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SUPPLEMENTAL

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ADDING

"BAKER'S CROSSING PHASE TWO"

THIS DECLARATION, made on the date hereinafter set forth by WESTLAKE PLANTATION, LC, A FLORIDA LIMITED LIABILITY COMPANY, having an address of 1053 Maitland Center Commons Blvd., 2nd Floor, Maitland, Florida 32751 (hereinafter the "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Seminole County, Florida, more particularly described as Lots 1 through 139, BAKER'S CROSSING PHASE TWO, according to the Plat thereof, as recorded in the Public Records of Seminole County, Florida, and being also described in the attached Exhibit "A".

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

**ARTICLE I
DEFINITIONS**

As used herein and in all amendments hereto, the following words shall have the following meanings unless the context requires otherwise:

A. "Assessment" means a share of the funds required for the payment of common expenses which from time to time are assessed against a unit owner.

B. "Association" or "Corporation" means BAKER'S CROSSING

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HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation of the Homeowners Association.

C. "Board of Directors" means the Board of Directors of the Association.

D. "Builder" or "Builders" means those entities who purchase lots from the Developer for purposes of constructing single family residences and selling to the consuming public.

E. "By-Laws" means the By-Laws of the Association.

F. "Declaration" means this Declaration of Covenants, Conditions and Restrictions and all Exhibits attached hereto as the same, from time to time, may be amended.

G. "Association Property" shall mean and refer to any lands and improvements which are to be operated, maintained or improved by the Association as the result of (i) specific designation of any lands or improvements as Association Property by this Declaration or any Supplemental Declaration or Amendment hereto, (ii) a decision of the Board of Directors of the Association designating lands or improvements as Association Property. The Declarant hereby designates the following as Association Property:

The maintenance, repairs, replacement, lighting, and irrigation of the Association Property including the stormwater management system and amenities and the preservation areas, otherwise known as: Tracts "B" and "C" ("Wall and Landscape Basement Areas"), and Tracts "D", "E" and "F" ("Preservation Areas"), Tracts "G" ("Stormwater Retention Area"), and Tracts "I" ("Landscape Buffers") as shown on the Plat of BAKER'S CROSSING PHASE TWO, according to the Plat thereof, as recorded in the Public Records of Seminole County, Florida.

The maintenance, repair, replacement, lighting and irrigation of all main entrance features, walls, signs, and landscaping located on the Property as shown by the Plat of BAKER'S CROSSING PHASE TWO, according to the Plat thereof, as recorded in the Public Records of Seminole County, Florida.

The maintenance, repairs, and replacement, of all streets, otherwise known as Tracts "A" (the "Streets"), as shown on the Plat of BAKER'S CROSSING PHASE TWO, according to the Plat thereof, as recorded in the Public Records of Seminole County, Florida.

Tracts "H" ("Lift Station") has been or will be conveyed to the City of Sanford.

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H. "Common Expenses" means (1) expenses of administration and management and maintenance of the Association Property; (2) expenses declared common expenses by the provisions of this Declaration or the By-Laws; and (3) any valid charge against the Association as a whole.

I. "Common Property" shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association at Common Expense.

J. "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues over and above the amount of money expended as common expenses.

K. "Developer" means WESTLAKE PLANTATION, LC, A FLORIDA LIMITED LIABILITY COMPANY, its assigns, designees, nominees and successors-in-interest.

L. "Declarant" means WESTLAKE PLANTATION, LC, A FLORIDA LIMITED LIABILITY COMPANY, its assigns, designees, nominees and successors-in-interest.

M. "Institutional Lender" or "Institutional Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust, Federal National Mortgage Association, Federal Home Loan Mortgage Association, or any other generally recognized institutional-type lender or its loan correspondent, or any agency of the United States Government, the State of Florida, or the County of Seminole.

N. "Lot or Lots" means the 139 Lots which are subject to exclusive, fee simple ownership; said Lots being designated as Lots 1 through 139 on the Plat of BAKER'S CROSSING PHASE TWO, according to the Plat thereof, as recorded in the Public Records of Seminole County, Florida.

O. "Owner" or "Member" means that person or entity owning a Lot or Lots in BAKER'S CROSSING PHASE TWO.

P. "Subdivision" means BAKER'S CROSSING PHASE TWO, according to the Plat thereof, as recorded in the Public Records of Seminole County, Florida.

Q. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit treat or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity

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and quality of discharges.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS HERETO

1. Property Subject to Declaration. The Property described in Exhibit "A" is an shall be improved, transferred and occupied subject to this Declaration. All Surface Water or Stormwater Management Systems are hereby included within the definition of the property which is the subject of this Declaration.
2. Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain, or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain, or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.
3. Additional Property. Declarant shall have the right, but not the obligation, to bring within the scheme of this Declaration, as additional property, additional lands within the vicinity of the property subject to this Declaration, at any time within ten (10) years from the date of this Declaration is recorded, without the consent of the members of the Association or any mortgagee or other lienholder on any lot, so long as the Developer is a Class B member of the Association, and provided that the Federal Housing Administration and Veterans Administration do not object to such annexation. Notwithstanding the foregoing, in no event shall any additional property be subject to this Declaration until such property is specifically incorporated into the scheme of this development as provided in Section 4, below. In the event additional phases of the development may become common property, said common property will at that time, be owned and maintained by the Association.
4. Method of Annexation. Additions authorized under this Article shall be made by recording a supplemental Declaration, extending the scheme of this Declaration, which shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property into the scheme of this Declaration and extending the jurisdiction of the Association to the additional property. Said supplemental Declaration may contain such terms and provisions

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not inconsistent with this Declaration, as may be desirable to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches being implemented. Upon the recording of any supplemental Declaration, the owners shall also have the right and non-exclusive easement to the use and enjoyment in and to the common properties, if any, and an obligation to contribute to the cost of operating, maintaining and insuring the additional common properties. Any supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recording of any supplemental Declaration, the additional property described herein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

2. **BAKER'S CROSSING HOMEOWNERS ASSOCIATION** shall be composed of all title owners of a fee simple estate in an individual lot or lots of the Subdivision. Each Owner is also a Member of the Association, and only Owners are entitled to be Members of the Association. The Association shall be charged and vested with powers pursuant to this Declaration, or as may be prescribed by law and set forth in the formation documents and By-laws of the Association, as they may from time to time be amended.

3. Voting Rights. The Association shall have two classes of voting membership:

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

B. **Class B.** The Class B member shall be the Developer, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever first occurs:

1. When three-fourths of the Lots have been sold to Owners other than the Developer; or

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2. On January 1, 2012.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

1. Common Expenses of the Association shall include expenses of the operation, maintenance, repair or replacement the Common Property, costs of carrying out the duties of the Association, and any other expenses designated as common expenses by this Declaration and the By-Laws.
2. Each Lot shall pay its pro-rata share of the Common Expenses of the Association. Pro-rata share shall mean the number of Lots owned divided by the total number of Lots subject to this Declaration as may now exist or which may be added through supplemental declaration in accordance with Article II, hereof.
3. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the Common Expenses of the Association. A Lot Owner, regardless of how title is acquired, except as otherwise provided below, shall be liable for all assessments coming due while the Owner of a Lot. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for the latter's share of the Common Expenses up to the time of such voluntary conveyance.
4. The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and may assess sufficient monies from Lot Owners to meet this estimate. Assessments for Common Expenses shall be borne by Lot Owners, and Assessments shall be payable yearly or in other installments and at such times as may be fixed by the Board of Directors.
5. Should the Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the common expenses or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional Assessments to meet such needs of the Association.
6. The Board of Directors of the Association, in assessing for common expenses, may include therein a sum to be collected and maintained as a reserve fund for replacement of Common Property for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the Common Property, as well as the replacement of personal property which may be a portion of the Common Property. Allocations to such reserve fund shall be established in an amount such as to accrue and maintain a sum reasonably necessary to anticipate the need for replacement of Common Property.

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7. The Board of Directors of the Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of difficulty. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Unit Owners or as a result of emergencies.
8. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating or managing the Association or Common Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration.
9. All monies received from assessments may be commingled with other monies held by the Association. All assessments received by the Association shall be held for the benefit of the Lot Owners. No Lot Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Lot. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Lot Owner. When the Owner of a Lot shall cease to be a member of the Association by the divestment of his ownership of such Lot by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association.
10. Liability for assessments may not be avoided by abandonment of a Lot, or by waiver of the use of any Common Property or other property which an Owner is entitled to use or enjoy.
11. Assessments not paid within ten (10) days of when due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Additionally, the failure to pay any assessment within ten (10) days from the date due shall entitle the Association to levy a \$25 late charge per month against the defaulting Lot Owner. Payments made shall be applied to late charge, if any thereto, interest, and then to principal. The Association shall furnish to the mortgagee of any Lot, upon its request, written notification of any default in assessment payments of the Owner whose Lot is encumbered by that mortgage.
12. The Association has a lien on each Lot to secure the payment of assessments. The claim of lien shall secure all unpaid assessments which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest and all reasonable costs and attorneys' fees incurred by the association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien.

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13. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. In any suit for the foreclosure of said lien, the Association shall be entitled, subject to the approval of a court of competent jurisdiction, to rent from the Owner of any Lot, from the date on which the payment of any assessment or installment thereof became delinquent, and shall be entitled to recover an amount equal to the rental charged on comparable types of Lots in Seminole County, Florida.

14. A first mortgagee who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure shall be liable for the unpaid assessments that become due after the mortgagee's receipt of the deed or certificate of title in the manner and to the extent provided for in this Declaration.

15. The unpaid share of Common Expenses or assessments are common expenses collectible from all of the Lot Owners, including such acquirer, acquirer's successors and assigns. It is understood that such acquirer shall be liable for acquirer's share of common expenses or assessments attributable to acquirer's Lot from the date of acquiring said Lot. Except as provided in this Declaration, no Lot Owner may be excused from the payment of Lot Owner's proportionate share of the Common Expenses of the Association unless all Lot Owners are likewise proportionately excused from such payment.

16. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Lot Owners and for the improvement and maintenance of any Common Property and public rights-of-way and easements.

17. Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management systems, including, but not limited to, work within retention areas, drainage structures, and drainage easements.

18. The Developer has constructed a Drainage Swale upon each lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation, and repair of the swales on the lot. Maintenance, operation, and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences, or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by

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natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the lot(s) upon which the Drainage Swale is located.

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

20. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

21. The annual assessments provided for herein shall commence as to all Lots on the first day of the month after six months from the recording of the Plat of BAKER'S CROSSING PHASE TWO. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance. The assessments shall be payable in advance in one payment or in monthly or quarterly installments as determined by the Board of Directors.

22. The Declarant, Developer and Builder shall have no obligation to pay regular monthly, quarterly or annual assessments. Instead, the Declarant, Developer and Builder may elect to pay any shortfalls in the operating budget between the amount collected from Class A members and the expenses of the Association, for so long as the Developer is a Class B member. The obligation to pay assessments shall begin when the Builder passes fee simple title to

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a Lot with a single family residence constructed thereon to a third person, or rents/leases a Lot with a single family residence constructed thereon to a third person. For purposes of this paragraph 3, an agreement for deed shall be considered a transfer of the fee simple title to a Lot. Further, provided, however, that any transfer of a Lot from the Builder to a subsequent Builder shall constitute a transfer subjecting the Lot to assessment as provided herein.

23. The Association and its property may not be encumbered, mortgaged or conveyed without the consent of at least two-thirds (2/3rds) of the vote of the Members entitled to vote.

ARTICLE V
ARCHITECTURAL CONTROL

1. Architectural Control and Architectural Review Board (the "ARB"). All Lots and improvements in the Subdivision are subject to architectural and environmental review. This review shall be in accordance with this Article and the Criteria described below. No site-work, landscaping, utilities extensions, drainage improvements, paving, parking areas, building, fence, wall or any other physical or structural improvement, or change or alteration to the exterior of any existing structures or improvement, or to any existing landscaping, shall be commenced, erected or maintained until the plans and specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the Architectural Review Board (the "ARB") as to consistency with the harmony of exterior design and materials, location in relation to surrounding structures, and drainage features and topography.

The ARB shall promulgate and revise from time to time the Planning Criteria for the Subdivision. The Planning Criteria shall be set forth in writing and made available to all builders doing business in the Subdivision, and to all Members and prospective Members of the Association. The Planning Criteria may include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration, including without limitation minimum square footage requirements for residential dwelling units. In no event, however, shall the square footage for any residential dwelling unit be less than 1,200 square feet.

So long as the Declarant owns any lands subject to this Declaration or any Supplemental or Amended Declaration, the Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board of Directors of the Association. The ARB shall consist of no less than three (3) members, none of whom shall be required to be

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owners or occupants of the Subdivision. The Declarant may at any time assign in writing its powers of removal or appointment to any entity or person, subject to such terms and conditions as the Declarant may choose to impose. Nothing herein contained shall be deemed to limit the right of an Owner to finish or alter the interior of the Owner's improvements as the Owner deems appropriate or desirable. The concurrence of a majority of the members of the ARB shall be required for any decision of the ARB.

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 any proposed improvement, alteration, etc., is not consistent with the letter or intent of the Planning Criteria or the Development Plan, such alteration or improvement shall not be made.

2. Approval or Disapproval. Unless waived by the ARB, all plans and specifications shall be prepared by a qualified residential designer or architect, and said person to be employed by and at the expense of the Owner making the application. Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the reasonable dissatisfaction of the ARB with the location of the structure on the lot, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the property, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgement of the ARB, will render the proposed item of improvement in harmonious or out of keeping with the Planning Criteria. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner clearing the lot and commencing construction upon the lot. The Owner shall obtain a written receipt for the plans and specifications from an authorized agent of the ARB. Plans and re-submittal thereof shall be approved or disapproved within thirty (30) days after receipt by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be an approval of the plans as submitted or resubmitted. The ARB approval or disapproval, as required by this Declaration, shall be in writing and shall accompany one (1) copy of the plans, etc., to be returned to the Owner. Whenever the ARB disapproves plans and specifications, the disapproval shall be accompanied by a written outline of the reason or reasons for such disapproval. The remaining copy shall become the property of the ARB. The Board of Directors for the Association may set nominal fees from time to time for reviewing plans and specifications.

3. Violations; Waiver. The work approved must be performed strictly in accordance with the plans, specifications and plot

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plans as submitted and approved. If, after such plans and specifications have been approved, the Improvements are altered, erected, or maintained upon the property otherwise than as approved by the ARB, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the ARB having been obtained as required by this Declaration. After the expiration of one (1) year from the date of completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance executed by the ARB shall appear of record in the office of the Clerk of the Circuit Court of Seminole County, Florida, or legal proceedings shall have been instituted to enforce compliance with these provisions. Upon approval of the ARB, it shall be conclusively presumed that the location and exterior configuration of any building, structure or other improvement placed or constructed in accordance with the approved plans and specifications does not violate the provisions of this Declaration. The approval of the ARB of any plans or specifications submitted for approval as herein specified shall not be deemed to be a waiver by the ARB of its rights to object to any of the features or elements embodied in such plans or specifications if or when the same features or elements are embodied in any subsequent plans or specifications submitted, nor shall its approval be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

4. Variances. The ARB may authorize variances from compliance from any of the architectural provisions of this Declaration or the Planning Criteria, including without limitation restrictions upon height, size, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and must be signed by at least two (2) members of the ARB and shall be effective upon delivery to the Owner. The granting of such a variance shall not operate to waive in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Parcel, including but not limited to zoning ordinances and setback requirements imposed by the County of Seminole. The ARB shall have no obligation to grant a variance for similar conditions in a subsequent case.

5. Waiver of Liability. Neither the Declarant, the ARB, any member of the ARB, or the Association, or any of their representatives shall be liable in damages to anyone submitting plans for approval or to any Owner or Occupant of the Subdivision by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the, approval or disapproval of any plans, or the failure to approve any plans. Every person who submits plans for approval agrees, by submission of such plan, and every Owner or occupant of any Parcel agrees, by "acquiring title

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thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages. Approval of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents pursuant hereto or otherwise is given solely to protect the aesthetics of the Subdivision and shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereon complies with, or is not in violation of, any applicable laws, codes, rules or regulations.

The Declarant, the ARB, or any agent or architect thereof, shall not be responsible in any way for any defects in any plan or specifications submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans and specifications.

This Article may not be amended without the Declarant's written approval so long as the Declarant owns any Lot in the Subdivision.

6. Enforcement of Planning Criteria. The Declarant and the Board of Directors shall have the standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should the Declarant 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 from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days written notice, the Declarant and the Association shall have the right to enter upon the Owner's property, make said 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. The Declarant and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to the property or person unless caused by negligence or intentional wrongdoing.

7. Term of Approval. Approval by the ARB shall be effective for a period of one (1) year from the date the approval is given, or one (1) year from the expiration of the thirty (30) day period specified in Section 2 hereof where approval is not expressly granted or denied. If construction has not commenced within the said one (1) year period, the approval shall have expired and no construction shall thereafter commence without written renewal of such prior approval. Written renewal of prior approval may be denied by the ARB in their reasonable discretion.

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ARTICLE VI
EXTERIOR MAINTENANCE

1. Owner's Responsibility: Default. It shall be the affirmative duty of each Owner at all times to keep and maintain the improvements, landscaping and stormwater drainage and retention improvements located on and serving to drain only its Lot in good and presentable condition and repair consistent with the approved plans and Specifications therefor. The Association shall have the right to provide exterior maintenance upon any Lot and improvements thereon in the event of default by any Owner in that Owner's duties hereby imposed; subject, however, to the following provisions. Prior to performing any maintenance on an Owner's property, the Board of Directors of the Association shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of the Subdivision. Except in the event of an emergency, prior to commencement of any maintenance work, the Board of Directors must furnish fifteen (15) 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 commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Association may procure said repairs and charge the Owner for same. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right, but not the obligation, to enter in or upon any Lot and the exterior of any improvements located thereon, or to hire personnel to do so, to make such necessary repairs, or maintenance as is specified in the written notice. In this connection, the Association shall have the right, but not the obligation to do such things as, but not limited to, paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, maintenance, and removal of debris; which in the opinion of the Association, detracts from the overall beauty and setting of the Subdivision. The Declarant and the Association, or their agents or employees, shall not be liable to the Owner for any trespass or damages or injury to the property or person of the Owner or the occupants or invitees of the affected Lot or improvements thereon unless caused by negligence or intentional wrongdoing.

2. Assessment of Cost. The cost of the repair or maintenance referred to in Section 1 shall be assessed as an individual assessment against the Owner of the Lot or improvements upon which such maintenance is done. Said individual assessment shall be secured by a lien upon the affected Lot and improvements and shall also constitute a personal obligation of the Owner. The individual assessment shall be collectible, along with interest at the highest rate allowed by law from date of expenditure to date of payment by

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the Owner, and costs of collection and attorneys' fees, in the same manner as delinquent annual assessments.

3. Access at Reasonable Hours. For the purpose of performing the repairs or maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right to enter upon any Lot and the exterior of any improvements thereon during reasonable hours on any day except Sundays and national holidays, except that in an emergency situation, as determined by the Board, entry may be made on any day and at any hour.

4. Association Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property amid Areas of Common Responsibility.

ARTICLE VII
RESTRICTIVE COVENANTS

The Properties shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every Owner and every Owner's heirs, personal representatives, tenants, invitees, successors and assigns, as follows:

1. Landscaping. Landscaping on each Lot and stormwater drainage and retention features located on and serving only that Lot shall be continuously maintained in good, aesthetically pleasing condition by the Owner thereof. Owners shall maintain their lawns by mowing and edging to prevent overgrowth and trees and shrubbery shall be maintained to prevent obstruction of roads and walkways. Landscaping as approved by the ARB shall be installed prior to occupancy or completion of any buildings (as evidenced by a certificate of occupancy or its equivalent), whichever occurs first.

2. Obnoxious or Offensive Activity. No obnoxious or offensive activity shall be allowed upon the Subdivision, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Lots, nor shall any improper unsightly, offensive or unlawful use be made of any Lot, improvements thereon or of the Common Property, nor any part thereof, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

The use, enjoyment and occupancy of the Lots shall be in such a manner so as not to cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoining property or any portion or portions thereof: noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness; smoke; noxious or toxic

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or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; or vibration. The normal activities surrounding construction of an ARB approved residence shall not violate the prohibition contemplated herein.

3. Rules and Regulations. Rules and regulations promulgated by the Board of Directors of the Association as to the use and enjoyment of the Subdivision shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, clotheslines, parking, vehicle traffic and the state of repair of vehicles, tree removal, gutters, pets, game and play structures, swimming pools, television antennae, driveways, walkways, sight distances at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board of Directors to promulgate and enforce rules and regulations. Such rules and regulations may augment or clarify the terms of this Declaration or any provision, covenant or, restriction herein contained. Copies of such rules and regulations shall be made available to each Owner prior to the time same become effective.

4. Pets. Dogs, birds and cats may be kept in reasonable numbers as pets only, and shall not be sold or offered for sale or maintained or bred for any commercial use. Birds, dogs, and cats which are kept as pets shall be sheltered inside structures; no animal shelter shall be permitted outside other than customary structures as approved by the ARB. All dogs and cats must be leashed when outside and shall not be permitted to run loose. No other animals, fowl, reptiles or livestock shall be kept or maintained in the Subdivision. No animal shall be permitted to remain if it disturbs the tranquility of the Subdivision or the Owners or tenants thereof.

5. Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Subdivision except in covered or sealed sanitary containers. All such sanitary containers must be stored within each building buried underground, or placed within an enclosure or concealed by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integrated with the concept of the building plan, shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. Rules regarding periodic pick-up of trash removal shall be set from time to time by the Board of Directors of the Association.

6. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards

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established from time to time by the Board of Directors of the Association.

7. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a continuous period in excess of forty-eight (48) hours; provided, however this provision shall not apply to any such vehicle being kept in an enclosure and not visible from the street or any neighboring Parcel. Additional rules and regulations regarding use, repair and storage of vehicles in the Subdivision may be promulgated from time to time by the Board of Directors.

8. Temporary Structures. No building or structure of a temporary character, including trailers, tents and shacks shall be permitted in the Subdivision; provided, however, temporary improvements used solely in connection with the construction of ARB approved permanent improvements shall be permitted so long as located as inconspicuously as possible and removed immediately upon completion of such construction.

9. Signs. No signs, advertisements, billboards, solicitation or advertising structures of any kind shall be erected, modified or maintained on any Lot unless prior written approval of the ARB is obtained. The restrictions of this section shall not apply to the Declarant or any builder approved by the Declarant.

10. Air-Conditioning Equipment. No air-conditioning equipment which is visible on the exterior of any improvement shall be permitted in the Subdivision unless approved by the ARB. Approval shall be based upon adequacy of screening and/or landscaping of such equipment. The ARB may prohibit window air-conditioning units altogether or impose stricter standards.

11. Drainage Structures. No person (other than the Declarant), without the prior written approval of the ARB, shall obstruct, alter or in any way modify the method and/or structures of drainage utilized or now or hereafter installed by the Declarant or the Association from, on and over any Lot, Common Property or any Area of Common Responsibility; nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

12. Antennae. No outside antenna, including without limitation any television, radio, microwave or dish antenna, shall be erected, used or maintained in the Subdivision without the prior written approval of the ARB.

13. Subdivision. No part of the Subdivision or any Lot therein shall be further subdivided without the prior written consent of the Declarant for so long as the Declarant owns any lands in the Subdivision, and thereafter by the Board of Directors.

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14. Completion of Construction. After commencement of construction of any improvements in the Lots, the Owner shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The Owner of the Lot on which improvements are being constructed shall at all times keep public and private streets contiguous to the Parcel free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements.
15. Excavation. No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and sodded, as provided on the approved plans for landscaping.
16. Maintenance of Protective Screening. Any protective screening constructed along exterior Lot lines as a buffer against the encroachment of noise, dust and/or visual pollution, or other adverse influences, shall be maintained by the Owners of such Parcel, at such Owner's expense, including the repair and replacement thereof from time to time, for so long as such buffer shall continue to be necessary by virtue of the continued adverse influence on the adjacent properties, which such necessity shall be determined by the ARB.
17. Utility Service. No service lines shall be constructed, placed or maintained anywhere in or upon the Subdivision unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or an buildings or other approved improvements; provided electrical transformers may be permitted if properly screened and approved by the ARB. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to the construction of approved improvements. The foregoing requirement to place "service lines" underground shall not apply to "transmission lines" now or hereafter existing on the Subdivision. As used herein, the term "service line" shall include lines, wires, or other devices for the communication or transmission of electric current or power on any site or part thereof, including without limitation telephone and television signals.
18. Mailboxes. No mailboxes shall be permitted in the Subdivision unless and until approved by the ARB, and subject to such requirements as may be imposed by the ARB.
19. Clotheslines. No outdoor clotheslines or other drying facilities shall be permitted in the Subdivision.
20. Play Structures and Yard Accessories. All yard accessories and play structures, including basketball backboards and any other fixed games, shall be located at the side or rear of the

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residential structure or to the rear of the residences on corner
Parcels, within the setback lines.

21. Trees. Trees measuring six inches (6") or more in diameter at
three (3) feet or more above ground level shall not be cut or
removed from the Subdivision without the prior written consent of
the ARB unless the trees are located within five (5) feet of the
residence or its proposed location as approved by the ARB.

22. Sidewalks. Sidewalks shall be constructed upon each
Residential Unit in accordance with Seminole County standards, at
the expense of the Owner thereof. A sidewalk in front of the lot
and on the side if the Residential Unit is a corner lot, shall be
completed on or before the earlier of (i) completion of
construction of the residence or (ii) occupancy of the residence.

23. Leasing or Renting. Leasing or renting of a portion of a
Residential Unit less than the whole shall not be allowed. Leasing
or renting of a full Residential Unit to two or more unrelated
individuals shall only be allowed with the approval of the
Association. Leasing or Renting for periods of time less than 6
months shall not be allowed.

24. Fences. All fencing or other enclosures shall be of such
dimension, composition and configuration as approved by the ARB.

25. Swimming Pools. Swimming pools and enclosure are subject to
ARB approval. No above-the-ground pools shall be permitted.

26. Setbacks & Minimum Distance of Property Line. Front Yard,
Side Yard, Rear Yard, Rear Pool, and Driveways shall be in
compliance with the standards set forth by the County of Seminole.

27. Minimum Residential Area. All residential structures shall
have a minimum of 1,200 square feet of living area under air-
conditioning.

ARTICLE VIII
SALES OFFICE

For as long as the Declarant owns any property in the
Subdivision, the Declarant shall have the right to transact any
business necessary to consummate sales of any Lot in the
Subdivision, including, but not limited to the right to maintain
Model Units, have signs and employees in the offices. Sales office
signs and all items pertaining to sales shall remain the property
of the Declarant and/or the Declarant's authorized agent.

ARTICLE IX
GENERAL PROVISIONS

1. Duration. The covenants and restrictions of this Declaration

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shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their legal representatives, heirs, successors and assigns, for a term of Thirty (30) 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 have 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 Three (3) years in advance of the effective date of such changes, and unless written notice of the proposed agreement is sent to every Owner at least Ninety (90) days in advance of any action taken.

2. Notices. 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, postage prepaid, 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 mailing.

3. Enforcement. 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 Declarant, 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 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 Declarant, an individual Owner, and/or the Association be required to enforce the provisions hereof by legal action, the prevailing party shall be entitled to recover all costs and expenses incurred, including the reasonable attorney's fees and costs incurred whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings and shall be entitled to a lien upon the Lot owned by the losing party to secure payment of same. 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 Declarant, 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 violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation, and repair of the Surface Water or

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Stormwater Management System.

4. Severability. The invalidation of any provision or provisions of the covenants or restrictions set forth herein by Judgement 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.

5. Amendments. This Declaration may be amended at any time by a two-thirds (2/3) vote of the Association Members entitled to vote, and any such amendment shall thereafter be recorded in the Public Records of Seminole County, Florida, and shall thereupon become a part of this Declaration as though the same were first set out herein.

Any amendment to the Covenants and Restrictions which alter any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Dated this 15th day of July, 2002.

WESTLAKE PLANTATION, LC,
a Florida limited liability company

By: [Signature]
Fernando Sikes, Manager

Signed in the presence of the following witnesses:

[Signature]
Witness Signature
Shelly McMillen
Print Name of Witness

[Signature]
Witness Signature
ALICIA B. WALMER
Print Name of Witness

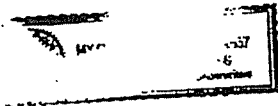
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STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned notary public, the foregoing instrument was sworn to, acknowledged and subscribed to before me this 15th day of July, 2002, by Fernando Sikes, as Manager of WESTLAKE PLANTATION, LC, A FLORIDA LIMITED LIABILITY COMPANY, and who did take an oath.

Check One:

He/she is personally known to me; or
 He/she has produced Driver License as identification.



Shelly McMillen
NOTARY PUBLIC
Shelly McMillen

(typed-printed or stamped name of Notary)
My Commission Expires:



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EXHIBIT "A"

**LEGAL DESCRIPTION AS SHOWN ON
THE PLAT OF BAKER'S CROSSING PHASE TWO**

SECTION 18, TOWNSHIP 20 SOUTH, RANGE 31 EAST
CITY OF SANFORD, SEMINOLE COUNTY, FLORIDA

Legal Description

A portion of Section 18, Township 20 South, Range 31 East, Seminole County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northwest 1/4 of said Section 18; thence run N 00°18'48" E, a distance of 302.27 feet; thence departing said East line, run N 90°00'00" W, a distance of 21.00 feet to the Northwest corner of Tract "C" of Baker's Crossing Phase I, according to the plat located in Plot Book 40, Pages 27-28 of the Public Records of Seminole County, Florida and the POINT OF BEGINNING; thence continue to run N 90°00'00" W, a distance of 820.58 feet; thence run N 81°54'33" W, a distance of 71.28 feet; thence run N 89°23'18" W, a distance of 340.00 feet; thence run N 00°24'42" E, a distance of 820.58 feet; thence run N 00°24'42" E, a distance of 110.00 feet; thence run N 89°23'18" W, a distance of 110.19 feet; thence run N 89°23'18" W, a distance of 17.89 feet; thence run N 00°14'18" E, a distance of 300.01 feet; thence run N 89°23'18" W, a distance of 51.87 feet; thence run S 89°23'18" W, a distance of 50.01 feet; thence run N 89°38'15" W, a distance of 211.88 feet; thence run N 84°14'19" W, a distance of 50.01 feet; thence run N 73°29'49" W, a distance of 51.87 feet; thence run N 89°23'18" W, a distance of 50.00 feet; thence run N 89°23'18" W, a distance of 50.00 feet; thence run N 89°23'18" W, a distance of 51.88 feet; thence run N 89°23'18" W, a distance of 50.00 feet; thence run N 00°23'30" E, a distance of 110.00 feet; thence run N 00°23'30" E, a distance of 807.66 feet; thence run N 00°23'30" E, a distance of 186.00 feet; thence run S 89°33'48" E, a distance of 1022.91 feet to the POINT OF BEGINNING.

Together with:

Commence at the Southeast corner of the Northwest 1/4 of said Section 18; thence run N 89°23'18" W, along the South line of said Northwest 1/4, a distance of 1106.21 feet; thence departing said South line, run N 00°27'02" E, a distance of 40.00 feet to the Southwest corner of Tract "C" of Baker's Crossing Phase I, according to the plat thereof, as recorded in Plot Book 60, Pages 27-28 of the Public Records of Seminole County, Florida and the POINT OF BEGINNING; thence run N 89°23'18" W, a distance of 1053.74 feet; thence run N 00°23'28" E, a distance of 203.00 feet; thence run N 32°32'52" E, a distance of 7.58 feet; thence run S 89°24'30" E, a distance of 109.89 feet; thence run N 42°28'01" E, a distance of 54.87 feet; thence run S 89°17'34" E, a distance of 370.69 feet; thence run S 89°13'31" E, a distance of 248.84 feet; thence run S 89°38'15" E, a distance of 208.43 feet; thence run S 00°42'20" W, a distance of 651.4 feet; thence run S 17°34'20" E, a distance of 63.28 feet; thence run S 53°35'49" E, a distance of 76.03 feet; thence run S 00°27'02" W, a distance of 107.78 feet to the POINT OF BEGINNING.

Containing 40.2457 acres, (1753104.81 sq. ft.) more or less.

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EXHIBIT "B"

**ARTICLES OF INCORPORATION FOR
THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION, INC.**

FILE NUM 200231831
OR BOOK 04326 PAGE 0390

**ARTICLES OF INCORPORATION OF
THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION, INC.**

The undersigned, acting as incorporator of a corporation under the non-profit Corporation Act of the State of Florida, adopts the following articles of incorporation.

ARTICLE I - NAME

The name of the corporation is THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION, INC.

ARTICLE II - EXISTENCE AND DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE III - PURPOSES AND POWERS

The purposes for which the corporation is organized are:

A. To operate THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION and to undertake the performance of, and to carry out the acts and duties incident to the administration of THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION in accordance with the terms, provisions, conditions, and authorizations contained in these Articles, the By-laws of THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION, and the Declaration of Covenants, Conditions and Restrictions of BAKER'S CROSSING recorded among the public records of Seminole County, Florida;

B. To carry out the duties and obligations given by the Declaration of Covenants, Conditions and Restrictions of BAKER'S CROSSING recorded among the public records of Seminole County, Florida; and

C. To establish By-Laws and Rules and Regulations for the operation of THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION and to provide for the formal administration of THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION, and to enforce the Declaration of Covenants, Conditions and Restrictions of BAKER'S CROSSING recorded among the public records of Seminole County, Florida, and the By-laws of THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION.

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D. The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit number 4-117-65100-1 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

E. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

ARTICLE IV - MEMBERSHIP

The qualifications for members and the manner of their admission shall be regulated by the Declaration of Covenants, Conditions and Restrictions of BAKER'S CROSSING recorded among the public records of Seminole County, Florida, and the By-laws of THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION.

ARTICLE V - REGISTERED OFFICE

The initial registered office of the corporation shall be at 1399 West State Road 434, Longwood, Florida 32750.

ARTICLE VI - REGISTERED AGENT

The initial registered agent, and his address is Barry J. Walker, Jr., 235 South Maitland Avenue, Suite 216, Maitland, Florida 32751.

ARTICLE VII - MINIMUM NUMBER OF DIRECTORS AND ELECTIONS

The initial board of directors shall consist of at least three members.

The names and addresses of the persons who shall serve as directors until the first annual meeting of members, or until their successors shall have been elected and qualified, are as follows:

Michael E. Murray
1399 West State Road 434
Longwood, Florida 32750

Berry J. Walker, Jr.
235 S. Maitland Ave. #216
Maitland, FL 32751

Harry Hilton
1399 West State Road 434
Longwood, Florida 32750

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The method of election of directors shall be as stated in the By Laws of the Corporation.

ARTICLE VIII - OFFICERS

The affairs of THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION shall be administered by the following Officers, who shall serve at the pleasure of the Board of Directors of THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION. The names and addresses of the Officers who shall serve until the first election of Officers are as follows:

Michael E. Murray - President
1399 West State Road 434
Longwood, Florida 32750

Harry Hilton - Vice President/Secretary
1399 West State Road 434
Longwood, Florida 32750

Barry J. Walker, Jr. - Treasurer
235 S. Maitland Ave. #216
Maitland, FL 32751

ARTICLE IX - INCORPORATOR

The name and address of the initial incorporator is Michael E. Murray, 1399 West State Road 434, Longwood, Florida 32750

ARTICLE X - BY-LAWS

The By-laws of THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION shall be adopted by the initial Board of Directors. The By-laws may be amended only in accordance with the provisions of such By-laws to be adopted by the initial Board of Directors, and only in accordance with Florida law. Provided, however, once the By-laws are adopted by the initial Board of Directors, no portion of the By-laws may be altered, amended, or rescinded in such a manner as it will prejudice the rights of Westlake Plantation, LC, a Florida limited liability company, or mortgages of real property located within BAKER'S CROSSING subdivision as described in the Declaration of Covenants, Conditions and Restrictions of BAKER'S CROSSING recorded among the public records of Seminole County, Florida.

ARTICLE XI - AMENDMENTS TO ARTICLES

These Articles may be amended in the manner provided for under Florida Law and the By-laws of THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION. In no event, however, may these Articles be amended without the vote of two-thirds (2/3) of the members of the Association.

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**ARTICLE XII
DISSOLUTION**

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. In the event of a dissolution of the Association, all assets shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes.

**ARTICLE XIII
MATTER REQUIRING APPROVAL BY THE UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

So long as the Association has Class "B" Members, the United States Department of Housing and Urban Development ("HUD") shall have the right to approve annexations of additional property by the Association, mergers and consolidations by the Association, mortgaging of common areas, dissolution of the Association, and amendments to these Articles.

IN WITNESS WHEREOF the undersigned have made and subscribed to these articles of incorporation at Longwood, Seminole County, Florida, on this 21 day of January, 2002.

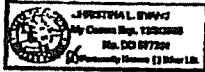
Michael E. Murray

Michael E. Murray

STATE OF FLORIDA
COUNTY OF SEMINOLE

Before me, the undersigned notary public, the foregoing instrument was sworn to, acknowledged and subscribed to before me this 21 day of January, 2002, by Michael E. Murray, who did take an oath.

Check One:
 He/she is personally known to me; or
 He/she has produced _____ as identification.



J. Stephen L. Ewing

NOTARY PUBLIC
(Typed-printed or stamped name of Notary)
My Commission Expires:

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FILE NUM 2002831831
OR BOOK 04326 PAGE 0402

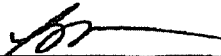
**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR THE SERVICE OF PROCESS IN THIS STATE**

The following is submitted in compliance with laws of the state of Florida:

THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION, Inc., a not-for-profit corporation organizing under the laws of the State of Florida with its principal office located at 235 South Maitland Avenue, Suite 216, Maitland, Florida 32751, hereby designates Berry J. Walker, Jr., as its agent at that address to accept service of process within this state.

ACCEPTANCE

I agree as Registered Agent to accept service of process; to keep the office open during prescribed hours; to put my name (and any other officers of said corporation authorized to accept service of process at the above designated address) in some conspicuous place in the office as required by law.



Berry J. Walker, Jr.

STATE OF FLORIDA
COUNTY OF ORANGE

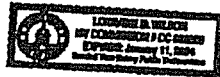
BEFORE ME, the undersigned authority, this day personally appeared BERRY J. WALKER, JR., who, after being duly sworn, deposes and says that the facts and matters contained above are true and correct and that he has executed the same for the purpose expressed therein.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of January, 2002.

(SEAL)



Notary Public
State of Florida
My Commission Expires: _____



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BY-LAWS OF
THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION, INC.
A NOT-FOR-PROFIT FLORIDA CORPORATION

ARTICLE I

IDENTITY

These are the By-Laws of THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION, INC., a Florida not-for-Profit Corporation (the "Association"). The Principal office of the Association shall be 1399 West State Road 434, Longwood, Florida 32750. All books and records of the Association shall be kept at the Principal office.

ARTICLE II

PURPOSE

This Association has been organized for the purpose of being a Homeowners Association within the meaning of Florida Statutes, (the "Act"), and in turn for the purpose of operating, governing, administering and managing the Property and affairs of THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION, INC., and to exercise all powers granted to it as a corporation under the laws of the State of Florida, these By-Laws, The Articles of Incorporation of The Baker's Crossing Homeowners Association, Inc. (the "Articles"), and the Declaration of Covenants, Conditions and Restrictions of Baker's Crossing Phase One which have been recorded in the Public Records of Seminole County, Florida (the "Declaration"), and further to exercise all powers granted to a Homeowners Association under the Act.

ARTICLE III

DIRECTORS AND OFFICERS

A. Directors.

1. The affairs of the Association shall be managed by a board of Directors composed of no less than one (1) person, and no more than three (3) persons. The members of the first Board of Directors are designated in the Articles of Incorporation and need not be members of the Association.
2. Directors and Officers shall be elected by the members at the annual meeting of members and shall hold office as provided hereinafter and until their successors are elected and shall qualify.
3. At least fourteen (14) days before the annual

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meeting, a complete list of members entitled to vote at such election, together with the addresses of each, shall be prepared by the Secretary. Such list shall be maintained at the office of the Association for fourteen (14) days prior to the election for the examination of every member of the Association and shall be produced and kept at the time and place of election, subject to the inspection of any member who may be present. At the first annual meeting of the members, Directors shall be elected for a term of one (1) year.

4. Directors other than the initial board of Directors shall be elected as follows:

a. Any property owner may submit a notice of candidacy for election to the Board of Directors. Such notice must be received by the Secretary of the Association at least sixty days prior to the meeting at which the election is to be held. The Secretary shall prepare and make available for inspection, at least thirty days before such meeting, a list of the candidates. Nominations may not be made in any manner other than the foregoing, except from the floor at the annual meeting provided further that such nominations is seconded by at least five members holding five votes and accepted personally by the person nominated. No member shall be considered for nomination or election to the board of Directors who at the time of nomination or election shall be 30 days or more delinquent in the payment of any annual or special assessment of the Association.

b. Directors shall be members of the Association, except that this provision shall not apply to the person designated to be the first board of directors.

c. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the membership shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

d. Any director may resign his office at any time upon written notice to the Board of Directors. At an annual meeting of members, or at any special meeting duly called for such purpose, any director may be removed with or without cause by the

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affirmative vote of the majority of the votes of the members present and voting, in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created for the remainder of the unexpired term. Any director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any director who becomes more than thirty (30) days delinquent in payment of any assessments may be terminated by resolution of the remaining directors and the remaining directors shall appoint his successor as provided in this article.

B. Officers.

The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer, any of whom may be members of the Board of Directors, and such other officers as the Board of Directors may appoint. The Officers named in the Articles of Incorporation shall serve until the first annual meeting of the board of Directors, and at such meeting the board of directors shall elect the aforesaid Officers. Officers elected at the first annual meeting of the Board of Directors shall hold office until the next and ensuing annual meeting of the Board of directors or until their successors shall have been elected and shall qualify.

C. Resignation, Vacancy, Removal and Compensation.

1. Any Director or Officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the president or Secretary of the Association.

The acceptance of a resignation shall be deemed to have occurred upon termination by the Director or Officer of membership in the Association.

2. Subject to the right of the developer to replace Directors selected by developer, when a vacancy occurs on the Board of Directors, the vacancy may be filled by the remaining members of the Board of at their next meeting, by electing a person who shall serve until the next annual meeting of the members.

When a vacancy occurs in an office for any cause before an officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term.

3. Any Director may be recalled and removed from office, with or without cause.

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4. Upon an affirmative vote of a majority of the of the Board of Directors, any Officer may be removed either with or without cause, and his successor may be appointed at any regular meeting of the Board of Directors or at any special meeting called for such purpose.

5. No compensation shall be paid to Directors or Officers for their services as Directors or Officers.

ARTICLE IV

POWERS AND DUTIES

OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, the Declaration of Covenants and Restrictions of Baker's Crossing Phase One (the "Declaration"), the Act as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted by the Declaration, these By-Laws, or the Articles of Incorporation, and the aforementioned powers of the Association shall include, but not be limited to, the following:

1. All of the powers specifically provided for in the Declaration and the Act.
2. The power to levy and collect assessments, based on a budget formally adopted by the Board of Directors. It is understood, however, that the failure of the Board of Directors or the members of the Association to adopt a budget shall not impair or affect the members' obligations to pay their share of the common expenses of the Association.
3. The power to acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Lots in The Baker's Crossing Phase One Subdivision, as may be necessary or convenient in the operation and management of the Association and in accomplishing the purposes set forth in the Declaration.
4. The power to expend monies collected for the purpose of paying the common expenses of the Association.
5. The power to purchase equipment, supplies and material required for the maintenance, repair, replacement, operation and management common property.
6. The power to insure and keep insured the common property.
7. The power to employ personnel to maintain common

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property.

8. The power to pay utility bills for utilities serving the common property.

9. The power to contract for the management of the Association.

10. The power to make reasonable Rules and Regulations and to amend them from time to time, and to see that all members are notified of such changes in the rules and regulations as may be enacted.

11. The power to improve the common property, subject to the limitation of the Declaration, the Articles and the Act.

12. The power to collect delinquent assessments by suit or otherwise and to abate nuisances and to enjoin or seek damages from Lot Owners for violation of the provisions of the Declaration.

13. The power to pay taxes and assessments which are liens against the common property, and to assess the same against the members of the Association.

15. The power to select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

16. The power to possess, enjoin, and exercise all power necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, mortgage, convey and deal in real and personal property.

17. The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and contained within the Declaration.

18. The power to subscribe and to enter into a contract with any person, firm or corporation to provide for the maintenance, operation, repair and upkeep of the common property.

19. The power to levy fines for the breach of rules and regulations.

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ARTICLE V

DUTIES OF OFFICERS

1. The President shall:

A. Act as Presiding Officer at all meetings of the membership of the Association and of the Board of Directors.

B. Call special meetings of the Board of Directors and of members.

C. Sign all checks, contracts, promissory notes, deeds and other instruments on behalf of the association, except those which the Board of Directors specifies may be signed by other persons.

D. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.

E. Appoint committees and be an ex-officio member of all committees, and to render a report an annual report at the annual meeting of the members.

2. The Vice President shall:

A. Act as the Presiding Officer at all meetings of the membership of the Association and of the Board of Directors when the President is absent.

B. Perform other acts and duties required of the President in the absence of the President.

C. Perform such other duties as may be required by the Board.

D. Sign checks on behalf of the Association in the absence of the President.

Should the President and Vice President be absent from any meeting, the remaining Directors shall select a person to act as chairman of the meeting.

3. The Secretary shall:

A. Attend all regular and special meetings of the members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

B. Have custody of the corporate seal and affix same when necessary or required.

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C. Attend to all correspondence on Board of Directors and keep membership books.

D. Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the supervision, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors and members, which minute book shall at all reasonable times be available at the office of the Association for inspection by members, or their authorized representatives, and Directors, and act as transfer agent to record transfers and rules and regulations in the corporate books. The minutes of all meetings of the Board of Directors and of members shall be retained by the Secretary for a period of not less than seven (7) years.

4. The Treasurer shall:

A. Receive such monies as shall be paid into his hands for the accounts of the Association and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases, and other important documents of the Association which he shall keep safely deposited.

B. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board of Directors, at least ten (10) days prior to each annual meeting of the Board of Directors, and whenever else required, a summary of the financial transactions and condition of the Association for the preceding year. He shall make a full and accurate report of the matters and business pertaining to his office to the members at the annual meeting and make all reports required by law.

C. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VI

MEMBERSHIP

1. Except as provided in the Articles of Incorporation, membership in the Association is limited to owners (the "Lot Owners") of the 26 individual lots (the "Lots" or a "Lot") in the Baker's Crossing Phase One Subdivision, as the same are designated on the Plat of Baker's Crossing Phase One, as recorded in the

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Public Records of Seminole County, Florida. Membership is automatically conferred upon acquisition of a Lot as evidenced by the filing of a deed to such Lot, or as provided in the Declaration for transfer of membership upon the death of a member.

2. If a Lot is owned by more than one owner, co-partners or a corporation, there shall nevertheless be only one membership assigned to such Lot, and the vote for such membership shall be cast by the person designated in a Voting Certificate signed by all of the owners (or the proper corporate officer) of said Lot, filed with the Secretary of the Association. In the absence of such a writing, such vote shall not be counted except that a Voting Certificate shall not be required when a Lot is owned by a husband and wife only.

3. Membership in the Association may be transferred only as an incident to the transfer of title to a Lot.

4. Membership shall terminate upon the transfer of title.

ARTICLE VII

MEETINGS, SPECIAL MEETINGS, QUORUM, PROXIES

1. Meeting of Members

A. Annual Meeting.

The first annual meeting of the Association held at the office of the Association one (1) year after the date of the adoption of these By-Laws. Thereafter, the annual meeting of the Association shall be held at the office of the Association on the first Saturday in December.

At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of these By-Laws. The members may also transact such other business as may properly come before the meeting.

B. Special Meetings

It shall be the duty of the President to call a Special Meeting of the Association as directed by resolution of the Board of Directors or upon a petition signed by twenty (20%) percent of the members having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice thereof. In addition, it shall be the duty of the President to call a Special Meeting of the Association, to recall or remove a member of the Board of Directors, shall be called upon twenty (20%) percent of the members giving notice of the meeting, provided the notice states the purpose of the meeting.

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Except as provided or required under Florida Law, the President shall not be required to call a Special Meeting of the Members upon the request of Members representing less than a majority of the total votes of the Members if such Special Meeting would be for the purpose of considering any matter which is substantially the same as any matter considered and voted upon at any Annual or Special Meeting of the Members held during the twelve (12) months preceding the delivery of the petition to the Secretary.

C. Notice of Meetings:

It shall be the duty of the Secretary to provide notice of the Annual or Special Meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or, if no address appears, at his last known place of address.

Notice of any meeting at which assessments against members are to be considered shall specifically contain a statement that such assessments will be considered and the nature of such assessments.

D. Budgetary Meetings:

The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of assessments to the members not less than thirty (30) days prior to the meeting at which time the budget will be considered.

The members shall be given written notice of the time and place of the meeting of the Board of Directors at which the budget will be considered and such meeting will be open to members.

If an adopted budget requires assessments against the members in any fiscal or calendar year exceeding 150% of the assessments for the preceding year, the Board of Directors, upon written application of twenty percent (20%) of the members to the Board of Directors, shall call a Special Meeting of the members within thirty (30) days, upon not less than ten (10) days' written notice to each member. At the Special Meeting, members may consider and enact a budget by a majority vote of all members.

E. Quorum:

The presence, either in person or by proxy, of Lot Owners representing at least forty (30%) of the total votes of the Association shall be required for, and shall constitute a Quorum for the transaction of business at all meetings of the Association. If any meeting of the Association cannot be organized because a quorum has not been attained, and the Lot Owners who are present, either in person or by proxy, adjourn the meeting in accordance

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with the provisions of Paragraph F, below, of this Article, then the presence, either in person or by proxy, of Lot Owners representing at least twenty percent (20%) of the total members votes of the Association shall be requisite for, and shall constitute a quorum for the transaction of business at such adjourned meeting when the same is reconvened. A quorum shall be deemed to be present throughout any meeting of the Association until adjourned if the quorum requirements provided for in this Section are met at the beginning of such meeting.

F. Adjourned Meetings:

If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided for by law, adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

G. Vote:

At every meeting of the members, each member present, either in person or by proxy, shall have the right to cast one vote on each question. The vote of members holding a majority of the votes present, in person or by proxy, shall decide any Question brought before such meeting, unless the question is one upon which, by express provision of the Act or of the Declaration, a different vote is required, in which case such express provision shall govern and control. All voting shall be by secret ballot.

H. Proxies:

A member may appoint a proxy. Any proxy must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable, at any time, at the pleasure of the member exercising it.

I. Waiver and Consent:

Nothing herein shall be construed to prevent a member from waiving notice of meeting or acting by written agreement without a meeting, and such waiver and action by written agreement are hereby expressly permitted.

2. Meetings of Directors.

A. Organization Meeting.

The first meeting of a newly elected Board of Directors shall

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be held within thirty (30) days of election of the meeting at which such Directors were elected, at which time the officers shall be elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the whole Board of Directors shall be present.

B. Regular meetings:

The Board of Directors may establish a schedule of regular meetings which shall be at least quarterly to be held at such place as the Directors may designate, in which event no notice need be sent to the Directors once said schedule has been adopted.

C. Special Meetings:

Special meetings of the Board of Directors may called by the President, on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) Directors.

D. Notice of Regular Meetings:

Notice of the time and purpose of regular meetings shall be given to each Director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. All meetings shall be open to Lot Owners. Notice of all meetings shall be conspicuously posted at the at least 48 hours prior to the meeting, except in case of an emergency.

E. Waiver of Notice:

Before or at any meeting of the Board of Directors' any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of any meeting and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

F. Quorum:

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum, the majority of those present may adjourn the meeting from time to time. At any such adjourned

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meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

G. Consent.

The Board of Directors may act by written consent, without a meeting, if an emergency situation is present, regular business of the Board is not undertaken and if it is impossible under the circumstances present to meet, and provided that a majority of the Board of Directors consent to the action so taken.

ARTICLE VIII

PROCEDURE

1. Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles, the By-Laws of the Association or when applicable, the Act.

2. The order of business at annual members' meeting and as far as practical at other members' meeting will be:

- Election of Chairman;
- Roll Call;
- Proof of Notice of Meeting, or Waiver of Notice;
- Reading of Minutes of Prior Meeting;
- Officers' Reports;
- Committee Reports;
- Election of Inspectors of Election;
- Elections;
- Unfinished Business; or New Business;
- Adjournment.

ARTICLE IX

ASSESSMENTS AND MANNER OF COLLECTION

1. The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the common expenses of the Association. The common expenses include those expenses described in the Declaration and any other expenses designated as common expenses by the Board of Directors, under the authority and sanction of the Declaration and the Act.

2. Funds for the payment of common expenses shall be assessed against and shall be a lien against each Lot in the subdivision in proportion or percentage of sharing common expenses in the Declaration.

3. Regular assessments shall be paid by the members on an

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annual basis, payable on the first day of January of each year or as otherwise established by the Board of Directors.

4. Special assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as the regular assessments, unless the Declaration shall otherwise provide.

5. When the Board of Directors has determined the amount of any assessments, the Secretary shall transmit a statement of such assessment to each Lot Owner. All such payments shall be made payable to The Baker's Crossing Homeowners Association, Inc.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of, or less than the sums required to meet the cash requirements of the Association, in which event the Board of Directors may increase or diminish the amount of an assessment and make such adjustments in cash, or otherwise as they shall deem proper, in their sole discretion, including the assessment of each member of his proportionate share for any deficiency. Notice of all changes in assessments shall be given to all Lot Owners.

6. Assessments shall not include charges for utilities separately charged and metered to each Lot Owner.

7. Assessments not paid within thirty (30) days from the date due shall bear interest from the date when due until paid at the rate of eighteen (18%) percent per annum. Additionally, the failure to pay any assessments within thirty (30) days from the date due shall entitle the Association to levy a twenty five (\$25.00) late charge against the defaulting Lot Owner.

8. In the event an assessment is not paid within thirty (30) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said assessments from the delinquent owner in any manner provided for by the Act, the Declaration and these By-Laws. Each Lot Owner shall be individually responsible for the payment of assessments against his Lot and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and the enforcement of any lien held by the Association.

9. If the proposed annual budget is not adopted prior to the start of the new fiscal year, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment.

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ARTICLE X

NOTICE

Notice of Unpaid Assessments.

The Board of Directors, whenever so requested by a mortgagee, shall promptly report any then unpaid assessments due from, or any other default by, the Owner of a mortgaged individual Lot.

ARTICLE XI

FISCAL MATTERS

1. Fiscal Year.

The Fiscal year of the Association shall begin on January 1 of each year, provided, however, that the Board of Directors shall be authorized to change to a different fiscal year, in accordance with the provisions of the Internal Revenue Code of the United States of America, at such time as the Board of Directors shall deem it advisable.

2. Depositories:

The funds of the Association shall be deposited in a savings and loan association or bank or banks within the State of Florida, in an account for the Association under resolutions duly approved by the Board of Directors, and shall be withdrawn only with the signature of the authorized Officers. Said funds shall be used only for Association purposes.

3. Fidelity Bonds:

Fidelity Bonds shall not be required for Directors, Officers and employees of the Association, handling or responsible for Association funds.

4. Records

The Association shall maintain accounting records according to good accounting practice, which records shall be open to inspection by Lot Owners at reasonable times. Such records shall include a record of receipts and expenditures for each Lot Owner which shall designate the name and address of the Lot Owner, the amount of each assessment, the amounts paid upon the account and the balance due, in a register for the names any mortgage holders or lien holders who have notified Association of their liens, and to which lien holders Association will give notice of default, if required.

5. Annual Statements

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The Board of Directors together with the notice for the Annual Meeting shall deliver to each Lot Owner a financial report setting forth a full and clear statement of the business and condition of the Association.

ARTICLE XII

ADMINISTRATIVE - RULES - REGULATIONS

The Board of Directors may from time to time enact, modify, amend or add to Rules and Regulations of the Association, and all members shall abide thereby and any future modifications thereof.

Copies of such rules, modifications, amendments or additional Rules and Regulations shall be furnished by the Board of Directors to each Lot Owner at least thirty (30) days prior to the effective date thereof.

ARTICLE XIII

VIOLATIONS AND DEFAULTS

In the event of a violation, other than nonpayment of an assessment by a Lot Owner of any provisions of the Declaration, these By-Laws, the Rules and Regulations of the Association, the Articles or any provision of the Act, the Association, after reasonable notice to cure not to exceed thirty (30) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to seek injunctive relief, and in the event of the failure to pay assessments, the right to foreclose its lien provided in the Declaration and the Act and in every such proceeding, the Lot Owner at fault shall be liable for court costs and the Association's reasonable attorneys' fees. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments.

ARTICLE XIV

MORTGAGES - NOTICE - OTHER RIGHTS OF MORTGAGEES

1. Notice to Board of Directors.

Any owner of any Lot who mortgages such Lot shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested to do so, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages.

2. Notice of Unpaid Assessments:

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The Board of Directors, whenever so requested by a mortgagee, shall promptly report any then unpaid assessments due from, or any other default by, the Owner of a mortgaged Lot.

3. Notice of Default.

The Board of Directors, when giving notice to an Owner of default in paying assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such Lot whose name and address has heretofore been furnished to the Board of Directors.

4. Examination of Books.

Each Lot Owner and his Mortgagee shall be permitted to examine the books of account, Declaration, Articles of Incorporation, By-Laws, any amendments thereto, and other documents of the Association at reasonable times on business days.

5. Annual Statement.

Upon completion and delivery of the financial report of the Association to each Lot Owner the Association shall deliver a copy of such financial report to all institutional lenders whose names and addresses shall be on record with the Association at the time that such financial report is delivered to the Lot Owners.

ARTICLE IV

AMENDMENT OF BY-LAWS

Subject always to the provisions of the Declaration, these By-Laws may be amended, modified or rescinded in accordance with the Declaration or by a resolution duly adopted by a majority of the Board of Directors at any duly called meeting of the Board of Directors, and thereafter submitted to the members at any duly convened meeting of the members and approved by the holders of 51% vote of the members present in person or by proxy, provided there is a quorum, and further provided that notice of the proposed change is given in the notice of the meeting, and further provided that the voting requirements of the Declaration are met in full, in the appropriate cases.

Notice may be waived in writing by any member. Amendments to these By-Laws may be proposed by the Board of Directors, acting upon the vote of a majority of the Directors, or proposed by members of the Association having a majority of the votes in the Association.

No amendment shall discriminate against any Lot Owner nor any class or group of Lot Owners unless the Lot Owners so affected shall consent. No amendment shall be made that is in conflict with

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the Articles of Incorporation or the Declaration.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the Officers of the Association with the formalities of a deed.


Right to Veto Amendments. So long as there are Class "B" Members, The United States Department of Housing and Urban Development ("HUD") and/or the Veterans Housing Administration ("VHA") shall have the right to veto any amendment to these By-laws.

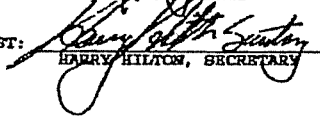
ARTICLE XVI

VALIDITY

If any portion of the By-Laws shall be adjudged invalid, such fact shall not affect the validity of any other By-Law.

Approved and adopted as the By-Laws of THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit Corporation.


MICHAEL E. MURRAY, PRESIDENT

ATTEST: 
HARRY HILTON, SECRETARY

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THE BAKER'S CROSSING HOMEOWNERS ASSOCIATION, INC.,
a Florida corporation not for profit
235 South Maitland Avenue, Suite 216
Maitland, Florida 32751
(407) 644-6535

OPERATING BUDGET FOR THE BAKER'S CROSSING HOMEOWNERS
ASSOCIATION, INC. FOR THE PERIOD BEGINNING JANUARY 1,
2002 AND ENDING DECEMBER 31, 2002

This operating budget states the estimated common expenses or expenditures on an annual basis for the period beginning January 1, 2002 and ending December 31, 2002.

The total assessment for each homeowner/lot owner according to the proportion of ownership of each owner (1/104th per unit) on an annual/yearly basis, which is the period for which assessments are due and payable shall be \$250.00 per year. Payment is due no later than the 1st day of January, 2002. Assessment not received within thirty (30) days of the due date are subject to a one time \$25.00 late charge. Assessments which remain past due for 30 days are subject to interest charges at the rate of 1.5% per month until paid in addition to the late charge.

Association Expenses:

Category of Expense	Cost Annually per lot	Annually for 104 lots
a. Annual Filing Fees to the Secretary of the State of Florida	1.95	202.80
b. Landscape and Lawn Maintenance and Ground Maintenance	115.40	12,001.60
c. Miscellaneous Maintenance and Repairs	19.00	1,976.00
d. Legal & Accounting & Management	20.65	2,147.60
e. Total Operating Budget	157.00	16,328.00

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	Reserve Accounts for Capital Expenditures	Cost Annually per lot	Annually for 104 lots
a.	Streets - Estimated costs of resurfacing the streets is \$62,025.60 payable over a twelve (12) year period.	49.70	5,168.80
b.	Drainage System Repair/Replacement and Maintenance - Estimated costs of \$93,600.00 payable over a fifty year (50) year period.	18.00	1,872.00
c.	Replacement of Entry Walls - Estimated costs of replacement is \$78,000.00 payable over a fifty (50) year period.	15.00	1,560.00
d.	Electronic Gate replacement is estimated at \$21,112.00 payable over a ten (10) year period	20.30	2,111.20
e.	TOTAL RESERVE ACCOUNTS:	103.00	\$10,712.00
<hr/>			
	TOTAL OPERATIONS AND RESERVES	260.00	27,040.00

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The cost per property owner is determined by dividing the total amount budgeted (\$27,040.00) by the total number of property owners (104). \$27,040.00 divided by 104 = \$260.00 per property owner per year. The Reserve Accounts are restricted. That is, the Reserve Accounts are restricted as to use, and may be not used for operation of the association generally.

Annual Dues are collected from each lot owner at the time of closing on the purchase of a dwelling unit that has received a certificate of occupancy from City of Sanford. In addition, each lot owner shall pay a one-time capital assessment of \$150.00 at the time of closing on the purchase of a dwelling unit that has received a certificate of occupancy from the City of Sanford. Said funds shall be placed in the General Operating Account for the purposes therein stated.

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**ACKNOWLEDGMENT OF PURCHASER OF
PROPERTY WITHIN BAKER'S CROSSING PHASE ONE**

The undersigned by execution hereof hereby acknowledges that the undersigned is purchasing Lot _____ within Baker's Crossing Phase One and has been provided the opportunity to examine the Plat recorded in O.R. Book _____, Page _____ of the Public Records of Seminole County, Florida and the Declarations of Covenants Conditions and Restrictions of Baker's Crossing Phase One recorded in O.R. Book _____, Page _____ of the Public Records of Seminole County, Florida along with the Articles of Incorporation and By-Laws of Baker's Crossing Homeowners Association, Inc. The undersigned is aware of the nature and extent of all the environmental control easements and drainage easements as depicted upon the Plat. The undersigned expressly acknowledges that construction of structures or permanent improvements, including the amount limited to pools, sheds, porches, and patios are not permitted within said easements, and that individuals are precluded from making any modifications or easements or environmental control easements, unless such modifications are specifically initiated & approved by the City of Sanford, as well as any other governmental entity who exercises jurisdiction over said easements.

By execution hereof, and by acceptance of a deed to property within Baker's Crossing Phase One, the undersigned specifically agrees that the undersigned:

1. Shall not construct structures or any permanent improvements, including but not limited to pools, sheds, porches, and patios within any easement upon the undersigned's property as may be depicted upon the plat.
2. Shall not modify or cause any damages to any easements or environmental control easements unless such modifications are specifically initiated and approved by the City of Sanford, as well as all other governmental entities who may have jurisdiction over said easements.
3. To abide by the provisions of the Declarations of Covenants Conditions and Restrictions of Baker's Crossing Phase One, as well as the Articles of Incorporation and By-Laws of Baker's Crossing Homeowners Association, Inc.

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The Undersigned further represents the undersigned shall not require and understands that it shall not receive any variances to the acknowledgments and agreements contained herein.

Dated this _____ day of _____, 20__

Purchaser

Purchaser

STATE FLORIDA
COUNTY OF SEMINOLE

Before me, the undersigned notary public, the foregoing instrument was sworn to, acknowledged and subscribed to before me this _____ day of _____, 20__, by _____, who did take an oath.

Check One:
 He/she is personally known to me; or
 He/she has produced _____ as identification.

NOTARY PUBLIC

(Type - printed or stamped name of Notary)
My commission expires: _____

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09:40 FAX 407 330 8848 City of Sanford FILE NUM 200231829 OR BOOK 04915 PAGE 0425

WATER AND WASTEWATER UTILITIES

BILL OF SALE

Westlake Plantation, LLC, a Florida corporation, located at 1379 West SR 434, Leeward, Seminole County, Florida, hereafter known as the SELLER, for and in consideration of the sum of One (\$1.00) Dollar and other valuable consideration paid to SELLER by City of Sanford, a political subdivision of the State of Florida, hereafter known as the BUYER, receipt of which is hereby acknowledged does grant, sell, transfer, convey, and deliver to BUYER all pipes, lines, gate valves, valve boxes, fittings, thrust blocks, hydrants, pump stations, and other goods and equipment which comprise the water, wastewater, and reclaimed water systems installed by SELLER and located on the following public easements, rights-of-way, or tracts as shown on the record drawings, more specifically described as follows:

PROJECT: Bakers Crossing Phase I

(See Attached ~~Legal Description~~ ^{Plot})

BUYER shall have all rights and title to the goods in itself and its assigns.

SELLER warrants that it is lawful owner of the goods and the goods are free from all liens and encumbrances. SELLER has good right to sell the goods and will warrant and defend the right against the claims and demands of all persons.

IN WITNESS WHEREOF, SELLER has executed this BILL OF SALE at Sanford, Florida, on this 9th day of January, 2002.

ADDRESS: Michael R. Murray, SELLER (Seal)

BY: N/A (IF A CORPORATION) ITS: N/A

ATTEST: Lucy Thompson, ITS: Lucy Thompson, City Commission Clerk

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JAN-08-2002 11:07AM PAGE-CORPORATE OFFICES

47 MI 028

T-01 P.02/02 P-117

FILE NUM 200331851
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THIS INSTRUMENT PREPARED BY AND RETURN TO:

Berry J. Walker, Jr., Esquire
Florida Bar Number 0742860
WALKER AND ASSOCIATES, ATTORNEYS, P.A.
288 Maitland Avenue South, Suite 218
Maitland, Florida 32751
Phone: (407) 644-6338

PROJECT: BAKER'S CROSSING PHASE ONE

PLAT BOOK: _____ PAGE: _____

JOINER AND CONSENT TO DEDICATION AND AGREEMENT

SIB Mortgage Corp. f/k/a American Construction Lending Services, Inc., having an address of 101 Barnes Road, Suite 104, Wallingford, CT 06492, certifies that it is the holder of mortgages, liens or other encumbrances upon the above-described property, said mortgages, liens or other encumbrances being more particularly described as follows:

Mortgage in favor of American Construction Lending Services, Inc., f/k/a SIB Mortgage Corp., (the "Mortgage"), recorded in O.R. Book 3879, Page 1413, Public Records of Seminole County, Florida; Assignment of Leases, Rents and Profits in favor of the Mortgage recorded in O.R. Book 3879, Page 1422, Public Records of Seminole County, Florida; and UCC-1 Financing Statement in favor of the Mortgage recorded in O.R. Book 3879, Page 1433, Public Records of Seminole County, Florida.

The undersigned hereby joins in and consents to the execution of the Declaration of Covenants, Conditions and Restrictions of Baker's Crossing Phase One by the owner and the dedication of the lands described above by the owner thereof and agrees that its mortgage, liens or other encumbrances shall be subject to the above dedication and Declaration of Covenants, Conditions and Restrictions of Baker's Crossing Phase One. The undersigned does consent to the recording of the Plat of Baker's Crossing Phase One in the public records of Seminole County, Florida, and agrees that its mortgage, liens or other encumbrances shall be subject to the aforesaid Plat of Baker's Crossing Phase One.

SIB MORTGAGE CORP. f/k/a
AMERICAN CONSTRUCTION LENDING SERVICES, INC.:

By: [Signature]
Neil Damagedo, Vice President
Print Name and Title

Signed, sealed and delivered in the presence of:

[Signature] Ernest Casselle
J. [Signature] Ernest Casselle
Print Name of Witness Print Name of Witness

STATE OF: _____
COUNTY OF: _____

Before me, the undersigned notary public, the foregoing instrument was seen to, acknowledged and subscribed to before me this 17th day of January, 2003, by Neil Damagedo as the Vice President of AMERICAN CONSTRUCTION LENDING SERVICES, INC., who did take an oath.

Check One;
 He/she is personally known to me; or
 He/she has produced _____ as identification.

[Signature]
NOTARY PUBLIC
(typed-printed or stamped name of Notary)
My Commission Expires: _____

MELISSA H. BLEIER
NOTARY PUBLIC
My Commission Expires Oct. 31, 2004

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