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DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS AND EASEMENTS  
FOR  
CONWAY LANDINGS

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ORANGE COUNTY, FL., 200 SO. ROSALIND AVE.

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS AND EASEMENTS  
FOR  
CONWAY LANDINGS

OR 4079 PG 2879

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS AND EASEMENTS FOR CONWAY LANDINGS

OR4079FG2882

THIS DECLARATION is made this 13 day of February, 1989 by M/I SCHOTTENSTEIN HOMES, INC., a Delaware corporation qualified to transact business in the State of Florida (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of that certain real property located in Orange County, Florida described in section 2.1 hereinbelow; and

WHEREAS, the Developer intends to develop the real property described in section 2.1 hereinbelow as a single-family, residential development known as "Conway Landings";

NOW, THEREFORE, the Developer hereby declares that the real property described in section 2.1 hereinbelow shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations and easements, which are for the purpose of protecting the value and desirability of, and which will run with, said real property and be binding upon all parties having any right, title or interest in said real property or any part thereof, their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

The following terms used in this Declaration (unless the context shall expressly prohibit) shall have the following meanings:

Section 1.1 "Articles" shall mean the Articles of Incorporation of the Association (as defined hereinbelow). A copy of the initial Articles is attached hereto as Schedule "A" and made a part hereof. sch A

Section 1.2 "Association" shall mean and refer to Conway Landings Homeowners' Association, Inc., a Florida corporation not for profit, and its successors and assigns.

Section 1.3 "Board" shall mean the Board of Directors of the Association.

Section 1.4 "Bylaws" shall mean the Bylaws of the Association. A copy of the initial Bylaws is attached hereto as Schedule "B" and made a part hereof. sch B

Section 1.5 "Common Property" shall mean and refer to those tracts designated by the Developer as Common Property and dedicated to the Association on any recorded subdivision plat of the Properties (as defined hereinbelow), together with such other property, both real and personal, which may be acquired by the Association by purchase, gift, lease or otherwise.

Section 1.6 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, Reservations and Easements, and all amendments thereto and modifications thereof as may be recorded in the Public Records of Orange County, Florida.

Section 1.7 "Conway Landings" shall mean the single-family, residential development known as "Conway Landings" which the Developer intends to develop on the real property described in section 2.1 hereinbelow.

Section 1.8 "Developer" shall mean M/I Schottenstein Homes, Inc., a Delaware corporation, and its successors and assigns by merger, consolidation or by purchase or acquisition of all or substantially all of its assets or by purchase or acquisition of all or substantially all of its interest in the Properties. A builder, contractor or other person who purchases one or more Lots for the purpose of constructing dwelling units thereon shall not be deemed to be the "Developer".

Section 1.9 "Institutional Mortgagee" means (a) any state or federal savings bank, commercial bank or savings and loan association, real estate investment trust, or insurance or mortgage banking company doing business in the State of Florida; and (b) any so-called "secondary mortgage market institution", including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing; and (c) any pension or profit-sharing plan or any lending or investing institution generally and customarily recognized as being engaged, in the ordinary course of business, in making, holding, issuing or guaranteeing first mortgage real estate loans; and (d) the Developer to the extent the Developer shall hold a mortgage or any portion of the Properties, and all successors, assigns and transferees of the Developer who shall own or hold any mortgage originally executed and delivered to, and owned and held by, the Developer.

Section 1.10 "Landscape Buffer" shall mean and refer to certain fifteen feet (15') wide strip of real property located on each Lot adjacent to Simmons Road, as depicted on any recorded subdivision plat of the Properties which is now of record or may hereafter be recorded in the Public Records of Orange County, Florida.

Section 1.11 "Lot" shall mean and refer to any lot on the recorded subdivision plat of the Properties, which plat is

now of record or may hereafter be recorded in the Public Records of Orange County, Florida, and any lot shown upon any resubdivision of any such plat, with the exception of the Common Property and any tracts which are dedicated on the plat or otherwise conveyed to Orange County, Florida or any other governmental entity, agency or authority.

Section 1.12 "Member" shall mean and refer to all of those Owners (as defined hereinbelow) who are members of the Association as provided in sections 4.1 and 4.2 hereinbelow.

Section 1.13 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.14 "Properties" shall mean and refer to the real property described in section 2.1 hereinbelow, and such additions thereto as may hereafter be made subject to this Declaration and brought within the jurisdiction of the Association.

ARTICLE II - PROPERTY SUBJECT TO THIS  
DECLARATION; ADDITIONAL PROPERTY

Section 2.1 Legal Description. The initial real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Orange County, Florida and is more particularly described as follows:

Lots 1 through 59, inclusive, CONWAY LANDINGS, according to the plat thereof as recorded in Plat Book 23, page 84-85, Public Records of Orange County, Florida;

all of which real property and all additions thereto are herein referred to collectively as "Properties".

Section 2.2 Additional Property. Additional lands may also be annexed to the Properties upon the consent of not less than two-thirds (2/3) of each class of Members.

Section 2.3 Supplemental Declaration. Any addition authorized by section 2.2 hereinabove shall be made by the filing of record of one or more supplemental declarations with respect to the additional property. Each supplemental declaration shall contain the following:

- (a) A reference to this Declaration;
- (b) Identification of the Developer of the supplemental declaration;

(c) An expression of intent to submit the real property described therein to be a portion of the Properties under this Declaration and to the uniform scheme of development of this Declaration and to the jurisdiction of the Association;

(d) A statement that the real property that is the subject of the supplemental declaration constitutes additional property which is to become a part of the Properties; and

(e) A description of that portion, if any, of the additional property that is to constitute Common Property in accordance with the provisions hereof.

In addition, a supplemental declaration may contain such additions to or modifications of the provisions hereof applicable to the additional property that may be necessary to reflect the different character, if any, of the additional property that is the subject of the supplemental declaration. Any such supplemental declaration shall become effective upon being recorded in the Public Records of Orange County, Florida.

#### ARTICLE III - PROPERTY RIGHTS

Section 3.1 Common Property. The Common Property shall include "Tract 3" as shown and described on the recorded subdivision plat of the Properties, which plat is now of record or may hereafter be recorded in the Public Records of Orange County, Florida. As shown on the plat, Tract 3 is to be used for open space, signage and landscaping purposes, and shall be owned and maintained by the Association.

The Common Property shall be conveyed or assigned to the Association for the joint and several use, in common of the Owners of all Lots that may from time to time constitute part of the Properties, in the manner specified herein. The Developer shall have the right from time to time to enter upon the Common Property during periods of construction upon adjacent properties, and for the purpose of construction of any facilities on the Common Property that the Developer elects to build, and the Developer shall have the right to use the Common Property for sales, displays and signs during the period of construction and sales of all of the land owned by the Developer within the Properties.

Section 3.2 Owners' Easements of Enjoyment. Every Owner shall have a right and easement for the use and enjoyment of the Common Property in common with all other Owners, which shall be appurtenant to and shall pass with the title to every Lot. Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment of the Common Property to such Owner's family, tenants or contract purchasers who reside on such Owner's Lot.



The rights of use and enjoyment of the Common Property are hereby made subject to the following superior rights:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Property.

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

(c) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Property and all facilities at any time situated thereon. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(d) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of Members has been recorded and unless such dedication is agreed to by the applicable public agency, authority or utility, and unless such dedication as accepted in writing by the governing body of the applicable public agency, authority or utility.

Section 3.3 Maintenance. The Association shall at all times maintain in good repair, operate, manage and insure, and shall replace as often as necessary, the Common Property and any landscaping and improvements, except utilities, situated on the Common Property (upon completion of construction by the Developer), all such work to be done as ordered by the Board.

Section 3.4 Landscape Buffer. The Association shall maintain, replace and care for all landscaping upon and within the Landscape Buffer. The Developer does hereby give and grant unto the Association a perpetual easement for the installation, maintenance, removal, replacement, care and treatment of all landscaping upon and within the Landscape Buffer, together with full right and authority of the Association, its officers, agents and employees, to enter upon the Landscape Buffer for the installation, maintenance, removal, replacement, care and treatment of all landscaping thereon as it may deem necessary and proper. All landscaping, trees, grass, plants and plant material for the development of the Landscape Buffer shall be installed,

developed, replaced and maintained in accordance with the requirements and standards of Orange County, Florida.

No buildings, fences or structures of any nature shall be built, maintained, created, erected or placed within the Landscape Buffer, and the Association shall have the right to remove and clear and keep clear all buildings, fences, structures or materials from and out of and away from the Landscape Buffer. No Owner (including Owners of Lots on which the Landscape Buffer is located) shall in any manner destroy, damage, remove or interfere with any landscaping, trees, grass, plants or plant materials which may be placed or established by the Association within the Landscape Buffer, or in any manner obstruct, impede or interfere with the rights and duties of the Association as to such Landscape Buffer and its right of ingress and egress thereto.

The Developer does hereby reserve unto itself an easement for the installation, maintenance, removal, replacement and repair of entry features, and promotional signs, flags and banners upon and within the Landscape Buffer until such time as the Developer has completed construction of and sold all homes planned for construction in all planned phases of Conway Landings. The Developer does hereby reserve unto itself a perpetual easement in gross for the installation, maintenance, removal, replacement and repair of any permanent entry signage and features that are consistent with Orange County, Florida sign regulations.

Section 3.5 Utility Easement. There is hereby created a blanket easement upon, across, over, through and under the Properties for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to, water, sewer, gas, telephone, electricity, drainage, television, cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on the Properties, to excavate for such purpose and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of all buildings providing such company restores disturbed areas to the condition in which they were found. This easement shall in no way affect any other dedicated or recorded utility easements covering the Properties. Public and private utilities may be installed underground in the Common Property when necessary to the service of the Properties.

#### ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

Section 4.1 Membership. 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. Transfer of Lot ownership either voluntarily or by operation of law shall

terminate membership in the Association, and said membership shall thereupon be vested in the transferee.

Section 4.2 Voting. The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all Owners, with the exception of the Developer (as long as the Class B membership shall exist and thereafter the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and 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 such Lot.

(b) Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and terminate upon the happening of either of the following events, whichever occurs earlier:

(1) The sale and conveyance of seventy-five percent (75%) of the Lots developed or to be developed in Conway Landings; or

(2) Five (5) years after the date of the recording of this Declaration in the Public Records of Orange County, Florida; or

(3) At any time prior to that date at the election of the Developer.

(c) Proviso. Notwithstanding the foregoing or anything contained in this Declaration to the contrary, the Developer shall have the right to elect a majority of the Board until the occurrence of either of the events set forth in subsections 4.2(b)(1), (2) or (3) hereinabove, whereupon the then existing Class A Members shall be obligated to elect the Board and assume control of the Association.

ARTICLE V - COVENANTS FOR  
MAINTENANCE ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation for Assessments. Except as provided in section 5.11 hereinbelow, the Developer for each Lot owned by it within the Properties hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance, operation, management and insurance of the Common Property and the Landscape Buffer as

provided in article III hereinabove, including such reasonable reserves as the Association may deem necessary, and special assessments as provided in section 5.4 hereinbelow, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest, costs and attorneys' fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest and costs of collection thereof as hereinafter provided, also shall be the personal obligation of the person who was the Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance, operation, improvement, management and insurance of the Common Property and the Landscape Buffer as provided in article III hereinabove, and to promote the health, safety, welfare and recreational opportunities of the residents of the Properties.

Section 5.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Eighty-Six and No/100 Dollars (\$186.00) 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 and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 5.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized in section 5.1 hereinabove, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property, provided that any such special assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5.5 Notice and Quorum for Any Action Authorized Under Sections 5.3 and 5.4. Written notice of any meeting called for the purpose of taking any action authorized under section 5.3 or 5.4 hereinabove shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.6 Uniform Rate of Assessment. Except as provided in sections 5.7 and 5.11 hereinbelow, both annual and special assessments must be fixed at a uniform rate for all Lots within the Properties and those that may in the future be subjected to the Declaration.

Section 5.7 Date of Commencement of Annual Assessments; Due Dates. The annual Lot assessments provided for in this article V shall commence on the first day of the month next following the issuance of a certificate of occupancy as to improvements constructed upon such Lot, or six (6) months after such Lot has been conveyed by the Developer, whichever event shall first occur.

The annual assessments shall be payable in monthly installments, or in annual or quarter-annual installments if so determined by the Board. The assessment amount may be changed at any time by the Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment shall be for the calendar year, but the amount of any assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment under section 5.4 hereinabove shall be fixed in the Board resolution authorizing such assessment.

Section 5.8 Duties of the Board. The Board shall fix the amount of the annual assessment against each Lot for each assessment period at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall thereupon be sent to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period. The Association shall upon demand, and for a reasonable charge, furnish a certificate in writing signed by an officer of the Association, setting forth whether the assessments have been paid as to any particular Lot. A properly executed certificate

of the Association as to the status of assessments on a Lot shall be binding on the Association as of the date of its issuance.

Section 5.9 Effect of Nonpayment of Assessment; Remedies of the Association. If any installment of an assessment is not paid within thirty (30) days after the due date, the amount due shall bear interest from the date when due until paid at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may record a claim of lien against the property on which the assessments are unpaid, or may foreclose the lien against the property on which the assessments are unpaid, or pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action shall be added to the amount of such assessments and interest, and in the event a judgment is obtained, such judgment shall include all such sums as hereinabove provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

Section 5.10 Subordination of the Lien. The lien of and for the assessments provided for in this article V shall be junior, inferior and subordinate in all respects to the lien of any bona fide first mortgage held by an Institutional Mortgagee upon a particular Lot. The sale, transfer or conveyance of any particular Lot shall not affect the effectiveness, viability or priority of any assessment lien or the personal liability of the Owner of such Lot for payment of any assessment; provided, however, that the sale, transfer or conveyance of title to a particular Lot pursuant to judicial proceedings in foreclosure of a bona fide first mortgage on such Lot held by an Institutional Mortgagee shall extinguish the lien of such assessments (but not the personal liability of the Owner of such Lot) as to payment on account thereof which become due and payable prior to such sale, transfer or conveyance. However, no such foreclosure sale, transfer or conveyance shall relieve such Lot or the Owner of such Lot from the liability and lien for the payment of any assessments accruing or becoming due and payable subsequent to such sale, transfer or conveyance. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this section 5.10 shall be deemed to be an assessment divided among, payable by and a lien against all Lots as provided in section 5.1 hereinabove, including the Lot as to which the sale, transfer or conveyance pursuant to foreclosure proceeding took place.

Section 5.11 Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this Declaration, for so long as the Developer is the Owner of any Lot or undeveloped property within the Properties, the Developer shall not be liable for assessments against such Lots, provided that the Developer funds an amount equal to the amount of operating

expenses of the Association (exclusive of reserves and management fees) incurred during such period of time not produced by assessments against the remaining Lots. The Developer may at any time and from time to time commence paying assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits, but may at any time thereafter and from time to time again elect to follow the procedure specified in the preceding sentence. When all Lots within the Properties are sold and conveyed to purchasers, the Developer shall have no further liability of any kind to the Association for the payment of assessments or deficits.

Section 5.12 Conveyance; Dedication. All portions of the Properties conveyed or dedicated to and accepted by a local governmental authority and all Common Property shall be exempt from the assessments created herein, except that no Lot devoted to dwelling use shall be exempt from these assessments.

Section 5.13 Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments, shall at all time be kept and maintained in interest-bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Section 5.14 Real Estate Taxes. In the event the Common Property and any facilities owned by the Association are taxed separately from the Lots, the Association shall include such taxes as a part of annual assessments.

#### ARTICLE VI - RULES AND REGULATIONS

Section 6.1 Compliance by Owners. Every Owner and his tenants, guests, invitees and agents shall comply with any and all rules and regulations adopted by the Association as contemplated in section 3.2 hereinabove.

Section 6.2 Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Association shall have the right to suspend voting rights and use of any recreational facilities as provided in section 3.2 hereinabove.

Section 6.3 Initial Rules and Regulations. The initial rules and regulations of the Association are attached hereto as Schedule "C" and made a part hereof, which initial rules and regulations may be modified, in whole or in part, at any time by the Board.

Sch  
C.

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## ARTICLE VII - PROTECTIVE COVENANTS

Section 7.1 Residential Use. The Properties are being developed as a residential community of single-family homes, and not as an adult community. Each Lot shall be used solely for single-family, residential purposes, and no more than one (1) residence may be located on any one (1) Lot. Nothing contained herein shall restrict an Owner's right to lease a residence for residential purposes.

Section 7.2 Residences. Each residence constructed in the Properties shall contain at least 900 square feet of heated and cooled floor area, exclusive of garages, carports, porches and patios.

Section 7.3 Nuisance. An Owner, his family, guests and tenants shall not do or keep and shall not cause anything to be done or kept on his Lot which shall constitute a nuisance under the laws of the State of Florida or which will obstruct or interfere with the rights of other Owners or the Association by unreasonable noises, odors or otherwise; nor shall an Owner, his family, guests and tenants commit or permit any nuisance, immoral or illegal act within the Properties.

Section 7.4 No Drilling. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Properties, nor shall oil wells, tracks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Properties.

Section 7.5 Compliance With Laws. Each portion of the Properties will be subject to and the Association and each Owner will conform to, comply with and observe all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, Orange County, Florida and any and all other governmental and public authorities, boards or officers of the same relating to the Properties, any improvements thereon, or the use thereof.

Section 7.6 Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration or the rules and regulations shall be interpreted or construed to prevent the Developer, its transferees, or its or their contractors or subcontractors, from doing or performing on all or any part of the Properties actually owned or controlled by the Developer, its transferees, or its or their contractors or subcontractors, as the case may be, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of the Properties, including, without limitation:



(a) Erecting, constructing and maintaining thereon such structures and vehicles as may be reasonably necessary for the conduct of the Developer's business of completing and establishing the Properties as a residential community and disposing of the same in parcels by sale, lease or otherwise;

(b) Conducting thereon its or their business of completing and establishing the Properties as a residential community and disposing of the Properties in parcels by sale, lease or otherwise; and

(c) Maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease or other transfer of the Properties in parcels.

Provided, however, that operations being conducted under subsections (a), (b) and (c) immediately hereinabove shall be permitted only upon those parts of the Properties owned or controlled by the party causing or conducting said operations. As used in this section, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

#### ARTICLE VIII - ARCHITECTURAL CONTROL

In order to preserve the values and appearance of Conway Landings, the following architectural controls and restrictions upon the Properties are hereby established:

Section 8.1 Requirement of Board Approval. Except for buildings and other structures and improvements (including landscaping and plantings) constructed, installed or placed by or with the approval of the Developer, and additions, alterations, modifications and changes thereto made by or with the approval of the Developer, no building, structure or improvement of any kind (including landscaping and plantings) shall be constructed, installed, placed or maintained on any portion of the Properties, nor shall any exterior addition or alteration, modification or change thereto be made, without the prior written approval of the Board.

Section 8.2 Method of Obtaining Board Approval. In order to obtain the approval of the Board, two (2) complete sets of plans and specifications for proposed construction, landscaping or alteration shall be submitted to the Board for its review. Such plans and specifications shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans and approximate cost of the proposed improvements, and the nature, type and color of materials to be used. The Board may also require the submission of additional information and materials as may be reasonably necessary for the Board to evaluate the proposed construction, landscaping or alteration. The Board shall evaluate all plans and specifica-

tions utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. The Board shall not be responsible for reviewing or approving any proposed plans and specifications from the standpoint of structural safety or conformance with building codes.

Section 8.3 Approval or Disapproval by the Board. The Board shall have the right to refuse to approve any proposed plans or specifications which, in its sole discretion, are not suitable or desirable. Any and all approvals or disapprovals of the Board shall be in writing and shall be sent to the Board and the respective Lot Owner, as applicable. In the event the Board fails to approve or to disapprove in writing any and all other reasonably requested information and materials related thereto, then said plans and specifications shall be deemed to have been approved by the Board and the appropriate written approval delivered forthwith.

Section 8.4 Criteria; Fees; Architectural Control  
The Board may promulgate such further rules, regulations, criteria and standards as it deems necessary and adopt a schedule of reasonable fees for the processing of applications to the Board. The Board may delegate its rights and responsibilities under this article VIII to an architectural control committee appointed by the Board. Rules

#### ARTICLE IX - GENERAL PROVISIONS

Section 9.1 Duration. The covenants, conditions, restrictions and easements imposed by this Declaration shall run with and bind the Properties for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds (2/3rds) of the Lots agreeing to terminate this Declaration has been recorded. No such agreement to revoke shall be effective unless made and recorded one (1) year in advance of the effective date of termination and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 9.2 Notice. Any notice or other communication required or permitted to be given or delivered hereunder to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and in the absence of any specific address at the address of any Lot owned by such Owner; (ii) the Developer at 901 North Lake Destiny Drive, Suite 185, Maitland, Florida 32751, or such other address or addresses as the Developer shall hereafter notify the Association of in writing, any such notice to the

Association of a change in the Developer's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address for the Developer as reflected by the Association's records.

Upon receipt by the Association from any Institutional Mortgagee of a copy of the mortgage held by such Institutional Mortgagee on a Lot, together with written request therefor from such Institutional Mortgagee, the Association shall timely send to such Institutional Mortgagee the following:

(a) A copy of any notice of a meeting of the Association or of the Board which is thereafter sent to the Owner of such Lot; and

(b) A copy of any financial statement of the Association which is thereafter sent to the Owner of such Lot; and

(c) Written notice of any termination by the Association of any professional management of the Common Property, and the assumption by the Association of the self-management of the Common Property; and

(d) Thirty (30) days' prior written notice of the cancellation or termination by the Association of any policies of insurance covering the Common Property, or any fidelity bonds of the Association for its officers, directors or employees, as well as copies of any notices of cancellation received by the Association with respect thereto; and

(e) Written notice of any damage or destruction to the improvements located on the Common Property which gives rise to net insurance proceeds therefor being available for distribution to the Owners of the Lot encumbered by the mortgage of such Institutional Mortgagee; and

(f) Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Common Property; and

(g) Written notice of any material amendment to or the termination of this Declaration in accordance with the terms hereof.

The failure of the Association to send any such notice to any Institutional Mortgagee shall not have any effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

Section 9.3 Incorporation of Declaration. Any and all deeds conveying a Lot or any other portion of the Properties shall be conclusively presumed to have incorporated herein all of

the terms and conditions of this Declaration, whether or not the incorporation of the terms and conditions of this Declaration is specifically set forth by reference in such deed, and acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of this Declaration.

Section 9.4 Enforcement. The Association, the Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Developer or any Owner to enforce any covenant, restriction, condition, reservation or easement herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.5 Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the reservations, conditions, covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of any instrument executed by the Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, by approval at a meeting of the Owners holding not less than two-thirds (2/3rds) of the votes of the membership of the Association, provided that so long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. Any amendment must be recorded.

Section 9.6 Condemnation. In the event all or part of the Common Property shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation issues affecting such property. The Owners may, by a vote of three-fourths (3/4ths) of the votes of the membership of the Association, agree to distribute the proceeds of any condemnation or taking by eminent domain, and if the Owners shall not so agree such proceeds shall be added to the funds of the Association.

Section 9.7 Subordination. The Developer and the Association agree that their respective interests as provided for in this Declaration shall be and are subordinated to the lien, encumbrance and operation of any existing (as of the date hereof) mortgages encumbering any portion of the Properties and any additional or replacement or subsequent mortgages obtained by the Developer for the purpose of financing the construction of improvements to take place upon any portion of the Properties. While the provisions of this paragraph are self-operative, the Association shall execute such instruments in recordable form as may be necessary or appropriate to evidence the foregoing subor-

dination of its interests to any such mortgages and shall do so forthwith upon request of the Developer.

Section 9.8 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 (to the extent required by either of such agencies): annexation of additional properties, dedication of the Common Property, and amendment of this Declaration.

Section 9.9 Attorneys' Fees. Any and all attorneys' fees and court costs which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed (by either general or special assessment) against and collectible from the Owner against whom such action was taken and shall be a lien against such Owner's Lot in favor of the Association. Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

Section 9.10 Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Members. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

Section 9.11 Interpretation. The Board shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Properties.

Section 9.12 Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board in the manner provided for in the Bylaws, unless the terms of this instrument expressly provide otherwise.

Section 9.13 Severability. In the event any of the provisions of this Declaration shall be deemed invalid or unenforceable by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any pro-

visions of this Declaration deemed invalid or unenforceable by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law.

Section 9.14 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and the Bylaws, and the Articles shall take precedence over the Bylaws.

Section 9.15 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 9.16 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Orange County, Florida.

Section 9.17 Law to Govern. This Declaration shall be governed by and shall be construed under and in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Developer has executed this Declaration as of the day and year first above written.

Signed, sealed and delivered in the presence of:

DEVELOPER

M/I SCHOTTENSTEIN HOMES, INC.

Miriam Fowler Enrich  
Richard R. Stepten  
As to the Developer

BY: [Signature]  
Steven Schottenstein, Vice President

(CORPORATE SEAL)

STATE OF FLORIDA

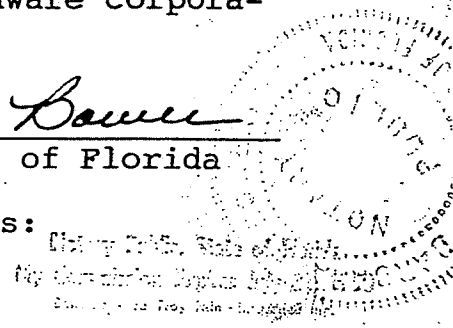
OR 4079 PG 2899

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13 day of February, 1989, by STEVEN SCHOTTENSTEIN, Vice President of M/I SCHOTTENSTEIN HOMES, INC., a Delaware corporation, on behalf of the corporation.

Barbara E. Bauer  
Notary Public, State of Florida

My Commission Expires:



SCHEDULE "A"  
ARTICLES OF INCORPORATION  
OF  
CONWAY LANDINGS HOMEOWNERS' ASSOCIATION

---

In compliance with the requirements of chapter 617, Florida Statutes, the undersigned incorporators have this day voluntarily associated themselves together for the purpose of forming a Florida corporation not for profit and do hereby adopt the following Articles of Incorporation.

ARTICLE I

NAME

The name of the corporation is Conway Landings Homeowners' Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II

REGISTERED OFFICE

The registered office of the Association is located at 901 North Lake Destiny Drive, Suite 185, Maitland, Florida 32751.

ARTICLE III

REGISTERED AGENT

Steven Schottenstein, whose address is 901 North Lake Destiny Drive, Suite 185, Maitland, Florida 32751, is hereby appointed the initial/registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the members thereof (hereinafter referred to individually as a "Member" and collectively as "Members"), and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the residential Lots and the Common Property (as defined in the Declaration referred to hereinbelow) within that certain tract of real property located in Orange County, Florida described as follows:

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Lots 1 through 59, inclusive, and Tract 3, CONWAY LANDINGS, according to the plat thereof as recorded in Plat Book 23, pages 84~~85~~ through 85, Public Records of Orange County, Florida;

and such additional Lots and Common Property as may be submitted to the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Conway Landings (hereinafter referred to as the "Declaration") and brought within the jurisdiction of this Association pursuant to the Declaration, and to promote the health, safety and welfare of the residents within the real property described hereinabove and any additions thereto as may hereafter be brought within the jurisdiction of the Association. For these purposes the Association shall have the following powers:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration applicable to said real property and recorded or to be recorded in the Public Records of Orange County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) To 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) To 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) To borrow money, and with the assent of two-thirds (2/3rds) 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) To dedicate, sell or transfer all or any part of the Common Property 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 (2/3rds) of each class of Members, agreeing to such dedication, sale or transfer;



(f) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Property, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of Members, except where otherwise provided in the Declaration; and

(g) To have and to exercise any and all powers, rights and privileges which a corporation organized under chapter 617, Florida Statutes, by law may now or hereafter have 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 to assessment by the Association, including contract sellers, shall be a Member of the Association and, upon becoming such record owner, shall be admitted to and become 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

### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners (as defined in the Declaration). with the exception of the Developer (as defined in the Declaration) (as long as the Class B membership shall exist and thereafter the Developer shall be a Class A Member to the extent it would otherwise qualify). Class "A" Members 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, and 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 such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and terminate upon the happening of either of the following events, whichever occurs earlier:

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(a) The sale and conveyance of seventy-five percent (75%) of the Lots developed or to be developed in Conway Landings (as defined in the Declaration).

(b) Five (5) years after the date of the recording of the Declaration in the Public Records of Orange County, Florida; or

(c) At any time prior to that date at the election of the Developer.

Notwithstanding the foregoing or anything contained in these Articles to the contrary, the Developer shall have the right to elect a majority of the Board until the occurrence of either of the events set forth in subparagraphs (a), (b) or (c) hereinabove, whereupon the then existing Class A Members shall be obligated to elect the Board and assume control of the Association.

#### ARTICLE VII

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors (hereinafter referred to as the "Board"), consisting of not less than three (3) nor more than nine (9) directors, who need not be members of the Association. The directors shall be elected annually. The number of directors shall be established by a vote of the Members at the annual meeting of the Association. The initial Board shall consist of three (3) directors. The names and addresses of the persons who are to serve as directors until the selection of their successors are:

| <u>NAME</u>          | <u>ADDRESS</u>   |
|----------------------|--|
| Steven Schottenstein | 901 North Lake Destiny Drive<br>Suite 185<br>Maitland, Florida 32751 |
| Shelley E. Eddy      | 901 North Lake Destiny Drive<br>Suite 185<br>Maitland, Florida 32751 |
| Katherine Cortes     | 901 North Lake Destiny Drive<br>Suite 185<br>Maitland, Florida 32751 |

#### ARTICLE VIII

##### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class of Members. Upon dissolution of the Association,

other than incident to a merger or consolidation, the assets of the Association may be offered to be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually, unless dissolved in accordance with article VIII hereinabove.

ARTICLE X

INCORPORATORS

The name and address of each incorporator is as follows:

| <u>NAME</u>          | <u>ADDRESS</u>   |
|----------------------|--|
| Steven Schottenstein | 901 North Lake Destiny Drive<br>Suite 185<br>Maitland, Florida 32751 |
| Shelley E. Eddy      | 901 North Lake Destiny Drive<br>Suite 185<br>Maitland, Florida 32751 |
| Katherine Cortes     | 901 North Lake Destiny Drive<br>Suite 185<br>Maitland, Florida 32751 |

ARTICLE XI

AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board shall adopt a resolution setting forth the proposed amendment, and, if any Members have been admitted, directing that it be submitted to a vote at a meeting of the Members, which may either be the annual or a special meeting. If no Members have been admitted, the amendment shall be adopted by a vote of a majority of the directors and the provision for adoption by Members shall not apply.

(b) Not less than ten (10) days nor more than sixty (60) days before the date of the meeting, written notice setting forth the proposed amendment or a summary of the changes

to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

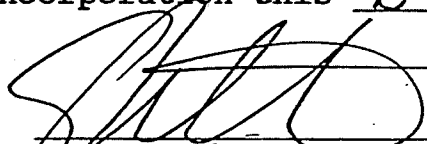
(c) At such meeting a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of two-thirds (2/3rds) of the votes of each class of Members and the affirmative vote of two-thirds (2/3rds) of the votes of all Members entitled to vote thereon.

ARTICLE XII

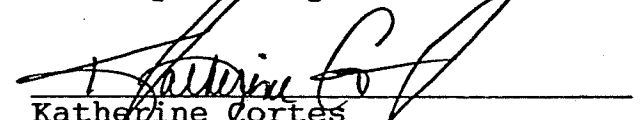
FHA/VA APPROVAL

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 (to the extent required by either of such agencies): annexation of additional properties, mergers and consolidations, mortgaging of Common Property, dedication of Common Property, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 13 day of February, 1989.

  
\_\_\_\_\_  
Steven Schottenstein

  
\_\_\_\_\_  
Shelley E. Eddy

  
\_\_\_\_\_  
Katherine Cortes

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STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me  
this 13 day of February, 1989, by STEVEN SCHOTTENSTEIN.

Barbara E. Bower  
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires July 31, 1990  
Bonded Thru Troy Fain - Insurance Inc.

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me  
this 13 day of February, 1989, by SHELLEY E. EDDY.

Barbara E. Bower  
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires July 31, 1990  
Bonded Thru Troy Fain - Insurance Inc.

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me  
this 13 day of February, 1989, by KATHERINE CORTES.

Barbara E. Bower  
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires July 31, 1990  
Bonded Thru Troy Fain - Insurance Inc.

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SCHEDULE "B"

BYLAWS

OF

CONWAY LANDINGS HOMEOWNERS' ASSOCIATION, INC.

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ARTICLE I

IDENTITY

These are the bylaws of Conway Landings Homeowners' Association, Inc., a Florida corporation not for profit, organized pursuant to chapter 617, Florida Statutes, for the purpose of administering and enforcing the provisions of the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Conway Landings.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the Conway Landings Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns. For convenience, these Bylaws of the Association are hereinafter referred to as the "Bylaws", the Articles of Incorporation of the Association are hereinafter referred to as the "Articles" and the Board of Directors of the Association is hereinafter referred to as the "Board".

Section 2. "Properties" shall mean and refer to that certain real property described in section 2.1 of the Declaration (as defined hereinbelow), and such additions thereto as may hereafter be made subject to the Declaration and brought within the jurisdiction of the Association.

Section 3. "Common Property" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and such other Property as is defined as "Common Property" under the Declaration.

Section 4. "Lot" shall mean and refer to any lot on the recorded subdivision plat of the Properties, which plat is now of record or may hereafter be recorded in the Public Records of Orange County, Florida, and any lot shown upon any resubdivi-

sion of any such plat, with the exception of the Common Property and any tracts which are dedicated on any such plat or otherwise conveyed to Orange County, Florida or any other governmental entity, agency or authority.

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

Section 6. "Developer" shall mean and refer to M/I Schottenstein Homes, Inc., a Delaware corporation, and its successors and assigns by merger, consolidation or by purchase or acquisition of all or substantially all of its assets or by purchase or acquisition of all or substantially all of its interest in the Properties. A builder, contractor or other person who purchases one or more Lots for the purpose of constructing dwelling units thereon shall not be deemed to be the "Developer".

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements applicable to the Properties, and all amendments thereto and modifications thereof as may be recorded in the Public Records of Orange County, Florida.

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

### ARTICLE III

#### PRINCIPAL OFFICE

The principal office of the Association shall be at 901 North Lake Destiny Drive, Suite 185, Maitland, Florida 32751.

### ARTICLE IV

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. 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. Transfer of Lot ownership either voluntarily or by operation of law shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee.

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

(a) Class A. Class A members shall be all Owners with the exception of the Developer (as long as the Class B membership shall exist and thereafter the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be Members, and 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 such Lot.

(b) Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and terminate upon the happening of either of the following events, whichever occurs earlier:

(1) The sale and conveyance of seventy-five percent (75%) of the Lots developed or to be developed in Conway Landings; or

(2) Five (5) years after the date of recording the Declaration in the Public Records of Orange County, Florida; or

(3) At any time prior to that date at the election of the Developer.

(c) Proviso. Notwithstanding the foregoing or anything contained in these Bylaws to the contrary, the Developer shall have the right to elect a majority of the Board until the occurrence of either of the events set forth in subsections 2(b) (1), (2) or (3) hereinabove, whereupon the then existing Class A Members shall be obligated to elect the Board and assume control of the Association.

#### MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one 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. If the day for the annual meeting of the Members is a Saturday, Sunday or legal holiday, the meeting will be held at the same hour on the first day thereafter which is not a Saturday, Sunday or legal holiday.

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Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board and must be called by the secretary upon written request of the Members who are entitled to vote one-fourth (1/4th) 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. 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 VI

### BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 1. Number, Term. The property, business and affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) directors, who need not be Members of the Association. The first Board shall be composed of three (3) persons named in the Articles. At each annual meeting, the Members shall first determine the number of directors which shall comprise the Board for the coming year, and then elect the number of directors so determined.

Section 2. 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 directors on the Board and shall serve for the unexpired term of his predecessor.

Section 3. 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.

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Section 4. 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 VII

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board shall be made from the floor at the annual meeting.

Section 2. Election. Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each director to be elected, 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 VIII

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. The first meeting of the duly elected Board shall be held for the purpose of organization immediately after the annual meeting of the Members, provided a quorum is present. If a quorum is not present at such time, the organizational meeting of the Board shall be held within fifteen (15) days after the annual meeting of the Members upon three (3) days' notice in writing to each Member of the Board elected, stating the time, place and purpose of such meeting. Thereafter, regular meetings of the Board shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

Section 4. Action Taken Without a Meeting. The Board 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 and consent of all directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

(c) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; and

(d) Employ a manager, an independent contractor or such other employees as the Board may deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board 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 (1/4th) of the Class A Members who are entitled to vote;

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

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

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

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

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

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

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

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

(g) Cause the Common Property to be maintained as provided in the Declaration.

## ARTICLE X

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board, 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 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) The president shall preside at all meetings of the Board; 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) 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) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board; and

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(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; 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 XI

### COMMITTEES

The Board may appoint an architectural control committee, as provided in the Declaration. In addition, the Board may appoint such other committees as it may deem appropriate in carrying out its purpose.

## ARTICLE XII

### BOOKS AND RECORDS

The books, papers and records of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member or by his duly appointed representative and by holders, insurers or guarantors of any first mortgage encumbering a Lot. The Declaration, the Articles and these Bylaws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost. The Board shall establish reasonable rules with respect to:

(a) notice to be given to the custodian of the records by any Member desiring to make the inspection;

(b) hours and days of the week when such inspection may be made; and

(c) payment of the cost of reproducing copies of the documents requested by a Member.

Every director of the Association shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association. The right of inspection by a Director shall include the right at his expense to make extra copies of documents. The holder of any first mortgage encumbering a Lot shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding year.

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## ARTICLE XIII

### 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 when due at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

## ARTICLE XIV

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the corporation, the word "Florida", the words "corporation not for profit", and the year of incorporation.

## ARTICLE XV

### AMENDMENTS

Section 1. These Bylaws 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.

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

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ARTICLE XVI

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of Conway Landings Homeowners' Association, Inc., have hereunto set our hands this 13 day of February, 1989.



Steven Schottenstein, Director



Shelley E. Eddy, Director



Katherine Cortes, Director

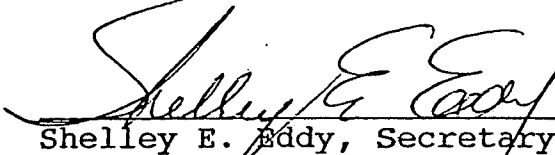
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Conway Landings Homeowners' Association, Inc., a Florida not for profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 13 day of February, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 13 day of February, 1989.



Shelley E. Eddy, Secretary