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RETURN TO:

This Instrument prepared by:  
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600 COURTLAND ST. SUITE 110  
ORLANDO, FLORIDA 32804

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DECLARATION OF COVENANTS AND RESTRICTIONS  
BRYN MAWR SOUTH, UNIT THREE  
A Planned Unit Development

THIS DECLARATION made this 7<sup>th</sup> day of October, 1982, by MASON-CASSILLY OF FLORIDA, INC., a Florida Corporation, hereinafter referred to as "Developer":

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain real property known as BRYN MAWR SOUTH, UNIT THREE, according to the plat thereof as recorded in Plat Book 11, Pages 95 and 96, Public Records of Orange County, Florida; and

WHEREAS, the above described real property shall hereinafter be referred to as the "Property"; and

WHEREAS, Developer desires to create on the Property a residential community of single family patio home residences with certain water retention, greenbelt, entrance, and recreation areas said areas being hereinafter collectively referred to as the "Common Properties"; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of the Common Properties and to this end, desires to subject the Property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, Developer deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which will be delegated and assigned the power of maintaining and administering the Common Properties; administering and enforcing the covenants and restrictions; collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall cause the Association referred to in Article I, to be incorporated as a non-profit corporation under the laws of the State of Florida for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens, sometimes hereinafter referred to as "covenants and restrictions", hereinafter set forth.

ARTICLE I

DEFINITIONS

SECTION 1. The following words when used in this Declaration or any supplemental declaration (unless the context shall otherwise prohibit), shall have the following meanings.

a. "Association" shall mean and refer to Bryn Mawr South Homeowners Association Unit #3, Inc., a Florida Corporation not for profit.

b. "Property" shall mean and refer to the Plat of Bryn Mawr, Unit Three, as recorded in Plat Book 11,

Pages 95 and 96, Public Records of Orange County, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

- c. "Common Property" shall mean all real property including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Property to be owned by the Association at the time of the conveyance of the first (1st) lot is described as follows:

The entrance area designated as Tract A; the Greenbelt areas designated as Tracts B and C; and the recreational and water retention areas designated as Tract D; of the plat of Bryn Mawr South, Unit Three, Plat Book 11, Pages 95 and 96, Public Records of Orange County, Florida.

The Common Property shall be free and clear of all encumbrances at the time of the conveyance of the First (1st) Lot comprising the Property.

- d. "Lot" shall mean and refer to any plot of land shown upon the plat of Bryn Mawr South, Unit 3, Plat Book 11, Pages 95 and 96, Public Records of Orange County, Florida, with the exceptions of Tracts A - D, inclusive.

- e. "Living Unit" shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single family.

- f. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and Living Unit which is situated upon the property; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to the Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

- g. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, below.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. The Property. The 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, to wit:

Bryn Mawr South, Unit Three, according to the plat thereof as recorded in Plat Book 11, Pages 95 and 96, Public Records of Orange County, Florida.

SECTION 2. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated

association, or alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation, pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the property together with the covenants and restrictions established upon any other properties as one overall plan or scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the property except as hereinafter provided.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. Membership. Every person or entity who is a record owner of a fee simple interest or undivided fee simple interest in any Lot, shall be a Member of the Association; provided, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

SECTION 2. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A: Class A Members shall be every person or entity who is a record owner of a fee simple interest or undivided fee simple interest in any Lot with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot.

Class B: Class B Members shall be the Developer and the Class B Member shall have THREE (3) votes for each Lot owned by said Member.

The Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- a. When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or
- b. On December 31, 1988.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned within the Property hereby covenants and each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges, and
- (2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided.
- (3) The Developer for each Lot owned within the Property hereby covenants to pay to the Association the Assessments set forth in paragraphs (1) and (2) above;

provided, however, until such time as the Developer has sold and closed SEVENTY FIVE PERCENT (75%) of the Living Units or coming on December 31, 1988, which ever shall first occur, the Developer shall have the option to pay no less than TWENTY FIVE PERCENT (25%) of the Lot Assessment

Any annual and special assessments from time to time remaining unpaid, together with interest, cost, and reasonable attorney's fees, shall be a charge on the Lot and shall be a lien upon the Lot against which each such assessment is made, as provided in Section 8 of this Article. Each such assessment together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

SECTION 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents and the Property and in particular for the maintenance of the Common Properties, including, but not limited to:

- a. Payment of operating expenses of the Association;
- b. Maintenance, improvement, and operation of water retention, open space, and greenbelt areas;
- c. Maintenance and improvement of entrance area;
- d. Maintenance, improvement, and operation of the recreation facilities and areas.
- e. Repayment of funds and interest thereon that have been or may be borrowed by the Association for any of the aforesaid purposes;
- f. Doing any other thing necessary or desirable in the judgment of said Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health, or safety hazards.

SECTION 3. Maximum Annual Assessments.

a. Annual Assessment. Until January 1st of the year immediately following the conveyance of the first (1st) Lot by the Developer, the maximum annual assessment shall be THREE HUNDRED NINETY SIX DOLLARS (\$396.00)

b. Increase in Annual Assessment. From and after January 1st of the year immediately following the conveyance of the first (1st) Lot by the Developer, the maximum annual assessment may be increased each year not more than TEN Percent (10 %) above the maximum assessment for the previous year without a vote of each class of membership. The maximum annual assessment may be increased above TEN PERCENT (10%) by a vote of TWO THIRDS (2/3) of each class of members who are voting in person or by proxy at a duly called meeting for this purpose, written notice of which shall be sent to all members at least THIRTY (30) days in advance and shall set forth the purpose of the meeting.

c. Special Assessments for Capital Improvements. In addition to the Annual Assessments, the Association may levy in any assessment year a Special Assessment, applicable to that year only. Said assessment shall be levied by the Association for the purposes set forth in Article IV, Section 2, 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 called for this purpose.

d. Notice and Quorum for any Action Authorized Under Sections b and c. Written notice of any meeting called for the purpose of taking any action authorized under Sections b and c 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 (1st) 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

e. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the First (1st) day of the month following the conveyance of the Common Property. The First (1st) Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at 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 date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

f. Effect of Non-Payment of Assessment. If any assessment are not paid on the date when due, then said assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereon as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the public records giving notice to all persons that the Association is asserting a lien upon the Lot.

If the assessment is not paid within Thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of TEN PERCENT (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment interest, the cost of the action, including legal fees whether or not judicial proceedings are involved and including legal fees and costs incurred on any appeal of a lower court decision.

g. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the Lot subject to assessment. The subordination shall not release such Lot from liability for any assessments now or hereafter due and payable.

h. Exempt Property. The following property subject to this

Declaration shall be exempt from the assessments, charges, and liens created herein: (i) all property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all common properties as defined herein; (iii) all property exempt from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or lien.

i. Uniform Rate of Assessment. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

#### ARTICLE V

##### ARCHITECTURAL REVIEW BOARD

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the subject property, nor shall any exterior addition to or change or alteration therein be made, until the plan and specifications showing the nature, kind, shape, height, materials, and location of the same, shall be submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

SECTION 1. Composition. The Developer, upon the recording of the Declaration, shall immediately form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", initially consisting of Three (3) persons designated by Developer. The ARB shall maintain this composition until control of the Association has been passed to the Owners other than the Developer. At such time the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board; provided, however, that in its selection, the Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board for so long as Developer owns any lots in the subject property or has not completed the general plan or development for the entire area owned by Developer, said general plan of development being more specifically described herein.

SECTION 2. Duties. The ARB shall have the following duties and powers:

a. To approve all buildings, fences, walls, pools, or other structures which shall be commenced, erected, or maintained upon the subject property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, kind, shape, height, materials, and location in relation to surrounding structures and topography;

b. To approve any such building plans and specifications and lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if, in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc., is not consistent with the development plan formulated by the Developer for the subject property or contiguous lands thereto;

c. To require to be submitted to it for approval any samples of building materials proposed or any other data or information

necessary to reach its decision;

d. In the event an Owner of any Lot in the properties shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors of the Association and after a Thirty (30) day notice by the Board of Directors to the Lot Owner of the maintenance deficiencies and upon the approval of Two Thirds (2/3) vote of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel to repair, maintain, and restore the lot and the exterior buildings and any other improvements directed thereon. The entry of such lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

#### ARTICLE VI

##### RESTRICTIVE COVENANTS

The subject Property shall be subject to the following restrictions, reservations, and conditions, which shall be binding upon the Developer and upon each and every Owner who shall acquire hereafter a Lot or any portion of the subject property, and shall be binding upon their respective heirs, personal representatives, successors, and assigns, as follows:

SECTION 1. Land Use. No Lot shall be used except for residential purposes, except that real estate brokers, owners, and their agents may show dwellings for sale or lease; but nothing shall be done on any Lot which may become a nuisance or unreasonable annoyance to the neighborhood. Every person, firm, or corporation purchasing a lot recognizes that the Developer, his agents or designated assigns, has the right to; (i) use the lots and houses erected thereon for sales offices, field construction offices, storage facilities, general business offices; and (ii) maintain furnished model homes on the lots which are open for public inspection, Seven (7) days per week for such hours as are deemed necessary. It is the express intention of this paragraph that the rights granted to the Developer to maintain sales offices, general business offices, and furnished model homes shall be restricted or limited to Developer's sale activities relating to the sale or lease of dwellings and lots in Bryn Mawr South, Unit #3, only.

SECTION 2. Dwelling Size. All Living Units shall have a minimum of One Thousand (1,000) square feet of living area. The floor space within the garage, a breezeway, a porch, or an unfinished storage utility room shall not be included within the living area for the purpose of determining the minimum allowable living area.

#### SECTION 3. Building Location.

a. Front yards shall not be less than 25 feet in depth measured from the front lot line to the front of any Living Unit.

b. Rear yards shall not be less than 20 feet in depth measured from the rear lot line to the rear of any Living Unit, exclusive of pool or patio.

c. Side yards shall be provided on each side of every Living Unit; provided, however, one of the side yards may be reduced to zero (0) feet and the opposite side yard shall not be less than 15 feet from such side lot line. The side yard distance between any portion of

the principal structure shall not be less than 15 feet in width.

d. All Living Units shall face to the front of the Lot, except in the case of corner lots, in which instance, said Living Unit may face towards either street (provided, however, corner Lot Living Units shall be setback no less than 25 feet from the front lot line and 20 feet from the side street lot line.

e. Setback shall be measured on a perpendicular to the lot line to the nearest support for the roof of the structure. Roof overhangs, ornamental and architectural features may be permitted to project into a setback area but the projection shall not exceed three (3) feet into the setback areas.

f. There shall be a five (5) foot wide maintenance easement adjacent to the building wall which is located on a zero (0) lot line. Roof overhangs, ornamental and architectural features may be permitted to project into said maintenance easement.

SECTION 4. Living Unit Characteristics. No Living Unit shall exceed thirty five (35) feet in height, nor exceed two (2) stories. Each Living Unit shall have a one (1) or two (2) car enclosed garage. No detached garage structure will be permitted. No garage, nor any portion thereof shall be converted into a living area. Building Lots with less than Fifty (50) feet of street frontage will only be permitted to have a single wide curb cut for the driveway in accordance with the City of Orlando Bureau of Engineering specifications. Building Lots with Fifty (50) feet or more of street frontage will be allowed a single or double width curb cut for the driveway. Each dwelling unit shall have at least two (2) off street parking spaces, one (1) of which must be behind the front building line.

SECTION 5. Exterior Materials. Only finished materials such as brick, stucco, painted concrete block, painted siding block, and wood shall be used for the exterior surfaces of buildings and structures on the side or sides exposed to the street.

SECTION 6. Signs. No sign shall be displayed with the exception of a maximum of one (1) "For Sale" sign upon each lot not exceeding 36" x 24", and shall otherwise comply with the City of Orlando sign ordinances and regulations.

SECTION 7. Game and Play Structures. All basketball backboards and any other fixed game and play structure shall be located at the rear of the dwelling, or on the side portion of corner lots within the setback lines. Treehouses or platforms of a like kind or nature will not be constructed on any part of the lot located in front of the rear line of a Living Unit constructed thereon.

SECTION 8. Fences. After appropriate written approvals have been received from the ARB of the Homeowners Association, Bureau of Planning and Zoning, and Bureau of Building Inspections of the City of Orlando, fences will be permitted, subject to the following restrictions:

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

b. Fences shall not be permitted beyond the front building line.



SECTION 9. Swimming Pools, Spas, or, Hot Tubs. After appropriate written approvals have been received from the ARB, Bureau of Planning and Zoning, and Bureau of Building Inspections of the City of Orlando, a swimming pool, spa, or hot tub may be permitted on a residential lot subject to the following restrictions:

- a. The swimming pool, spa, or hot tub shall be located on the rear of the building lot.
- b. Minimum side and rear setback shall be at least five (5) feet from a lot line.
- c. All swimming pools and spas, shall be enclosed by a fence as required by City Code, however, the fence must be in conformity with the requirements outlined in Section 8 hereof. Swimming pools and spas, including decking or apron areas, must be located so as to comply with the minimum side and rear setback requirements outlined in Section 9, b above.
- d. Pool screen enclosures and other similar structures, cannot exceed the height of the principal structure, and shall not extend beyond the established building envelope.

SECTION 10. Conditions of Building and Grounds. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the community as a whole or the specific area. This restriction shall apply before, during, and after construction.

SECTION 11. Subordination of Lot Liens to Mortgages. The lien of any assessment against a Lot described in this Declaration shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the lots. This subordination shall not release such Lot from liability for any assessment now or hereafter due and payable.

SECTION 12. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept at the rear of all Living Units or out of sight from the street. No burning of trash or other waste materials shall be permitted, except Developer, who after securing all applicable permits, shall during development, have the right to burn trash or other waste materials on the Property.

SECTION 13. Offensive Activity. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood; and, further no cows, cattle, goats, hogs, poultry or other like animals or fowl, shall be kept or raised on any Lot or any Living Unit; provided, however, that nothing herein shall prevent the keeping or raising of a domestic pet; provided, however, all domestic pets shall either be kept on a leash or kept within an enclosed area. In no event shall such pets be kept, bred, or maintained for any commercial purposes. There shall be no exterior clothes lines or exterior TV antennas. No gasoline power motorized boats shall be permitted or used on Lake Porter.

SECTION 14. Trailers. No house or travel trailer, camper,

boat trailer, boat, tent, barn, or similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently, except as provided in Section 16 hereof. This provision shall not apply to any temporary construction trailer owned by Developer placed upon the property for the purpose of a temporary facility during the course of construction.

SECTION 15. Accessory Buildings. After appropriate written approvals have been received from the ARB, the Bureau of Planning and Zoning, and the Bureau of Building Inspections of the City of Orlando, accessory storage buildings may be permitted subject to the following restrictions:

- a. Only one (1) detached accessory building shall be permitted on a building Lot.
- b. A detached accessory building shall be located in the rear yard behind the principal building structure.
- c. A detached accessory building shall observe the following minimum setback requirements; rear lot lines - 5 feet; side lot lines shall conform to the setback of the principal structure. At no time will an accessory building be allowed to extend beyond the side building lines of the principal structure.
- d. A detached accessory building shall not exceed seven (7) feet in height, except on lots one (1) through twenty eight (28) and Lot one hundred thirty four (134) shown on the plat of Bryn Mawr South, Unit Three, Plat Book 11, Page 95 and 96, Public Records of Orange County, Florida, which have frontage on Ashford Boulevard will have a six (6) foot restriction on the height of an accessory building.
- e. A detached accessory building shall not occupy more than eighty (80) square feet of a rear yard area.
- f. A detached accessory building shall not be used or converted to residential use or occupancy.

SECTION 16. Vehicles and Repair. No inoperative cars, boats, boat trailers, trucks, campers, recreational vehicles, mobile homes, or any other type of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of 24 hours; provided, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle, boat, or boat trailer on or adjacent to any Lot.

SECTION 17. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Said easements are reserved for the purpose described in and shown on the plat of Bryn Mawr South, Unit Three, Plat Book 11, Pages 95 and 96, Public Records of Orange County, Florida, and (i) the right to use the easement area to erect, install, maintain and use electric, telephone poles, wires, cables, conduits, sewers, watermains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, television, and/or other other public conveniences or utilities; (ii) the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar acts reasonably necessary to provide economical and safe utility installation; (iii) the right to maintain reasonable standards of health, safety and appearance, including landscaping; provided, however, that said easement, reservation and right shall not be considered an obligation of the Developer to provide or maintain any such utility or service. The

easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

## ARTICLE VII

### GENERAL PROVISIONS

**SECTION 1. Duration.** The covenants and restrictions of this Declaration shall run with and bind the land and the property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their representatives, heirs, successors and assigns, for a term of Fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by the then Owners of Two Thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded Six (6) months in advance of the effective date of such change, unless written notice of the proposal agreement is sent to every Owner at least Ninety (90) days in advance of any action.

**SECTION 2. Notices.** Any notices required to be sent to any member or Owner under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such meeting.

**SECTION 3. Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, or both, and against the land to enforce any lien created by these covenants; failure by the Association or 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. It shall be the right of the Association, the Developer, the City of Orlando, or any other person or persons owning any Lot in the property to prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate these covenants, conditions, and restrictions. The City of Orlando shall not be obligated to enforce these restrictions and shall not in any way be liable or responsible for any violation of these restrictions by any person.

**SECTION 4. Waiver of Minor Violations.** Developer, his successors or assigns, reserves the right to waive any violations of the covenants contained in this Declaration, in the event Developer shall determine, in his sole discretion, that such violations are minor or dictated by the peculiarities of a particular Lot configuration or topography.

**SECTION 5. Attorney's Fees.** In the event any action shall be brought by the Developer, his successors or assigns, or by the Association or any Owner for the purpose of enforcing the provisions contained in this Declaration, it is expressly understood and agreed that all costs, including reasonable attorney's fees, incurred by any moving party in such legal proceeding which result in the successful enforcement hereof, shall be borne in full by the defendant in such proceedings.

**SECTION 6. Severability.** Invalidation of any one of these covenants and restrictions by judgment or court order, shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 7. Developer's General Plan of Development. Developer contemplates the development of other patio home property either owned or under option by Developer in accordance with Developer's General Plan of Development, as tentatively approved by the City of Orlando, Florida. Said General Plan of Development may result in the development of subsequent phases or parcels having a total of approximately 151 additional residential lots. Said develop-

ment shall be completed within Six (6) years from the date of this Declaration. It is the intent of Developer that all of said Lots, if developed, shall constitute, along with the Lots contained in Bryn Mawr South, Unit Three, a single subdivision for all practical purposes. To this end, it is contemplated that this Declaration of Covenants and Restrictions shall be deemed to apply to the subsequent phases of Bryn Mawr South Subdivision Development upon the recording upon the Public Records of Orange County, Florida, of the document by the Developer wherein the matters contained in this Declaration are incorporated by reference, in whole or in part.

It is further contemplated that the Homeowners Associations for subsequent patio home phases of development shall merge at a mutually agreeable time in order to accomplish maximum efficiencies of operation and function.

SECTION 8. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner or the Veterans Administration; annexation of additional property, dedication of common area, and amendment of this Declaration of Covenants and Restrictions.

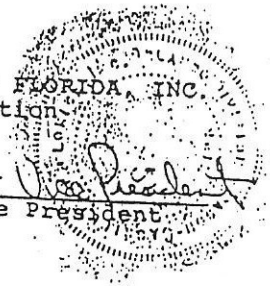
SECTION 9. Amendments. This Declaration of Covenants and Restrictions may be amended by Two Thirds (2/3) vote of the Board of Directors of the Association or at any time by the then Owners of at least Seventy Five Percent (75%) of the Lots by executing a written instrument affecting said changes and recording said instrument upon the Public Records of Orange County, Florida; provided, however, in no event shall any amendment be made to this Declaration without the prior written consent of Developer during such time as Developer shall continue to own any Lot in the Bryn Mawr South Development as described in Section 7, above.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as of the date and year first above written.

Signed, sealed, and delivered in the presence of:

[Signature]  
[Signature]

MASON-CASSILLY OF FLORIDA, INC.  
a Florida Corporation  
BY Kathy Harter Vice President  
KATHY HARTER, Vice President



STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this day, before me an Officer duly, authorized in the State and in the County aforesaid, to take acknowledgments, personally appeared KATHY HARTER, Vice President of MASON-CASSILLY OF FLORIDA, INC., a Florida Corporation, to me known to be the prson described in and who executed the foregoing instrument and she acknowledged before me executing the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of October, 1982.

*[Signature]*  
Notary Public  
My Commission Expires:

Notary Public, State Of Florida At Large  
My Commission Expires Sept. 26, 1986  
Bonded by SAFECO Insurance Company of America



RECORDED & RECORD VERIFIED

*Thomas H. Lock*  
County Comptroller, Orange Co., Fla

FILED

SEP 1 3 58 PM '03

CERTIFICATE OF AMENDMENT OF SECRETARY OF STATE  
ARTICLES OF INCORPORATION OF TALLAHASSEE, FLORIDA  
BRYN MAWR SOUTH HOMEOWNERS ASSOCIATION UNIT #3, INC.

BRYN MAWR SOUTH HOMEOWNERS ASSOCIATION UNIT #3, INC., a Non-Profit Florida Corporation, under its corporate seal and by the hands of its President and its Secretary, hereby certifies that:

1. The Board of Directors of the Association at a meeting called and held on August 15, \_\_\_\_\_, 1983, adopted the following Resolution:

"WHEREAS, it is deemed to be in the best interest of the Association that the Articles of Incorporation be amended as hereinafter set forth:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of BRYN MAWR SOUTH HOMEOWNERS ASSOCIATION UNIT #3, INC., that the Articles of Incorporation of BRYN MAWR SOUTH HOMEOWNERS ASSOCIATION UNIT #3, INC. be amended, changed, and altered as follows:

2. Article I, Name of Corporation is hereby amended as follows:

ARTICLE I

NAME OF CORPORATION

The name of this Corporation shall be: BRYN MAWR SOUTH HOMEOWNERS ASSOCIATION UNIT #3 AND #7, INC.

3. Article II, Powers of the Association is hereby amended as follows:

ARTICLE II

POWERS OF THE ASSOCIATION

The following described real property is hereby brought within the jurisdiction of the Association for all purposes as set forth in the Articles of Incorporation and By-laws of the Association, to wit:

Commence at the Northwest corner of the South  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 4, Township 23 South, Range 30 East, Orange County, Florida; thence S.89°50'27"E. along the North line of the South  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 4, for 600.00 feet to the Point of Beginning; thence continue S.89°50'27"E. along said North line for 723.02 feet to the West line of PINEHURST FARMS, as recorded in Plat Book "K", Page 68 of the Public Records of Orange County, Florida; thence continue S.89°50'27"E. on the Easterly extension of said North line for 156.84 feet to a Point of Intersection with a circular curve concave to the Southeast; thence from a tangent bearing of S.37°27'47"W. run Southerly along the arc of

said curve having a radius of 880.00 feet and a central angle of 37°14'05" for 571.88 feet to a Point of Tangency; thence S.00°13'42"W. for 372.03 feet to the North line of BRYN MAWR UNIT 4, PHASE I, as recorded in Plat Book 11, Page 138 and 139 of the Public Records of Orange County, Florida, and the Westerly Right-of-Way line of Ashford Boulevard as shown on said plat of BRYN MAWR UNIT 4, PHASE I; thence along the Westerly and Northerly Right-of-Way line of said Ashford Boulevard the following courses: Continue S.00°13'42"W. for 21.59 feet to a Point of Curvature with a circular curve concave to the Northwest; thence Southerly along the arc of said curve having a radius of 720.00 feet and a central angle of 89°52'15" for 1,129.35 feet to a Point of Tangency; thence N.89°54'03"W. for 199.55 feet to a Point of Curvature with a circular curve concave to the Northeast; thence Westerly along the arc of said curve having a radius of 1,280.00 feet and a central angle of 21°41'16" for 484.51 feet; thence departing said Right-of-Way line of Ashford Boulevard continue Northwesterly along the arc of aforesaid curve through a central angle of 17°48'43" for 397.92 feet; thence departing said curve N.39°35'56"E. along a radial line for 326.56 feet; thence S.89°54'03"E. parallel with the South line of the North  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 9, Township 23 South, Range 30 East, Orange County, Florida, for 950.25 feet; thence N.00°13'42"E. for 812.65 feet; thence N.33°00'00"W. for 145.69 feet; thence North for 220.00 feet to the Point of Beginning.

BE IT FURTHER RESOLVED, that the President direct Counsel for the Association to prepare the necessary Certificate for signature by the Corporation, through its proper officers, to legally effect the Amendment to the Articles of Incorporation as above set forth and that such Certificate be filed in the Office of the Secretary of State of the State of Florida, as required by the Statutes of the State of Florida.

4. At a meeting of the Board of Directors of the Association held on the 15 day of August, 1983, said Amendment to the Articles of Incorporation was duly adopted by a majority of the Directors pursuant to Article VIII of the Articles of Incorporation of the Association.

IN WITNESS WHEREOF, the said Association has caused this Certificate to be signed by its President and in its name and its corporate seal to be affixed hereunto and attested by its Secretary this 16 day of August, 1983.

BRYN MAWR SOUTH HOMEOWNERS ASSOCIATION UNIT #3, INC., a Non-Profit Florida Corporation

BY: Larry B. Dunn  
LARRY B. DUNN, President

ATTEST: Marjorie D. McCorkle  
MARJORIE D. MCCORKLE, Secretary

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared LARRY B. DUNN and MARJORIE D. McCORKLE, President and Secretary respectively, of BRYN MAWR SOUTH HOMEOWNERS ASSOCIATION UNIT #3, INC., a Non-Profit Florida Corporation, and they acknowledged before me, signing, sealing, and delivering the foregoing instrument as a free and voluntarily act of said Corporation for the purposes therein set forth, and they were duly authorized to execute the same.

WITNESS my hand and official seal in the State and County last aforesaid this 16 day of AUGUST, 1983.

*M. J. W.*  
\_\_\_\_\_  
Notary Public.

My Commission Expires: \_\_\_\_\_  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_  
Notary Public



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SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
BRYN MAWR SOUTH, UNIT THREE  
A Planned Unit Development

THIS SUPPLEMENTAL DECLARATION made this 8TH day of November, 1983, by J. L. MASON OF FLORIDA, INC., (formerly MASON-CASSILY OF FLORIDA, INC.), a Florida corporation, hereinafter referred to as "Developer";

W I T N E S S E T H:

WHEREAS, on October 8, 1982, the Developer caused to be recorded in the Public Records of Orange County, Florida, the "Declaration of Covenants And Restrictions, Bryn Mawr South, Unit Three, A Planned Unit Development", in O. R. Book 3316, Page 1273, Public Records of Orange County, Florida (the "Declaration"); and

WHEREAS, the Developer in Article VII of the Declaration reserved the right, pursuant to its general plan of development, to add subsequent phases or parcels to its proposed patio home development with the specific intent that the Declaration would apply to any subsequent phases or parcels of the Bryn Mawr South Subdivision development; and

WHEREAS, the Developer is the equitable owner of certain real property known as Bryn Mawr, Unit Seven, according to the plat thereof recorded in Plat Book 12, Pages 140, 141 and 142, Public Records of Orange County, Florida; and

WHEREAS, from and after the date of recording of this Supplemental Declaration, the above described real property, along with the real property known as Bryn Mawr South, Unit Three, according to the plat thereof as recorded in Plat Book 11, Pages 95 and 96, Public Records of Orange County, Florida, shall be referred to as the "Property", all of which property shall be subject to the Declaration Of Covenants and Restrictions for Bryn Mawr South, Unit Three, A Planned Unit Development, dated October 7, 1982, recorded October 8, 1982, in O. R. Book 3316, Page 1273, Public Records of Orange County, Florida, except as hereinafter amended.

NOW, THEREFORE, in consideration of the above premises, Developer hereby amends the Declaration as follows:

1. ARTICLE I, DEFINITIONS is hereby amended and modified as follows:

ARTICLE I

DEFINITIONS

SECTION I. The following words when used in the Declaration, including this Supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

- a. "Association" shall mean and refer to Bryn Mawr South Homeowners Association, Unit #3 and #7, Inc., a Florida corporation not for profit.

RETURN TO:

This Instrument prepared by:  
KENNETH F. OSWALD  
ATTORNEY AT LAW  
600 COURTLAND ST. SUITE 110  
ORLANDO, FLORIDA 32804

KENNETH F. OSWALD  
ATTORNEY AT LAW

SUITE 110, 600 COURTLAND STREET  
ORLANDO, FLORIDA 32804

Or. 3441 71012.

- b. "Property" shall mean and refer to the plat of Bryn Mawr, Unit Three, as recorded in Plat Book 11, Pages 95 and 96, Public Records of Orange County, Florida, and the plat of Bryn Mawr, Unit Seven, as recorded in Plat Book 12, Pages 140, 141 and 142, Public Records of Orange County, Florida, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- c. "Common Property" shall mean all real property (including the improvement thereto) owned by the Association for the common use and enjoyment of the owners. The Association is currently the owner of the entrance area designated as Tract A; the greenbelt areas designated as Tracts B & C; and the recreational and water retention areas designated as Tract D; of the plat of Bryn Mawr South, Unit Three, Plat Book 11, Pages 95 and 96, Public Records of Orange County, Florida.

The additional common property to be owned by the Association at the time of the conveyance of the first lot in Bryn Mawr, Unit Seven, is described as follows:

The retention, common open space and access easements designated as Tract A, and the greenbelt area designated as Tract B; of the plat of Bryn Mawr, Unit Seven, Plat Book 12, Pages 140, 141 and 142, Public Records of Orange County, Florida.

The additional common property shall be free and clear of all encumbrances at the time of the conveyance of the first (1st) lot comprising Bryn Mawr, Unit Seven.

- d. "Lot" shall mean and refer to any plot of land shown upon the plat of Bryn Mawr South, Unit Three, Plat Book 11, Pages 95 and 96, Public Records of Orange County, Florida, with the exceptions of Tracts A-D, inclusive; and any plot of land shown upon the plat of Bryn Mawr, Unit Seven, Plat Book 12, Pages 140, 141 and 142, Public Records of Orange County, Florida, with the exceptions of Tracts A and B, inclusive.

2. SECTION I, ARTICLE II is hereby amended and modified as follows:

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. The Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration and this Supplemental Declaration is located in Orange County, Florida, and is more particularly described as follows, to wit:

Bryn Mawr South, Unit Three, according to the plat thereof as recorded in Plat Book 11, Pages 95 and 96, Public Records of Orange County, Florida.

Bryn Mawr, Unit Seven, according to the plat thereof as recorded in Plat Book 12, Pages 140, 141 and 142, Public Records of Orange County, Florida.

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3. ARTICLE V, ARCHITECTURAL REVIEW BOARD, is hereby modified and amended as to Bryn Mawr, Unit Seven, only, as follows:

ARTICLE V

ARCHITECTURAL REVIEW BOARD

A. SECTION 8. Fences. After appropriate written approvals have been received from the ARB of the Homeowners Association, Bureau of Planning and Zoning, and Bureau of Building Inspections of the City of Orlando, fences will be permitted, subject to the following restrictions:

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

b. Fences shall not be permitted beyond the front building line, provided however, that a decorative wall not to exceed three (3) feet in height may be located no closer than fifteen feet to a front or a street-side lot line, when constructed concurrently with the construction of the dwelling unit.

B. SECTION 9. Swimming Pools, Spas, or Hot Tubs. After appropriate written approvals have been received from the ARB, Bureau of Planning and Zoning, and Bureau of Building Inspections of the City of Orlando, a swimming pool, spa, or hot tub may be permitted on a residential lot subject to the following restrictions:

a. The swimming pool, spa, or hot tub shall be located on the rear of the building lot.

b. Minimum side and rear setback shall be at least five (5) feet from a lot line.

c. All swimming pools and spas, shall be enclosed by a fence as required by City Code, however, the fence must be in conformity with the requirements outlined in Section 8 hereof. Swimming pools and spas, including decking or apron areas, must be located so as to comply with the minimum side and rear setback requirements outlined in Section 9, b above.

d. Pool screen enclosures and other similar structures, cannot exceed the height of the principal structure, and shall not extend beyond the established building envelope.

e. Spa minimum side yard set-back shall be at least two (2) feet from the zero lot line to the water's edge of the spa. Spa decking and apron areas can be located on the zero side lot line within the building envelope area. All spas, spa apron areas and decking areas must adhere to all rear, side and front yard set-backs.

C. SECTION 15. Accessory Buildings. After appropriate written approvals have been received from the ARB, the Bureau of Planning and Zoning, and the Bureau of Building Inspections of the City of Orlando, accessory storage buildings may be permitted subject to the following restrictions:

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- a. Only one (1) detached accessory building shall be permitted on a building Lot.
- b. A detached accessory building shall be located in the rear yard behind the principal building structure.
- c. A detached accessory building shall observe the following minimum setback requirements; rear lot lines - 5 feet; side lot lines shall conform to the setback of the principal structure. At no time will an accessory building be allowed to extend beyond the side building lines of the principal structure.
- d. A detached accessory building shall not exceed seven (7) feet in height, except on lots which have frontage on Ashford Boulevard, shall have a six-foot restriction on the height of an accessory building.
- e. A detached accessory building shall not occupy more than eighty (80) square feet of a rear yard area.
- f. A detached accessory building shall not be used or converted to residential use or occupancy.

4. Developer hereby ratifies, approves, and confirms that the Declaration of Covenants and Restrictions of Bryn Mawr South, Unit Three, a Planned Unit Development, as supplemented hereby, remains in full force and effect in every respect, and that the covenants, restrictions, charges and liens as set forth in said Declaration are hereby incorporated by reference and that the "Property" known as Bryn Mawr, Unit Seven, according to the plat thereof recorded in Plat Book 12, Pages 140, 141 and 142, Public Records of Orange County, Florida, shall be held, transferred, sold, conveyed and occupied subject to all of the terms and conditions of said Declaration as supplemented hereby.

5. This Supplemental Declaration shall be effective upon filing in the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, the Developer has caused the foregoing Supplemental Declaration to the Declaration of Covenants and Restrictions of Bryn Mawr, Unit Three, a Planned Unit Development, to be executed and its corporation seal to be hereunto affixed by its undersigned duly authorized officer, this 8th day of NOVEMBER, 1983.

Signed, sealed and delivered in the presence of:

J. L. MASON OF FLORIDA, INC.  
(f/k/a MASON-CASSILLY OF FLORIDA, INC.),  
a Florida corporation

[Signature]  
[Signature]

By: [Signature]  
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF ORANGE

SHOWN TO AND SUBSCRIBED before me this 8th day of NOVEMBER, 1983 by KATHLEEN B. HARTER and N/A as President and N/A of J. L. MASON OF FLORIDA, INC.

RECORDED & RECORD VERIFIED

[Signature]  
CHIEF CLERK

[Signature]  
Notary Public  
My Commission Expires June 18, 1984  
-4- My Commission Expires June 18, 1984  
Orange Co. FLORIDA

KENNETH F. ONYALD  
ATTORNEY AT LAW

SUITE 100, 600 CLEVELAND STREET  
ORLANDO, FLORIDA 32804

- a. Only one (1) detached accessory building shall be permitted on a building Lot.
- b. A detached accessory building shall be located in the rear yard behind the principal building structure.
- c. A detached accessory building shall observe the following minimum setback requirements; rear lot lines - 5 feet; side lot lines shall conform to the setback of the principal structure. At no time will an accessory building be allowed to extend beyond the side building lines of the principal structure.
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- f. A detached accessory building shall not be used or converted to residential use or occupancy.

4. Developer hereby ratifies, approves, and confirms that the Declaration of Covenants and Restrictions of Bryn Mawr South, Unit Three, a Planned Unit Development, as supplemented hereby, remains in full force and effect in every respect, and that the covenants, restrictions, charges and liens as set forth in said Declaration are hereby incorporated by reference and that the "Property" known as Bryn Mawr, Unit Seven, according to the plat thereof recorded in Plat Book 12, Pages 40 N and 42, Public Records of Orange County, Florida, shall be held, transferred, sold, conveyed and occupied subject to all of the terms and conditions of said Declaration as Supplemented hereby.

5. This Supplemental Declaration shall be effective upon filing in the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, the Developer has caused the foregoing Supplemental Declaration to the Declaration of Covenants and Restrictions of Bryn Mawr, Unit Three, a Planned Unit Development, to be executed and its corporation seal to be hereunto affixed by its undersigned duly authorized officer, this 8<sup>th</sup> day of NOVEMBER, 1983.

Signed, sealed and delivered in the presence of:

J. L. MASON OF FLORIDA, INC.  
(f/k/a MASON-CASSILLY OF FLORIDA, INC.),  
a Florida corporation

Kathleen S. Hancock  
KSH

By: Kathleen S. Hancock President  
(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF ORANGE

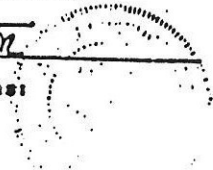
SWORN TO AND SUBSCRIBED before me this 8<sup>th</sup> day of NOVEMBER, 1983 by KATHLEEN S. HANCOCK and N/A as PRESIDENT and N/A of J. L. MASON OF FLORIDA, INC.

RECORDED & RECORD VERIFIED

Thomas P. Howard

CHIEF CLERK OF COUNTY OF ORANGE

Thomas P. Howard  
Notary Public  
My Commission Expires June 18, 1984



KENNETH P. ONWALD  
ATTORNEY AT LAW

SUITE 110, 600 COUNTELAND STREET  
ORLANDO, FLORIDA 32804