adding such annexed lands shall not be required to be executed by any existing Lot Owners, other than Declarant.

Section 5. Right of Association to Merge. The Association retains the right to merge with any other homeowners association provided such homeowners association is an FHA or VA approved subdivision. This right shall be exercised by recordation of an Amendment to this Declaration recorded among the Public Records of Seminole County which Amendment shall set forth a legal description of the property to which this Declaration, as amended shall apply. The Amendment shall further have attached to it a resolution of this Association and the homeowners association with which a merger is to take place, and such resolution shall be certified by the Corporate Secretary thereof and shall state:

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

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

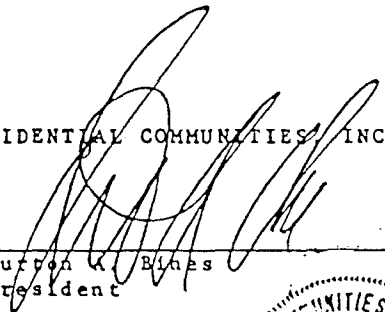
The foregoing certificates when attached to the Amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties not covered by Article IX, dedication of Common Area, merger and amendment of this Declaration of Covenants, Conditions and Restrictions.

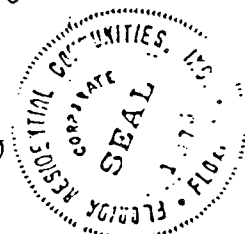
IN WITNESS WHEREOF, FLORIDA RESIDENTIAL COMMUNITIES, INC., has caused its seal to be hereunto affixed and these presents to be signed by its \_\_\_\_\_ President, thereunto duly authorized, this 26 day of September, 1984.

Signed, sealed and delivered FLORIDA RESIDENTIAL COMMUNITIES, INC. in the Presence of :

Glenn Kestel  
Norm L. Langston

By:   
Burton A. Bines  
President

(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF SEMINOLE

I hereby certify that on this 26 day of September, 1984, before me personally appeared Burton A. Bines, President of Florida Residential Communities, Inc., a Florida corporation, me known to be the person who signed the foregoing instrument, such officer and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes

therein mentioned, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State first above written.

Elizabeth J. Bigley

Notary Public

My Commission Expires: July 23, 1985.

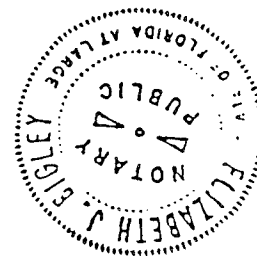


EXHIBIT "A"

The Northwest 1/4 of the Southwest 1/4 (LESS the East  
66 feet thereof) and the North 66 feet of the Southwest 1/4  
(Less the East 66 feet thereof) of Section 30, Township 20  
South, Range 30 East, Seminole County, Florida

SUPPLEMENTAL DECLARATION OF COVENANTS  
 CONDITIONS AND RESTRICTIONS ANNEXING  
 DANBURY MILL UNIT TWO-A  
 AND  
 DANBURY MILL UNIT TWO-B  
 INTO DANBURY MILL HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, the undersigned (hereinafter referred to as "Owner") is an owner of certain real property described as follows:

Danbury Mill Unit Two-A, according to the plat thereof, as recorded in Plat Book 34, Pages 43 and 44, Public Records of Seminole County, Florida AND Danbury Mill Unit Two-B, according to the plat thereof, as recorded in Plat Book 34, Pages 41 and 42, Public Records of Seminole County, Florida (hereinafter collectively referred to as the "Property"); and

BOOK 1717 1982  
 SEMINOLE CO. FL.  
 OFFICIAL RECORDS  
 PAGE

WHEREAS, the Owner wishes to subject the Property to the terms and conditions, benefits and burdens of the Declaration of Covenants, Conditions and Restrictions for Danbury Mill, Seminole County, Florida, as recorded on September 10, 1985 in Official Records Book 1577, Page 1467, Public Records of Seminole County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, the Owner has executed this Supplemental Declaration as provided in Section 4(b) of Article IX of the Declaration.

NOW, THEREFORE, the Owner hereby covenants, consents and agrees that the Property shall be held, sold and conveyed subject to the terms and conditions, benefits and burdens of the Declaration. This Supplemental Declaration shall run with title to the Property and shall bind and inure to the benefit of the Owners, its successors and assigns.

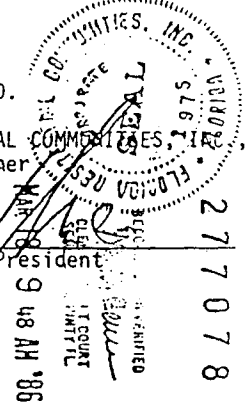
IN WITNESS WHEREOF, the Owner has caused this Supplemental Declaration to be executed by its duly authorized officers and its corporate seal to be affixed hereto on this 13th day of March, 1986.

Signed, sealed and delivered in the presence of:

Kathleen M. DeBruen  
Elizabeth J. Lyter

DANBURY MILL, LTD.

By: Burton A. Bines, President  
 its Managing Partner



STATE OF FLORIDA )  
 ) SS:  
 COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 13th day of March, 1986 by Burton A. Bines as President of Florida Residential Communities, Inc.

Elizabeth J. Lyter  
 Notary Public  
 Notary Public State of Florida  
 My Commission expires April 2, 1989

This Instrument Prepared By:  
 Elizabeth Lyter  
 Florida Residential Communities, Inc.  
 101 Wymore Road, Suite 400  
 Altamonte Springs, FL 32714

RECEIVED

MAR 17 1986

DAVID N. BERRIEN  
 of County of Seminole Co. FL

13-TURN 7-01



SUPPLEMENTAL DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS ANNEXING  
DANBURY MILL UNIT THREE-A  
INTO  
DANBURY MILL HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, the undersigned (hereinafter referred to as "Owner") is an owner of certain real property described as follows:

Danbury Mill Unit Three-A, according to the plat thereof, as recorded in Plat Book 35, Pages 30 & 31, Public Records of Seminole County, Florida, (hereinafter referred to as the "Property"); and

WHEREAS, the Owner wishes to subject the Property to the terms and conditions, benefits and burdens of the Declaration of Covenants, Conditions and Restrictions for Danbury Mill, Seminole County, Florida, as recorded on September 10, 1985 in Official Records Book 1577, Page 1467, Public Records of Seminole County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, the Owner has executed this Supplemental Declaration as provided in Section 4(b) of Article IX of the Declaration.

NOW, THEREFORE, the Owner hereby covenants, consents and agrees that the Property shall be held, sold and conveyed subject to the terms and conditions, benefits and burdens of the Declaration. This Supplemental Declaration shall run with title to the Property and shall bind and inure to the benefit of the Owner, its successors and assigns.

IN WITNESS WHEREOF, the Owner has caused this Supplemental Declaration to be executed by its duly authorized officers

This Instrument Prepared By:

E. Lyter, FRC, Inc.  
101 Wymore Road, Suite 400  
Altamonte Springs, FL 32714

RECORDING  
00007547

02/26/88

BOOK PAGE  
1759 1122

SEMINOLE CO. FL.

070 RECORDING FEE \$ 5.00  
089 SERVICE CHARGE \$ 1.00

7862 TOTAL \$ 6.00 to be affixed hereto on this 25th

CASH TEND \$ 10.00  
CHANGE \$ 4.00 \_\_\_\_\_, 1986.

THANK YOU

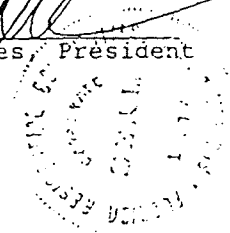
Signed, sealed and delivered  
in the presence of:

Elizabeth J. Lytle  
Clara J. Sander

DANBURY MILL, LTD.

By: Florida Residential  
Communities, Inc., its  
Managing Partner

By: Burton A. Bines President



STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this  
25th day of July, 1986, by Burton A. Bines  
as President of Florida Residential Communities, Inc., Managing  
Partner of DANBURY MILL, LTD.

Elizabeth J. Lytle  
Notary Public  
My Commission Expires

Notary Public State of Florida at Large  
My Commission expires April 2, 1989



575210

1989 JAN 10 PM 1:46

SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS ANNEXING  
DANBURY MILL UNIT FOUR  
INTO  
DANBURY MILL HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, the undersigned (hereinafter referred to as "Owner") is owner of certain real property described as follows:

DANBURY MILL UNIT FOUR, according to the plat thereof as recorded in Plat Book 40, Pages 45 & 46, Public Records of Seminole County, Florida (hereinafter referred to as the "Property"); and

WHEREAS, the Owner wishes to subject the Property to the terms and conditions, benefits and burdens of the Declaration of Covenants, Conditions and Restrictions for Danbury Mill, Seminole County, Florida, as recorded on September 10, 1985 in Official Records Book 1577, Page 1467, Public Records of Seminole County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, the Owner has executed this Supplemental Declaration as provided in Section 4(b) of Article IX of the Declaration;

NOW, THEREFORE, the Owner hereby covenants, consents and agrees that the Property shall be held, sold and conveyed subject to the terms and conditions, benefits and burdens of the Declaration. This Supplemental Declaration shall run with title to the Property and shall bind and inure to the benefit of the Owner, its successors and assigns.

IN WITNESS WHEREOF, the Owner has caused this Supplemental Declaration to be executed by its duly authorized officers on this 16<sup>th</sup> day of December, 1988.

2031 1846  
SEMINOLE CO., FL.  
OFFICIAL RECORDS PAGE

Signed, sealed and delivered in the presence of:

Eleanor Scuderi  
Boya K. Manning

DANBURY, LTD., a Florida limited partnership.

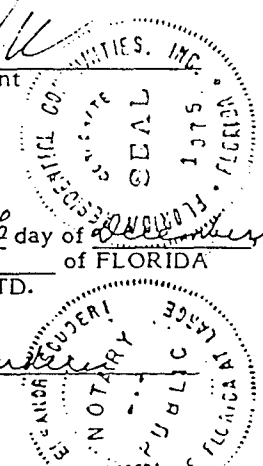
By: FLORIDA RESIDENTIAL COMMUNITIES, INC., its Managing Partner.

By: Burton A. Bines, President

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December 1988 by BURTON A. BINES as PRESIDENT of FLORIDA RESIDENTIAL COMMUNITIES, INC., Managing Partner of DANBURY, LTD.

Eleanor Scuderi  
Notary Public  
My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG 1, 1991  
BONDED THRU GENERAL INS. UND.

This instrument prepared by, and please return to:

Eleanor Scuderi  
Florida Residential Communities, Inc.  
101 Wymore Road, Suite 400  
Altamonte Springs, FL 32714

658842

1989 OCT 17 PM 2:59

ENTRANCE WALL AND LANDSCAPE EASEMENT

THIS ENTRANCE WALL AND LANDSCAPE EASEMENT is made and entered into this 13th day of October, 1989 by DANBURY, LTD., a Florida limited partnership ("Grantor") to and in favor of DANBURY MILL HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation (the "Association").

Intangible Tax Pd.  
Maryanne Morse, Clerk Seminole County By: [Signature]

2117 0164  
SEMINOLE CO. FL.  
BOOK PAGE

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain property situate in Seminole County, Florida more particularly described as Lot 213, DANBURY MILL UNIT FOUR, according to the plat thereof as recorded in Plat Book 40, Pages 45 and 46, Public Records of Seminole County, Florida (the "Property"); and

WHEREAS, Grantor is desirous of granting the Association and the Association is desirous of accepting a perpetual easement over a portion of the Property more particularly described on Exhibit "A" attached hereto (the "Easement Area") for the purpose of installation, maintenance, repair and replacement of an approximately five (5) foot high masonry block entrance wall with sign, or any other type of fence, wall or entrance feature which the Association, in its sole discretion, desires to install in the Easement Area (the "Entrance Wall") and for the installation, maintenance and replacement of grass, sod, trees, shrubbery, a sprinkler system, and any other landscaping which the Association, in its sole discretion, desires to install in the Easement Area (the "Landscaping"), all pursuant to the terms and conditions more particularly set forth hereinbelow.

NOW THEREFORE, for and in consideration of these premises, the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Association do hereby covenant, stipulate and agree as follows:

1. GRANT OF EASEMENT. Grantor does hereby bargain, sell, grant and convey unto the Association a perpetual easement under, over,

Florida Residential Communities, Inc. 862-3000  
101 Wymore Rd., Suite 400, Altamonte Springs, FL 32714

through and across the Easement Area for the purpose of installation, maintenance, repair and replacement of the Entrance Wall and the Landscaping (the "Easement").

2. TERM OF EASEMENT. The Easement hereby granted and created shall be perpetual in duration and may not be changed, amended, modified or terminated except by an instrument in writing executed by Grantor and the Association, or their successors or assigns.

3. DESIGN AND INSTALLATION OF THE ENTRANCE WALL AND LANDSCAPING. Subject to compliance with all applicable governmental ordinances and regulations applicable to same, the Association shall have complete discretion and control over the design, installation and maintenance of the Entrance Wall and the Landscaping. The Association may at any time redesign or replace the Entrance Wall or the Landscaping installed within the Easement Area.

4. BINDING OF SUCCESSORS IN INTEREST. This Easement and the rights and obligations created herein shall bind and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in manner and form sufficient to bind them as of the day and year first above written.

Signed, sealed and delivered in the presence of:

DANBURY, LTD., a Florida limited partnership

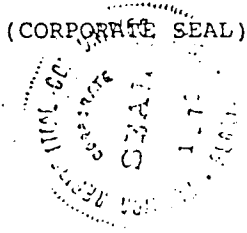
By: Florida Residential Communities, Inc., a Florida corporation, its managing partner

By: Burton A. Bines, President

(CORPORATE SEAL)

Kirk Berchelt  
Bonnie Vandergrift

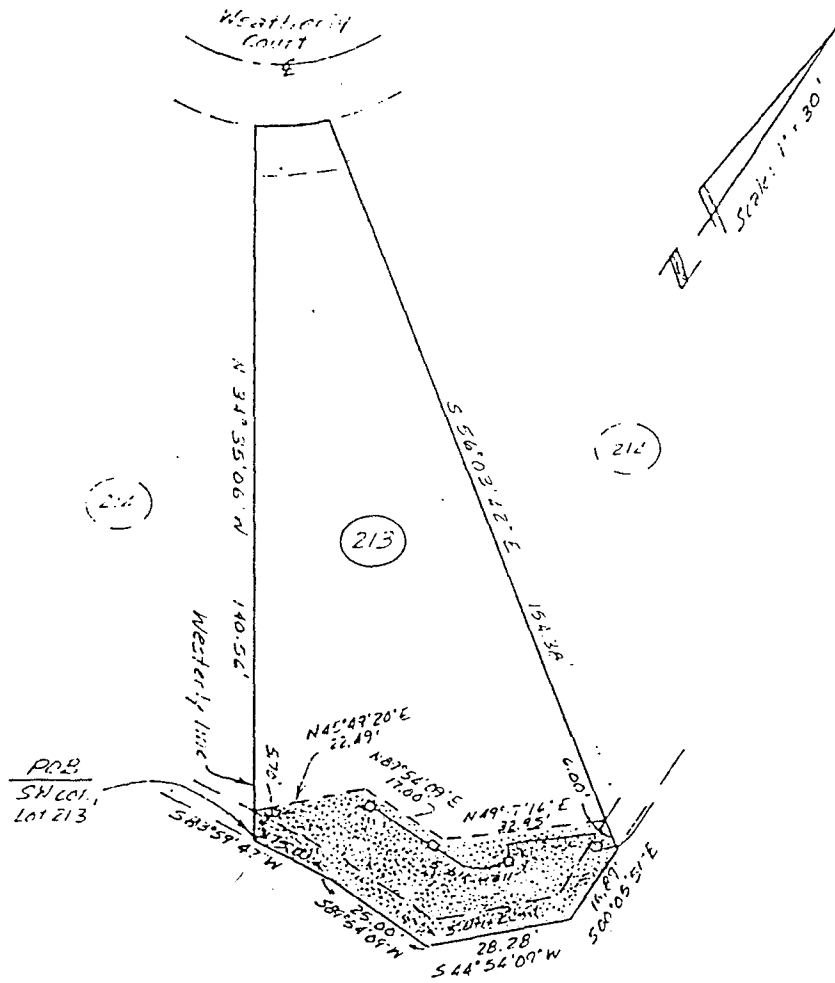
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OFFICE RECORDS  
BOOK PAGE  
SEWELL CO. FL.



# DESCRIPTION

## Wall Easement

Begin at the Southwesterly corner of Lot 213, Danbury Mill, Unit Four, as recorded in Plat Book 40, at Pages 45 & 46, of the Public Records of Seminole County, Florida; thence run N34°35'06"W, along the Westerly lot line of said Lot 213, a distance of 5.70 feet; thence departing said Westerly line, run N45°49'20"E, a distance of 22.49 feet; thence N89°54'09"E, a distance of 17.00 feet; thence N49°17'16"E, a distance of 32.95 feet to a point on the Northerly line of said Lot 213; thence S56°03'42"E, a distance of 6.00 feet to the Northeasterly corner of said Lot 213; thence S00°05'51"E, a distance of 16.89 feet; thence S44°54'09"W, a distance of 28.28 feet; thence S89°54'09"W, a distance of 25.00 feet; thence run S83°59'47"W, a distance of 15.00 feet to the POINT OF BEGINNING.



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY

I hereby certify that this sketch is true and correct to the best of my knowledge, and that this sketch has been prepared in accordance with the adopted "Minimum Technical Standards" as required by Chapter 21 HH-6 F.A.C. effective September 1, 1981.

*Dennis L. Deal*  
Dennis L. Deal PLS # 5421

**bower-  
singleton &  
associates**

INCORPORATED  
CONSULTING ENGINEERING - LAND SURVEYING  
880 S. MAGNOLIA AVENUE - ORLANDO, FLORIDA 32801  
204-11-1100

Prepared for:

FRC

9-25-89

9122 Pt