

BONNEVILLE PINES HOMEOWNERS ASSOCIATION, INC.

Declaration of Covenants & Restrictions

Articles of Incorporation

By-Laws

University Woods

DECLARATION OF COVENANTS & RESTRICTIONS

ARTICLE I (Definitions).....Pages 1-3

- Section 1. Association**
- Section 2. Owner**
- Section 3. The Project**
- Section 4. Common Open Space**
- Section 5. General Plan of Development**
- Section 6. Lot**
- Section 7. Developer**
- Section 8. Unit**
- Section 9. Surface Water or Storm Water Management System**

ARTICLE II (Property Rights).....Pages 3-4

- Section 1. Owner's Easements of Enjoyment**
- Section 2. Delegation of Use**
- Section 3. Permitted Uses**
- Section 4. Conveyance of Common Open Space**

ARTICLE III (Membership and Voting Rights).....Page 4

- Section 1. Membership**
- Section 2. Classes of Voting Membership**

ARTICLE IV (Covenant for Maintenance).....Page 5

- Section 1. Insurance Coverage for Common Open Spaces**
- Section 2. Failure of Homeowner to Maintain Property**

ARTICLE V (Covenant for Maintenance Assessments).....Pages 5-8

- Section 1. Creation of the Lien and Personal Obligation of Assessments**
- Section 2. Purpose of Assessments**
- Section 3. Maximum Annual Assessment**
- Section 4. Special Assessment for Capital Improvement**
- Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and Section 4**
- Section 6. Rate of Assessment**
- Section 7. Date of Commencement of Annual Assessments: Due Dates**
- Section 8. Effect of Non-Payment of Assessment: Remedies of the Association**
- Section 9. Subordination of the Lien to Mortgages**
- Section 10. Exempt Property**

ARTICLE VI (Annexation).....Page 8

- Section 1. Annexation and Development**
- Section 2. Other Annexation of Property**

| | |
|---|--------------------|
| ARTICLE VII (Land Use Restrictions)..... | Pages 8-9 |
| ARTICLE VIII (Architectural Control)..... | Page 9 |
| ARTICLE IX (Maintenance of Exterior of Owners Property)..... | Page 9 |
| ARTICLE X (Utility Service)..... | Page 10 |
| ARTICLE XI (General Restrictions)..... | Pages 10-13 |
| Section 1. Dwelling Costs, Quality and Size | |
| Section 2. Easements | |
| Section 3. Wells and Septic Tanks | |
| Section 4. Nuisances | |
| Section 5. Structure and Use | |
| Section 6. Oil and Mining Operations | |
| Section 7. Livestock and Poultry | |
| Section 8. Fences | |
| Section 9. Parking: Garages | |
| Section 10. Color of House | |
| Section 11. Restrictions Uniform | |
| Section 12. Remedies for Violations | |
| ARTICLE XII (General Provisions)..... | Pages 13-14 |
| Section 1. Enforcement | |
| Section 2. Severability | |
| Section 3. Amendment | |
| Section 4. FHA/VA Approval | |
| Section 5. Enforcement by Water Management District | |

1998 AMENDEMENT TO DECLARATION

**Amendment binding Annex Bonneville Pines, Phase III, lots 1 – 82, to the
Declaration.....Page 1**

1994 AMENDED DECLARATION

**Amendment binding Annex Bonneville Pines Phase II, Plat Book 32 at pages
145-147, to the Declaration.....Page 1**

Amendment to Declaration Section 4. Common Open Space.....Pages 1-3

ARTICLES OF INCORPORATION
(Exhibit 1 to Declaration of Covenants & Restrictions)

| | |
|--|-----------|
| ARTICLE I (Name)..... | Page 1 |
| ARTICLE II (Principal Office)..... | Page 1 |
| ARTICLE III (Registered Agent)..... | Page 1 |
| ARTICLE IV (Purpose, Powers and Duties of the Association)..... | Pages 1-3 |
| ARTICLE V (Membership)..... | Page 3 |
| ARTICLE VI (Voting Rights)..... | Page 3 |
| ARTICLE VII (Board of Directors)..... | Pages 3-4 |
| ARTICLE VIII (Officers)..... | Page 4 |
| ARTICLE IX (Indemnification of Officers and Directors)..... | Pages 4-6 |
| ARTICLE X (Transaction in which Directors or Officers are Interested)..... | Page 6 |
| ARTICLE XI (By-Laws)..... | Page 6 |
| ARTICLE XII (Amendments)..... | Page 6 |
| ARTICLE XIII (Dissolution)..... | Page 7 |
| ARTICLE XIV (Existence and Duration)..... | Page 7 |
| ARTICLE XV (Subscribers)..... | Page 7 |
| ARTICLE XVI (FHA and VA Approval)..... | Pages 7-8 |

BY-LAWS
(Exhibit 2 to Declaration of Covenants & Restrictions)

| | |
|--|------------------|
| ARTICLE I (Name and Location)..... | Page 1 |
| ARTICLE II (Definitions)..... | Page 1 |
| ARTICLE III (Meetings of Members)..... | Pages 1-2 |
| Section 1. Annual Meetings | |
| Section 2. Special Meetings | |
| Section 3. Notice of Hearing | |
| Section 4. Quorum | |
| Section 5. Proxies | |
| ARTICLE IV (Board of Directors: Selection: Term of Office)..... | Pages 2-3 |
| Section 1. Number | |
| Section 2. Term of Office | |
| Section 3. Removal | |
| Section 4. Compensation | |
| Section 5. Action Taken Without a Meeting | |
| ARTICLE V (Nomination and Election of Directors)..... | Page 3 |
| Section 1. Nomination | |
| Section 2. Election | |
| ARTICLE VI (Meetings of Directors)..... | Pages 3-4 |
| Section 1. Regular Meetings | |
| Section 2. Special Meetings | |
| Section 3. Quorum | |
| ARTICLE VII (Powers and Duties of the Board of Directors)..... | Pages 4-5 |
| Section 1. Powers | |
| Section 2. Duties | |
| ARTICLE VIII (Officers and Their Duties)..... | Pages 5-7 |
| Section 1. Enumeration of Officers | |
| Section 2. Election of Officers | |
| Section 3. Term | |
| Section 4. Special Appointment | |
| Section 5. Resignation and Removal | |
| Section 6. Vacancies | |
| Section 7. Multiple Offices | |
| Section 8. Duties of President, Vice President, Secretary & Treasurer | |
| ARTICLE IX (Committees)..... | Page 7 |

| | |
|---|---------------|
| ARTICLE X (Books and Records)..... | Page 7 |
| ARTICLE XI (Assessments)..... | Page 7 |
| ARTICLE XII (Corporate Seal)..... | Page 8 |
| ARTICLE XIII (Amendments)..... | Page 8 |
| Section 1. Process for Amendments | |
| Section 2. Conflicts between Articles of Incorporation and By-Laws | |
| and Declaration and By-Laws | |
| ARTICLE XIV (Miscellaneous)..... | Page 8 |

**DECLARATION OF
COVENANTS
& RESTRICTIONS**

PREPARED BY:

GEORGE C. McLARRY
301 N. Ferncreek Ave.
Orlando, FL 32803

Declaration

THIS DECLARATION, made on the date hereinafter set by BONNEVILLE DEVELOPMENT, INC., a Florida Corporation, hereinafter referred to as "Developer",

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain property located in Orange County, Florida, which is more particularly described as

Bonneville Pines Phase I, according to the plat thereof as recorded in Plat Book 31, at page 59, Public Records of Orange County, Florida.

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a corporation known as BONNEVILLE PINES HOMEOWNERS ASSOCIATION, INC., to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair of, the enforcement of the covenants, restrictions and easements contained herein and the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that all of the properties described above shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

4504956 ORANGE CO. FL.
06/24/93 11:02:49am

OR4581 PG008

Section 1. Association

"Association" shall mean and refer to BONNEVILLE PINES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns. Attached hereto and made a part hereof by this reference as Exhibits "1" and "2" are copies of the Articles of Incorporation and By-Laws for the Association.

Section 2. Owner

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

Section 3. The Project

"The Project" or "The Property" shall mean and refer to that

Rec Fee \$ 121.00 MARTHA O. HAYNE,
Add Fee \$ 12.50 Orange County
Doc Tax \$ _____ Comptroller
Int Tax \$ _____ By CNT
Total \$ 136.50 Deputy Clerk

RETURN TO:
GARY SHOWE
ENGINEERING DEPT.

certain real property which is hereinafter described in Sections 4, 5, 7 and 8 of this Article, and such additions thereto as may hereafter, by annexation, be brought within the jurisdiction of the Association.

Section 4. Common Open Space

"Common Open Space" shall mean all real property to be owned by the Association for installation and maintenance of storm drainage facilities and the entryway to the Development. The Common Open Space to be owned by the Association at the time of conveyance of the first Lot is described as follows:

Tracts A and B, Bonneville Pines Phase I, according to the plat thereof as recorded in Plat Book 31, page 59, Public Records of Orange County, Florida.

Tracts A and B are Conservation tracts dedicated to the Homeowners Association. Development rights are hereby dedicated to Orange County. No construction clearing, grading or alteration to these tracts is permitted without the prior approval of Orange County and/or other applicable jurisdictional agencies.

Section 5 General Plan of Development

"General Plan of Development" or "General Plan" shall mean and refer to the Plan of Development for BONNEVILLE PINES which is Exhibit "A" attached hereto and by this reference made a part hereof.

Section 6 Lot

"Lot" shall mean and refer to those Lots described on the recorded Plat of BONNEVILLE PINES as follows:

Bonneville Pines Phase I, according to the plat thereof as recorded in Plat Book 31, Page 59, Public Records of Orange County, Florida.

Section 7 Developer

"Developer" shall mean and refer to BONNEVILLE DEVELOPMENT, INC., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot for the purpose of development. BONNEVILLE DEVELOPMENT, INC. shall at all times have the right to assign its interest herein to any successor or nominee.

Section 8 Unit

"Unit" shall mean and refer to any housing unit, built upon a Lot.

Section 9 Surface Water or Stormwater Management System

"Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage environmental degradation, and water pollution or otherwise affect

the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment

Every owner shall have a right and easement of enjoyment in and to the Aloha Way entryway Common Open Space, which shall pass with the title to every Lot, subject to the following provisions:

A. All provisions of this Declaration, any plat of all or any part or parts of The Project and the Articles of Incorporation and By-Laws of the Association.

B. Rules and regulations adopted by the Association governing the use and enjoyment of the Common Open Space;

C. The right of the Association to dedicate, sell or transfer all or any part of the Common Open Space to any public agency, authority or utility for such purpose and subject to conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer signed by fifty-one percent (51%) of each class of members has been recorded.

D. An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit for any reason not caused by or resulting from the willful or negligent act of Developer or any Unit Owner(s), including, without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment.

E. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

Section 2. Delegation of Use

Any Owner may delegate, in accordance with the appropriate By-Laws, his right of enjoyment to the Common Open Space, to the members of his family, his tenants or contract purchasers who

reside on the property.

Section 3. Permitted Uses

The Common Open Space shall be restricted to the following uses:

The Common Open Space, now and forever shall be restricted hereby such that it shall be maintained as open space for the use of the Owners, for ingress and egress to the Development and for storm water drainage facilities, and for easements and right-of-way for the construction, operation and maintenance of utility services and drainage facilities and shall not be used for any commercial or industrial use.

Section 4. Conveyance of Common Open Space

Those parcels of Common Open Space, if any, which are not subject to this Declaration shall be conveyed to the Association prior to the time the first Unit is built and conveyed to an Owner other than the Developer.

Those parcels of Common Open Space located in an annexed parcel of land shall be conveyed to the Association prior to the time the first Unit in that particular annexed parcel is built and conveyed to an Owner other than the Developer.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1.

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

Section 2.

The Association shall have two (2) classes of voting membership:

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

Class B. Class "B" member(s) shall be the Developer as defined in this Declaration, and shall be entitled to five votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class "A" membership equals the total votes outstanding in the Class "B" membership; or

(b) on January 1, 1998.

ARTICLE IV

COVENANT FOR MAINTENANCE

Section 1.

The Association shall at all times maintain fire and extended coverage on insurable Common Open Space for its full insurable value (based on current replacement cost). Proceeds of such hazard insurance for losses to Common Open Space shall not be used for other than the repair, replacement, or reconstruction of such Common Open Space.

Section 2.

In the event an owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. *Creation of the Lien and Personal Obligation of Assessments*

The Developer, for each Lot owned within The Project, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. *Purpose of Assessments*

The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Project and for the improvement and maintenance of the Common Open Space, the wall on portions of the Common Open Space, and to maintain and improve the landscaped entryway, irrigation system and signage located on the right-of-way of Aloha Way running East-West from Bonnieville Drive to the

eastern line of the Development.

Section 3. Maximum Annual Assessment

Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$50.00 (Fifty Dollars).

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten (10%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessment for Capital Improvement

In addition to the annual assessments authorized above, the Association, through its Board of Directors, may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any improvement upon the Common Open Space, including fixtures and personal property related thereto, if any, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 of this Article V shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment

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

(a) The Developer may pay the annual assessment at the rate of twenty-five (25%) percent of the rate fixed for Class A membership on all unoccupied Lots owned by the Developer and in addition, will pay the difference, if any,

between the total operation expenses for the maintenance areas and the amount of assessments required to be paid pursuant to this Article; or

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

Section 7. Date of Commencement of Annual Assessments: Due Dates

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Common open Space. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year, and shall be due on July 1 of each year. The Board of Directors shall fix the amounts of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The assessments, at the election of the Association, may be collected on a monthly basis. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The Association may delegate to a mortgage company or financial institution responsibility for collection of assessments.

Section 8. Effect of Non-Payment of Assessment: Remedies of the Association

Any assessment not paid within thirty (30) days of the due date shall bear interest at the rate of eighteen (18%) percent per annum. The Association may, at its election, bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Open Space or abandonment of his Lot. A first Mortgagee, upon request, is entitled to written notification from the Association of any default in payment of any assessment which is not cured within sixty (60) days.

Section 9. Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage securing an indebtedness which is amortized for monthly or quarter-annual payments over a period of not less than ten (10) years and shall be subordinate to any mortgage held or insured by an Institutional Mortgagee regardless of the period of amortization. The sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which become due prior to the sale or transfer shall relieve such Lot from liability for any assessments thereafter

becoming due or from the lien thereof.

Section 10. Exempt Property

All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or not-profit organization exempt from taxation by the laws of the State of Florida shall be except from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

ANNEXATION

Section 1. Annexation and Development

Additional property may be annexed by the Developer without the consent of members within six (6) years of the date of the instrument, provided that the Federal Housing Administration and/or Veterans Administration determines that the annexation is in accordance with the General Plan of Development heretofore approved by the Veterans Administration or Federal Housing Administration.

Such annexations, if they are made, will subject the lots in the annexed property to assessment for their just share of Association expenses and costs, and to these Covenants and Restrictions.

Annexations, if any, shall become effective upon the recording of an amendment to the Declarations in the Public Records of Orange County, Florida.

Section 2. Other Annexation of Property

Additional residential property, common areas and recreational facilities may be annexed to the Property with the consent of two-thirds (2/3) of each class of members of the Association. Such annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of Orange County, Florida. As long as there is a Class B membership and as long as the Federal Housing Administration or the Veterans Administration has an interest in BONNEVILLE PINES, the annexation of additional properties to BONNEVILLE PINES will require the prior approval of the Veterans Administration or the Federal Housing Administration.

ARTICLE VII

LAND USE RESTRICTIONS

As long as there is a Class "B" membership, the Developer shall have the right, from time to time, to file land use restrictions applicable to annexed properties that are not in conflict with the provisions hereof. However, as long as the Veterans Administration or the Federal Housing Administration has an interest in The Project, and amendment to the land use

restrictions applicable to The Project or any properties annexed thereto, will require the prior approval of the Veterans Administration or the Federal Housing Administration.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties nor shall any exterior addition or change or alteration therein, including a change of the building exterior paint color be made nor shall any improvements be made within the individual's lot line or property line (the planting of trees, shrubbery or ground cover in said Lot shall not require prior approval) until the plan and specifications showing the kind, shape, height, materials and location of same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. The Board or the committee appointed by the Board may, from time to time, make and establish rules and regulations regarding items of architecture, design, landscaping, fences, etc., pertaining to the design, use and construction of improvements to any lot. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining proper governmental approvals and permits.

ARTICLE IX

MAINTENANCE OF EXTERIOR OF OWNERS PROPERTY

In the event an owner of any Lot in the properties shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvement erected thereon. The cost of such exterior maintenance shall be assessed against the subject Lot and such assessment shall be a charge on the land and shall be a continuing lien upon the property. Non-payment of such assessment within thirty (30) days from the due date may result in foreclosure of the lien or an action at law against the owner(s) of the Lot.

ARTICLE X

UTILITY SERVICE

Developer hereby dedicates certain portions of BONNEVILLE PINES through which easements are hereinafter granted for use by all utilities for the construction and maintenance of their respective facilities servicing the lands described in this Declaration; and Developer hereby grants to such utilities, jointly and severally, easements for such purpose.

The location and extent of such easements shall be as shown on any recorded subdivision plat of the properties. Additional easements may be granted by the Association for utility purposes in accordance with the requirements of this Declaration.

ARTICLE XI

GENERAL RESTRICTIONS

Section 1. Dwelling Costs, Quality and Size

No dwelling shall be permitted on any Lot if the ground floor area of the main structure, exclusive of one-story open porches and garages, is less than 650 square feet for a one-story building.

Section 2. Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, as dashed lines over and across the rear, sides and/or front of certain lots. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 3. Wells and Septic Tanks

No individual wells will be permitted on any Lot within this subdivision except for irrigation, swimming pools and air conditioning, and no individual septic tanks will be permitted on any Lot within this subdivision. This restriction shall be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each Lot on which a completed building is located in said subdivision in accordance with the standard requirements of the Orange County Water and Sewer Board or other duly constituted governmental authority having jurisdiction.

Section 4. Nuisances

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

Section 5. Structure and Use

No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, storage room, either permanently or temporarily, except each Lot shall be allowed one pre-manufactured metal storage shed not exceeding fifty (50) square feet of floor area which has previously been approved by the Board of Directors of the Association or the Architectural Control Committee. No canvas, pipe or other type of carport shall be placed between the sidewall and the front building line on any Lot. Except during delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential Lots. No business, service, repair, or maintenance for the general public shall be allowed on any Lot at any time. No professional signs shall be erected on any Lot at any time. In order to prevent unsightly objects in and about each of the homes to be erected in this subdivision, no gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the houses built in this subdivision or any ancillary building, and all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Architectural Control Committee. Notwithstanding anything to the contrary set forth herein, Developer shall be exempt from the restriction against the use of temporary structures so long as it owns a Lot in the subdivision and it is using said temporary structure as a sales office or construction trailer.

Section 6. Oil and Mining Operations

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

Section 7. Livestock and poultry

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

Section 8. Fences

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded

property corner, from the intersection of the street property lines extended. The same sight-line limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction at such sight lines. No chain link fences shall be allowed. All fences must be pre approved by the Board of Directors of the Association or the Architectural Control Committee.

Section 9 Parking: Garages

No vehicle shall be parked on any part of any Lot except on a paved street or driveway. No house or travel trailer, motor home, camper, boat, or boat trailer shall be parked in the subdivision unless they are concealed from public view within a garage or similar structure. No trailers, or commercial vehicles other than those present for business with a household may be parked in the subdivision, and those vehicles present for business shall not remain longer than during regular business hours.

All garage doors shall be in a closed position at all times except when being used to enter or exit the garage by automobiles.

Section 10 Color of House

All exterior painting of houses shall be of a color pre approved by the Board of Directors of the Association or the Architectural Control Committee.

Section 11. Restrictions Uniform

These General Restrictions are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Developer may execute and deliver conveying land in this Subdivision whether or not specific mention of the restrictions is made in such deeds or other instruments of conveyance. The owner or occupant of each and every Lot in the Subdivision, by acceptance of title thereto, or by taking of land in the Subdivision, thereby covenants and agrees for himself, his heirs, executors, administrators, successors and assigns, that he will comply with and abide by each of the restrictions contained in this Declaration of Restrictions, and that he will exert his best efforts to keep and maintain the land in this Subdivision as an area of high standard.

Section 12. Remedies for Violations

In the event of a violation or breach of any of these general restrictions contained in Article XI, by any person or concern claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer and the Lot Owners or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation breach of any of them. In addition to the

foregoing rights, whenever there shall have been built on any Lot any structure which is in violation of these restrictions, the Developer or any of the Lot Owners, shall have the right to enter upon the property where such violation exists, and summarily abate or remove same at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction, or condition contained in these general restrictions, however long maintained, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. Orange County shall have any and all the rights granted herein with respect to enforcement of Section 8 herein. The invalidation by any court of any one of these restrictions shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement

The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability

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

Section 3. Amendment

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of ninety (90%) percent or more of the Lots, and thereafter by an instrument signed by the Owners of seventy five (75%) percent or more of the Lots. Notwithstanding the above, (a) the Developer shall have the right, until December 31, 1998, to amend this Declaration to clarify any ambiguities or conflicts, subject, however, to the requirements, if appropriate, of Section 4 below; and (b) Developer will have the right to amend this Declaration pursuant to Article VI without the consent of any Owners and/or Mortgagees. Any Amendment must be recorded. Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition,

including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Section 4. 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 when either of such entities has an interest: Annexation of additional perperites, mergers and consolidations, mortgaging of any Common Open Space, dedication of Common Open Space, amendment of this Declaration and dissolution of the Association.

Section 5. Enforcement by Water Management District

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

In Witness Whereof, the undersigned, being the Developer herein, has hereunto executed this Declaration this 31 day of January, 1993.

BONNEVILLE DEVELOPMENT, INC.
4520 FONTANA ST.
ORLANDO, FL 32807

James L. Williams
JAMES L. WILLIAMS, President

Ilida Williams
ILDA WILLIAMS, Secretary

State of Florida)
County of Orange)

The foregoing Declaration for BONNEVILLE PINES was acknowledged before me this 31st day of January, 1993, by JAMES L. WILLIAMS, and ILDA WILLIAMS, as President, and Secretary respectively, of BONNEVILLE DEVELOPMENT, INC., a Florida corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Florida

1998 AMENDEMENT TO DECLARATION

AMENDMENT TO DECLARATION

This Amendment is made to the Declaration for Bonnevillle Pines as recorded in OR Book 4581, Pages 89 - 102, Orange County, Florida.

This Amendment will change the documents to annex Bonnevillle Pines, Phase III, lots 1 - 82, to be bound by the terms and conditions contained in the above mentioned Declaration recorded in OR Book 4581, Pages 89 - 102, Orange County, Florida. This annexation is done as per Article VI, Section 1, of the Declaration for Bonnevillle Pines.

This area will be bound by the rules and regulations for the Bonnevillle Pines Homeowners Association, Inc. as recorded in OR Book 4581 Pages 103 - 118, Orange County, Florida.

Recorded - Martha O. Haynie

James L. Williams

James L. Williams
President
Bonneville Development, Inc.
"Developer"

Date

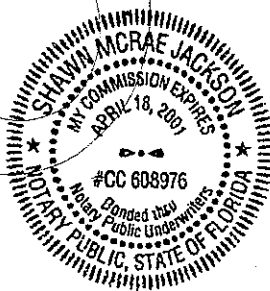
4/28/98

State of Florida
County of Orange

Sworn to and subscribed before me this 28 day of April, 1998 by James L. Williams, who is personally known to me and did not take an oath.

Shawn Jackson

Shawn McRae Jackson
Notary Public
My Commission Expires:



RETURN TO:
GARY SHOWE
DEVELOPMENT ENGINEERING

1994 AMENDED DECLARATION

AMENDED DECLARATION

WHEREAS on January 31, 1993, BONNEVILLE DEVELOPMENT, INC., a Florida Corporation, hereinafter referred to as "Developer," did execute that certain Declaration which is recorded in O. R. Book 4581 at page 0089, Public Records of Orange County, Florida, and

WHEREAS said Declaration was for and pertaining to certain real property located in Orange County Florida, more particularly described as:

BONNEVILLE PINES PHASE I, according to the plat thereof as recorded in Plat Book 31, at pages 59, 60 and 61, Public Records of Orange County, Florida, and

WHEREAS Article VI of said Declaration provides for the annexation of additional properties which, upon annexation, shall be subject to the Declaration, and

WHEREAS the developer has caused certain properties to be annexed pursuant to said Article VI of the Declaration,

NOW THEREFORE in consideration of the premises and mutual covenants herein contained, the developer declares that said Declaration shall be amended as follows:

1. The property annexed by the developer and made a part of this Declaration, the same as if it were originally a part of this Declaration, is located in Orange County, Florida and more particularly described as:

BONNEVILLE PINES PHASE II, according to the Plat thereof as recorded in Plat Book 33 at pages 145 - 147, Public Records of Orange County, Florida.

2. Article I, Section 4, entitled "Common Open Space" is hereby amended to read as follows:

Section 4. Common Open Space

"Common Open Space" shall mean all real property to be owned by the Association for installation and maintenance of storm drainage facilities and the entryway to the Development. The Common Open Space to be owned by the Association at the time of conveyance of the first Lot is described as follows:

Tracts A and B, Bonneville Pines Phase I, according to the plat thereof as recorded in Plat Book 31, pages 59, 60, and 61, Public Records of Orange County, Florida.

Tracts A and B are Conservation tracts dedicated to the Homeowners Association. Development rights are hereby dedicated to Orange County. No construction clearing, grading or alteration to these tracts is permitted without the prior approval of Orange County and/or other applicable jurisdictional agencies.

This Instrument Prepared By:
George C. McLarry, Esquire
301 N. Ferncreek Ave.
Orlando, FL 32803

Tracts A, Bonneville Pines Phase II, according to the plat thereof as recorded in Plat Book 32, pages 145-147, Public Records of Orange County, Florida.

Tracts A and B are Conservation tracts dedicated to the Homeowners Association. Development rights are hereby dedicated to Orange County. No construction clearing, grading or alteration to these tracts is permitted without the prior approval of Orange County and/or other applicable jurisdictional agencies.

Record Verified - Martha D. Haynie

3. Article I, Section 6, entitled "Lot" is amended to read as follows:

Section 6 Lot

"Lot" shall mean and refer to those Lots described on the recorded Plat of BONNEVILLE PINES as follows:

Bonneville Pines Phase I, according to the plat thereof as recorded in Plat Book 31, Pages 59, 60 and 61, Public Records of Orange County, Florida. and Bonneville Pines Phase II, according to the plat thereof as recorded in Plat Book 32 Pages 145-147, Public Records of Orange County, Florida.

4. The annexation of the additional property described above has the prior approval of the Veterans Administration and the Federal Housing Administration, pursuant to the requirements of Article VI, Section 2, of the Declaration, and the consent of two-thirds (2/3) of each class of members of the BONNEVILLE PINES HOMEOWNERS ASSOCIATION, INC., has been obtained, consenting to the annexation of the additional property described herein.

IN WITNESS WHEREOF, the undersigned, being the developer herein, has hereunto executed this Declaration this 11th day of May, 1994.

BONNEVILLE DEVELOPMENT, INC.

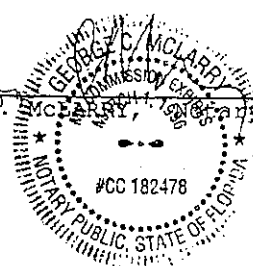
James L. Williams
JAMES L. WILLIAMS, President
5010 Gramont Ave.
Orlando, FL 32812

Ilida Williams
ILDA WILLIAMS, Secretary
5010 Gramont Ave.
Orlando, FL 32812

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing Amended Declaration for BONNEVILLE PINES was acknowledged before me this 11th day of May, 1994, by JAMES L. WILLIAMS, and ILDA WILLIAMS, as President and Secretary respectively, of BONNEVILLE DEVELOPMENT, INC., a Florida corporation, on behalf of said corporation.

GEORGE C. MCLARRY, Notary Public



ARTICLES OF INCORPORATION

Articles of Incorporation of

BONNEVILLE PINES HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of Chapter 617, Florida Statutes, we, the undersigned natural persons competent to contract, acting as incorporators of a corporation not for profit, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is BONNEVILLE PINES HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE

The Principal office of the Association is located at 5010 Gramont Avenue, Orlando, Florida 32812.

ARTICLE III

REGISTERED AGENT

James L. Williams, whose address is 5010 Gramont Avenue, Orlando, Florida 32812, is hereby appointed the initial Registered Agent of the Association.

ARTICLE IV

PURPOSE POWERS AND DUTIES OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Common Open Spaces, and the architectural control of the residence lots (all as defined in the Declaration referred to hereinafter) within that certain tract of property described as:

All of BONNEVILLE PINES PHASE I, according to the plat thereof as recorded in Plat Book 31, Page 59, Public Records of Orange County, Florida.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as

OR4581 PGO103

EXHIBIT "I"

may hereafter be brought within the jurisdiction of this Association, and, in furtherance of these purposes, to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration hereinafter and above called the "Declaration", applicable to the property and recorded or to be recorded in the office of the Clerk of the Circuit Court of Orange County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

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

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

(e) dedicate, sell or transfer all or any part of the Common Open Space to any Public Agency or authority or utility for such purposes and subject to such conditions as may be provided in the Declaration;

(f) participate in mergers and consolidation with other non-profit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members.

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes, by law may now or hereafter have and exercise; and

(h) appoint members of the Architectural Control Committee.

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. 4-095-04314 requirements and applicable District

rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

ARTICLE V

MEMBERSHIP

Each lot which is subject by covenants of record to assessment by the Association shall have appurtenant thereto a membership in the Association, which membership shall be held by the person or entity, or in common by the persons or entities, owning such unit, except that no person or entity holding an interest or title to a unit as security for performance of an obligation shall acquire the membership appurtenant to such Lot by virtue of such interest or title. In no event may any membership be severed from the Lot to which it is appurtenant.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

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

Class B: Class B member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) January 1, 1998

ARTICLE VII

BOARD OF DIRECTORS

The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The first Board of Directors shall have three (3) members, and in the future the number will be determined from time to time in accordance with the provisions of the By-laws of the Corporation. The number of Directors on the Board of Directors shall always be an odd number.

The names and addresses of the persons who are to act in the

capacity of directors until the selection of their successors are:

| <u>Name</u> | <u>Address</u> |
|-------------------|--|
| James L. Williams | 5010 Gramont Avenue Orlando, Florida, 32812 |
| William M. Kirk | 4520 Fontana Street Orlando, Florida 32807 |
| Ilda Williams | 5010 Gramont Avenue Orlando, Florida, 32812 |

At the first annual meeting after the Class B membership is converted to Class A membership, the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and a fifth (5th) director for a term of three (3) years. The candidate receiving the largest number of votes shall serve as director for three (3) years; the two candidates receiving the second and third largest vote shall serve as directors for two (2) years and the two candidates receiving the fourth and fifth largest vote shall serve as directors for one (1) year. At each annual meeting thereafter, the members shall elect the appropriate number of directors for a term of three (3) years.

ARTICLE VIII

OFFICERS

The officers of this Association shall be a President and a Vice-President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of members. The names of the officers who are to serve until the first election of appointments are:

| | |
|----------------|-------------------|
| PRESIDENT | James L. Williams |
| VICE PRESIDENT | William M. Kirk |
| SECRETARY | Betty Lou Kirk |
| TREASURER | Ilda Williams |

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(a) Whether Civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to

impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in the good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

B. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association, unless and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

C. The Board of Directors shall determine whether amounts for which Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

D. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE X

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association or other organization in which one or more of its Directors or officers are Directors or officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized in the contract or transaction.

ARTICLE XI

BY-LAWS

By-Laws shall be initially adopted by the Board of Directors after which these By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XII

AMENDMENTS

Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by a majority of the Board of Directors or twenty-five percent (25%) of the voting members. Amendment of these Articles of Incorporation shall require the assent of not less than seventy-five percent (75%) of the total number of votes in each class of membership, except that the Board of Directors may amend these Articles of Incorporation without the assent of the membership to correct any ambiguities, scribes errors or conflicts appearing within these Articles of Incorporation.

ARTICLE XIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the holders of not less than three-fourths (3/4) of the total number of votes in 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 the purposes similar to those for which this Association was created. In the event dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes. Any action under this Article is subject to the procedures and requirements of Florida Statute 617.05. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XIV

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.

ARTICLE XV

SUBSCRIBERS

The names and residence of the subscribers are as follows:

Names

James L. Williams

William M. Kirk

Addresses

5010 Gramont Avenue
Orlando, Florida, 32812

4520 Fontana Street
Orlando, Florida 32807

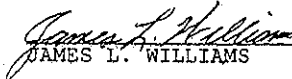
ARTICLE XVI

FHA AND VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of either the Federal Housing Administration or the Veterans' Administration when either of subject entities has an interest: annexation of additional properties, mergers and consolidations, mortgaging or dedication

of the common area, dissolution and amendment of these Articles.

In Witness Whereof, for the purposes of performing this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 31 day of January, 1993.


JAMES L. WILLIAMS


WILLIAM M. KIRK

State Of Florida)
County Of Orange)

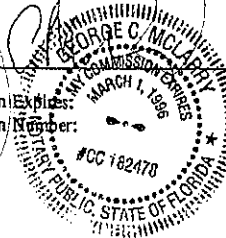
I Hereby Certify that on this day personally appeared before me, the undersigned authority, the following named persons, to-wit: JAMES L. WILLIAMS and WILLIAM M. KIRK all to me well known and well known to me to be the persons of those names described in and who executed the foregoing instrument and they acknowledged before me that they executed the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

Witness my hand and official seal this 31 day of January, 1993.

Notary Public

My Commission Expires:

My Commission Number:



OR4581 PG0110

BY-LAWS

By-Laws
of
BONNEVILLE PINES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is BONNEVILLE PINES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 5010 Gramont Avenue Orlando, Florida, 32812, but meetings of members and directors may be held at such places within the State of Florida, County of Orange, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Defined terms in the Declaration referred to in the Articles of Incorporation of this Association (hereinafter referred to as "Declaration") are herein used as therein defined.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings

The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The first meeting of the Board of Directors of the Association shall be held immediately succeeding the annual meeting of members.

Section 2. Special Meetings

Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Hearing

Written notice of each meeting of the members shall be given

OR4581 PGO111

EXHIBIT "2"

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

Section 4. Quorum

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

Section 5. Proxies

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

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number

The affairs of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The first Board of Directors shall have three (3) members, who need not be members of the Association.

Section 2. Term of Office

At the first annual meeting after the Class B membership is converted to Class A membership, the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and a fifth (5th) director for a term of three (3) years. The candidate receiving the largest number of votes shall serve as director for three (3) years; the two candidates receiving the second and third largest vote shall serve as directors for two (2) years; and the two candidates receiving the fourth and fifth largest vote shall serve as directors for one (1) year. At each annual meeting thereafter the members shall elect the appropriate number of directors for a term of three (3) years.

Section 3. Removal

Any director may be removed from the Board, with or without

cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation

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

Section 5. Action Taken Without A Meeting

The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination

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

Section 2. Election

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

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings

Regular meetings of the Board of Directors shall be held

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

Section 2. Special Meetings

Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers

The Board of Directors shall have power to:

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

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

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by any other provision of these By-Laws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ or dismiss an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) accept such other functions or duties with respect to and including architectural control, in addition to maintenance

responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors; and

(g) delegate to, and contract with, a mortgage company or financial institution, responsibility for collection of the assessments of the Association.

Section 2. Duties

It shall be the duty of the Board of Directors to:

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

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

(c) as provided in the Declaration to:

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

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

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

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

(e) procure and maintain adequate liability and hazard insurance on property owned or controlled by the Association, or for which, in the opinion of a majority of the directors, it may be liable and should provide coverage.

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

(g) cause the Common Open Space to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers

The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors; a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers

The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of the members.

Section 3. Term

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

Section 4. Special Appointment

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal

Any Officer may be removed from office with or without cause by the board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies

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

Section 7. Multiple Offices

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

Section 8. Duties

The duties of the Officers are as follows:

President

The President shall preside at all meetings of the Board of Directors; see that resolutions and orders of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

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

Secretary

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

Treasurer

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

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee as provided in the Declaration and a Nominating Committee. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully described in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made and are the personal obligation of the member.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:

BONNEVILLE PINE HOMEOWNERS ASSOCIATION, INC.
a Florida corporation, not for profit, 1993.

ARTICLE XIII

AMENDMENTS

Section 1.

These By-Laws may be amended, at a regular or special meeting of the members, by vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration while either of such entities has an interest, shall have the right to veto any of the above while there is a Class B membership.

Section 2.

In the 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.

ARTICLE XIV

MISCELLANEOUS

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

The foregoing, was adopted as the By-Laws of BONNEVILLE PINES HOMEOWNERS ASSOCIATION, INC., a corporation not-for-profit, under the laws of the State of Florida on the 31 day of January, 1993.

Approved:

James L. Williams
JAMES L. WILLIAMS, President

RECORDED & RECORDS VERIFIED
Martha A. Higgins
County Commissioner, Orange Co., FL

OR 4581 PG0118