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For Recording Purposes Only

DECLARATION OF COVENANTS AND RESTRICTIONS OF FULLERS CROSSING

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions ("Declaration"), is made and entered into on this 18th day of February, 2000, by **FULLERS CROSSING LLC**, a Florida limited liability company, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of all of the lands described on the Plat of FULLERS CROSSING, according to the Plat thereof, as recorded in Plat Book 44, Pages 14 through 15, Public Records of Orange County, Florida, (the "Plat"), as further described in Exhibit "A", attached hereto and by this reference incorporated herein, which shall hereinafter be called the "Subject Property," and which will be the first phase of a community known as FULLERS CROSSING, and Developer wants to create on the Subject Property a residential community with open space and other common facilities for the benefit of the community; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values and amenities in the community and for the maintenance of the Common Areas and improvements thereon, and for this reason, desires to subject the Subject Property to the covenants, restrictions, easements, charges and liens in this Declaration, each and all of which is and are for the benefit of such property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an entity to which should be delegated and assigned the powers of maintaining and administering, and at such time as provided in this Declaration, owning the Common Areas; administering and enforcing the covenants and restrictions; collecting and disbursing the assessments and charges hereinafter created; and promoting the recreation, health, safety and welfare of the Owners; and

WHEREAS, the Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, FULLERS CROSSING HOMEOWNERS ASSOCIATION, INC., for the purposes of exercising the functions stated above, which Association is not intended to be a "Condominium Association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes); and

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Developer declares that the real property described as the Subject Property in Article I, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") set forth in this Declaration and that such Covenants and Restrictions shall run with the real property and be binding on all parties having any right, title, or interest in the Subject Property or any additions thereto as described herein, including their heirs, personal representatives, successors and assigns.

ARTICLE I. DEFINITIONS

Section 1. Definitions. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "ARB" shall mean and refer to the Architectural Review Board.
- (b) "Association" shall mean and refer to FULLERS CROSSING HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.
- (c) "Common Areas" shall mean and refer to those tracts or areas of land shown on any recorded subdivision plat of the Subject Property which are intended to be devoted to the general common use and enjoyment of the Owners in the Subject Property, which shall include without limitation, any areas denoted thereon as a common area, including any fences or walls surrounding or within the Subject Property and the entranceway thereof, and water management or retention tracts, including without limitation Tracts A, B, C, D, E, and F, all as described on the Plat. The Common Areas shall include "Stormwater Management Systems" located on or serving the Subject Property. As used herein the "Stormwater Management System" means the system which is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or re-use water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharge from the system, as permitted pursuant to Chapters 40C-4, 40C-40,

or 40C-42, Florida Administrative Code. Included within the definition of Stormwater Management Systems are Tracts E and G as well as any and all easements, swales, ponds, lakes, tracts, parcels structures, equipment, or facilities which are required as a part of the Stormwater Management System, and/or which are required or permitted pursuant to any stormwater or surface water construction, operation or management permits issued with regard to the Subject Property by the St. Johns River Water Management District ("SJRWMD") or other such entity with jurisdiction stormwater management systems. The Common Areas shall also include all improvements now or hereafter constructed on or in the foregoing areas, including, without limitation, medians and collector roads, irrigation system, platted landscape, easement areas, pedestrian or other easement areas within the foregoing areas, signage, structures, and lakes and landscaping thereon. Additional Common Areas may be designated by the Developer pursuant to a Supplemental Declaration of Covenants and Restrictions, as provided in Article II, Section 3 hereof.

(d) "Conservation Tracts" shall mean and refer to all of such areas so designated upon any recorded subdivision plat or plats of the Subject Property, including, but not limited to Tracts F and H, as shown on the Plat.

(e) "Declaration" means this Declaration of Covenants and Restrictions of FULLERS CROSSING

(f) "Developer" or "Declarant" shall mean FULLERS CROSSING LLC, a Florida limited liability company, and its successors in interest or assigns of all or, at the election of the Developer, substantially all of its interest in the development of the Subject Property.

(g) "Living Unit" shall mean and refer to and building or portion of a building situated upon a Homesite designed and intended for use and occupancy as a single residence.

(h) "Homesite" shall mean and refer to any plot of land shown on the portion of any recorded subdivision plat which falls within the Subject Property which has been designated by the Developer to contain a Living Unit, with the exception of the Common Areas heretofore defined. The word Homesite shall also include the Living Unit located thereon when one has been constructed on the Homesite.

(i) "Maintenance Year" shall mean and refer to a year running from January 1 through December 31 of each calendar year.

(j) "Member" of the Association shall mean and refer to all Owners and the Developer.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee or undivided fee interest in any Homesites located

within the Subject Property, including the Developer, but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(l) "Rules and Regulations" shall mean any and all rules and regulations duly promulgated by the Board of Directors of the Association pursuant to its powers under the Declaration and the Articles of Incorporation and By-laws of the Association.

(m) "Subject Property" shall mean and refer to Lots 1 through 63, inclusive, and Tracts A, B, C, D, E, and F, FULLERS CROSSING, according to the Plat thereof as recorded in Plat Book 44, Pages 14 through 15, Public Records of Orange County, Florida, including all lands defined in Article I, Section 1(c) as Common Areas and together with any additional lands which are made subject to this Declaration pursuant to Section 2 of Article II hereinbelow. Specifically excluded from the Subject Property is Tract N.A. as shown on the Plat. The Developer reserves the right to make such changes and/or modifications to the Plat as are required by appropriate governmental authorities, or as are generally consistent with the quality of the development in the Plat.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION
AND
ADDITIONS TO SUBJECT PROPERTY

Section 1. Subject Property. The Subject Property, as heretofore defined and any improvements now or hereafter constructed thereon shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to Subject Property. The Developer, from time to time, may in its sole discretion, cause additional lands to become subject to this Declaration. Until such time as such additions are made to the Subject Property in the manner hereinafter set forth, real property other than the Subject Property shall in no way be affected by or become subject to the Declaration. An Owner, by acceptance of a deed to a Homesite or Living Unit, shall thereby automatically consent to the extending of the scheme of this Declaration to any or all of said additional property.

(a) Specifically, but not by way of limitation, the Developer shall have the right to add the lands which are more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof ("Phase II"), to the Subject Property. Phase II is intended to be developed as an additional thirty-seven (37) Homesites, together with additional Common Areas, as the second phase of FULLERS CROSSING provided, however, that none of the lands comprising Phase II are or shall be subject to

this Declaration unless or until a Supplemental Declaration adding Phase II to the Subject Property shall have been executed and recorded in the Public Records of Orange County, Florida, pursuant to the provisions of Section 3 of this Article II.

Section 3. Supplemental Declaration of Covenants and Restrictions. The additions authorized under this Article shall be made by the Developer's filing of record a Supplemental Declaration of Covenants and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such additions may be made whenever the Developer, in its sole discretion, deems appropriate. Such Supplemental Declaration shall be made by the Developer and, if appropriate, shall be joined in by any third party which owns all or a portion of the additional property. Such Supplemental Declaration shall not require consent of any Owner, Member, mortgagee of a Homesite or Living Unit, or the Association. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of such additional property, provided, however, that any such additional property shall be subject to the terms and conditions set forth in Section 7, Article III hereof. The Owner of each Homesite in any such additional property shall become a Member of the Association when the Supplemental Declaration of Covenants and Restrictions is recorded in the Public Records of Orange County, Florida, submitting the additional property in which the Homesite is located to the terms of this Declaration, and at that time the Owner may exercise all rights of a Member of the Association, including the right to vote, and shall become subject to the terms and conditions of the Declaration as provided in the Supplemental Declaration, including such obligations as the payment of assessments as provided herein. The Developer shall pay or otherwise make provisions for payment of all taxes or assessments imposed by governmental entities relating to any such additional property, covering the period of time prior to the time such additional property becomes part of FULLERS CROSSING by filing of a Supplemental Declaration for record.

ARTICLE III RIGHTS IN THE COMMON AREAS

Section 1. Owners' Easements. Subject to the provisions of Article III, Section 2 hereof, and the additional provisions of this Declaration, every Owner, his agents, licensees, lessees and invitees shall have a right and perpetual non-exclusive easement of enjoyment and use in and to the Common Areas, and such easement shall be appurtenant to and shall pass with title to every Homesite or Living Unit.

Section 2. Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to suspend the enjoyment right of any Owner for any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of this Declaration and the Association's rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, public authority as may be agreed to by the Owners in the manner provided herein; provided, however, that no such dedication, transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless written notice of the proposed agreement and actions thereunder is sent to every Owner at least thirty (30) days in advance of any action taken; and unless two-thirds (2/3) of the total votes of each class of membership as set out in Article VI hereof agrees to such dedication, transfer, purpose or condition; and

(c) the right of the Association to establish reasonable rules and regulations for the use of the Common Areas.

Section 3. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas and facilities to the members of his family, his guests, his tenants, or contract purchasers who reside on the Subject Property, subject to such rules and regulations that may be established from time to time by the Association.

Section 4. Damage or Destruction of Common Areas by Owner. In the event any part of the Common Areas is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area at the Association's expense. The Association shall repair said damaged area in a good workmanlike manner and in conformance with the original plans and specifications as they may have been altered or modified by the Association pertaining to the damaged area. The cost of said repairs shall be deemed a special assessment against the Owner due and payable upon being assessed against the Owner, and in the event said special assessment is not paid when due, the Association shall have the right to place a lien on the Owner's Homesite for payment of such assessment and to otherwise proceed to collect same in accordance with Florida Statutes. Enforcement of any assessment lien against the Owner shall be in accordance with Florida Statutes.

Section 5. Title to Common Areas. The Developer shall convey legal title to the Common Areas to the Association free and clear of encumbrances before the first lot is conveyed to a purchaser, and such conveyance shall be subject to the terms of this Declaration and any Supplemental Declaration, including any easement and licenses set out therein and easements for such utility services as the Developer deems appropriate, but may not be subject to the terms of a mortgage. For the purposes of this Section 5, the term "purchaser" shall be deemed to mean an ultimate purchaser of a Homesite for use as a residence.

Section 6. Conservation Tracts. The Conservation Tracts shall and are hereby declared to be subject to a perpetual conservation easement in favor of the Developer and the Association, for the purpose of retaining and maintaining the Conservation Tracts predominantly in their natural, scenic, open or wooded condition retaining and maintaining such areas as suitable habitat for fish, plants and wildlife, and such other uses as may be set forth in Section 704.06, Florida Statutes. The conservation easement shall not merge with fee simple ownership of the Conservation Tracts. In furtherance of this conservation easement, each of the following uses of the Conservation Tracts are hereby prohibited and restricted without the prior written consent of SJRWMD, the United States Army Corps of Engineers ("ACOE") and Orange County, to wit:

(a) The construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground of the Conservation Tracts; and

(b) The dumping or placing of soil or other substances or material as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and

(c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Tracts; and

(d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Tracts; and

(e) Surface use except for purposes that permit the land or water uses to remain predominantly in its natural condition; and

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish or wildlife habitat preservation; and

(g) Acts or uses detrimental to such retention of land or water areas; and

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, or cultural significance; and

(i) All construction, including clearing, dredging or filling except that which is authorized by any permit issued by SJRWMD.

The Conservation Easements hereby created and declared shall be perpetual.

The Developer, the Association, SJRWMD, ACOE, and Orange County shall each have the right, but not the obligation, to enter upon the Conservation Tracts at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Association, and all subsequent owners of any land upon which there is located any of the Conservation Tracts shall be responsible for the periodic removal of trash and other debris which may accumulate on such Conservation Tracts.

The prohibitions and restrictions upon the Conservation Tracts as set forth herein may be enforced by the Developer, the Association, SJRWMD, ACOE and Orange County by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Declaration pertaining to the Conservation Tracts may not be amended without prior approval from SJRWMD, ACOE and Orange County.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Tracts, and shall be binding upon, and shall inure to the benefit of the Developer, and its successors and assigns in title to said lands. Upon conveyance by the Developer to any third party of any of the Conservation Tracts, the Developer shall have no further liability or responsibility hereunder with respect to such Conservation Tracts, provided this deed restriction including the Conservation Tracts is properly recorded in the Public Records of Orange County, Florida.

Section 7. Owner Obligations. Each Lot owner is a Member of the Association. The Association is required to maintain Tracts "A","B","C","D","E" and private easements. The Members are ultimately responsible for the obligations of the Association and all Lots are subject to assessments, liens and foreclosures for non-payment of maintenance costs. By purchasing a Lot, each Member conveys to the City of Winter Garden the right to maintain or have maintained Tracts "A","B","C","D","E" and private easements if and only in the event the association fails to so maintain said Tracts and easements or they become a nuisance. The cost of such maintenance by the City shall be borne and paid by the Association. Such costs, if not paid by the Association, shall become a lien on all Lots in the subdivision and be enforceable by foreclosure and other proceedings. This right and/or the City's exercise of such right shall not obligate the City to maintain said Tracts or easements.

ARTICLE IV EASEMENTS

Section 1. Easement for Association. The Subject Property shall be subject to a perpetual easement in gross being granted to FULLERS CROSSING HOMEOWNERS' ASSOCIATION, INC., and its successors for ingress and egress on the Subject Property for the purpose of having its employees and agents perform all obligations and duties of the Association set forth herein.

Section 2. Easements for Repair and Maintenance. Easements over the Subject Property for the installation, repair, and maintenance of roads, utility and service lines and systems, including, but not limited to electric, cable or master antenna television systems, security systems, telephone, water, gas, sprinkler systems, sanitary sewer lines and drainage facilities, and for other purposes reasonably necessary or useful for the proper maintenance and operation of the Subject Property are hereby reserved by and to the Developer, its successors and assigns, and to the Association, together with the right to grant and transfer the same. There is also reserved to the Developer the right to grant reasonable easements for the installation and maintenance of temporary roads, public utilities and irrigation systems (including the installation of irrigation pumps) on the Common Areas and the Subject Property in addition to those easements already reserved. The Association shall have a reasonable right of entry upon a Homesite to make repairs of an emergency nature for those items for which the Association has maintenance responsibilities as provided in Article IX.

Section 3. Easements for Construction and Sales. Easements over the Common Areas for the purposes of construction, establishment, or installation of utility lines, maintenance, display, and exhibit in connection with the erection, sale and resale of Homesites and Living Units within the Subject Property are hereby reserved to the Developer, its successors, assigns and designees, together with the right of the Developer, its successors, assigns and designees, to grant and transfer the right to use and enjoy same; provided that no such use by the Developer and/or others shall unreasonably restrict the Members in the reasonable use and enjoyment of the Common Areas or of their own Homesites. These rights reserved to the Developer, its successors, assigns, and designees shall include the right to place model homes upon the Subject Property, to use sales and directional signs throughout the Subject Property, and to maintain a sales office or sales offices and sales staff and employees on the Subject Property through completion and sale of all Living Units contemplated by the Developer for FULLERS CROSSING and thereafter for resale of Living Units in FULLERS CROSSING which sales office or offices may be located in the Common Areas or in Living Units in the sole discretion of the Developer. These easements reserved by the Developer, its successors, assigns, and

designees shall be used by Developer, its successors, assigns and designees and their respective agents, guests, invitees, and licensees, contractors, subcontractors, suppliers, workmen, sales agents and representatives, and prospective purchasers of Homesites.

Section 4. Easement for Private and Public Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate public and private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Areas.

ARTICLE V THE ASSOCIATION

Section 1. Association. FULLERS CROSSING HOMEOWNERS' ASSOCIATION, INC. , (the "Association"), a Florida corporation not-for-profit, has been organized, among other things, to administer, maintain and at such time as provided in the Declaration, own the Common Areas. The Association shall act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation of the Association and the By-laws of the Association.

Section 2. Membership and Voting. Membership and voting rights in the Association shall be set forth in Article VI hereof and in the Articles of Incorporation and By-Laws of the Association.

Section 3. Turnover of Control. Developer reserves the right to designate the initial members of the Board of Directors of the Association and their successors until the earlier of (i) five (5) years from the date of conveyance of the first Homesite in the Subject Property to a purchaser as evidenced by the date such deed is recorded in the Public Records of Orange County, Florida; or (ii) ninety (90) days after the Developer has conveyed to purchasers seventy-five percent (75%) of the Homesites ultimately planned for development in FULLERS CROSSING ; or (iii) three years after fifty percent (50%) of the Homesites ultimately planned for development in FULLERS CROSSING (including phase II) have been conveyed to purchasers; or (iv) when all Homesites ultimately planned for development in FULLERS CROSSING have been conveyed to purchasers, or none of the other Homesites are being developed or are being offered for sale in the ordinary course of business; or (v) the date developer voluntarily relinquishes its right to continue to designate members of the Board, provided Developer sends to the Association and each Member thirty (30) days written notice of Developer's intention to turn over control of the Association, which earlier date is referred to herein as the "Turnover Date". For the purposes of this Section 3, the term "purchasers" shall be deemed to mean ultimate purchasers of a Homesite for their use as a residence. Upon and after the Turnover Date, the Board shall be elected by the Members of the Association in accordance with the terms and provisions of this Declaration and the

Articles and By-Laws, except that the Developer shall be entitled to elect one member to the Board for so long as the Developer owns any Homesites in the Subject Property.

Section 4. Books and Records. The Association shall make available to Owners and mortgagees, and to holders, insurers or guarantors of any first mortgage on all or a portion of the Subject Property, including Homesites, current copies of the Declaration, By-Laws and Articles of Incorporation of the Association, other rules concerning the Subject Property, and the books, records and financial statements of the Association. The Association shall be deemed to have made such items available, if they are available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder, insurer or guarantor of a first mortgage on all or a portion of the Subject Property, including Homesites, shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year, free of charge to the party so requesting, and such statement shall be furnished within a reasonable time following said request.

Section 5. Management Agreement. Any professional management contract entered into by the Associations shall contain reasonable term and termination provisions. Any contracts or leases entered into by the Association prior to the Turnover Date, including any professional management contract, shall provide a right of termination without cause, which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days' notice to the other party thereto.

Section 6. Notice to Mortgagees. Upon written request to the Association, identifying the name and address of the holder of the first mortgage on a Homesite, or the insurer or guarantor of such first mortgage on a Homesite and the Homesite number or address, a holder of a first mortgage on a Homesite or insurer or guarantor of said first mortgage shall be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects a material portion of the Subject Property or any Homesite on which there is a first mortgage held, insured, or guaranteed by such requesting party;

(b) Any delinquency in the payment of assets or charges owed by an Owner of a Homesite subject to a first mortgage held, insured or guaranteed by such requesting party, which remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of first mortgage holders as set out in Section 5, Article XIII and Section 7, Article V hereof.

Section 7. Rights of Mortgagees. Holders of first mortgages on Homesites shall be afforded the following rights:

(a) Any restoration or repair of the Subject Property, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by holders of first mortgages on Homesites which have at least fifty-one percent (51%) of the total votes of each class of membership of Homesites subject to first mortgages.

(b) Any election to terminate the covenants and restrictions on the Subject Property after substantial destruction or a substantial taking in condemnation of the Subject Property shall need the approval of first mortgage holders on Homesites which have at least fifty-one percent (51%) of the total votes of each class of membership of Homesites subject to first mortgages.

(c) When professional management has been previously required by a first mortgage holder or insurer or guarantor of such first mortgage, whether such entity became a first mortgage holder or insurer or guarantor of such first mortgage at that time or later, any decision to establish self management by the Association shall require the prior consent of Owners of Homesites to which at least sixty-seven percent (67%) of the total votes in the Association are allocated and the approval of first mortgage holders holding mortgages on Homesites which have at least fifty-one percent (51%) of the total votes of each class of membership of Homesites subject to first mortgages.

Section 8. Dissolution of Association. The Association may be dissolved with the assent given in writing and by assent 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.

ARTICLE VI MEMBERSHIP AND VOTING RIGHTS

Section 1. Member. The Members of the Association shall consist of the Developer, as the Class B Member described in Section 4 below, and all Owners of a Homesite or Homesites within the Subject Property, as Class A Members described in Section 4 below, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Homesite by foreclosure or deed in lieu of foreclosure.

Section 2. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument establishing a record title to a Homesite in the Subject Property. The Owner designated by such instrument thus becomes a Member as of the date of recordation of the deed or other instrument in said Public Records and the membership of the prior owner is terminated. The new Owner shall notify the Association of the recording of the deed or other instrument establishing record title and shall furnish the Association with a certified copy of such instrument if required by the Association.

Section 3. Membership Rights Appurtenant to Homesite Ownership. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Homesite.

Section 4. Classes of Voting Membership. The Association shall have two classes of voting membership (both classes of which shall be collectively referred to herein as Members) as follows:

Class A: Class A Members shall be all those Members as defined in Article VI Section 1 hereof, with the exception of the Developer. One vote shall be allocated to each Homesite owned by a Class A Member. When more than one person holds such interest or interests in any Homesite, all such persons shall be Members, and the person entitled to cast the vote for the Homesite shall be designated by a certificate filed with the Secretary of the Association, at any time before the vote is cast, signed by all record owners of the Homesite. If any Homesite is owned by a corporation, a similar certificate shall be required designating the person entitled to cast the vote for such Homesite. Lacking such certificate by multiple owners or corporation, the vote for that Homesite shall not be considered in determining the requirement for a quorum or any other purpose until such certificate is filed with the Secretary of the Association; except, however, when title to a Homesite is held by a husband and wife, they may, but shall not be required to, designate a voting member. If the husband and wife do not designate a voting member, and if both are present at a meeting, only one may vote on any given matter. If they are unable to agree on who shall vote, their vote shall not be counted. If no voting member is designated and only one spouse is present at a meeting, the spouse present may cast the vote for the Homesite without establishing the concurrence of the absent spouse. In no event shall more than one vote be cast with respect to any Homesite.

Class B: The Class B Member shall be the Developer, its successors or its assigns. The Class B Member shall be entitled to five (5) votes for each Homesite owned until the Turnover Date. The Class B membership shall cease and be converted to Class A membership and be entitled to vote as such on the Turnover Date as defined in Article V, Section 3 hereof.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Subject Property; maintaining, operating, and improving the Common Areas; enforcing the covenants; and for the improvement and maintenance of properties, services, and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed, or furnished, which are devoted to the purpose and related to the use and enjoyment of the Common Areas, including but not limited to, the payment of taxes and insurance on the Common Areas, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The assessments shall also provide reasonable reserves for deferred maintenance, replacements and betterments as further set out in the Association By-Laws.

Section 2. Assessments. Each Owner of any Homesite by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) annual assessments, or charges, and (2) special assessments for capital improvements and other expenditures that the Association deems appropriate, including special assessments for violations or damages as provided in this Declaration, the Articles of Incorporation and By-Laws, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Developer may, prior to the Turnover Date, either pay the annual or special assessments for each Homesite it owns, or maintain its Homesites at its expense and fund any deficits of the Association. The Developer shall, commencing on the Turnover Date or such earlier date as the Developer may determine, pay the prorated current annual or special assessments as to the Homesites that it owns and thereby its obligation to fund deficits of the Association shall automatically terminate. Thereafter, the Developer shall pay assessments on its Homesites as any other Owner. The annual and special assessments, together with such interest thereon and costs of collection thereof, including, without limitation, reasonable attorneys' fees incurred by the Association incident to the collection of such assessments, whether or not judicial proceedings are involved, and appeals, if any, shall be a charge on the land and shall be a continuing lien upon the Homesite against which each such assessment is made. Said lien shall be effective from and after the time of recording a claim of lien in the Public Records of Orange County, Florida, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien from the Association. Each such assessment, together with interest thereon and cost of collection, including, without limitation, reasonable attorneys' fees incurred by the Association incident to the collection of such assessment, whether or not judicial proceedings are involved, and

appeals, if any, shall also be the personal obligation of the person who is the Owner of such Homesite at the time the assessment is due and payable.

Section 3. Commencement and Maximum Annual Assessment.

(a) Until January 1, 2002, the maximum annual assessment shall be Two Hundred Eighty Dollars (\$280.00) per Homesite.

(b) From and after January 1 2002, 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.

(c) From and after January 1, 2002, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds of each class of Members who are voting in person or by proxy, at a meeting duly called for that purpose.

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

Section 4. Delinquent Assessments. If an assessment is not paid within fifteen (15) days after the due date, a late fee may be charged by the Association. The Board of Directors shall establish the amount of the late fee. No Owner may waive or otherwise escape liability for the assessments and/or the late fee provided for herein by non-use of the Common Areas or abandonment of his Homesite.

Section 5. Rights of Association to Collect Delinquent Assessments. Liens for assessments may be foreclosed by lawsuit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also sue to recover a money judgment for unpaid assessments against the Owner personally obligated to pay same without waiving the lien securing same.

Section 6. Assessments.

(a) The regular annual assessment shall be Two Hundred Eighty Dollars (\$280.00) per Homesite per year, and shall commence to accrue on January 1, 2000 (the Regular Annual Assessment"). Such annual assessment shall be payable annually in advance on the first of each January, and shall become delinquent if not paid within fifteen (15) days of said date. The Association may use any part or all of said sum for the purposes set forth in Section 1 of this Article.

(b) At the initial closing of each Lot, the Association shall collect a one-time initial assessment in the amount of One Hundred Dollars (\$100.00) (the "Initial Assessment"). Such Initial Assessment shall be in addition to the Regular Annual Assessment.

Section 7. Method of Setting Annual Assessment. The annual assessment may be increased or decreased by the Board of Directors of the Association after considering current maintenance costs and future needs of the Association, provided, however, that the annual assessment for each Homesite may not be decreased when outstanding obligations of the Association remain unpaid, and, further provided that the annual assessment be of sufficient amount to meet all obligations of the Association imposed by this Declaration. The Board of Directors shall fix the amount of the annual assessment against each Homesite 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.

Section 8. Special Assessment. In addition to the annual assessment authorized above, the Association may levy against the Owners of Homesites in the Subject Property, in any maintenance year, a special assessment applicable to that year only for the purpose of (1) defraying, in whole or in part, the cost of any unexpected expenditure not anticipated in the annual budget; or (2) the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto; or (3) for the purposes deemed appropriate by the Association, provided that any such assessment shall have the assent of fifty-one percent (51%) of the total votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. The due date of said special assessment shall be as provided by the resolution adopting such special assessment. A special assessment may also be levied against an Owner or Owner(s) by the Association for violations or damages as provided in the Declaration, the Articles of Incorporation and By-Laws, and any such special assessment shall be due and payable when levied by the Association.

Section 9. Meeting to Adopt Special Assessment. Written notice of any meeting called for the purpose of taking any action authorized under Section 8 of this Article VII 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 and of proxies entitled to cast thirty-three percent (33%) of the total votes of Members shall constitute a quorum and if a quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Notwithstanding anything in the following to the contrary, no meeting shall be required to levy special assessments for violations or damages as provided in Section 8 of this Article VII, or for non-compliance as provided in Section 2, Article XV hereof.

Section 10. Allocation of Assessments Among Homesites. The allocation of annual and special assessments, other than special assessments incurred as a result of damage or violation of the Declaration, Articles of Incorporation and By-Laws, shall be set so that all Homesites shall be assessed at an equal rate.

Section 11. Certificate of Assessment Liability. Upon demand, the Association shall furnish a certificate in writing signed by an officer of the Association to any Owner liable for an assessment. The certificate shall state whether said assessment has been paid and shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 12. Subordination of Assessment Lien to First Mortgages. The lien of all assessments provided for herein and all costs, expenses and attorneys fees secured by said lien shall be subordinate to the lien of any first mortgage recorded prior to the time of recording the claim of lien by the Association. Sale or transfer of any Homesite shall not affect the assessment lien. However, the sale or transfer of any Homesite pursuant to foreclosure of the first mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. The extinguishing of the lien shall not affect the personal liability of the Owner at the time such assessment came due for payment of same. No sale or transfer shall relieve such Homesite from liability for any assessment coming due after such sale or transfer or from a lien therefor. A lien for any and all assessments shall not be affected by any sale or transfer of a Homesite, except that a sale or transfer pursuant to a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed to all Homesites.

Section 13. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) any parcel of property which serves as an easement or which is dedicated and accepted by a local public authority and devoted to public use; and (b) all Common Areas as defined in Article I, Section 1(c), hereof.

ARTICLE VIII ARCHITECTURAL REVIEW BOARD

Section 1. Composition of Architectural Review Board. The Developer shall, upon the recording of this Declaration, immediately form a committee known as the "Architectural Review board," hereinafter referred to as "ARB", initially consisting of three (3) persons designated by the Developer. Their successors shall likewise be appointed by the Developer until the Turnover Date. After the Turnover Date, the ARB shall be appointed by the Board of Directors and shall serve at the pleasure of said Board and may be removed at any time without cause. Provided, however, that in its selection of the ARB, the Board shall be obligated to appoint the Developer or his designated representative to such Board for so long as the Developer owns any Homesite(s) in the Subject Property, and provided that the Board shall select only Owners as the remaining members of the ARB except to the extent an architect, surveyor or engineer or other such professional may be selected by the Board to lend their professional expertise to the

decision-making process. The ARB shall meet from time to time as necessary to perform its duties hereunder. A quorum of the ARB shall be two (2) members and no decision of the ARB shall be binding without a quorum present and at least two concurring votes by members of the ARB.

Section 2. Review by Architectural Review Board. In order to enhance, maintain and preserve values of the Subject Property and all Homesites located therein, and subject to Section 8 below, no building, fence, wall or other structure or improvement (including landscaping and pavement) shall be commenced, erected or maintained upon the Subject Property, nor shall any exterior addition to or exterior change or alteration be made to any previous improvement on a Homesite nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, 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 exterior design and location in relation to surrounding structures and topography by the Architectural Review board and until the ARB has received assurance acceptable to it that any damage to the Common Areas as a result of such additions or alterations will be repaired in a timely fashion. The ARB shall review such information to determine harmony of exterior design, and location in relation to surrounding structures and topography. The ARB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARB may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ARB may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials. Until receipt by the ARB of all required plans and specifications, the ARB may postpone review of any plans submitted for approval. The ARB shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such thirty (30) day period, said plans shall be deemed approved. The ARB's approval or disapproval as required in these covenants shall be in writing. All changes in alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. For purposes of this Declaration and the duties and obligations created herein, the ARB shall be considered the agent of the Association and the Board.

Section 3. Approval Not to be Construed as Waiver. The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 4. Architectural Review Board Expenses. The members of the ARB shall receive no compensation for services rendered, other than reimbursement for

expenses incurred by them in the performance of their duties hereunder. The ARB, however, shall have the power to engage the services of professionals for compensation for purposes of aiding the ARB in carrying out its functions.

Section 5. Inspection by Architectural Review Board. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article VIII, the Owner shall give written notice of completion to the ARB.

(b) Within thirty (30) days thereafter, the ARB or its duly authorized representative may inspect such improvement. If the ARB finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance. The thirty (30) day period shall not commence to run until the ARB receives from the Owner notice of completion. The ARB may in its discretion inspect the improvements upon completion and notify the Owner of noncompliance even if the Owner has not given the ARB notice of completion.

(c) In the event of non-compliance with the approved plans, the ARB shall simultaneously, upon notifying the Owner, notify the Board in writing of the perceived noncompliance. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Board shall notify the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvements or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a special assessment against such Owner for reimbursement.

(d) If for any reason the ARB fails to notify the Owner of any noncompliance within thirty (30) days after receipt of said written notice of completion from the Owner, the improvement shall be deemed to have been made in accordance with said approved plans.

(e) If an owner does not obtain the approval of the ARB as provided herein, then proceeds to make any improvements on its Homesite which requires ARB approval, the ARB upon discovery of such improvements may within thirty (30) days after discovery approve them as being in accordance with the requirements for approval, or the ARB may within said thirty (30) day period notify the Owner in writing of the noncompliance of those improvements. The ARB and the Board shall then proceed as is provided in Section 5(c) of this Article VIII.

Section 6. Limitations on Architectural Review Board Liability. Neither the ARB nor any member thereof, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ARB's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability in such event. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Subject Property. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety, warranty of design, or conformance with building or other codes.

Section 7. Variances. The ARB may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variances must be evidenced in a writing signed by at least two (2) members of the ARB. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental or municipal authority, nor to obtain a similar variance from other architectural committees having jurisdiction.

Section 8. Exemption of Developer. The Developer shall be exempt from the provisions of this Article VIII and all subsections hereof with respect to improvements, alterations and additions desired to be made by Developer in the Subject Property and this shall be so whether said improvements are Living Units or are in relationship to the Common Areas. The Developer shall not be obligated to obtain ARB approval for any consideration or changes in construction which the Developer may elect to make in the Subject Property at any time.

Section 9. Attorneys' fees and Costs. For all purposes necessary to enforce or defend this Article, the ARB, the Developer, and/or the Association shall be entitled to collect reasonable attorneys' fees, costs and other expenses from the Owner whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, and the Board may assess such amounts in the form of a special assessment against said Owner.

Section 10. Fences. No fence, wall or other structure shall be erected, placed or altered on any Homesite without the prior written approval of the ARB.

Section 11. Landscaping. The ARB shall approve all plans for landscaping of any Homesite, including but not limited to changes, replanting, and replacements of landscaping, prior to the Owner planting any shrubbery, trees or plants on any Homesite in the Subject Property.

Section 12. Windows. No window or wall air-conditioning units shall be permitted to be placed in or on a Living Unit unless the prior written consent of the ARB is obtained. No Living Unit shall have aluminum foil placed in any window or glass door, or any reflective substance placed on any glass, except as may be approved by the ARB for energy conservation purposes.

Section 13. Replacement. In the event that any Living Unit is destroyed by or removed for any cause whatsoever, any replacement must be with a Living Unit of a similar size and type, however, not exceeding the dimensions of the previous Living Unit. The plans and specifications for any new Living Unit must be approved, in writing, by the ARB.

Section 14. Swimming Pools. Any swimming pool to be constructed on any Homesite shall be subject to the requirements of the ARB, which include, but are not limited to, the following:

(a) Composition to be of material thoroughly tested and accepted by the industry for such construction.

(b) All pool screening material shall be of a color in harmony with the exterior of the Living Unit. No raw aluminum color screen will be allowed.

Section 15. Awnings, Canopies and Shutters. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any building unless such awnings, canopies or shutters have been approved by the ARB.

ARTICLE IX MAINTENANCE

Section 1. Maintenance by the Owner. Maintenance in good order, condition and repair of the interiors and exteriors of Living Units and of all mechanical equipment, plumbing and electrical facilities located on a Homesite servicing the Living Unit thereon, and any pool, hot tub, spa or similar facility located on a Homesite, and any equipment and appurtenances, is the responsibility of the Owner. The Owner shall

promptly perform such maintenance so as to keep the Living Unit and Homesite in a good state of repair and in conformity with the aesthetic standards required from time to time by the Association.

Section 2. Maintenance by the Association. The Association shall be responsible for the exclusive maintenance and repair of the following:

(a) Common Areas. Except as otherwise expressly provided herein, the Association shall maintain, repair, replace, protect and improve the Common Areas and any improvements thereon, and shall maintain any lakes located in the Common Areas.

(b) Stormwater Management System. The Association shall be responsible for the maintenance, operation, repair and replacement of the Stormwater Management System. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by SJRWMD. Any repair or reconstruction of the Stormwater Management Systems shall be as permitted or, if modified, as approved by SJRWMD. The Association hereby agrees to accept the transfer of any and all permits issued by SJRWMD with regard to the Stormwater Management System as soon as requested by the Developer after the portion of the system covered by the applicable permit shall have been constructed or installed by the Developer.

Section 3. Association May Contract for Services. The Association may contract for the management of all or part of the Subject Property for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration. The Association may contract with public or private utility companies for purposes of supplying utility services to the Subject Property and may assess the costs and expenses charged by such utility companies as part of the annual assessments or as a special assessment if the utility company does not bill those costs and expenses directly to the Owner.

Section 4. Maintenance of Fences. Any fences or walls surrounding portions of the Subject Property shall be maintained by the Association, and a perpetual easement of ingress and egress over the Homesites and Living Units abutting said fences or walls is hereby granted to the Association for purposes of construction, maintenance, repair, and landscaping activities related to any such fences or walls.

**ARTICLE X
RESTRICTIVE COVENANTS**

Section 1. The Subject Property Subjected to Restrictive Covenants. The Subject Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon each and every Owner, with the exception of the Developer, who shall acquire hereafter a Homesite or any portion of the Subject Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns. These restrictive covenants may be more restrictive than the requirements of Orange County; in any event, these restrictions shall prevail.

Section 2. Residential Use. No Homesite shall be used for any purpose except for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any Homesite within the Subject Property other than one Living Unit, a private attached garage, and structures such as swimming pools, screened enclosures and patios, except in the case where the Developer determines in its sole discretion to modify the use of a Homesite to use as Common Areas. Such modification may be made by the Developer amending this Declaration without the necessity of joinder by any Owner or mortgagees of Homesites. Provided, however, that notwithstanding any language to the contrary herein, nothing shall preclude the Developer or its agent from maintaining offices for the purposes of promoting the sale of Homesites and Living Units within the Subject Property which includes access to and use of the Common Areas by any required sales personnel and any attendant personnel required to be present to facilitate such sales.

Section 3. Dwelling Size/Setbacks. All Living Units constructed on Lots 1 through 63, inclusive, FULLERS CROSSING, according to the Plat thereof, shall have a minimum of 1,400 square feet of living area. The floor space within a garage, breezeway, porch, or an unfinished storage or utility room shall not be included within the living area for the purpose of determining the minimum allowable living area. All improvements to Lots shall meet the following minimum setback requirements:

	<u>Lots 1-20, 62,63</u>	<u>Lots 21-61</u>
Front Yard Setback	25'	25'
Each Side Yard	5'	7.5'
Rear Yard	25'	25'
Corner Lot Side Yard	25'	25'

Section 4. Living Unit Characteristics. No Living Unit shall exceed thirty-five (35) feet in height, nor exceed two (2) stories. Living Units Constructed on Lots 1 through 63, inclusive, FULLERS CROSSING, according to the Plat thereof, shall have at a minimum a one (1) car enclosed garage. No detached garage structure will be permitted.

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

Section 6. Fences. After the appropriate written approvals have been received from the ARB, fences will be permitted, subject to the following restrictions and permitting by Orange County:

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

(b) Fences will not be permitted beyond the front building line. In the case of a corner lot, the side yard adjacent to the street cannot have a fence closer than ten (10) feet from the property line.

(c) All fencing will show the finished side to the exterior of the lots, i.e. wooden fences will have all braces or stringers facing the interior of the lot.

(d) All Homesites adjacent to conservation, water or park areas, are discouraged from having fencing. If there are circumstances where a yard needs to be enclosed for containment of children or animals, a four (4) foot open picket fence will be considered, but adjustment of the fence location may be necessary to protect the adjacent property owner's view. Lots 49-55 may not have a rear yard fence erected any farther than one hundred and twenty five (125) feet from the right of way line at the front of the respective lot in order to preserve maintenance vehicle access around the perimeter of the retention area in Tract "E".

Section 7. Temporary Structure Not to be Used as Residence. No structure of a temporary character, trailer, boat, motor home, recreational vehicle, tent, shack, garage, barn or other outbuilding shall be used on any Homesite at any time as a residence or appendage to such residences, either temporarily or permanently.

Section 8. Parking. Each Homesite shall have provision for the parking of at least two (2) automobiles. No motor homes, recreational vehicles, boats, trailers, trucks or other motor vehicles in excess of a three-quarter (3/4) ton rating, shall be allowed to be kept or parked on any Homesite in excess of forty-eight (48) hours except in a garage or other areas which may be designated by the Association in its discretion for such use. The parking and storage of automobiles shall be limited to the driveways of Homesites and other areas designated by the Association. All motor vehicles must be maintained so as not to create an eyesore in FULLERS CROSSING. There shall be no repair, assembling or disassembling of motor vehicles except in the garage. The Board of Directors is specifically authorized to promulgate additional rules and regulations pertaining to parking, and the Board of Directors is specifically granted the right to

enforce this provision by the towing of vehicles in violation of these provisions at the expense of the Owner, which shall be deemed a special assessment against the Owner, immediately due and payable.

Section 9. Antenna. No radio, television or any other exterior electronic or electrical equipment, antenna, aerial or dish shall be installed or maintained on the exterior of any Living Unit or structure on a Homesite or on any portion of any Homesite unless and until the location, size and design thereof shall have been approved by the ARB. This provision shall not restrict the right of the Developer at its election to install a master antenna, cable television and security system in FULLERS CROSSING.

Section 10. Mailboxes. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected by an Owner unless the size, location, design and type of material for said boxes or receptacles shall have been first approved in writing by the ARB.

Section 11. Nuisances. No noxious or offensive activity shall be carried on upon any Homesite, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall any disturbance be permitted which will interfere with the rights, comfort, or convenience of other Owners and their guests, lessees or invitees.

Section 12. Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Homesite, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Pets shall be on a leash at all times when outside the Living Unit (unless the pet is within a securely fenced area). Pets found running loose shall be reported to the appropriate governmental agency and will be picked up and impounded. If, after receipt of written notice by the Association of a violation of the provisions of this paragraph, the Owner does not correct such violations, the Association may proceed to levy a special assessment as provided in Article XV, Section 2, hereof.

Section 13. Signs. To preserve the Aesthetic quality of the Subject Property, no sign of any kind shall be displayed to the public view on any Homesite without the prior written consent of the ARB except, however, the following, which may be displayed without the consent of the ARB: (a) signs may be used by a builder or the Developer to advertise during the construction and sales period of any Living Unit, including without limitation, direction signs, and signs for the designation of models and sales office, and (b) one "for sale" sign may be displayed by an Owner when reselling a Homesite or Living Unit.

Section 14. Trash. No Homesite shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be bagged and tied and kept in covered sanitary containers in the garage or at the rear of the Living Unit out of sight from the street. On those days when garbage pick ups are made at the Subject Property,

the Owners shall place their bagged and tied garbage on the Homesite and adjacent to the street for pickup. There shall be no burning of trash or any other waste materials on the Subject Property. In the event trash must be collected from a receptacle servicing more than one Homesite to meet the requirements of the collection company or agency, all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle. In no event shall trash be placed outside the receptacle. The Developer reserves for itself and for builders constructing improvements within the Subject Property the right during construction to maintain a receptacle for garbage and trash on the Subject Property.

Section 15. Clotheslines. It is prohibited to hang and/or dust garments, rugs, or any other materials from the windows, balconies or from the exterior of any Living Unit. Outside clotheslines or other exterior clothes drying facility shall be permitted if located within the rear fenced courtyard of a Living Unit at a height no higher than that of the rear fence of said Living Unit.

Section 16. Easement Areas. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. Fencing may be erected within such easements upon written approval of Orange County and the ARB.

Section 17. Driveways. All driveways shall be maintained in the style originally established by the Developer, unless otherwise approved by the ARB. Driveways shall not be painted or colored.

Section 18. Leases. All leases of Homesite and Living Units shall be restricted to residential use. No lease shall be for a term less than seven (7) months. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to the Subject Property or portion thereof caused by the negligence of the tenant.

Section 19. Exemption of Developer. The Developer, as long as it owns any Homesite or Living Unit in the Subject Property or in the event that the Developer is doing construction work or repair work in the Subject Property, shall be exempt from the provisions of this Article X.

Section 20. Assessment for Cure of Violations. The Association or the Developer, prior to Turnover, and the Association thereafter, after giving an Owner reasonable notice and opportunity to cure a violation of Article X, may enter upon a Homesite for the purposes of curing the violation, and the Association shall have no liability to the Owner, whether for trespass or otherwise as a result of such entry upon the Homesite. The cost thereof shall be charged against the Owner as a special assessment.

Section 21. Rear Yard Swales. An owner may plant grass and other commonly used landscaping within, and shall be required to mow and maintain any rear yard swale affecting its Homesite. There shall be no construction, installation or placement of signs, buildings, fences, walls, roads or any other structures or improvements within the rear yard swales. Dumping or placing of trash, waste or unsightly or offensive materials within the rear yard swale is prohibited. Excavation, dredging or removal of earth berms to in any way modify swales is prohibited. The rear yard swales will affect only Lots 1 through 20, inclusive of FULLERS CROSSING, according to the Plat thereof.

ARTICLE XI INSURANCE AND TAXES

Section 1. Insurance. Property and casualty insurance on the Common Areas shall be maintained by the Association. The Association shall also purchase public and general liability insurance, flood insurance and such other insurance as may be necessary on the Common Areas in the judgment of the Association, and for purposes of property operating the Association. The Association shall also purchase liability insurance covering the Association's Directors and Officers. The premiums for all insurance policies purchased by the Association shall be deemed to be general expenses for the Association and shall be paid by the Owners through the annual assessments against each Homesite or Living Unit, as provided in this Declaration. All such insurance shall meet any and all requirements of the Federal National Mortgage Association ("FNMA"). Each Owner may obtain and shall be responsible for the payment of any insurance such Owner desires on his Homesite or Living Unit or on any personal property contained within such Living Unit or on such Homesite. No person other than the Owner of a Homesite, or the Mortgagee where permitted by the Mortgage, shall have the right to place hazard or liability insurance for that Homesite. Proceeds of insurance claims shall be paid only to the Owner of the Homesite and/or to the Mortgagee.

Section 2. Living Unit Taxes. All real estate and personal property taxes assessed against a Homesite and Living Unit shall be the responsibility of the Owner of the Homesite and Living Unit.

Section 3. Association Taxes. The Association shall be responsible for real property and personal property taxes assessed against the Common Areas, and any personal property located thereon owned by the Association.

ARTICLE XII ADDITIONAL COVENANTS AND RESTRICTIONS

Except for the Developer, no Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the Subject Property.

Section 1. Amendments Until the Turnover Date. Subject to the provisions of Section 7 of Article III hereof, until the Turnover Date, the Developer shall have the sole right and power of amendment, annulment or waiver of this Declaration, and such amendment, annulment or waiver by the Developer shall not require the joinder of Owners or mortgagees of any interest in the Subject Property. Until the Turnover Date, no such amendment, annulment or waiver shall be made without the prior written consent of the Developer, its successors and assigns. Moreover, as long as the Developer owns a Homesite in the Subject Property, the Developer reserves and shall have the sole right (a) to amend this Declaration for the purpose of curing any ambiguity herein or any inconsistency between or among the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the Subject Property which do not unreasonably lower standards of the covenants and restrictions herein contained, and (c) to release any Homesite from any part of this Declaration which has been violated if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

Section 2. Amendments On or After the Turnover Date. Subject to the provisions of Section 7 of Article III hereof, on and after the Turnover Date, any provisions, covenants or restrictions set forth in this Declaration may be amended, annulled, waived, or terminated as follows: No amendment shall be made which shall affect the rights and obligations of the Developer, unless the Developer consent to same. The Members who represent votes totaling at least two-thirds (67%) of the total votes of each class of Members may change, amend, annul, waive, or terminate, any provision hereof, except as above mentioned, in whole or in part, by executing a written instrument in recordable form setting forth such change or amendment and having the same duly recorded in the Public Records of Orange County, Florida. In lieu of the recorded instrument executed as provided above, such instrument to be recorded may be executed by the Association, provided there is a certification in such recorded instrument that a duly authorized Owners' meeting was convened with the requisite quorum and necessary affirmation vote totaling two-thirds (67%) of the total votes of each class entitled to be cast by Members entitled to vote in person or by proxy for said amendment in accordance with the terms of this Declaration.

Section 3. Amendment to Articles and By-Laws. The Articles of Incorporation and By-Laws of the Association may be amended in the manner so provided in such documents.

Section 4. Notice of Amendment. Recording of an amendment, change, annulment, waiver or termination, properly made in accordance with the terms of Section 1 and Section 2 in this Article XIII shall be deemed notice to all Owners of the terms thereof, and all Owners shall be bound by its terms.

Section 5. FHA/VA Approval. As long as there is a Class B Membership, the following actions shall not require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, mortgaging of Common Areas, dedication of Common Areas, an amendment of this Declaration of Covenants and Restrictions, mergers and consolidations, and dissolution and amendment of the Articles of Incorporation of the Association.

Section 6. SJRWMD Approval. Any amendment to the Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of SJRWMD.

ARTICLE XIV DURATION

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Developer, the Association, and their respective legal representatives, heirs, successors and assigns until amended or modified according to the terms of Article XIII hereinabove set forth. The consent of Owners of Homesites to which sixty-seven percent (67%) of the votes of each class of members of the Association are allocated and the approval of holders of first mortgages on Homesites which have at least fifty-one percent (51%) of the total votes of each class of membership of Homesites subject to first mortgages, shall be required to terminate the covenants and restrictions of the Declaration, except that the percentage of votes necessary to terminate set out in Section 7, Article V shall control as to termination pursuant to the provisions thereof. Termination shall be accomplished in the same manner as set forth for amendment to the Declaration in Article XIII, except that the specific percentages herein shall apply. At such time as the covenants and restrictions of the Declaration are terminated, any distributions made by the Association shall be to all Owners of the Homesites and their first mortgagees as their interest may appear. Distributions shall be made so that each Homesite receives an equal allocation of such distribution, less any obligations of the Owner to the Association.

ARTICLE XV ENFORCEABILITY

Section 1. Parties Who May Seek Enforcement. If any person, firm, corporation, or other entity shall violate or attempt to violate any of the provisions of this Declaration, the By-Laws, the Articles of Incorporation of the Association or the Rules and Regulations promulgated by the Developer or the Association, it shall be lawful for the

developer, an individual Owner, the ARB, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such provisions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all or any such violations or attempted violations, or any other equitable relief. Should the Developer, the ARB, and/or the Association be required to enforce or defend the provisions thereof, their reasonable attorney's fee and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the opposing party. In any proceedings by the Association against the Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of an annual assessment, including, but not limited to a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, any individual Owner, the ARB, or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. Special Assessment Due to Noncompliance. In addition to all other remedies provided in this Declaration, the Board of Directors, in its sole discretion, may levy a special assessment upon an Owner for failure of the Owner, his family, guests, lessees, licensees, invitees, or employees, to comply with any provision in this Declaration or the Articles, By-Laws or Rules and Regulations of the Association, provided that the enforcement of any assessment lien shall be in accordance with applicable Florida statutes.

Section 3. Invalidation. The invalidation of any provision or provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 4. Notice. 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, postpaid, to the last known address of the person who appears as member or Owner on the record of the Association at the time of such mailing.

Section 5. Rights of SJRWMD: SJRWMD shall have the right to enforce by a proceeding at law or in equity the provisions contained in this Declaration which relate to the operation, maintenance, repair and replacement of the Stormwater Management System.

ARTICLE XVI
CONDEMNATION AND RECONSTRUCTION AND REPAIR
AFTER CASUALTY OR CONDEMNATION

Section 1. Association Agent in Condemnation Settlement. The Association shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of the Common Areas, or which touches upon, concerns or affects the use of the Common Areas; and the Association shall represent the Owners of the Homesites and is hereby irrevocably appointed agent for each Owner of a Homesite in any condemnation proceeding or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or any part thereof. In the event of a taking or acquisition of part or all of the Common Areas by a condemning authority, the award or proceeds of settlement shall be payable to the Association, and any disbursement of such awards or proceeds to the Owners of Homesites shall be for the benefit of such Owners of Homesites and their mortgagees as their interests may appear.

Section 2. Partial or Total Destruction of Common Areas. If any part of the Common Areas shall be partially or totally damaged by casualty it shall be reconstructed or repaired unless seventy-five percent (75%) of the votes of each class of Owners of a Homesite in the Subject Property and holders of first mortgages on Homesites which have at least sixty-seven percent (67%) of the votes of each class of Homesites subject to first mortgages shall within sixty (60) days after such casualty agree in writing that the same shall not be reconstructed or repaired.

Section 3. Reconstruction or Repair of Common Areas. Any reconstruction or repair of the Common Areas as a result of casualty or condemnation must be substantially in accordance with the plans and specifications of the original Common Areas; or if not, then according to plans and specifications approved by the Board of Directors of the Association which shall be of similar kind and quality as the original plans and specifications.

Section 4. Estimate of Costs. Prior to reconstruction or repair of the Common Areas as a result of casualty or condemnation, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

Section 5. Assessments for Reconstruction and Repair. If proceeds of insurance or the condemnation proceedings are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, a special assessment shall be made against the Owners of each Homesite in sufficient amounts to provide payment for such costs. Such special assessments shall be assessed in an equal amount against each Owner of a

Homesite, except the Developer which shall be obligated to pay such special assessment to the extent provided in Article VII, Section 8 of the Declaration.

Section 6. Repair or Replacement of Living Unit. Each Living Unit Owner shall be required to reconstruct or repair any Living Unit destroyed by fire or other casualty, whether or not such destruction shall have been an insured loss.

ARTICLE XVII RIGHTS RESERVED TO THE CITY OF WINTER GARDEN

Section 1. No code violation. No portion of this Declaration shall endorse, allow, or sanction the violation of any code or ordinance of the City of Winter Garden or any statute or law.

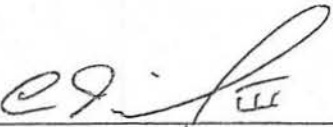
Section 2. Right to maintain and repair. The City of Winter Garden has the right, but not the obligation, to access, maintain, repair, replace and /or otherwise care for or cause to be cared for any and all private easements, common property and /or rights-of-way, including, but not limited to, Tracts A and B (Signage and Wall Areas), Tracts C and D (Recreation Areas), Tract E (Retention Area), and Tract F (Conservation Area) depicted on the plat as recorded in the Public Records of Orange County, FL whose primary name is Fullers Crossing Phase 1. In the event said private easements, common areas, improvements and/or rights of way, including but not limited to Tracts A-F, are not maintained or such become a nuisance or in the event the City of Winter Garden exercises the aforementioned right, the Association and each of the Owners are ultimately jointly and severally responsible for payment of the cost of maintenance, repair, replacement and care provided by the City of Winter Garden or its agents plus administrative costs and attorneys' fees incurred by or for the City of Winter Garden. Said costs shall be a lien or assessment on all lots in the subdivision and on all Common Areas and may be enforced by foreclosure proceedings and other remedies. This right and the City's exercise of said right shall not impose any obligation on the City to maintain, repair, replace or care for said private easements, common areas, improvements or rights-of-way, including, but not limited to, Tracts A-F and the improvements contained therein.

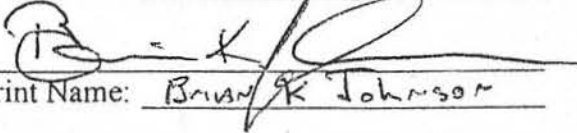
Section 3. City approval required. In the event that this Declaration is terminated or amended in such a way to affect the Owners' responsibilities for the maintenance of any and all private easements, common property and/or rights-of-way including without limitation Tracts A-F, the City of Winter Garden has the right to timely approve and consent to any such termination or amendment. In addition, in the event that the Association merges or consolidates with another corporation or entity, the City of Winter Garden has the right to timely approve and consent to any such merger or consolidation. In any such event, approval or consent shall not be unreasonably withheld.

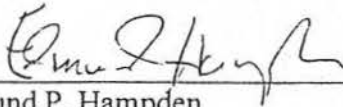
IN WITNESS WHEREOF, the Developer, FULLERS CROSSING LLC, has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FULLERS CROSSING LLC, a
Florida limited liability company

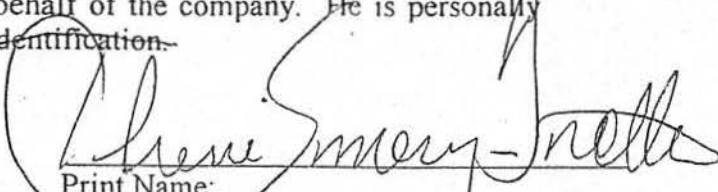

Print Name: COLT D. MCDANIEL III


Print Name: BRIAN K. JOHNSON

By: 
Edmund P. Hampden
President
604 South Lake Sybelia Drive
Maitland, Florida 32751

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18th day of September, 2000, by Edmund P. Hampden as President of FULLERS CROSSING LLC, a Florida limited liability company, on behalf of the company. He is personally known to me ~~or has produced~~ _____ as identification.


Print Name: _____
Notary Public, State of Florida
Commission No. _____
My commission expires: _____


 Cherri Emery-Trotter
My Commission CC649836
Expires April 14, 2000

EXHIBIT "A"
LEGAL DESCRIPTION

FULLERS CROSSING PHASE 1

LEGAL DESCRIPTION FOR FULLER'S CROSS PHASE 1

A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 WEST OF THE RAILWAY (LESS THE WEST 175 FEET OF THE NORTH 575 FEET) IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, TOGETHER WITH: COMMENCING AT THE POST AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST, RUN THENCE NORTH 3 CHAINS; THENCE WEST 9 CHAINS AND 67 LINKS; THENCE SOUTH 15 CHAINS AND 10 LINKS; THENCE EAST 4 CHAINS AND 72 LINKS; THENCE SOUTH 12 CHAINS AND 72 LINKS TO THE NORTH SIDE OF AN AVENUE 30 FEET WIDE RUNNING EAST AND WEST; THENCE EAST ALONG THE NORTH SIDE OF SAID AVENUE 4 CHAINS AND 95 LINKS; THENCE NORTH 24 CHAINS AND 82 LINKS TO THE PLACE OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST; THENCE RUN S.00°19'06"W. ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, FOR A DISTANCE OF 569.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, S.00°19'06"W. ALONG SAID WEST LINE 5.43 FEET; THENCE N.89°48'19"E., FOR A DISTANCE OF 174.87 FEET; THENCE N.00°18'49"E., A DISTANCE OF 575.33 FEET TO THE NORTH LINE OF SAID SECTION 12; THENCE N.89°41'42"E., A DISTANCE OF 1135.53 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE S.00°11'48"W. ALONG SAID EAST LINE, A DISTANCE OF 462.56 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ABANDONED ATLANTIC COASTLINE RAILROAD; THENCE S.44°55'47"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1225.15 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE S.89°47'41"W. ALONG SAID SOUTH LINE, FOR A DISTANCE OF 451.03 FEET; THENCE S.00°19'31"W., A DISTANCE OF 308.34 FEET TO THE NORTH RIGHT-OF-WAY LINE OF FULLER'S CROSS ROAD; THENCE S.89°59'53"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 326.12 FEET; THENCE N.00°16'34"E. 841.58 FEET; THENCE S.89°43'26"E., A DISTANCE OF 138.37 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 200.00 FEET AND A CHORD BEARING OF N.08°21'35"E., THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°10'20" FOR AN ARC LENGTH OF 32.02 FEET; THENCE N.12°56'45"E., 19.44 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°37'39" FOR AN ARC LENGTH OF 44.08 FEET; THENCE N.00°19'06"E., A DISTANCE OF 5.16 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°21'55" FOR AN ARC LENGTH 39.43 FEET; THENCE N.00°41'01"E., A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING OF N.45°08'08"E., THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°38'05" FOR AN ARC LENGTH OF 39.11 FEET; THENCE N.00°19'06"E., A DISTANCE OF 23.99 FEET; THENCE S. 89°40'54"E., A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1581528 SQUARE FEET OR 36.3069 ACRES, MORE OR LESS.

EXHIBIT "B"
LEGAL DESCRIPTION

Recorded - Martha D. Haynie

FULLERS CROSSING, PHASE II

LEGAL DESCRIPTION FOR FULLER'S CROSS PHASE 2

A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 WEST OF THE RAILWAY (LESS THE WEST 175 FEET OF THE NORTH 575 FEET) IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, TOGETHER WITH: COMMENCING AT THE POST AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST, RUN THENCE NORTH 3 CHAINS; THENCE WEST 9 CHAINS AND 67 LINKS; THENCE SOUTH 15 CHAINS AND 10 LINKS; THENCE EAST 4 CHAINS AND 72 LINKS; THENCE SOUTH 12 CHAINS AND 72 LINKS TO THE NORTH SIDE OF AN AVENUE 30 FEET WIDE RUNNING EAST AND WEST; THENCE EAST ALONG THE NORTH SIDE OF SAID AVENUE 4 CHAINS AND 95 LINKS; THENCE NORTH 24 CHAINS AND 82 LINKS TO THE PLACE OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4, SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST; THENCE RUN N.00°06'11"E., A DISTANCE OF 198.00 FEET; THENCE S.89°34'50"W., A DISTANCE OF 635.33 FEET; THENCE S.00°19'56"W., A DISTANCE OF 986.15 FEET; THENCE N.89°57'11"E., A DISTANCE OF 309.33 FEET TO THE WEST LINE OF FULLER'S CROSS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK _____, PAGES _____, PUBLIC RECORDS ORANGE COUNTY, FLORIDA, THENCE N.00°16'34"E., A DISTANCE OF 1.19 FEET TO THE NORTHERLY LINE OF AFOREMENTIONED FULLER'S CROSS PHASE 1; THENCE ALONG SAID NORTHERLY LINE OF FULLER'S CROSS PHASE 1, RUN THENCE S.89°43'26"E., A DISTANCE OF 138.37 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 200.00 FEET AND A CHORD BEARING OF N.08°21'35"E., THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°10'20" FOR AN ARC LENGTH OF 32.02 FEET; THENCE N.12°56'45"E., 1944 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°37'39" FOR AN ARC LENGTH OF 44.08 FEET; THENCE N.00°19'06"E., A DISTANCE OF 5.16 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°21'55" FOR AN ARC LENGTH 39.43 FEET; THENCE N.00°41'01"E., A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING OF N.45°08'08"E., THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°38'05" FOR AN ARC LENGTH OF 39.11 FEET; THENCE N.00°19'06"E., A DISTANCE OF 23.99 FEET; THENCE S. 89°40'54"E., A DISTANCE OF 175.00 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE N.00°19'06"E. ALONG SAID WEST LINE, 569.57 FEET TO THE POINT OF BEGINNING

CONTAINING 587300 SQUARE FEET OR 13.4826 ACRES, MORE OR LESS.

00 JUN 24 11 20

**ARTICLES OF INCORPORATION OF
FULLERS CROSSING HOMEOWNERS' ASSOCIATION, INC.**

The undersigned, by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

**ARTICLE I
NAME AND ADDRESS**

The name of the corporation shall be **Fullers Crossing Homeowners' Association, Inc.** For convenience, the corporation shall be referred to in this instrument as the Association, and shall have as its principal office address and mailing address, 604 Lake Sybelia Drive, Maitland, Florida 32751, or at such other place as the Board of Directors may designate from time to time.

**ARTICLE II
PURPOSE AND DEFINITIONS**

2.1 Purpose. The purpose for which the Association is organized is to provide an entity for the operation of the Subject Property as defined in Article I, Section 1(m) of the Declaration of Covenants and Restrictions of **Fullers Crossing** and the preservation and maintenance thereof as defined in and in accordance with the terms and conditions of the Declaration of Covenants and Restrictions of Fullers Crossing and any amendments thereto recorded in the Public Records of Orange County, Florida (hereinafter the "Declaration").

2.2 Nonprofit Character of Association. The Association does not contemplate pecuniary gain or profit, direct or indirect, to its members. The Association shall made no distributions of income to its members, directors or officers.

2.3 Definitions. The definitions set out in Article I of the Declaration are incorporated herein by reference.

**ARTICLE III
POWERS**

The powers of the Association shall include and be governed by the following provisions:

3.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

3.2 Powers and Duties in the Declaration. The Association shall have all of the powers and duties set forth in the Declaration reasonably necessary to operate the Subject Property as set forth in the Declaration as it may be amended from time to time, including, but not limited to, the following:

(1) To make and collect assessments against Owners of a Homesite or Homesites with the Subject Property to defray the costs, expenses and losses of the Association.

(2) The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District Permit No. 40-095-0870-ERP, requirements and applicable rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

(3) The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

The assessments shall be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures and drainage easements.

(4) To use the proceeds of assessments and billings in the exercise of its powers and duties.

(5) To maintain, repair, replace and operate those portions of the Subject Property as provided in Article IX of the Declaration.

(6) To purchase insurance for the protection of the Association and its Members as defined in the Declaration, as well as liability insurance for the protection of the officers and Directors of the Association.

(7) To make and amend reasonable rules and regulations respecting the use of the Subject Property as defined in the Declaration.

(8) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws of the Association and the Rules and Regulations for the use of the Subject Property.

(9) To contract for the management and maintenance of the Subject Property as is provided for in the Declaration, and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of such areas of the Subject Property as provided in the Declaration. The Association shall, however, retain at all times the power and duties set out herein, in the Declaration and in the By-Laws.

(10) To employ personnel to perform the services required for proper operation of the Subject Property and the Association, and to supervise all such employees.

(11) To reconstruct the improvements on the Common Areas after casualty and to further improve the Subject Property.

3.3 Power to Acquire Homesites. The Association shall have the power to purchase a Homesite or Homesites in the Subject Property and hold title to the Common Areas and to hold, lease, mortgage and convey the same.

ARTICLE IV MEMBERS

1.1 Member. The Members of the Association shall consist of the Developer and all the Owners of a Homesite or Homesites with the Subject Property as defined in the Declaration, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Homesite by foreclosure or deed in lieu of foreclosure.

4.2 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument establishing a record title to a Homesite in the Subject Property. The Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior owner is terminated. The new Owner shall notify the Association of the recording of a deed or other instrument establishing record title and shall furnish the Association a certified copy of such instrument if required by the Association.

4.3 Membership Rights Appurtenant to Homesite Ownership. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Homesite.

ARTICLE V VOTING RIGHTS

The Association shall have two classes of voting membership (both classes of which shall be collectively referred to herein as Members) as follows:

Class A. Class A Members shall be all those Members as defined in Article IV hereof with the exception of the Developer. One vote shall be allocated to each Homesite owned by a Class A Member. When more than one person holds such interest or interests in any Homesite, all such persons shall be Members, and the person entitled to cast the vote for the Homesite shall be designated by a certificate filed with the Secretary of the Association at any time before the vote is cast signed by all record Owners of the Homesite. If any Homesite is owned by a corporation, a similar certificate shall be required by multiple owners or corporation, then the vote for that Homesite shall not be considered in determining the requirement for a quorum or any other purpose until such certificate is filed with the Secretary of the Association; except, however, when title to a Homesite is held by a husband and wife, the husband and wife may, but shall not be required to, designate a voting member. If they do not designate a voting member, and if both are present at a meeting, only one may vote on any given matter. If they are unable to agree on who shall vote, their vote shall not be counted. If no voting member is designated and only one spouse is present at a meeting, the spouse present may cast the vote for the Homesite, without establishing the concurrence of the absent spouse. In no event shall more than one vote be cast with respect to any Homesite.

Class B. The Class B Members shall be the Developer, its successors or its assigns. The Class B Member shall be entitled to five (5) votes per Homesite until the Turnover Date. the Class B Membership shall cease and be converted to Class A membership and be entitled to vote as such on the Turnover Date as defined in Article V, Section 3 of the Declaration.

ARTICLE VI DIRECTORS

1.1 Size of Board of Directors. The affairs of the Association shall be managed by a Board of Directors of no less than three (3) Directors, nor more than seven (7) Directors, provided the Board shall always be composed of an odd number of Directors.

6.2 First Board of Directors. The first election of Directors shall not be held until the Turnover Date as defined in Article V, Section 3, of the Declaration. The Directors named in these Articles shall serve until the first election of Directors, or until replaced by the Developer in its sole discretion. Any vacancies in the Board of Directors occurring before the first election of Directors shall be filled by the Developer appointing a replacement. With the exception of Developer-appointed members of the Board of Directors, each Director shall be a Member of the Association. Until the Turnover Date, Directors need not be Members of the Association.

6.3 Composition of the First Board of Directors. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until their resignation or removal are as follows:

Edmund Hampden

604 Lake Sybelia Drive
Maitland, Florida 32751

Barbara Hampden

604 Lake Sybelia Drive
Maitland, Florida 32751

Phillip Hollis

605 East Robinson Street
Suite 450
Orlando, Florida 32801

6.4 Electing Officers. Directors shall be elected in the manner set forth in the By-laws of the Association.

ARTICLE VII OFFICERS

The Affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President
Vice President
Secretary

Edmund P. Hampden

604 Lake Sybelia Drive
Maitland, Florida 32751

ARTICLE VIII INDEMNIFICATION

1.1 Indemnification. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, or having served at the Association's request as a Director or officer of any other corporation, whether or not he is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such Director or officer shall be adjudged liable for gross negligence or willful misconduct, in the performance of his duties, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

8.2 Expenses. Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

8.3 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of another association or corporation, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles of Incorporation. The Association may purchase liability insurance on behalf of any person who is or was a Director or officer of the Association, insuring against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such.

ARTICLE IX BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

ARTICLE X AMENDMENTS

1.1 Notice of Amendment. A resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

10.2 Adoption of Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by Members having two-thirds () of the votes of each class of Member of the Association. Directors and Members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and by the affirmative vote of not less than two-thirds () of the votes of either class of Members of the Association.

10.3 Amendment by Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all Members of each class of Association members, in the manner required for the execution of deeds.

10.4 Developer Amendment. Notwithstanding anything contained herein to the contrary, until the Turnover Date as defined in Article V of the Declaration, these Articles of Incorporation may be amended by the Developer filing such an amendment with the office of the Secretary of State of Florida, which amendment need only be joined by a majority of the members of the Board of Directors of the Association.

10.5 Amendments. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members, nor any change in Section 6.2 of Article VI hereof, without approval in writing by all Members of each class, except in the event such amendment is made in accordance with the provisions of Section 10.4 hereof.

ARTICLE XI 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 Areas, dedication of Common Areas, dissolution and amendment of these Articles, and amendment of the Declaration.

ARTICLE XII TERM

1.1 Term. The term of the Association shall be perpetual, unless otherwise sooner terminated.

12.2 Dissolution. The Association may be dissolved with written assent signed by not less than two-thirds () 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

**ARTICLE XIII
INCORPORATOR**

The name and address of the incorporator of the Association are as follows:

Edmund P. Hampden

604 Lake Sybelia Drive
Maitland, Florida 32751

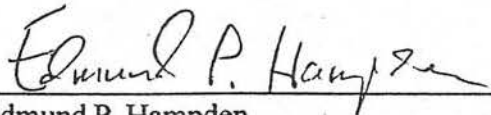
**ARTICLE XIV
REGISTERED AGENT**

The street address of the Association's initial registered office is 604 Lake Sybelia Drive, Maitland, Florida 32751, and the name of its initial registered agent at that address is Edmund P. Hampden.

**ARTICLE XV
EXISTENCE AND DURATION**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

IN WITNESS WHEREOF, the said incorporator has hereunto affixed his signature on this 21st day of January, 2000.



Edmund P. Hampden
Incorporator

**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR THE SERVICE OF PROCESS IN THIS STATE**

00 JAN 21 AM 8:30
F I L E D
RECORDED & INDEXED
TALLAHASSEE FLORIDA

Pursuant to Chapter 48, Florida Statutes, the following is submitted in compliance with said

Act.

Fuller Crossing Homeowners' Association, Inc., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 604 Lake Sybelia Drive, Maitland, Florida 32751, had named Edmund P. Hampden, located at 604 Lake Sybelia Drive, Maitland, Florida 32751, as its Registered Agent to accept service of process within this state.

ACKNOWLEDGEMENT:

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 such capacity, agree to comply with the provisions of all applicable laws and I state that I am familiar with and accept the obligations of my position in accordance with 617.0501, Florida Statutes.

By: Edmund P. Hampden
Edmund P. Hampden

Dated: 1/21/00

**BY-LAWS OF
FULLER CROSSING HOMEOWNERS' ASSOCIATION, INC.
(a Florida Non-Profit Corporation)**

**ARTICLE I
IDENTITY, LOCATION AND DEFINITIONS**

Section 1. Identity. These are the By-Laws of Fuller Crossing Homeowners' Association, Inc., herein called the "Association", a corporation not for profit organized and existing under Chapter 617, Florida Statutes, for the purpose of administering the Subject Property, as defined in and in accordance with the terms and conditions of the Declaration of Covenants and Restrictions of Fuller Crossing and any amendments thereto recorded in the Public Records of Orange County, Florida (hereinafter the "Declaration").

Section 2. Principal Office. The principal office of the Association shall be located at 604 S. Lake Sybelia Drive, Maitland, Florida 32751, or such other place designated by the Board of Directors.

Section 3. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 4. Seal. The seal of the Association shall bear the name of the Association, the word "Florida", and the year of incorporation.

Section 5. Definitions. The definitions set out in Article I of the Declaration are incorporated herein by reference.

**ARTICLE II
MEMBERSHIP**

Section 1. Members. The Members of the Association shall consist of the Developer and all Owners of a Homesite or Homesites within the Subject Property, as it is defined in the Declaration, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Homesite by foreclosure or deed in lieu of foreclosure.

Section 2. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument establishing a record title to a Homesite in the Subject Property. The Owner designated by such instrument thus becomes a Member of the association and the membership of the prior owner is terminated. The new Owner shall notify the Association of the recording of a deed or other instrument establishing record title and shall furnish the Association a certified copy of such instrument if required by the Association.

Section 3. Membership Rights Appurtenant to Homesite Ownership. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Homesite.

Section 4. Membership Rights Subject to Payment of Assessments. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of a Homesite, and becomes a lien upon the Homesite against which assessments are made as provided by Article VII of the Declaration and, in accordance with Article VIII of these by-Laws.

Section 5. Suspension of Certain Membership Rights. The membership rights, including the right to vote and the right to use the Common Areas (with the exception of any roads needed for ingress and egress), of any Owner who owns a Homesite in the Subject Property may be suspended by action of the Board of Directors during the period when any assessment(s) against the Homesite remain unpaid and for any period not to exceed sixty (60) days for any infraction of the Declaration and/or the Association's rules and regulations. Upon payment of such assessment(s), the Owner's rights and privileges shall be automatically restored.

ARTICLE III VOTING

Section 1. Classes of Voting Membership. The Association shall have two classes of voting membership (both classes of which shall be collectively referred to herein as Members) as follows:

Class A. Class A Members shall be all those Members as defined in Article II, Section 1 of these By-Laws, with the exception of the Developer. One vote shall be allocated to each Homesite owned by a Class A. Member. When more than one person holds such interest or interests in any Homesite, all such persons shall be Members, and the person entitled to cast the vote for the Homesite shall be designated by a certificate filed with the Secretary of the Association signed by all record Owners of the Homesite. If any Homesite is owned by a corporation, a similar certificate shall be required designating the person entitled to cast the vote for such Homesite. Lacking such certificate by multiple owners or corporation, then the vote for that Homesite shall not be considered in determining the requirement for a quorum or any other purpose until such certificate is filed with the Secretary of the Association: except, however, when title to a Homesite is held by a husband and wife, the husband and wife may, but shall not be required to, designate a voting member. If they do not designate a voting member, and if both are present at a meeting, only one may vote on any given matter. If they are unable to agree on who shall vote, their vote shall not be counted. If no voting member is designated and only one spouse is present at a meeting, the spouse present may cast the vote for the Homesite, without establishing the concurrence of the absent spouse. In no event shall more than one vote be cast with respect to any Homesite.

Class B. The Class B Member shall be the Developer, its successors or assigns. The Class B Member shall be entitled to five (5) votes per Homesite until the Turnover Date. The Class B Membership shall cease and be converted to Class A membership and be entitled to vote as such on the Turnover Date as defined in Article V, Section 3 of the Declaration.

Section 2. Decisions by Designated Representative of Owner. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote on behalf

of the Owners if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration, the Articles of Incorporation of the Association or these By-Laws.

Section 3. Majority. As used in these By-Laws, the Articles of Incorporation of Fuller Crossing Homeowners' Association, Inc., (the "Articles of Incorporation") and the Declaration, the term "majority" shall mean more than fifty percent (50%) of the votes of each class of Members of the Association in accordance with the votes as assigned in the Articles of Incorporation, these By-Laws and the Declaration.

Section 4. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Members entitled to cast thirty-three percent (33%) of the votes of each class of Members of the Association shall constitute a quorum. The acts of Members having a majority of the total votes present at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, the Articles of Incorporation, or these By-Laws.

Section 5. Proxy. Votes shall be cast in person or by proxy. Proxies must be signed by the Owner or designated representative entitled to cast the vote for the Homesite and must be filed with the Secretary of the Association by the appointed time of the meeting or any adjournment thereof. In no event shall any proxy be valid for a period longer than one year after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Owner or designated representative executing it, and shall automatically cease upon sale by the Member of his Homesite. For election of members of the Board of Directors, Owners of a Homesite or Homesites shall vote in person at a meeting of the Members or by a ballot that the Owner, or in the case of multiple Owners of a Homesite, the designated representative entitled to cast the vote for the Homesite, personally casts.

ARTICLE IV MEMBER'S MEETINGS

Section 1. Annual Meeting. The annual meeting of the Association shall be held on the first Tuesday of October of each year for the purpose of electing the Board of Directors and transacting any other business authorized to be transacted by the Members; provided, however, there shall be no election of members to the Board of Directors until the Turnover Date as defined in Article V, Section 3 of the Declaration. If the first Tuesday of October is a legal holiday, the meeting shall be held on the next day that is not a legal holiday. The Board of Directors shall have the discretion to hold the annual meeting at any other time during the first two (2) weeks of October of each year which they may deem to be more convenient to the Members of the Association.

Section 2. Location of Meetings. Meetings of the Association shall be held at such place convenient to the Members as may be designated by the Board of Directors.

Section 3. Calling of Special Meetings. Special meetings of Members shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a written request from Members entitled to cast a majority of the votes of either class of Members.

Section 4. Notice. Notice of any meetings shall be given to the Members by any officer of the Association or agent designated by the Board of Directors for the purpose of giving notice. Notice may be given to the Member either personally, or by sending a copy of the notice through the mails, postage thereon fully prepaid, to the address appearing on the books of the Association. The notice shall contain the time and place of the meeting and the purpose of the meeting. Notice of any meeting, regular or special, shall be mailed at least six (6) days in advance of the meeting. Notice of meetings may be waived before or after meetings.

Section 5. Failure to Reach quorum. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either by proxy or in person, may adjourn the meeting from time to time until a quorum is present. In the event they are unable to obtain a quorum, upon scheduling and noticing a new meeting, the quorum requirement shall be one-half (1/2) of the quorum requirement for the original meeting.

Section 6. Minutes. The Association shall maintain minutes of each meeting of the Membership and of the Board of Directors in a businesslike manner, and the minutes shall be kept in a book available for inspection by Owners or their authorized representatives at any reasonable time. The association shall retain these minutes for seven (7) years, or such other period as required under applicable law.

Section 7. Records of the Association. The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

- (a) a copy of the plans, permits, warranties, and other items provided by the developer;
- (b) a copy of these By-Laws and of each amendment hereof;
- (c) a certified copy of the Articles of Incorporation, and of each amendment thereto;
- (d) a copy of the current rules of the Association;
- (e) a book or books that contain the minutes of all meetings of the Association, of the Board of Directors and of Members, which minutes shall be retained for a period of not less than seven (7) years;
- (f) a current roster of all Members and their mailing addresses, parcel identifications, and, if known, telephone numbers;
- (g) all current insurance policies of the Association or a copy thereof;
- (h) a current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Owners of a Homesite or Homesites have an obligation or responsibility; and

- (i) accounting records for the Association and separate accounting records for each Homesite, according to generally accepted accounting principles. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall be open to inspection by Owners of a Homesite or Homesites or their authorized representatives at reasonable times.

ARTICLE V BOARD OF DIRECTORS

Section 1. Size of Board of Directors. The affairs of the Association shall be managed by a Board of Directors of no less than three (3) Directors, nor more than seven (7) Directors, provided the Board of Directors shall always be composed of an odd number of Directors.

Section 2. Term of Board of Directors.

- (a) Members of the Board of Directors, except as provided in Article V, Section 2(d) below, and unless otherwise provided in these By-Laws, shall be elected at the annual meetings of Members of the Association. The name or names receiving the largest number of votes shall be elected. At such election the Owner of each Homesite or its proxy may cast, as to each vacancy on the Board of Directors, the number of votes allocated to the Owner of a Homesite by virtue of Article III of these By-Laws. With the exception of Developer-appointed Board members each Director shall be a Member of the Association. Until the Turnover Date, Directors need not be Members of the Association.
- (b) Except as to vacancies provided by removal of Directors by Members, vacancies on the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors, any such appointed Director to hold office until his successor is elected by the Members; provided that vacancies caused by resignation of a Developer-appointed Director shall be filled by the Developer appointing a replacement.
- (c) Any Director, with the exception of Directors appointed by the Developer, may be removed with or without cause, by concurrence of a majority of the votes cast by both classes of Members at a special meeting of the Members called for that purpose. A special meeting of the Members to remove a Director or Directors may be called by Members entitled to cast ten percent (10%) of the votes of either class of Members giving notice of the meeting in the same manner required for a notice of a special or annual meeting, and the notice shall state the purpose of the meeting. The vacancy on the Board of Directors so created shall be filled by the Members of the Association at the same meeting.

- (d) The Developer shall be vested with the power to designate the initial Board of Directors, who need not be Members of the Association. The first election of Directors shall not be held until the Turnover Date as defined in Article V, Section 3, of the Declaration. The initial Directors named in the Articles of Incorporation shall serve until the first election of Directors, or until replaced by the Developer in its sole discretion. Any vacancies in the Board of Directors occurring before the first election of Directors shall be filled by the Developer appointing a replacement. In order to create two-year, staggered terms for elected Directors, the majority of the Directors of the initial elected Board receiving the most votes shall have a two year term, with the remaining Directors serving one year terms. Thereafter, all elected Directors shall serve for two year terms.

Section 3. First Meeting of Board of Directors. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no further notice of the first meeting shall be necessary.

Section 4. Regular Meetings of Board of Directors. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. Meetings of the Board of Directors shall be open to all Owners of a Homesite or Homesites, and notices of meetings shall be posted in a conspicuous place on the Common Areas of the Subject Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

Section 5. Special Meetings of Board of Directors. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the meeting time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least a majority of Directors. Notice of such special meetings shall be provided to Owners of a Homesite or Homesites as provided in Article V, Section 4 hereof.

Section 6. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 7. Quorum at Meeting of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business,

and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

Section 8. Action by Consent. Any action which is required to or may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing setting forth the action so to be taken is signed by all of the Directors and is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

Section 9. Directors' Fees. There shall be no Directors' fees paid to members of the Board of Directors, except that Directors shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

Section 10. Powers and Duties of Board of Directors. The Board of Directors shall have the powers and duties necessary for administration of the affairs of the Association and may do all such acts and things as are not by law or by the By-Laws directed to be done by the Members. In addition to the duties imposed by these By-Laws or by resolution of the Association, the Board of Directors will be responsible for the following:

- (a) To make and collect assessments against Owners of a Homesite of Homesites within the Subject Property to defray the costs, expenses and losses of the Association;
- (b) To bill and collect from the owners of Tracts A and B, as described in the Declaration, their respective pro rata shares of invoices for maintenance of the entrance or entrances to Fuller Crossing;
- (c) To use the proceeds from assessments and billings in the exercise of its powers and duties;
- (d) To maintain, repair, replace and operate those portions of the Subject Property as provided in Article IX of the Declaration;
- (e) To contract for the management and maintenance of the Subject Property as is provided for in the Declaration, and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of such areas of the Subject Property as provided in the Declaration. The Association shall, however, retain at all times the powers and duties set out herein, in the Declaration and in the Articles of Incorporation;

- (f) To enforce by legal means, the provisions of the Declaration, Articles of Incorporation and these By-Laws, and the Rules and Regulations promulgated pursuant thereto;
- (g) To employ personnel to perform the services required for proper operation of the Subject Property and the Association, and to supervise all such employees;
- (h) To purchase insurance for the protection of the Association and its Members, as defined in the Declaration, as well as liability insurance for the protection of the officers and directors of the Association;
- (i) To make and amend reasonable rules and regulations respecting the use of the Subject Property as defined in the Declaration; and
- (j) To reconstruct the improvements on the Common Areas after casualty and to further improve the Subject Property.

ARTICLE VI OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, a Vice President(s), a Secretary and a Treasurer, all of whom shall be elected by and for the Board of Directors. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any Director may hold two (2) or more offices, except that the President shall not also be the Secretary or Assistant Secretary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association including, but not limited to, the power to appoint committees, from among the Members, from time to time, as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association. The President shall also see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, contracts or other written instruments on behalf of the Association.

Section 5. Vice President. The Vice President shall perform all duties of the President in his absence, or if the President is unable to perform such duties. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other

member of the Board to so act on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association, record all votes, and record names and addresses of all Members of the Association. He shall keep such books and papers as the Board of Directors may direct, and he shall in general, perform all of the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association in accordance with good accounting purposes. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII INDEMNIFICATION

Section 1. Indemnification. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, or having served at the Association's request as a Director or officer of any other corporation, whether or not he is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters for gross negligence or willful misconduct in the performance of his duties, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

Section 2. Expenses. Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these By-Laws.

Section 3. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of another association or corporation, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these By-Laws. The Association may purchase liability insurance on behalf of any person who is or was a Director or officer of

the Association, insuring against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such.

ARTICLE VIII BUDGET AND ASSESSMENTS

Section 1. Budget. The Board of Directors shall adopt a yearly budget running from January 1 through December 31 of each year, which shall include the estimated funds required to defray the current expenses and shall provide funds for deferred maintenance, replacement reserves, and betterment.

- (a) Current expenses shall include, but not be limited to:
 - (i) Professional and management fees and expenses;
 - (ii) Expenses of any utility service or refuse collection not individually billed to each Homesite;
 - (iii) Administration, operation and salary expenses of the Association;
 - (iv) Expenses of maintenance and repair of Common Areas and as otherwise provided in Article IX of the Declaration;
 - (v) Any other current expenses necessary or desirable, in the judgment of the Association, to keep the Subject Property, as defined in the Declaration, neat and attractive or to preserve or enhance the value of the Subject Property, as defined in the Declaration, or to eliminate fire, health or safety hazards, or, which in the judgment of the Association, may be of general benefit to the Owners, or which is required by the Declaration to be done by the Association;
- (b) Deferred maintenance reserves shall include those maintenance items that occur less frequently than annually;
- (c) Replacement reserves shall include funds for repair or replacement required because of damage, depreciation or obsolescence; and
- (d) Betterment shall include funds for capital expenditures for additional improvements to the Common Areas, provided, however, that in the expenditures made from this fund, no sum in excess of One Thousand Dollars (\$1,000.00) shall be expended for a single item or for a single person without approval of a majority of the votes of both classes of Members present at a meeting of the Association which was properly noticed and included in its notice the expenditure as an item to be considered by the membership at the meeting.

Section 2. Annual Assessments. Annual Assessments against the Homesite Owners for their shares of the items of the budget shall be made in advance on or before January 1 of the

year for which the assessments are made. Such assessments shall be due on January 1 of the assessment year. Assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The amounts paid to the Association pursuant to the Maintenance Agreement shall be applied to satisfy the purposes for which assessments are levied pursuant to Section I, Article VII of the Declaration. If annual assessment is not made as required, the last prior annual assessment and monthly payments thereon shall be due in advance until changed by an amended assessment. The initial annual assessment shall be as provided in the Declaration.

Section 3. Default in Paying Assessment. Default in paying assessments shall be handled as set forth in the Declaration.

Section 4. Depository. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations as shall be designated from time to time by the Board of Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks or other withdrawal procedure signed or authorized by such persons as provided by the Board of Directors.

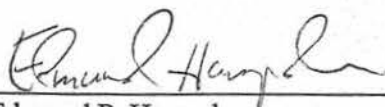
Section 5. Fidelity Bonds. Fidelity Bonds shall be obtained by the Board of Directors for all officers, employees and members of the Board of Directors and all other persons who control or disburse the funds of the Association or administered by the Association, and for all other persons handling or responsible for funds of or administered by the Association. The Fidelity Bonds shall meet all requirements of the Federal National Mortgage Association ("FNMA"). The premiums on such bonds shall be paid by the Association.

ARTICLE IX AMENDMENT

Section 1. These By-Laws may be amended at any regular or special meeting of the Members, by a vote of two-thirds (?) of the votes of each class of Members present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law and provided that the Federal Housing Administration ("FHA") or the Veterans Administration ("VA") shall have the right to veto amendments while there is a Class B Membership; and provided further that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in such Declaration. Until the Turnover Date, these By-Laws may be amended by the Board of Directors passing a resolution adopting the proposed amendment, provided that the FHA or the VA's prior approval shall have been received where such approval is required.


Section 2. Conflict. In a case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, the foregoing were adopted as the By-Laws of Fuller Crossing Homeowners' Association, Inc. at the first meeting of the Board of Directors on the 5th day of April, 2000.



Edmund P. Hampden
Secretary

APPROVED:



Edmund P. Hampden
President