

D.R. 3712 PG 2576

DECLARATION OF COVENANTS AND RESTRICTIONS

6960
Pct.

ROSE HILL PHASE II

According to the plat thereof recorded in
Plat Book 16, Pages 34 and 35,
Public Records of Orange County, Florida.

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Covenants and Restrictions ("Declaration"), made and entered into on this 6th day of November, 1985, by CURTIS DEVELOPMENT, INC., a Florida corporation, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, the Developer is the owner of the Subject Property, as hereinafter described in Article I hereof, all of which property is located in Orange County, Florida, and all of which real property is hereinafter referred to as "Rose Hill Phase II" or "Subject Property" interchangeably; and

WHEREAS, the Developer desires to create in Rose Hill Phase II a residential community with open spaces and other facilities for the benefit of said community; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of open spaces and other facilities; and, to this end, desires to subject the Subject 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 Subject Property and each Owner thereof; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer will incorporate under the laws of the State of Florida, as a non-profit corporation, ROSE HILL PHASE II HOMEOWNERS ASSOCIATION, INC., the purpose of which will be to exercise the functions aforesaid for the Subject Property.

NOW, THEREFORE, the Developer declares that the real property described as the Subject Property in Article I shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

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

(a) "Association" shall mean and refer to the ROSE HILL PHASE II HOMEOWNERS ASSOCIATION, INC.

(b) "The Properties" shall mean and refer to the Subject Property.

(c) "Retention Areas" shall mean and refer to those areas of land designated on the Plat of Rose Hill Phase II as Tract A, Tract B, Tract C and Tract D, to be devoted to the general use of the

public as landscaped stormwater retention areas subject to the conditions and uses set forth on the recorded Plat of Rose Hill Phase II and those contained herein.

(d) "Lot" shall mean and refer to any plot of land shown on the recorded Plat of Rose Hill Phase II which lot is identified and designated as a numbered lot, with the exception of Retention Areas heretofore defined .

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

(f) "Owner" shall mean and refer to the Owner of public record, including the Developer, whether one or more persons or entities, of the fee simple title to any Lot, but notwithstanding any theory of law, the Owner shall not mean or refer to any mortgagee unless and until the mortgagee has acquired title pursuant to foreclosure or 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 II, Section 1.

(h) "Subject Property" shall mean and refer to Rose Hill Phase II, according to the plat thereof as recorded in Plat Book 16, Pages 34 and 35 inclusive of the Public Records of Orange County, Florida.

ARTICLE II,

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

(a) Except as set forth herein, every Owner shall be a Member of the Association. No person or entity who holds record title of a fee or undivided fee interest in any Lot merely as a security for the performance of any obligation shall be a Member. A builder who in its normal course of business purchases a Lot for the purpose of constructing a Living Unit thereon for resale shall not become a Member of the Association so long as such builder does not occupy the Living Unit as a residence. Only those persons who purchase a Lot and improvements thereon after completion of construction and the Developer shall be Members. If a builder does occupy the Living Unit, and does pay all the assessments required in Article V, he shall become a Member.

(b) For the purpose of this Article the Developer shall be considered the record Owner of a fee interest in and therefore a Member in regards to all unsold Lots and Living Units either developed or contemplated in the Subject Property.

(c) The Developer shall also have the Voting Rights to all Lots owned by persons or entities not entitled to Membership as herein defined.

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

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person hold 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.

Class B. Class B Members shall be the Developer. The Class B Member shall be entitled to ten votes for each Lot in which it holds the interest required for membership by Section 1 and for each Lot contemplated to be developed in the Subject Property.

ARTICLE III

RETENTION AREAS

Tracts A, B, C and D have been dedicated to the public as stormwater retention areas. The Developer will install an irrigation system and landscaping for each of said areas. The Association shall be responsible for the maintenance, restoration, repair and replacement of the irrigation system and landscaping as well as any maintenance of the areas not performed by governmental authorities under the provisions of any Municipal Service Taxing Unit Ordinance.

ARTICLE IV

EASEMENTS

Section 1. Owners' Rights and Duties: Utilities. The rights and duties of the Owners with respect to electricity, telephone lines and drainage facilities shall be governed by the following:

(a) Wherever electricity, and telephone lines or drainage facilities are installed within the Subject Property, the Owners of any Lot served by said connections, lines or facilities, shall have the right to, and there is hereby reserved to the Developer, its successors and assigns, an easement to the full extent necessary therefor, together with the right to grant and transfer the same to the Owners, to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections, lines or facilities, as and when the same may be necessary as set forth below.

(b) Wherever electricity, and telephone lines or drainage facilities are installed within the Subject Property, which connections serve more than one (1) Lot, the Owner of each Lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot. In the event that an Owner or a public utility company serving such Owner enters upon any Lot in furtherance of the foregoing, it shall be obligated to repair such Lot and restore it to its condition prior to such entry.

Section 2. Construction and Sales. There is hereby reserved to the Developer, its successors and assigns, including without limitation, its sales agents and representatives, and prospective purchasers of Lots, together with the right of the Developer, its successors and assigns to grant and transfer the same over the Retention Areas, easements for construction, utility lines, display, maintenance, and exhibit purposes in connection with the erection and sale of Living Units or Lots within the Subject Property or other property owned by Developer; provided however, that such use shall not be for a period beyond the earlier of (i) five years from the conveyance of the first Lot to an Owner; or (ii) the sale of all Lots; and provided further, that no such use by the Developer and others shall otherwise interfere with the general purpose of the Retention Areas.

Section 3. Utilities. Easements over the Subject Property for the installation and maintenance of electric and telephone lines and drainage facilities as shown on the recorded plat of the Subject Property are hereby reserved by the Developer, its successors and assigns, together with the right to grant and transfer the same.

Developer for itself, its successors and assigns reserves the right to install utility and drainage facilities, equipment, pipes, lines, conduits in and upon any and all easement areas shown on the recorded plat of the Subject Property and to use said easement areas and all facilities and equipment therein located in connection with the development of any lands adjacent to or adjoining the Subject Property.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. 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, hereby covenants and agrees to pay to the Association:

(1) annual assessments or charges; and

(2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. Provided, however, the Developer shall not be required to pay any assessments for any Lot it owns or for any Lots for which it is considered a Member. The annual and special assessments, together with such interest thereon and costs of collection thereof as are 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 such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

If the assessments 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 thereof as are hereinafter provided, thereupon become a continuing lien on the Living Unit and Lot upon which same is erected which shall bind such Living Unit and Lot upon which same is erected, the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, 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 Living Unit and Lot upon which same is erected.

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 highest rate of interest then allowed by the laws of the State of Florida, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Living Unit and Lot upon which same is erected, and there shall be added to the amount of such assessment, the stated interest, together with the costs of the action, including legal fees, whether or not judicial proceedings are involved, also including legal fees and costs incurred on any appeal of a lower court decision.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in Rose Hill Phase II and in particular for the improvement and maintenance of properties, services and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed or furnished which are devoted to the purpose and related to the use and enjoyment of the homes situated upon the Subject Property, including but not limited to:

(a) Payment of operating expenses of the Association.

(b) Management, maintenance, improvement and beautification of landscaping and irrigation of Tracts A, B, C and D shown on the recorded plat of the Subject Property and improvements thereon.

(c) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and/or in furnishing the services and facilities provided herein to or for the Owners and Members of the Association.

(d) Repayment of funds and interest thereon which have been or may be borrowed by the Association for any of the aforesaid purposes.

(e) Doing any other thing necessary or desirable, in the judgment of the Association, to keep The Properties neat and attractive or to preserve or enhance the value of The Properties or to eliminate fire, health or safety hazards or, which in the judgment of the Association, may be of general benefit to the Owners.

Section 3. Original, Annual and Maximum Assessments.

(a) Original Assessment. The original assessment shall be One Hundred Dollars (\$100.00) per Living Unit and shall be paid by the Owner at time of closing on each Living Unit. The Association may use any part or all of said original assessment for the purposes set forth in Section 2 of this Article. Neither the Developer when it sells a Lot or Living Unit, nor the builder who purchases a Lot to build a Living Unit thereon, shall be required to pay the original assessment.

(b) Annual Assessment. The initial annual assessment shall be Thirty Dollars (\$30.00) per Living Unit, payable annually on January 1 of each year. This annual assessment shall be in addition to the above mentioned original assessment and shall be prorated in the year of initial purchase by the Owner. Said assessment shall be paid directly to the Association, to be held in accordance with the above provisions. The Association may adjust the annual assessment after the end of each calendar year to cover anticipated or experienced increases in the funds expended by the Association.

(1) No adjustment shall be made which increases the annual assessment for any year more than 15% from the previous annual assessment unless approved by 75% of the total number of votes authorized to be cast by the membership of the Association at a meeting called and noticed in accordance with Section 4 hereof.

(2) No adjustment shall reduce the annual assessment below the initial annual assessment unless approved by 75% of the total number of votes authorized to be cast by the membership of the Association at a meeting called and noticed in accordance with Section 4 hereof.

(3) The Association shall send a notice to the Owners setting forth any adjustment in the annual assessment and the manner of making such adjustment at least sixty (60) days prior to the payment date of the first installment of the annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, 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 or reconstruction, unexpected repair or replacement of any capital improvement upon the Retention Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 75% of the votes of Class A Members who are voting in person or by proxy at a meeting duly called 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.

Section 5. Change in Annual Assessments. In addition to the procedure provided in Section 3 hereof, the Board of Directors of the Association may change the assessments prospectively for any period.

Section 6. Quorum for any Action Authorized Under Section 4. The quorum required for any action authorized by Section 4 of this Article shall be as follows:

At the first meeting called, as provided in Section 4 of this Article, the presence at the meeting of Members, or of proxies, entitled to cast 60% of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting another meeting may be called, subject to the notice requirement set forth in Section 4 of this Article, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Certificate of Payment. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. 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 Living Unit and Lot upon which same is erected subject to assessment. This subordination shall not relieve such Living Unit and Lot upon which same is erected from liability for any assessments now or hereafter due and payable.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by any local public authority and devoted to public use; (b) all Retention Areas as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption; and (d) all property owned by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens, other than Lots owned by the Developer.

Section 10. Municipal Service Tax Units. All of the Subject Property shall be included within such Municipal Service Tax Units (hereinafter "MSTU") which the Developer has been required by the Orange County Board of Commissioners to form to provide funds for any one or more of the following purposes: (i) maintenance and operation of street lights that will be installed on the Subject Property and/or (ii) maintenance of the stormwater drainage and retention systems on the Subject Property. Each of the Lots and Living Units within Rose Hill Phase II are subject to the restrictions and limitations imposed by such MSTU, including but not limited to an annual tax for the maintenance of the real and personal property set forth above. Each of the Owners of a Lot or Lots in Rose Hill Phase II by acceptance of the deed of conveyance agrees to pay such annual assessment and further agrees that such annual assessment shall constitute a lien on the respective Lot or Lots in such manner as ad valorem taxes assessed under the laws of the State of Florida. Provided however that the Association shall maintain those parts of the Retention Areas, maintenance of which is not paid for by the MSTU and under no condition shall the Association assess the Owners, Lots or Living Units for items which are being maintained through funds generated by the MSTU.

ARTICLE VI

ARCHITECTURAL REVIEW BOARD

No building, pool, 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 be made to any previous improvement on a Lot until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architectural Review Board 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 shall, upon recording of this Declaration, immediately form a committee known as the "Architectural Review Board", hereinafter referred to as "ARB", initially consisting of three (3) persons designated by the Developer. 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 the Board of Directors. 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 the Developer owns any Lots in Rose Hill Phase II. So long as the Developer owns one or more Lots in the Subject Property, neither the Association, the Board of Directors of said Association, nor the Members of the Association, shall have the authority to amend or alter the number of members of the ARB which is herein set forth as three (3) members. A quorum of the ARB shall be two (2) members. No decision of the ARB shall be binding without a quorum present and a simple majority vote by the Members present. A member of the Board of Directors may also serve as a member of the ARB.

Section 2. Planning Criteria. The Developer, in order to give guidelines to Owners concerning construction and maintenance of Living Units, hereby promulgates the Architectural Review Board Planning Criteria ("Planning Criteria"), for the Subject Property a copy of which is attached hereto as Exhibit A. The Developer declares that the Subject Property shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria set forth on Exhibit A, as amended from time to time by the ARB.

Section 3. Duties. The ARB shall have the following duties and powers:

(a) to amend from time to time the Planning Criteria, or to waive minor violations of the Planning Criteria, at the discretion of the ARB. Any amendments shall be set forth in writing and be made known to all Members and to all prospective Members of the Association. Any amendment shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) to approve or disapprove all building, fences, walls, pools, antennae, satellite dishes, solar heating devices or other structures which shall be commenced, erected or maintained upon the Subject Property and to approve and disapprove any exterior additions to or changes or alterations therein. Prior to the start of any construction, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials, color and location of the same and shall approve or disapprove in writing as to the harmony of the external design and location in relation to surrounding structures and topography;

(c) to approve or disapprove 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, said improvement, alteration or modification is not consistent with the planned development of the property;

(d) to require to be submitted to it for approval or disapproval any samples of building materials proposed or any other data or information necessary to reach its decision;

(e) to require each builder, except The Curtis Group, Inc., to submit two (2) sets of plans and specifications to the ARB prior to obtaining a building permit, which set of plans and specifications shall become the property of the ARB. The work contemplated must be performed substantially in accordance with the plans and specifications as approved. All approvals of plans or specifications must be evidenced by the signatures of at least one member of the ARB on the plans or specifications furnished. The existence of the signature of at least one member of the ARB on any plans or specification shall be conclusive proof of the approval by the ARB of such plans and/or specifications. The Developer may waive the requirement of this Section 3(e) by a written Waiver delivered to a builder.

Section 4. Enforcement of Planning Criteria. The ARB, the Developer, the Board of Directors of the Association after control of the Association has passed from the Developer, or any Owner, either jointly or severally, shall have the right to enforce the provisions hereof relating to the Planning Criteria, as amended from time to time by the ARB or the Association. Should any Owner fail to comply with the requirements hereof or of the Planning Criteria after thirty (30) days written notice, the ARB, the Developer, or the Board of Directors of the Association shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. Should the ARB, the Developer, the Board of Directors or any Owner be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Owner. The ARB, the Developer and the Board of Directors of the Association, or its agents or employees, shall not be liable to the Owner for any damages or injury to the property or person of the Owner unless caused by negligent action of the ARB, the Developer or the Board of Directors.

ARTICLE VII

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Property, the Association shall have the right to provide exterior maintenance upon any vacant Lot or upon any Living Unit, subject, however, to the following provisions. Prior to performing any maintenance on a vacant Lot or Living Unit, the Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of the Properties. Prior to commencement of any maintenance work on a Lot, the Association must furnish thirty (30) days prior written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified repairs or maintenance are made within said thirty (30) days period the Association shall make said necessary repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Association shall have the right to enter in or upon any such Lot or to hire personnel to do so to make such necessary repairs or maintenance as are so specified in the above written notice. In this connection the Association shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2. Assessment of Costs. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof; and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner, and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Living Unit for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

ARTICLE VIII

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 Living Unit or 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.

(a) No Lot (except for Retention Areas and Developer's sales and construction office) shall be used except for residential purposes. No building shall be erected upon any Lot without the prior approval thereof by the ARB as hereinabove set forth. There shall be only one Living Unit per Lot.

(b) No business, commercial, industrial, noxious or offensive activity shall be carried on upon the Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. This shall not prevent the Developer from maintaining a sales and construction office on the Subject Property.

(c) No cows, cattle, horses, hogs, poultry or any other animals shall be raised or kept on the Subject Property other than domestic dogs and cats which in the aggregate shall not exceed three per Lot.

(d) No dogs, cats or other permitted pets (as determined from time to time by the ARB) will be allowed to run loose on the Subject Property. All dogs, cats, and other permitted pets must be kept inside the Living Unit, on a leash, or within a fenced area.

Section 2. Living Unit Quantity and Size. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height (basement shall not be considered as a "story"). Such permitted building may include: a private enclosed garage for not less than two (2) standard size automobiles; servants' quarters; a storage room and/or a tool room. Unless approved in advance by the ARB, both as to the use as well as the location and architectural design, no structure may be constructed separate and apart from the Living Unit. Each Living Unit shall have a 1600 minimum square footage of heatable living area, exclusive of open porches or garages, as determined by the ARB Planning Criteria.

Section 3. Lake Shore Lots.

(a) On lake shore lots, no more than twenty percent (20%) of the natural existing littoral grasses or lakeshore trees shall be removed.

(b) No living Unit constructed upon lakefront Lots shall be erected in the Drainage Easement shown on the recorded Plat of Rose Hill Phase II.

(c) No motor driven watercraft shall be permitted on Lake Good Homes nor shall any anchored float or raft be permitted thereon.

(d) No docks or boathouses shall be constructed on any Lot or in Lake Good Homes.

Section 4. Building Location. No Living Unit shall be located nearer to the lot lines than the minimum setbacks required by Orange County Zoning Regulations.

Section 5. Garages. No carports shall be permitted and all garages must have inside dimensions large enough to enclose two standard size automobiles. Any garage entrance visible from the street in front of any Lot shall be equipped with an aesthetically suitable garage door which shall be shut when not in use. All garages and garage doors must be maintained in a useable condition.

Section 6. Sewage Facilities. It shall be the sole responsibility of each builder constructing a Living Unit at his, her or their sole expense, to apply for the permits to install, construct and maintain a septic tank or tanks on each individual Lot upon which a Living Unit is constructed in conformity with the Laws of the State of Florida and the County of Orange, and the rules and regulations of their administrative agencies and officials, now or hereafter in effect with regard to septic tanks, sewage and disposal.

Section 7. Landscaping. Landscaping shall be as required by the ARB Planning Criteria.

Section 8. ARB Authority. The ARB shall have the authority as hereinabove expressed, from time to time to include within its promulgated residential Planning Criteria other restrictions regarding such matters as prohibitions against window air-conditioning units, for sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutters, easements, games and play structures, swimming pools, sight distance at intersections, utility connections and television and other communication antennae, driveway construction, and such other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes, or promulgates new restrictions or the Association modifies or changes restrictions set forth by the ARB.

Section 9. Association Rights. The Association shall have the same rights as set forth in Section 8 immediately preceeding.

ARTICLE IX

AMENDMENT BY DEVELOPER

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and waive restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE X

ADDITIONAL COVENANTS AND RESTRICTIONS

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

ARTICLE XI

AMENDMENT

Except as to provisions relating to amendments as set forth herein regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular item, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The Members entitled to vote seventy-five percent (75%) of the total votes under Article II may change or amend any provision hereof, except as above mentioned, in whole or in part, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the Public Records of Orange County, Florida. A proposed amendment may be instituted by the Developer, the ARB, the Association, or by petition signed by fifteen percent (15%) of the then Owners of Lots. A written copy of the proposed amendment shall be furnished to each Owner at least sixty (60) days but not more than one hundred twenty (120) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded amendment.

ARTICLE XII

DURATION

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Developer, and their respective legal representatives, heirs, successors and assigns until amended, modified or terminated according to the terms of Article IX hereinabove set forth. These covenants, provisions and restrictions may be terminated in the same manner set forth for amendments in Article XI.

ARTICLE XIII

ENFORCEABILITY

Section 1. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer, an individual Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. Should the Developer, an individual Owner, and/or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against which enforcement is sought. The remedies contained in this provision shall be construed as cumulative of all other remedies now

or hereafter provided by law. The failure of the Developer, its successors or assigns, any individual Owner, or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. The invalidation of any provision or provisions or the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid to the last known address of the person who appears as Member or Owner on the record of the Association at the time of such mailing.

ARTICLE XIV

INITIAL FUNDING OF ASSOCIATION

The Developer will make a cash donation of \$500.00 to the Association account to start or increase the fund to cover operational expenses for the purposes of promoting the recreation, health, safety and welfare of the Members of the Association.

IN WITNESS WHEREOF, the Developer, CURTIS DEVELOPMENT, INC. has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed all as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

CURTIS DEVELOPMENT, INC.

By Paul L. Curtis
Paul L. Curtis, President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8th day of November, 1985, by PAUL L. CURTIS, as President of CURTIS DEVELOPMENT, INC., a Florida corporation, on behalf of said corporation.

Donna R. Pittman
Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires July 18, 1986
Bonds By SAFECO Insurance Company of America

EXHIBIT "A"

ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA

1. Building Type and Location. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed 35 feet in height, with a minimum of 1600 square feet of heatable living area, exclusive of open porches and garages, a private and closed garage for not less than two cars, and storage room or tool room attached to the ground floor of such garage. The minimum square footage may be increased or decreased by the ARB by amending the ARB Planning Criteria. Unless approved by the ARB as to use, location and architectural design, no structure may be constructed separate and apart from the Living Unit, nor can any of the aforementioned structures be constructed prior to the Living Unit. Approval for the location of any Living Unit on a Lot must be obtained from the ARB prior to the laying of a foundation for the Living Unit. In approving such Living Unit location, the ARB will consider a location of a Living Unit on the Lot which disturbs the least number of trees and position the Living Unit on the Lot to its greatest esthetic authentic advantage.

The exterior color plan for each Living Unit must be submitted to and approved by the ARB prior to commencement of construction, such plan to include the color of the roof, exterior walls, shutters, screens, trim, etc.

2. Roofs. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. The ARB shall have discretion to approve such roofs on part of the main body of a Living Unit, particularly if modern or contemporary in design. No built up roofs shall be permitted except on approved surfaces.

The composition of all pitched roofs shall be cedar shake shingle, fiberglass shingle, slate or concrete construction, tile or other composition approved by the ARB. All pitched roofs must have at least 5/12 slope, unless otherwise approved by the ARB.

3. Garages. In addition to the requirements stated in paragraph 1, all garages must have a minimum width sufficient to enclose two standard size automobiles. All garages must have one or more overhead doors. No carports will be permitted unless approved by the ARB.

4. Driveway Construction. All Living Units shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the ARB.

5. Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight inch struck joint concrete block shall not be permitted on the exterior of any house or detached structure. The ARB shall discourage the use of imitation brick or stone for front or side material and encourage the use of front or side materials such as brick, stone, wood and stucco, or a combination of the foregoing on all elevations.

6. Signs. No sign of any kind shall be displayed to the public view on any Lot unless approved by the ARB, and then only for the purposes of advertising the house and Lot for sale during and after the construction of the house.

7. Games and Play Structures. All basketball backboards and any other fixed games and play structures shall be located in the rear of the Living Unit. Treehouse or platforms of a like kind or nature shall not be constructed on any Lot.

8. Fences and Walls. Composition, finish, location and height of fences and walls must be approved by the ARB prior to installation. Wood fences must be painted and in a color approved by the ARB. Such fences and walls must be six feet or less. Fences shall not be forward of the rear building line nor in the side setback area adjacent to streets unless approved in advance by the ARB. Chain link fences are prohibited.

9. Landscaping. Each lot must be landscaped. Existing trees may not be removed without the prior approval of the ARB.

(a) Each Living Unit shall have at least two trees not less than six feet in height installed prior to completion of construction unless said Lot is naturally wooded.

(b) Large shade trees shall not be planted in locations that would immediately or in the future create a nuisance, seriously shade a pool or screen the view of an adjoining Lot.

(c) The plant material shall not include Ear Tree (*Enterolobium Cyclocarpum*), Australian Pine (*Casuarina Equisetifolia*) or Brazilian Pepper (*Schinus Terebinthifolius*). Preferred trees are Oak, Camphor and Pine.

10. Swimming Pools. Any swimming pool to be constructed in any Lot shall be subject to requirements of the ARB, which include, but are not limited to the following:

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

(b) No screening of the pool area may stand beyond a line extended and aligned with the side walls of the dwelling unit unless approved by the ARB. No pool screening may be higher than fifteen feet. Screens must be charcoal or bronze in color. Materials must be approved by the ARB prior to installation.

(c) Above ground pools are discouraged but if permitted shall be completely screened from view by solid fence six feet high approved by the ARB.

11. 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 within an enclosure which the ARB shall require to be constructed with each Living Unit. The enclosure shall be located out of sight from the front or side streets. There shall be no burning of trash or any other waste material.

12. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently.

13. Clotheslines. All clotheslines shall be placed at the rear of and within the area encompassed by a rearward extension of the side lines of said dwelling.

14. Removal of Trees. In reviewing the building plans, the ARB shall take into account the Natural Landscaping such as trees, shrubs, palmettos, and encourage the builder to incorporate them in his landscaping plan. No trees can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction or landscaping of a Living Unit.

15. Window Air-Conditioning Units. No window air-conditioning units shall be permitted.

16. Sod. All lots shall be fully sodded except in wooded areas and in areas near the shoreline of Lake Good Homes.

All lands forming portions of a public right-of-way between the boundary of a Lot and the pavement installed within the right-of-way shall be sodded by the adjacent and abutting Lot Owner and maintained by him as a portion of his lawn.

17. Commercial Communication Equipment Prohibited. Use of communication equipment for commercial purposes is prohibited.

18. Exterior Antennae. No exterior antenna for radio, television or other communication may be erected other than on the sides or rear of the Living Unit and may not extend vertically higher than ten feet above the highest point of the roof. Satellite or dish antennae are permitted only if located in the rear yard, not visible from the street, and are placed on the Lot so as not to be objectionable to surrounding Lot Owners. All dish antennae must be secured to the ground. Prior to installation of a satellite or dish antenna, approval as to size, type, color and location must be obtained from the ARB.

Solar Collectors, if approved by the ARB, must be located in the rear yard or on a part of the roof, not facing the nearest street.

19. Exterior Light Fixtures. No exterior lighting fixtures shall be installed on any Lot or Living Unit without adequate and proper shielding of fixture. No lighting fixture shall be installed more than ten feet above ground level or which may be or become an annoyance or a nuisance to the residents of adjacent Living Units.

20. Lakefront Lots. Lots adjacent to Lake Good Homes shall be improved so that no more than a maximum of 20% of the shoreline vegetation shall be removed. No shoreline alterations shall be permitted.

21. Vehicles and Repairs. The parking of any unsightly vehicles as determined from time to time by the ARB or commercial vehicles, which description shall include but not be limited to trucks, truck-tractors, semi-trailers and commercial trailers, as well as the parking of any travel or recreation trailers, whether self-propelled or those towed, as well as any mobile homes, at any time on driveways or otherwise on any Lot or on the public streets of the Subject Property, is prohibited except for loading or unloading purposes. The parking of vehicles, except on driveways or in closed garages is prohibited. Except where stored in a closed garage or upon a Lot under such terms and conditions as the ARB, in its absolute discretion, may approve in advance on a case by case basis, no boats or boat trailers may be parked on driveways or otherwise on any Lot or on the public streets of the Subject Property. It is acknowledged and agreed by all Owners by purchasing said Lot that a violation of any of the provisions of this paragraph shall impose irreparable harm and damages to the other Owners. Said Owners further agree that a reasonable assessment of such damages would be \$50.00 for each day that such violation occurs after notification in writing to the violator by either the Developer or a duly elected representative of the Association. Said Owners further agree that until said Association is formed, the Developer would be the appropriate party to enforce this paragraph and to whom said damages would accrue, which damages would then be used for the benefit of all Lot Owners, with the further agreement that said Association would take over said rights, duties and responsibilities after it is formed.

22. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as heretofore granted by the Developer and at this time a part of the Public Records of Orange County, Florida. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels

in the easements, or which are or might be prohibited by the public authority to whom said easement is given. 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.

23. Air Conditioning Units. No air conditioning units shall be placed on the front of any Living Unit. If air conditioning units are located in the side yard on a corner Lot, it shall be screened from view.

24. Chimneys. Any exposed portion of chimney visible from outside of the Living Unit shall be constructed solely of brick, stone, stucco, wood or other material approved in advance in writing by the ARB..

25. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of lot lines extended. The same sight line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

26. Utility Connections. All house connections for all utilities, including but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority. All fuel storage tanks shall be located underground or completely screened from view with material approved by the ARB.

27. Trade or Business or Obnoxious Activities. No trade or business, commercial, industrial, or obnoxious or offensive activity shall be carried on upon any Lot or Living Unit nor shall anything be done thereon which may be or may become an annoyance to the neighborhood; provided, however, the Developer may maintain a sales office until all Lots are sold.

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

29. Written Approval. ARB approval or disapproval as required by this Planning Criteria shall be in writing. If the ARB disapproves the project within 60 days after the plans and specifications are submitted, the project shall not be commenced. If the ARB approves the project or fails to disapprove the project within 60 days after the plans and specifications are submitted, the project may be built.

30. Enforcement. The commencement of construction, alteration, or modification of any structure or other improvement of whatever nature, without limitation, without first submitting plans and specifications to and obtaining the written approval of the ARB and otherwise complying with the provisions of the Declaration of Covenants and Restrictions (including the ARB Planning Criteria), shall be a violation thereof. Upon delivery of written notice of violation to the person so violating the Declaration of Covenants and Restrictions by the Developer, the Association, the ARB or the Owner of any Lot, the person so violating the Declaration of Covenants and Restrictions shall within 30 days after delivery of

such written notice, remove the said structure or other improvement from the Properties and cause the Lot to be restored to the condition in which it existed immediately prior to the unauthorized commencement of construction, alteration or modification. If such unauthorized improvement is not removed within such 30 day period, the Developer, or the Association, or the ARB or the Owner of any Lot shall have the right to enforce the provisions hereof pursuant to Article VI, Section 4 and Article XIII of the Declaration of Covenants and Restrictions.

RECORDED & RECORD VERIFIED

James H. Larkin
County Commissioner, Orange Co., FL

BY-LAWS
OF
ROSE HILL PHASE II HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is ROSE HILL PHASE II HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

The principal office of the Association shall be located at 425 West Colonial Drive, Suite 201, Orlando, Florida, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to ROSE HILL PHASE II HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

Section 3. "Retention Areas" shall mean and refer to those areas of land designated on the Plat of Rose Hill Phase II as Tract A, Tract B, Tract C and Tract D, to be devoted to the general use of the public as landscaped stormwater retention areas.

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

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 numbered 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 CURTIS DEVELOPMENT, INC., its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the Properties 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.

ARTICLE III

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 six o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. SPECIAL MEETINGS. Special meetings of the members may be called at any time by a majority of the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership, upon written notice to each member not less than 30 days nor more than 60 days in advance of the meeting.

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, at least ten (10) days before such meeting. 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. Notice of special and annual meetings shall conform to the requirements of the Articles of Incorporation.

Section 4. QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitled to cast one-third (1/3) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members present entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

ARTICLE IV

BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 1. NUMBER. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. TERM OF OFFICE. At the first annual meeting, the members shall elect three (3) directors for a term of one year.

Section 3. REMOVAL. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. COMPENSATION. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. ACTION TAKEN WITHOUT A MEETING. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the

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

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

ARTICLE VI

MEETING OF DIRECTORS

Section 1. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held annually without notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon.

(b) 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.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the By-Laws, the Articles of Incorporation, or the Declaration.

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

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

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

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

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

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

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

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

(3) foreclose the lien against any property for which assessments are not paid within ninety (90) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

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

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

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

(g) Cause the Retention Areas to be maintained except for those improvements for which a public authority or utility company is responsible.

ARTICLE VIII

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 of Directors, a secretary, a treasurer and such other officers as the Board may from time to time by resolution create.

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

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

president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall be necessary to make it effective.

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

Section 7. MULTIPLE OFFICES. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES. The duties of the officers are as follows:

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

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

(c) SECRETARY. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate records; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

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

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law. 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 attorney's 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 non-use of the Common Areas or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: ROSE HILL PHASE II HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended by the Board of Directors upon approval of at least fifty-one percent (51%) of the membership, voting in person or by proxy at a regular or special meeting of the members; except that if the Developer seeks Federal Housing Administration or Veterans Administration approval of The Property, the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

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

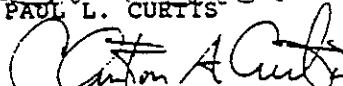
ARTICLE XIV

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of the ROSE HILL PHASE II HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 12th day of November, 1985.


PAUL L. CURTIS


CLINTON A. CURTIS


CARYL G. ELROD