BRYAN CAVE ESTATES HOMEOWNER'S ASSOCIATION, INC.
P.O. BOX 290807
PORT ORANGE, FL 32129-0807

APPLICATION FOR ARCHITECTURAL REVIEW COMMITTEE APPROVAL

LOT OWNER'S NAME LOT NO. AREA CODE & TELEPHONE #

LOT ADDRESS

MAILING ADDRESS (IF DIFFERENT FROM LOT ADDRESS)

CITY STATE ZIP CODE

TYPE OF APPROVAL DESIRED (CHECK ALL THAT APPLY)	IF REQUIRED, HAVE YOU APPLIED FOR PROPER PERMITS?
[ ] FENCE	
[ ] WALL	
[ ] POOL	
[ ] LANDSCAPING	[ ] YES
[ ] SCREENED PORCH OR PATIO	
[ ] CHANGE IN ELEVATION OR ADDITION TO HOME	[ ] NO
[ ] OTHER_____	

DESCRIBE THE IMPROVEMENT(S) TO BE MADE. (ATTACH COPY OF LOT SURVEY, ELEVATION PLAN, LANDSCAPING PLAN, SITE CLEARING PLAN AND ABBREVIATED SPECIFICATION, IF APPLICABLE. USE ADDITIONAL SHEET OF PAPER IF NECESSARY.)

ARTICLE V - Architectural Control. Section 1. Review by Architectural Review Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot unless it is in compliance with the zoning code of Volusia County, Florida an other applicable regulations and unless an until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Bryan Cave Estates Architectural Review Committee hereinafter known as ARC. Section 2. Procedure for Review. Any owner needing the approval of the ARC shall deliver an application or request for action to the ARC by certified mail with return receipt requested or by hand delivery with signed receipt together with floor plan, elevation plan, landscaping plan, site clearing plan and abbreviated specifications, including external material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by a written instrument, and served personally or by certified mail upon the Owner and all interested parties, identifying the proposed building or structure and either stating approval or giving and making recommendations for changes to gain approval. In the event the ARC takes no action on the application or request within the thirty (30) day period, then the application or request shall be deemed to be approved.

Date Received	Date Processed	Date Mailed or Hand Delivered

[ ] APPROVED [ ] DISAPPROVED

Signature of ARC Member

Signature of Homeowner

Signature of ARC Member

Signature of Homeowner

PROJECTS NOT COMPLETED WITHIN 6 MONTHS OF ARC APPROVAL DELIVERY DATE MUST BE RESUBMITTED FOR REAPPROVAL.

RECEIPT AND ACKNOWLEDGMENT

(I) (We) hereby acknowledge that (I) (we) have received a copy of the Bryan Cave Estates Homeowner's Association, Inc. Document Book which consists of the following:

Exhibit A	Information Sheet
Exhibit B	Declaration of Covenants, Conditions and Restrictions
Exhibit C	Articles of Incorporation
Exhibit D	By-Laws
Exhibit E	Budget
Exhibit F	Deed for Common Areas
Exhibit G	Sample Deed for Buyer

The undersigned fully acknowledge and understand that the Declaration of Covenants, Conditions and Restrictions contains lien rights upon the dwelling unit as security for the Homeowner's Association's assessments for maintenance and operation of the common areas in Bryan Cave Estates.

Unit Number:_____ Purchaser:_____

Date:_____ Purchaser:_____

8/95

DOCUMENT BOOKLET

FOR

BRYAN CAVE ESTATES HOMEOWNER'S ASSOCIATION, INC.

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EXHIBIT A

EXHIBIT A

LEGAL DESCRIPTION

THAT SUBDIVISION KNOWN AS BRYAN CAVE ESTATES, PHASE I, AS SET FORTH ON THE PLAT OF BRYAN CAVE ESTATES RECORDED AT MAP BOOK 42, PAGES 104 AND 105, WHICH PROPERTY IS A REPLAT OF A PORTION OF BLOCK 2 AND 3 OF DUNLAWTON, SECTION 43, TOWNSHIP 15 SOUTH, RANGE 33 EAST, SOUTH DAYTONA, AS RECORDED IN DEED BOOK 'M', PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA WHICH PROPERTY IS ALSO DESCRIBED AS

LOT 2 AND PART OF LOT 3, BLOCK 2; LOT 4 AND THE WESTERLY 346.71 FEET OF LOT 1 AND THE SOUTHERLY ONE-HALF (½) OF LOT 3, BLOCK 3, TOGETHER WITH VACATED DAME STREET, ALL IN DUNLAWTON AS RECORDED IN DEED BOOK 'M', PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THAT PORTION OF LOT 2, BLOCK 2 AND LOT 1, BLOCK 3, IN THE RIGHT-OF-WAY OF REED CANAL ROAD AS OCCUPIED AND ESTABLISHED, SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF LOT 3, BLOCK 2, AFORESAID; THENCE RUN N 01°00'13" W ALONG THE WESTERLY LINE OF SAID LOT 3, BLOCK 2, A DISTANCE OF 72.33 FEET TO THE POINT OF BEGINNING; THENCE N 01°00'13" W ALONG THE WESTERLY LINE OF SAID LOTS 2 AND 3, BLOCK 2, A DISTANCE OF 1174.54 FEET TO THE SOUTHERLY LINE OF REED CANAL ROAD AS NOW OCCUPIED AND ESTABLISHED; THENCE S 89°54'30" E ALONG SAID SOUTHERLY LINE A DISTANCE OF 1021.89 FEET TO THE EASTERLY LINE OF THE WESTERLY 346.71 FEET OF LOT 1, BLOCK 3 AFORESAID; THENCE S 01°00'13" E ALONG SAID EASTERLY LINE A DISTANCE OF 581.31 FEET TO THE NORTHERLY LINE OF LOT 4, BLOCK 3; THENCE N 89°15'19" E ALONG SAID NORTHERLY LINE A DISTANCE OF 298.26 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE S 01°00'13" E ALONG THE EASTERLY LINE OF LOT 4 A DISTANCE OF 324.67 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY ONE-HALF OF LOT 3, BLOCK 3; THENCE N 89°13'42" E ALONG THE SAID NORTHERLY LINE A DISTANCE OF 645.00 FEET TO THE EASTERLY LINE OF SAID LOT 3, BLOCK 3; THENCE S 01°00'13" E ALONG THE SAID EASTERLY LINE A DISTANCE OF 324.32 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 3, THENCE S 89°11'54"W ALONG THE SOUTHERLY LINE OF LOTS 3 AND 4, BLOCK 3; AND LOT 3, BLOCK 2, A DISTANCE OF 1049.97 FEET TO A POINT BEING N 89°11'54" E, 115.00 FEET FROM THE SOUTHWEST CORNER OF LOT 3, BLOCK 2; THENCE N 01°00'13" W, PARALLEL TO THE WESTERLY LINE OF SAID LOT 3, BLOCK 2, A DISTANCE OF 72.74 FEET THENCE S 88°59'47"W A DISTANCE OF 115.00 FEET TO THE SAID WESTERLY LINE OF LOT 3, BLOCK 2 AND THE POINT OF BEGINNING, DESCRIBED PARCEL CONTAINING 38.12 ACRES MORE OR LESS.

EXCEPTING IN FEE SIMPLE TO THE GRANTOR, H&J DEVELOPMENT COMPANY, LOT 60, AS SET FORTH AND SHOWN IN THE PLAT OF BRYAN CAVE ESTATES, RECORDED AT MAP BOOK 42, PAGES 104 AND 105 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

EXHIBIT A

Parcel "A", BRYAN CAVE ESTATES, according to the plat thereof recorded in Map Book 42, Pages 104-105, Public Records of Volusia County, Florida; and

WALL PARCEL "A"

A parcel of land being a portion of Lot 100, "BRYAN CAVE ESTATES" as recorded in Map Book 42 at Pages 104 and 105 of the Public Records of Volusia County, Florida being more particularly described as follows: From the POINT OF BEGINNING being the Northeast corner of said Lot 100 and said corner lying on the Westerly right-of-way of Sauls Street; thence South 10 °00'13" East a distance of 97.09 feet to a point of curvature; thence 39.36 feet along the arc of a curve to the right having a radius of 25.00 feet, and a central angle of 90°12'07" to a point of tangency; thence North 01°00'13" West a distance of 5.45 feet; thence North 42°06'01" East a distance of 17.69 feet; thence North 01°00'13" West a distance of 103.78 feet to the Northerly line of said Lot 100; thence North 89°13'42" East along the North line of said Lot 100 a distance of 13.00 feet to the POINT OF BEGINNING.

WALL PARCEL "B"

A parcel of land being a portion of Lot 1, "BRYAN CAVE ESTATES" as recorded in Map Book 42 at Pages 104 and 105 of the Public Records of Volusia County, Florida being more particularly described as follows: From the POINT OF BEGINNING being the Southeast corner of said Lot 1; thence South 89°11'54" West along the South line of said Lot 1 a distance of 13.00 feet; thence North 01°00'13" West a distance of 104.86 feet; thence North 45°00'00" West a distance of 17.14 feet; thence North 01°00'13" West a distance of 5.00 feet to the North line of said Lot 1 and a point of curvature; thence 39.18 feet along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 89°47'53", a chord length of 35.29 feet, and a chord bearing South 45°54'10" East to a point of tangency on the West right-of-way line of Sauls Street; thence South 01°00'13" East a distance of 97.24 feet to the POINT OF BEGINNING.

023719

QUIT-CLAIM DEED RAMCO FORM 6

This Quit-Claim Deed, *Executed this* 16th *day of* February , *A. D.* 1989 , *by* TOMPKINS INVESTMENT GROUP INCORPORATED

first party, to BRYAN CAVE ESTATES HOMEOWNER'S ASSOCIATION, INC.

whose postoffice address is 1637 East Vine Street, Kissimmee, Florida 32743

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, *That the said first party, for and in consideration of the sum of* $ 10.00 *in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of* Volusia *State of* Florida , *to-wit:*

See Exhibit "A" attached hereto and made a part hereof.

Subject to taxes accruing subsequent to December 31, 1988, easements, restrictions, conditions, and limitations of record, if any now exist, but any such interest that may have been terminated are not hereby reimposed and subject to applicable zoning ordinances.

To Have and to Hold *the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.*

In Witness Whereof, *The said first party has signed and sealed these presents the day and year first above written.*

Signed, sealed and delivered in presence of:

Margaret D. Sieler

Susan P. Schrader

TOMPKINS INVESTMENT GROUP INCORPORATED (L.S.)

By: (L.S.)

STATE OF FLORIDA,
COUNTY OF OSCEOLA

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

before me that [illegible] executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of February A. D. 1989.

Susan P. Schrader

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 5, 1992
BONDED THRU GENERAL INS. UND.

This instrument prepared by: Margaret T. Waller, Esquire
Address 1637 East Vine Street
Kissimmee, Fl. 32743

EXHIBIT B

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by TOMPKINS INVESTMENT GROUP INCORPORATED, a Delaware Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Volusia, State of Florida, which is more particularly described as:

See Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to BRYAN CAVE ESTATES HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Parcel "A", Bryan Cave Estates, according to the plat thereof recorded in Map Book 42, Pages 104-105, Public Records of Volusia County, Florida.

WALL PARCEL "A"

A parcel of land being a portion of lot 100, "BRYAN CAVE ESTATES" as recorded in Plat Book 42 at Pages 104 and 105 of the Public Records of Volusia County, Florida being more particularly described as follows: From the POINT OF BEGINNING being the Northeast corner of said Lot 100 and said corner lying on the Westerly right-of-way of Sauls Street; thence South 10 °00'13" East a distance of 97.09 feet to a point of curvature; thence 39.36 feet along the arc of a curve to the right having a radius of 25.00 feet, and a central angle of 90°12'07" to a point of tangency; thence North 01°00'13" West a distance of 5.45 feet; thence North 42°06'01" East a distance of 17.69 feet; thence North 01°00'13" West a distance of 103.78 feet to the Northerly line of said Lot 100; thence North 89°13'42" East along the North line of said Lot 100 a distance of 13.00 feet to the POINT OF BEGINNING.

WALL PARCEL "B"

A parcel of land being a portion of Lot 1, "BRYAN CAVE ESTATES" as recorded in Plat Book 42 at Pages 104 and 105 of the Public Records of Volusia County, Florida being more particularly described as follows: From the POINT OF BEGINNING being the Southeast corner of said Lot 1; thence South 89°11'54" West along the South line of said Lot 1 a distance of 13.00 feet; thence North 01°00'13" West a distance of 104.86 feet; thence North 45°00'00" West a distance of 17.14 feet; thence North 01°00'13" West a distance of 5.00 feet to the North line of said Lot 1 and a point of curvature; thence 39.18 feet along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 89°47'53", a chord length of 35.29 feet, and a chord bearing South 45°54'10" East to a point of tangency on the West right-of-way line of Sauls Street; thence South 01°00'13" East a distance of 97.24 feet to the POINT OF BEGINNING.

Section 5. "Dedicated Area" shall mean and refer to all real property, including the improvements thereon, if any, dedicated to City of South Daytona on the plat of Bryan Cave Estates, and specifically identified thereon. The term "Dedicated Area" shall include streets, avenues, roads and utility access and drainage easements and utility rights-of-way and lift station areas (Parcel "B"), it being the intention of the Declarant that the City of South Daytona have the necessary ownership and responsibility to operate and maintain said Dedicated Areas.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and the dedicated streets.

Section 7. "Dwelling", "Unit" or "Dwelling Unit" shall mean and refer to any building or portion thereof constructed on a Lot and intended for use and occupancy as a residence by a single family susceptible to ownership in fee simple as to which Dwelling Unit a certificate of occupancy has been issued by the applicable governmental authorities, whether such Dwelling Unit is detached from or connected by a party wall or other structural element to other Dwelling Units. Dwellings in this subdivision shall be limited to single family detached residential units subject to use regulations set forth by the County of Volusia.

Section 8. "Declarant" shall mean and refer to TOMPKINS INVESTMENT GROUP INCORPORATED, its successors and assigns.

Section 9. "ARC" shall mean and refer to the Bryan Cave Estates Architectural Review Committee.

Section 10. "Maintenance Area" shall mean that area on George Hecker Drive located at the entrance of Bryan Cave Estates to be used as a landscaped island. Although not common area within the definition set out in Section 4 above, this area shall be maintained by the Association for the common good and enjoyment of the Owners.

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 Common Area which shall be appurtenant to and 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 Properties, and the Articles of Incorporation and Bylaws of the Association;

(b) rules and regulations adopted by the Association governing use and enjoyment of the Common Area;

(c) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility that may at some time become part of the Common Property owned by the

Association;

(d) the right of the Association to suspend the voting rights and/or the right to use of any recreational facility by an Owner for any

period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulation.

(e) the right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such 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 two thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his rights of enjoyment to the Common Area, to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Permitted Uses. The Common Area, shall be restricted to the following uses:

The Common Area, now and forever, shall be restricted such that it shall be maintained as drainage areas, open space and/or recreation areas, and/or landscaped entryway, including a wall.

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 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 this Declaration, and shall be entitled to three 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 Class "B" membership; or

(b) on December 31, 1998.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Maintenance Area. The Bryan Cave Estates Homeowner's Association, Inc. shall be responsible for the irrigation and maintenance of the landscaped island that has been dedicated to the City of South Daytona and is located in the center of George Hicker Drive as reflected on the plat of Bryan Cave Estates as recorded in Plat Book 42, Pages 104 and 105 of the Public Records of Volusia County, Florida.

The maintenance duties set forth above shall remain the responsibility of the Bryan Cave Estates Homeowner's Association, Inc. and not the City of South Daytona.

Section 2. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within Bryan Cave Estates, 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 which may be collected on a monthly, quarterly or semi-annual basis or other time periods as established by the Board of Directors, 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 such 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 3. 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 Bryan Cave Estates subdivision and for the improvement and maintenance of the Common Areas and for all amenities constructed thereon. Assessments shall also be used to maintain those landscaped areas which were dedicated to the City of South Daytona but are designated as the maintenance responsibility of the Bryan Cave Estates Homeowner's Association, Inc. as set forth above in Article IV Section 2.

Section 4. 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 Sixty and No/100 Dollars ($60.00) per year, ($5.00 per month) per Lot.

(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 five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From an 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 five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 5. Special Assessment for Capital Improvement. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repaving, repair, or replacement of a capital improvement upon the Common Area, 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 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or Section 5 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 7. Uniform 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 "D" membership, the Developer or Declarant will have the following option:

(a) The Developer/Declarant may pay the annual assessment at the rate of twenty-five percent (25%) of the rate fixed for Class "A" membership on all unoccupied Lots owned by the Developer/Declarant and in addition, will pay the difference, if any, between the total operating expenses for the maintenance areas and the amount of assessments required to be paid pursuant to this Article; or

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

Single Dwelling Assessments. In addition to the annual and special assessments authorized above, the Association may levy single unit assessments applicable only to a specific lot and Unit that has failed to meet its maintenance obligations set forth in Article IX. The Single Dwelling Assessments shall have the assent of two-thirds (2/3) of the Board of Directors.

Section 8. 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 Area. The first

annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot as 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 Board of Directors, may be collected on a monthly, quarterly or semi-annual 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 9. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the highest rate allowable by law per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area of abandonment of his lot. A first mortgage, upon request, is entitled to written notification from the Association of any default in the payment of any assessment which is not cured within sixty (60) days.

Section 10. Subordination of the Lien to Mortgages. A lien assessment provided for herein shall be superior to all other liens, except tax liens and the lien of any first mortgage held or insured by an Institutional Mortgagee regardless of the period of amortization. Sale or transfer of any Lot shall not affect the assessment lien. However, 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 became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. For purposes of this section, Institutional Mortgagee shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, or real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type lender. The term "Institutional Mortgagee" shall also include the Developer or a designee of the Developer where the Developer or its designee is the holder of a mortgage on a Lot or on any portion of the Initial Properties.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Review by Architectural Review Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon any lot unless it is in compliance with the zoning code of the County of Volusia, Florida, and other applicable regulations and unless and until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Bryan Cave Estates Architectural Review Committee hereinafter known as ARC.

Section 2. Procedure for Review. Any Owner needing the approval of the ARC shall deliver an application or request for action to the ARC by certified mail with return receipt requested or by hand delivery with signed receipt together with a floor plan, elevation plan, landscaping plan, site clearing plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by a written instrument, and served personally or by certified mail upon the Owner and all interested parties, identifying the proposed building or structure and either stating approval or giving and making recommendations for changes to gain approval. In the event the ARC takes no action on the application or request within the thirty (30) day period, then the application or request shall be deemed to be accepted.

Section 3. Composition of Architectural Review Committee. The ARC shall have at least three (3) members who shall initially be appointed by the

shall have at least three (3) members [illegible] Declarant. The members appointed to the ARC do not need to be Owners. So long as the Declarant maintains a controlling vote of the membership of the

Association under the terms of Article III of this Declaration, the Declarant shall be entitled to appoint all members of the ARC and any successor members; provided, however, the Declarant shall at any time have the right to waive its right to appoint the members of the ARC. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC, the Declarant shall promptly appoint a successor member of the ARC who shall serve at the pleasure of the Declarant. After the end of the term during which the Declarant may appoint all the members of the ARC, the directors of the Association shall become the ARC members or the directors may appoint three (3) or more representatives to serve as the ARC committee.

ARTICLE VI

EASEMENT RESERVED TO DECLARANT

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

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

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

(a) By a specific designation of an easement on the recorded plat of Bryan Cave Estates;

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

(c) by a separate instrument, said instrument to be subsequently recorded by the Declarant;

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

Section 4. Easement Restrictions. Easements for installation and maintenance of utilities and drainage facilities are reserved as designated in Section 3 of this Article. Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements.

ARTICLE VII

DUTIES OF THE ASSOCIATION REGARDING TAXES, MAINTENANCE, SIGN MAINTENANCE AND STREET LIGHTING

Section 1. Taxes on Common Property. The Association shall govern, operate, control and manage the Lots and Common Properties pursuant to the

operate, control and manage the Lots and Common Properties pursuant to the terms and provisions of this Declaration and the Association's Articles of Incorporation and By-Laws. The Association shall at all times pay the real property ad valorem taxes on the Common Properties if said taxes are billed

to the Association as differentiated from being billed to the Lot Owners. The Association shall also pay any governmental lien on the Common Properties.

Section 2. Maintenance. The Association shall have the obligation and responsibility for hiring of certain personnel to perform maintenance and upkeep of the Common Properties and the Maintenance Area as defined herein.

Section 3. Property Sign Maintenance. Should the Developer in its sole discretion decide to construct a sign identifying the community, the Association shall maintain and repair such sign in a first class condition and shall repair and replace such sign as may be required.

Section 4. Street Lights. The Association shall pay all the costs and expenses for electricity for any street lights which are installed by the developer or the utility company, unless a special lighting district is established for the community. The Association shall further be responsible for the maintenance and repair of such street lights, including replacing the light bulbs located thereon, unless the obligations described herein are performed by and at the expense of the applicable power and light company.

Section 5. Assessments. Funds for the above stated duties of the Association shall be provided through the regular assessments to Owners set forth in Article IV of this Declaration.

ARTICLE VIII

INSURANCE FOR COMMON AREA

Section 1. Standard Risk. The Association shall keep any buildings in the Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value thereof, and all personal property owned by the Association insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Association. Insurance proceeds for improvements in the Common Area and any personal property owned by the Association shall be payable to the Association. In the event of any loss, damage or destruction, the Association shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Area. In the event the cost of such replacement, repair or rebuilding of improvements on the Common Area exceeds the insurance proceeds available therefor, or no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the Owners.

Section 2. Public Liability. The Association shall procure and keep in force public liability insurance in the name of the Association against any liability for personal injury or property damage resulting from occurrence in or about the Common Area, in such amounts as the Board of Directors so designates.

Section 3. Policy Requirements. Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Association and made available for inspection by Owners at any reasonable time. All such insurance policies shall provide that they shall not be cancelable by the insurer without first giving at least ten (10) days prior notice in writing to the Association, and contain a waiver of subrogation by the insurer(s) against the Association, Board and Owners.

Section 4. VA/FHA Insurance Requirements. Anything contained herein to the contrary notwithstanding, the Association shall maintain such insurance coverage as may be required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or the Federal National Mortgage Association ("FNMA") so long as VA, FHA or FNMA holds a mortgage on or owns any Lot.

Section 5. Other Insurance. In addition, the Board shall have the right to obtain Directors' and Officers' liability insurance, fidelity insurance and other insurance it may deem proper to protect the Association, its members and property. All insurance premiums for such coverage shall be paid for by the Association and assessed as appropriate to all Owners.

ARTICLE IX

GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive

covenants contained in this Article shall apply uniformly to all Lots in the Property.

Section 2. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any Lot or Dwelling Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than the Dwelling Unit designated for residential use and a private garage for not less than one (1) or more than three (3) cars, and a maid's room, storage room or tool room attached to the ground floor of the garage. The foregoing shall not prohibit the Declarant from using Dwelling Units as models or offices.

Section 3. Temporary Structures and Use. No structure of a temporary character, including but not limited to, trailer, house trailer, mobile home, camper, tent, shed, boat, recreational vehicle, 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 unless approved by the ARC. This prohibition shall not apply to shelters used by the Declarant or his assigns during the construction of any Dwelling Unit. No canvas, pipe or other type of carport shall be placed between the front lot line and the front building line on any Lot. Except during the 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.

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

Section 5. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, nor shall anything be done or permitted to exist on any Lot that may be or may become an annoyance or private or public nuisance. No Lot, driveway or Common Area shall be used for the purpose of vehicle repair or maintenance.

Section 6. Antenna and Aerials. Unless the ARC has given its prior written approval, no antenna, aerial or satellite receiving dish shall be placed upon a Unit or within a lot. The granting by the ARC of its approval in one instance shall not affect the ability of the Committee to withhold its approval in other instances for any reason whatsoever.

Section 7. Pets. No animals, livestock or poultry of any kind, other than common, traditional domesticated house pets (i.e. dogs, cats, fish and caged birds), shall be kept by an Owner or his family members, guests, invitees or lessees, provided, however, that (a) no animals whatsoever may be kept or maintained for commercial purposes, (b) no animals shall be permitted to remain on any portion of the properties which become an unreasonable nuisance or annoyance to other owners and (c) any animal kept by an Owner shall be kept subject to any rules and regulations which may be promulgated from time to time by the Board. In no event shall dogs be permitted upon the open areas unless under leash. Any Owner who keeps a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of the keeping of any such pet. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

Section 8. Visibility in Corner Lots. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.

Section 9. Awnings and Shutters. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of a building unless such awnings, canopies or shutters have been

approved by the ARC, which approval shall be based on the aesthetic appearance of the properties.

Section 10. Additions to Units; Fences. No Unit shall be enlarged by any addition or remodeling thereto, including garages, porches, Florida rooms or detached utility buildings without the prior written consent thereto from the ARC. Nor shall any fence be erected or permitted to remain on any Lot without prior written consent thereto from the ARC.

Section 11. Parking of Vehicles. Each Owner has the right to the exclusive use of the parking spaces which are located within that Owner's property lines. Lot Owners are prohibited from making major repairs on vehicles on any Lot or adjacent streets. No vehicles may be parked on any grassed area of the Lots. No vehicles which extend beyond the length of the Owner's parking spaces may be parked in such spaces. Permission must be obtained in writing from the ARC for the parking of any commercial or recreational vehicles, trailers, boats or campers on any Lot. There shall be no parking on the streets or the street right of way area.

Section 12. Garbage and Litter. No Owner shall sweep or throw from his Unit any dirt or other materials, or litter in any way the Properties. No articles shall be hung from the windows or doors of the Dwelling Units. No garbage, trash, refuse or rubbish shall be kept on any part of the Properties except in closed containers in a manner prescribed by the rules and regulations of the Association as promulgated by the Board.

Section 13. Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted or construed to prevent Developer, its transferees, or its subcontractors, from performing on any part of the Properties owned and controlled by the Developer, or its transferees, whatever functions they may determine to be reasonably necessary or advisable in connection with the completion of the work including without limitation:

(a) erecting, constructing and maintaining thereon such structures as may be reasonably necessary for the conducting of the Developer's business of completing the construction and establishing the Properties as a residential community and disposing of the same by sale, lease or otherwise.

(b) maintaining structures of a temporary character for use as a construction office or storage or sales office.

(c) Maintaining such signs thereon as may be reasonably necessary for the sale, lease, or other transfer of the Properties including those relating to properties to be annexed in the future.

As used in this section, the term "its transferees" specifically does not include purchasers of completed residences.

Section 14. Garage Doors. In order to maintain a harmonious and aesthetic appearance, the garage doors affixed to each Dwelling Unit shall remain closed except when in actual use to allow ingress and egress into the garage.

Section 15. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Association in exercising its rights under this Section shall constitute a special assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit as would any assessment or special assessment.

Section 16. Exterior Maintenance. The Association shall have the right, but not the duty, to provide any exterior maintenance including repairs to walls and roofs, painting, landscaping and lawn maintenance for any Lot which in the opinion of the Association detracts from the overall

any Lot which in the opinion of the Association detracts from the overall beauty of the Properties due to the failure of the Owner to properly maintain. The Association shall have the right to make reasonable repairs and

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

Section 17. Access at Reasonable Hours. For the sole purpose or performing any maintenance or repairs authorized by this Declaration, the Association, through its duly authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Dwelling Unit at reasonable hours on any day of the week.

Section 18. Tree Removal Restrictions. Trees situated on any Lot between building set back lines and the property lines having a diameter of eight inches (8") or more (measured four feet (4') from ground level) may not be removed without prior approval of the ARC. All requests for approval of tree removal shall be submitted to the ARC along with a plan showing generally the location of such tree(s).

Section 19. Replacement of Trees. Anyone violating the provisions of Section 18 will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the Association. If the Owner fails or refuses to replace the trees as demanded, the Association may cause suitable replacements to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the Association, its agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with Sections 15, 16, 17, 18 and 19.

Section 20. Clothes Lines. The installation and use of clothes lines in the yards of the lots shall be subject to review and approval of the ARC.

Section 21. Duty to Repair - Detached Dwelling Units. Each Owner of a detached Dwelling Unit shall have the duty to begin repairs on any damaged Unit within ninety (90) days of the casualty. Any change to the exterior of the Dwelling Unit shall be subject to review by the ARC. In the event the Dwelling Unit is destroyed by the casualty, Owner shall not be required to rebuild. However, if the Owner does not begin construction, the Owner shall clear the debris from the Lot and grass shall be planted on the Lot within ninety (90) days. All Lots are subject to the assessments of the Association whether vacant or occupied.

Section 22. No building shall be located nearer to the front lot line or nearer to the said street line than the building setback lines shown on the recorded plat. (Side 7 1/2', front 25', rear 25', side corner lot 8' to adjacent lot and 25' to adjacent street.) In any event, no building shall be located on any residential building plot nearer than 25' to the front lot line. Front set back may be less if 25' should make any lot non-conforming.

Section 23. The ground floor area of the main structure, exclusive of open-porches and garages shall not be less than 1,600 square feet in the case of a one story structure and a minimum of 1,600 square feet living area for any Dwelling.

Section 24. No changes of elevations of the land shall be made which will interfere with the drainage or otherwise cause undue hardship to adjoining property.

Section 25. Trees situated between the building set back lines and the property lines that have a diameter of eight inches or more (measured four feet from ground level) may not be removed without prior approval of the Architectural Review Committee. All requests for approval of tree removal shall be submitted to the Architectural Review Committee along with a plan showing the location of such tree(s).

Section 26. Anyone violating Section 25 will be required to replace such trees with trees of like size and condition within thirty days (30) after demand by the Architectural Review Committee. If the Owner fails or refuses to replace the trees demanded, the Architectural Review Committee shall cause suitable replacements to be planted and the cost thereof shall be

shall cause suitable replacements to be planted and the cost thereof shall be a lien against the lot of the owner in violation. The Owner grants to the Architectural Review Committee, its agents and employees an easement of

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VOLUSIA CO.,FL

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
BRYAN CAVE ESTATES HOMEOWNER'S ASSOCIATION, INC.

In accordance with Article X, Section 4 of the Declaration of Covenants, Conditions and Restrictions of Bryan Cave Homeowner's Association, Inc., James Jarnigan, President of Bryan Cave Estates Homeowner's Association, Inc. and Savannah Pincott, Secretary of Bryan Cave Estates Homeowner's Association, Inc., attest that 90% of the Lots have requested an amendment to Article IX, Section 27 of the Declaration of Covenants, Conditions and Restrictions of Bryan Cave Homeowner's Association, Inc. Article IX, Section 27 is amended to read as follows:

Section 27. No simulated brick or stone is allowed in this subdivision. All brick and stone must be real. All block walls must be stuccoed on sides and rear. Front elevations shall be all brick or stone ONLY [illegible] and approved by the Architectural Review Committee. All exterior colors are to be grays or earth tones. Fiberglass garage doors are not allowed.

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RECORD VERIFIED
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94 MAY 17 AM 11:19
CLERK OF THE CIRCUIT
& CTY. COURT VOLUSIA CTY., FL

James R. Jarnigan DATE 5/16/94
James Jarnigan, President
Bryan Cave Homeowner's Assoc., Inc.

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to and subscribed before me this 16th day of May, 1994 by James Jarnigan who is personally known to me.

"OFFICIAL NOTARY SEAL"
DONALD G. PINCOTT
Notary Public, State of Florida
Commission No. CC 250040
My Commission Expires 1/28/97
Bonded Thru Fla. Notary Service & Bonding Co.
1-800-3-NOTARY

Donald G Pincott

Savannah Pincott DATE 5/16/94
Savannah Pincott, Secretary
Bryan Cave Homeowner's Assoc., Inc.

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to and subscribed before me this 16th day of May, 1994 by Savannah Pincott who is personally known to me.

GLENDA R. CEIGHLITER
MY COMMISSION EXPIRES
JANUARY 30, 1996
CC 337297
NOTARY PUBLIC, STATE OF FLORIDA

Glenda R Ceighliter

076029

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VOLUSIA CO.,FL

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
BRYAN CAVE ESTATES HOMEOWNER'S ASSOCIATION, INC.

In accordance with Article X, Section 4 of the Declaration of Covenants, Conditions and Restrictions of Bryan Cave Homeowner's Association, Inc., James Jarnigan, President of Bryan Cave Estates Homeowner's Association, Inc. and Savannah Pincott, Secretary of Bryan Cave Estates Homeowner's Association, Inc., attest that 90% of the Lots have requested an amendment to Article IX, Section 27 of the Declaration of Covenants, Conditions and Restrictions of Bryan Cave Homeowner's Association, Inc. Article IX, Section 27 is amended to read as follows:

Section 27. No simulated brick or stone is allowed in this subdivision. All brick and stone must be real. All block walls must be stuccoed on sides and rear. Front elevations shall be all brick or stone ONLY XXXXXXXXX XXXXXXXXXXXXXXXXXXXXXX and approved by the Architectural Review Committee. All exterior colors are to be grays or earth tones. Fiberglass garage doors are not allowed.

James R. Jarnigan DATE 5/16/94
James Jarnigan, President
Bryan Cave Homeowner's Assoc., Inc.

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to and subscribed before me this 16th day of May, 1994 by James R. Jarnigan who is personally known to me.

"OFFICIAL NOTARY SEAL"
DONALD G. PINCOTT
Notary Public, State of Florida
Commission No. CC 214040
My Commission Expires 1/18/97
Bonded Through Fla. Notary Service & Bonding Co.
1-800-3-NOTARY

Donald G. Pincott

Savannah Pincott DATE 5/16/94
Savannah Pincott, Secretary
Bryan Cave Homeowner's Assoc., Inc.

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to and subscribed before me this 16th day of May, 1994 Savannah Pincott who is personally known to me.

GLENDA N. LEIGHLITER
MY COMMISSION EXPIRES
JANUARY 30, 1998
#CC 337297
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Glenda N. Leighliter

FILED FOR RECORD
RECORD VERIFIED
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94 MAY 17 AM 11:19
Anne M. Watson
CLERK OF THE CIRCUIT
& CTY. COURT VOLUSIA CTY., FL

076029

EXHIBIT G

BOOK PAGE FILED FOR RECORD CLERK CIRCUIT COURT
QUIT-CLAIM DEED RECORD VERIFIED VOLUSIA CO., FL
RAMCO FORM 8
3265 1981 023719 89 FEB 23 PM 2:40

VOLUS **This Quit-Claim Deed,** *Executed this* 16th *day of* February , *A. D.* 1989 , *by*
TOMPKINS INVESTMENT GROUP INCORPORATED

first party, to BRYAN CAVE ESTATES HOMEOWNER'S ASSOCIATION, INC.

whose postoffice address is 1637 East Vine Street, Kissimmee, Florida 32743

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, *That the said first party, for and in consideration of the sum of* $ 10.00 *in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of* Volusia *State of* Florida , *to-wit:*

See Exhibit "A" attached hereto and made a part hereof.

Subject to taxes accruing subsequent to December 31, 1988, easements, restrictions, conditions, and limitations of record, if any now exist, but any such interest that may have been terminated are not hereby reimposed and subject to applicable zoning ordinances.

RECFEE $ 10.50 REC'D PAYMENT AS
DOCST $ .70 INDICATED FOR CLASS
INTTAX $ _____ "C" INTANGIBLE & DOC
PENALTY $ _____ STAMP TAXES SIGNED
INTEREST $ _____
Clerk Circuit Court Volusia Co Florida. V. G. Smith

To Have and to Hold *the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.*

In Witness Whereof, *The said first party has signed and sealed these presents the day and year first above written.*
Signed, sealed and delivered in presence of:

Margaret D. Shaw
Susan P. Schrader

TOMPKINS INVESTMENT GROUP INCORPORATED (SEAL)
By: _____ (U.S.)

STATE OF FLORIDA,
COUNTY OF OSCEOLA }

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

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of February A. D. 1989.

Susan P Schrader

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 5, 1992
BONDED THRU GENERAL INS. UND.

This instrument prepared by:
Address

Margaret T. Waller, Esquire
1637 East Vine Street
Kissimmee, FL 32743

EXHIBIT E

ARTICLES OF INCORPORATION

OF

BRYAN CAVE ESTATES HOMEOWNER'S ASSOCIATION, INC.

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

ARTICLE I

NAME OF CORPORATION

The name of the corporation is BRYAN CAVE ESTATES HOMEOWNER'S ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 1637 East Vine Street, Kissimmee, Florida 32743.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

Margaret T. Waller, whose address is 1637 East Vine Street, Kissimmee, Florida 32743 is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential Lots and Common Area within that certain subdivision known as Bryan Cave Estates located in Volusia County, Florida and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration"), applicable to the Property and recorded or to be recorded in the Public Records of Volusia County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

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

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

debts incurred;

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

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, unless provided otherwise in the Declaration.

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

ARTICLE V

MEMBERSHIP

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

ARTICLE VI

MEETING OF MEMBERS; QUORUM REQUIREMENTS

VOTING RIGHTS

The Association shall have two classes of voting membership:

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

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

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

(b) On December 31, 1998.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors of not less than three (3) nor more than seven (7) Directors, who need not be members of the Association. The initial Board of Directors shall

consist of three Directors, whose names and addresses are as follows:

H.J. Knittel	1589 Dunlawton Avenue Port Orange, FL 32019
Ellen Sigler	1589 Dunlawton Avenue Port Orange, FL 32019
Margaret T. Waller	1637 East Vine Street Kissimmee, FL 32743

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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 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 following each annual meeting of the members. 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. The following named persons shall serve as officers until the first election of officers is conducted by the Board of Directors:

President:	H.J. Knittel 1589 Dunlawton Avenue, Port Orange, FL 32019
Vice President:	Ellen Sigler 1589 Dunlawton Avenue, Port Orange, FL 32019
Secretary:	Margaret T. Waller 1637 East Vine Street, Kissimmee, FL 32743.
Treasurer:	Margaret T. Waller 1637 East Vine Street, Kissimmee, FL 32743

ARTICLE IX

DISSOLUTION

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

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

BY-LAWS

The By-Laws of this corporation shall be adopted by the Directors at their first meeting. The 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, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while

there is Class B membership. In the case of any conflict between the Articles of Incorporation and the 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 XII

FHA/VA APPROVAL

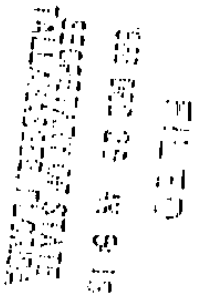
As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and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

ARTICLE XIII

SUBSCRIBERS

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

H.J. Knittel	1589 Dunlawton Avenue Port Orange, FL 32019
Ellen Sigler	1589 Dunlawton Avenue Port Orange, FL 32019
Margaret T. Waller	1637 East Vine Street Kissimmee, FL 32743



ARTICLE XIV

MEETINGS OF MEMBERS: QUORUM REQUIREMENTS

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

ARTICLE XV

AMENDMENTS

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 30th day of November, 1988.

H.J. KNITTEL

ELLEN SIGLER

MARGARET T. WALLER

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

Before me, a Notary Public, personally appeared H.J. KNITTEL, ELLEN SIGLER and MARGARET T. WALLER, to me known to be the persons described as Incorporators and who executed the foregoing Articles of Incorporation, and acknowledged before me that they subscribed to these Articles of Incorporation on Nov. 30, 1988.

Notary Public

My Commission Expires: June 19, 1992

FILED
88 DEC 28 AM 9:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Acceptance of Designation as Registered Agent:

MARGARET T. WALLER does hereby accept the foregoing designation as registered agent for the corporation, for service of process as to the above corporation.

MARGARET T. WALLER

FILED
95 SEP 26 PM 2:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

JOINDER OF MORTGAGEE IN
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FIRST UNION NATIONAL BANK, the owner and holder of a mortgage encumbering the land described in the Declaration of Covenants, Conditions and Restrictions to which this Joinder is attached, hereby consents to and joins in the said Declaration thereof and agrees that the lien of its mortgage, to the extent of the encumbrance upon the land described therein shall be upon all of the land according to the Declaration thereof, together with all of the appurtenances, including, but not limited to, any common area appurtenant thereto so encumbered.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by First Union National Bank or the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Declaration of Covenants, Conditions and Restrictions as hereinabove provided.

EXECUTED this 16th day of February, 1987.

"MORTGAGEE"

WITNESSES:

Paula K. Mathews

Kimmel Rigel

FIRST UNION NATIONAL BANK

By: David S. Whaley III

Attest:

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing Joinder of Mortgagee in Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 16th day of February, 1987 by David S. Whaley, III, of First Union National Bank on behalf of said corporation.

Margaret A. Kriman
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXP JUNE 25,1990
BONDED THRU GENERAL INS. UND.

EXHIBIT F

BRYAN CAVE ESTATES HOMEOWNER'S ASSOCIATION, INC.

(Budget for First Year's Operation)

RECEIPTS:

105 lots at $60.00 per year per lot equals $6,300.00**

Total Receipts.....$6,300.00

EXPENSES:

Utilities (electricity and water for sprinkler system)	$ 750.00
Insurance	550.00
Licenses/Fees	50.00
Bank Charges	100.00
Lawn Maintenance	3,000.00
Accounting Fees	500.00
Legal Fees	750.00
Real Estate Taxes For Common Area	100.00
Miscellaneous	500.00

Total Disbursements.....$6,300.00

Notes:

1. Each dwelling owner shall pay an annual assessment of $60.00 which shall be paid in semi-annual installments of $30.00 on January 1 and July 1 of each year.

2. This assessment is necessary because the Association is the entity that is responsible for performing certain maintenance functions on common areas. This budget represents an estimation of costs of fulfilling the Association's duties.

3. Insurance - the reference in the budget to insurance refers to insurance which the Master Association must obtain for public liability and property insurance for his own home and personal property. Each dwelling unit owner should consult professionals to advise him of his responsibilities and insurance needs.

BYLAWS

OF

BRYAN CAVE ESTATES HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is BRYAN CAVE ESTATES HOMEOWNER'S ASSOCIATION, INC. (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 1637 East Vine Street, Kissimmee, Florida 32743, but meetings of members and directors may be held at such places within the State of Florida, County of Osceola or Volusia, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to BRYAN CAVE ESTATES HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

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

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

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of any Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to JONPKINS INVESTMENT GROUP INCORPORATED, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Public Records of Volusia County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter at the hour of 7:00 o'clock, P.M. at the offices of the corporation or such other place as the Board of Directors may decide. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership.

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

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class 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 any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board comprised of not less than three (3) nor more than seven (7) directors, who need not be members of the Association. The initial Board shall be composed of three (3) directors.

Section 2. Term of Office. At each annual meeting of members, the

membership shall elect directors to hold office until the next annual meeting. Each director shall hold office until the expiration of the term for which he was elected and until his successor has been elected and shall have qualified; or until his prior resignation or removal.

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

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

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as permitted by law and from time to time as may be determined by the directors. 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. The Board may, by resolution duly adopted, establish regular monthly, quarterly or semi-annual meetings.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Cause the Common Area to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall

hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Section 7. Multiple Offices. 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:

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

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

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

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

ARTICLE IX
COMMITTEES

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

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the 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 reasonable cost.

ARTICLE XI
ASSESSMENTS

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

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: BRYAN CAVE ESTATES HOMEOWNER'S ASSOCIATION, INC., CORPORATION NOT FOR PROFIT.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Membership, by a vote of a majority of a quorum of all members voting in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendment while there is 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 every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of BRYAN CAVE ESTATES HOMEOWNER'S ASSOCIATION, INC., have hereunto set our hands this _____ day of _____, 198___.

_____
H.J. Knittel, Director

_____
Ellen Sigler, Director

Margaret J. Waller
Margaret J. Waller, Director

BRYAN CAVE ESTATES HOMEOWNER'S ASSOCIATION, INC.
P.O. BOX 290807
PORT ORANGE, FL 32129-0807

July 28,1994

Dear Association Member:

The Bryan Cave Estates Homeowner's Association Board and the ARC would like to thank you all for the tremendous response we received from our recent poll asking your opinions on what the ARC should and should not approve. Of the 104 lot owners in good standing at the time, 99 of you took the time to respond. The following are the results of the poll:

"Should the ARC approve the following:"	YES	%	NO	%
Only all brick or stone walls	97	(93%)	1	(1%)
Sheds	39	(38%)	56	(54%)
Fences	54	(52%)	39	(38%)
Storage of recreational vehicles on property (ie., boat, camper)	24	(23%)	74	(71%)
Awnings or shutters	59	(57%)	32	(31%)
Clothes lines	27	(26%)	72	(69%)
At the present time, it takes 90% vote of the general members to change the Declaration of Covenants. Do you think the percentage should be lowered?	53	(51%)	44	(42%)

(NOTE: Not all lot owners had an opinion on each question. Percentage is of the 104 eligible to vote at the time of the poll.)

Since your response to brick or stone fronts only was over the required 90% needed to amend the Declaration, the Board has filed the necessary papers with Volusia County restricting all future homes constructed to be all real stone or brick fronts only. Keeping in mind the direction that you, the membership, showed us that you want this community to take, the Board and the ARC have drawn-up the following requirements for sheds, fences, clothes lines, recreational vehicles, and tree removal.

==========

BRYAN CAVE ESTATES SHED REQUIREMENTS

These are the requirements for sheds that will be reviewed by the Architectural Review Committee. Plans must be approved by the ARC and by the City of South Daytona.

1. NO METAL SHEDS WILL BE ALLOWED.
2. Shed must be located so it is not visible from the front of the dwelling unit. (This includes corner lots.)
3. Set backs must conform with city requirements.
4. Shed foundation must be permanently affixed and comply with all City building codes or as otherwise approved by the ARC.
5. Maximum area shall be 100 (one hundred) square feet.
6. Maximum wall height will be 8 (eight) feet.
7. Walls shall be 16" on center.
8. Exterior walls must be compatible with color and texture of the existing dwelling unit.
9. Roof must be a minimum of 3/12 pitch and must match the existing roof.
10. Doors must be hinged.
11. Any construction must be completed within 90 days of issuance of a permit by the City of South Daytona.

==========

BRYAN CAVE ESTATES FENCE REQUIREMENTS

The following are the requirements for fences that will be reviewed by the ARC:

1. No chain link fence will be allowed.
2. Backyard fences can be erected starting at the rear corner of the dwelling unit toward the rear property line. On those dwelling units with a side entrance door, the fence can extend 2 feet past the door opening towards the front.
3. The preferred type of fence is shadow box.
4. Fence must be maintained in accordance with Section 16, Article 9.

BRYAN CAVE ESTATES CLOTHES LINE REQUIREMENTS

The following are the requirements for a clothes line that will be reviewed by the ARC. Only umbrella type clothes line or retractable type clothes line will be reviewed by the ARC.

1. No clothes line should be visible from the front of the house.
2. Umbrella must be in folded down position, retracted or removed when not in use.

BRYAN CAVE ESTATES TREE REMOVAL REQUIREMENTS

Trees having a diameter of eight inches or more (measured four feet from ground level) may not be removed without prior approval of the ARC.

BRYAN CAVE ESTATES RECREATIONAL VEHICLE REQUIREMENTS

No recreational vehicles which includes boats, campers and trailers will be allowed on any Lot unless the vehicle can be stored in the garage of the dwelling unit.

We wish to remind you that before you commence any construction in Bryan Cave Estates, plans must be submitted and approved by the ARC. Also, the City of South Daytona requires you to obtain necessary permits.

In regard to vacant lots, the Board and the ARC will not allow dumping of trash on these undeveloped lots. The frontage area must be mowed on a regular basis to maintain these lots in the same manner as Tompkins/American Heritage Homes had maintained these lots in previous years.

In closing, the Board and the ARC formulated these requirements to maintain the high standards established in Bryan Cave Estates and to keep our community on a par with other upscale communities like ours. The Board and the ARC look forward to hearing your comments on the above requirements.

Very truly yours,

The Bryan Cave Estates Board
The Bryan Cave Estates ARC

ingress and egress over and across said lot to enable it to inspect the property.

Section 27. No simulated brick or stone is allowed in this subdivision. All brick and stone must be real. All block walls must be stuccoed on sides and rear. Front elevations shall be brick, stone, cedar or decorative stucco approved by the Architectural Review Committee. All exterior colors are to be grays or earth tones. Fiberglass garage doors are not allowed.

Section 28. A minimum of 5/12 pitch is required on all roofs.

Section 29. All Lot Owners are required to construct concrete sidewalks along the front lot line and the front and side lot lines of corner lots, except Lots 1 and 100 shall not be required to construct sidewalks along side lot lines.

ARTICLE X

GENERAL PROVISIONS

Section 1. Restrictions Uniform. These restrictions and covenants are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Subdivider 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 or parcel of land in the subdivision, by acceptance of title thereto or by taking of land in the subdivision, thereby covenants and agrees for himself/herself, his/her heirs, executors, administrators, successors and assigns, that he/she will comply with and abide by each of the restrictions contained in this Declaration of Restrictions and that he/she will exert his/her best efforts to keep and maintain the land in this subdivision as an area of high standard.

Section 2. 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. If the Association or any Owner shall seek to enforce the provisions of this Declaration, then said party shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal.

Section 3. 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 4. 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 percent (90%) or more of the Lots, and thereafter by an instrument signed by the Owners of seventy-five percent (75%) or more of the Lots. Notwithstanding the above, the Developer shall have the right, during the first two (2) years from the date the covenants are recorded, to amend this Declaration to clarify any ambiguities or conflicts, subject, however, to approval by the Veterans Administration.

Section 5. Covenants Against Partition and Separate Transfer of Membership Rights. Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Area and the improvements made thereto, and that it is in the interests of all of the Owners that the right to the use and enjoyment of the Common Area be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Area. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Area in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Area appurtenant to such lot, subject to reasonable rules and regulations promul-

gated by the Declarant or the Association or the ARC for such use and enjoyment, whether or not such rights shall have been described or referred to in

the deed by which said lot is conveyed.

Section 6. VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Veterans Administration; annexation of additional properties, mergers, consolidations, mortgaging of any common area, dedication of Common Area, amendment of this Declaration and dissolution of the Association.

Section 7. Development and Annexation. Additional property which is adjacent to Bryan Cave Estates may be annexed by the Developer in whole or in part without the consent of members within ten (10) years of the date of this instrument. such annexations, if they are made, will subject the lots in the annexed property to assessment for their just share of the Association expenses and costs, and to these Covenants and Restrictions and to all rules, regulations and by-laws in the same manner as the original Lot Owners and shall have the same rights to the common areas. Annexations, if any, shall become effective upon the recording of an amendment to the Declaration encumbering Bryan Cave Estates in the Public Records of Volusia County, Florida. Should the Developer/Declarant, in its sole discretion, determine not to annex additional lands as provided, this general plan of development shall not bind the Developer/Declarant to make the additions contemplated or to adhere to this plan in the subsequent development of those additional lands.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto executed this Declaration this 16th day of February, 1989.

WITNESSES:

Margaret D. Kaiser

Susan P. Schuler

TOMPKINS INVESTMENT GROUP INCORPORATED

BY: Roger Hayden

Attest: Sandra P. Lucas

STATE OF FLORIDA
COUNTY OF OSCEOLA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Roger Hayden and Sandra P. Lucas to me well known to be the Vice President and Secretary, respectively, of TOMPKINS INVESTMENT GROUP INCORPORATED, a Delaware Corporation, and that they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of February, 1989.

Susan P. Schuler
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 5,1992
BONDED THRU GENERAL INS. UND.

EXHIBIT E

Name:

Instrument Prepared by:

Name:

Property Appraisers Parcel Identification (Folio) Number(s):

Grantee(s) S.S.#(s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed *Made and executed the* *day of* A. D. 19 *by*
TOMPKINS HERITAGE HOMES, INC.

a corporation existing under the laws of Florida *, and having its principal place of business at* 1589 Dunlawton Avenue, Port Orange, Florida 32019 *hereinafter called the grantor, to*

whose postoffice address is

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: *That the grantor, for and in consideration of the sum of* $ 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in* County, Florida, viz:

Subject to taxes accruing subsequent to December 31, 19__, easements, restrictions, conditions and limitations of record, if any now exist, but any such interest that may have been terminated is not hereby reimposed and subject to applicable zoning ordinances.

Together *with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.*

To Have and to Hold, *the same in fee simple forever.*

And *the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances*

(CORPORATE SEAL)

In Witness Whereof *the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.*

ATTEST:..... Secretary

TOMPKINS HERITAGE HOMES, INC.

Signed, sealed and delivered in the presence of:

.....

By..... President

.....

STATE OF FLORIDA
COUNTY OF VOLUSIA }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,

personally appeared

well known to me to be the President and respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this day of , A. D. 19

RECEIPT AND ACKNOWLEDGMENT

(I) (We) hereby acknowledge that (I) (we) have received a copy of the Bryan Cave Estates Homeowner's Association, Inc. Document Book which consists of the following:

Exhibit A	Information Sheet
Exhibit B	Declaration of Covenants, Conditions and Restrictions
Exhibit C	Articles of Incorporation
Exhibit D	By-Laws
Exhibit E	Budget
Exhibit F	Deed for Common Areas
Exhibit G	Sample Deed for Buyer

The undersigned fully acknowledge and understand that the Declaration of Covenants, Conditions and Restrictions contains lien rights upon the dwelling unit as security for the Homeowner's Association's assessments for maintenance and operation of the common areas in Bryan Cave Estates.

Unit Number:_____ Purchaser:_____

Date:_____ Purchaser:_____