

# English Estates - English Woods Association, Inc.

FERN PARK, FLORIDA 32730  
**ARTICLES OF INCORPORATION**

AS AMENDED AND ADOPTED, DECEMBER, 1979 REVISED DECEMBER 1992, 2006

## Article I

The legal body created by this charter will be known as ENGLISH ESTATES-ENGLISH WOODS ASSOCIATION, INCORPORATED, a non-profit Corporation. Its principal place of business shall be within the County of Seminole, State of Florida.

## Article II

The objectives of this Corporation are herewith declared to be the promotion of better acquaintance and fraternal spirit among the residents of English Estates-English Woods; the dissemination of information conducive to the maintenance of safe, prosperous, attractive and comfortable living in English Estates-English Woods; the creation of a spirit of cooperation and harmony among the residents of English Estates-English Woods; the unification of the energy and efforts of the residents directors to all projects of community improvement.

## Article III

**Section 1.** Membership in this Corporation shall be composed of home-owners holding legal title to real property within the Subdivisions of English Estates, English Woods, or any additions thereto, whether by subdivision, with members in residence. A property owner who elects to rent his property in the Corporate area may assign, in writing, the right to participate in the affairs of this Corporation to the tenants in residence. In no event is a property owner not residing upon his or her property, qualified for participation or membership in this Corporation except that a non-resident property owner may make an assignment to the residing tenants as provided in the foregoing. Membership shall be limited to two (2) adult persons per residence located on one lot in the Corporation area.

**Section 2.** An annual membership fee shall be paid by households qualifying for membership in this Corporation. All candidates for special awards must be current on dues. Dues paid through November will be credited to the current year.

**Section 3.** Each household maintaining active membership in this Corporation shall be permitted two (2) votes on any matter brought to a vote by the general membership of this Corporation. In the event there is one adult member in any given household, then that adult member shall be entitled to two (2) votes.

## Article IV

The general membership of the English Estates-English Woods Association shall meet at the regular session once annually, on a day selected by the Executive Board following the 15th of October, for the purpose of electing officers for the coming year. A simple majority of votes cast shall be sufficient to elect, provided, however, that no election shall be valid in which less than a quorum of the total membership casts its ballot. Oral statement of proxy rights at the time of voting shall suffice for husband and wife who are exercising proxy rights for absentees. Any member of this Association may assign proxy in writing to any other member of this association.

## Article V

**Section 1.** The officers of this Corporation shall be the President, Vice President, Secretary and Treasurer. No two offices shall be combined. The officers of the Corporation shall be elected pursuant to the provisions of Article IV of this charter, provided, however, that each member of this Corporation on the rolls of membership on the first day of October shall be notified in writing, at least ten days prior to the scheduled election of officers, of the time and place of such election. An Advisory Executive Committee of no more than fourteen (14) or less than three (3) persons shall be elected by the membership and, in conjunction with the elected officers, as aforesaid, shall form an Executive Board. Should a vacancy(s) occur within the allowable limit to members of the Advisory Executive Committee on, or subsequent to, the date of a general membership meeting, the President may appoint an individual(s) to such membership subject to a majority vote of the Executive Board.

\*Commonly known description -English Estates-English Woods Homeowners Association.

**Section 2.** Resignation from any office in this Corporation may be effected by officer's notification, in resignation to the President or Secretary of this Corporation. Upon the submission of resignation by any officer of the Corporation, that vacancy may be filled by the President under the provisions outlined in Section 1 above. If any officer shall be absent for three (3) consecutive regular meetings that officer shall be deemed to have resigned.

**Article VI**

These Articles of Incorporation may be amended in any particular by a two-thirds vote of members present at any regular meeting, provided that notice is given, in writing, to the general membership at least ten (10) days to the regular meeting at which proposed amendments are to be voted upon.

**Article VII**

The BY-LAWS of the Association are to be made, altered or rescinded by a majority vote of the members present at any annual meeting of the Association, or any special meeting of the membership called for that purpose. Written notice of such amendment(s), alteration or rescission of these BY-LAWS shall have been given to the regular membership of the Association at least ten (10) days prior to the regular or special meeting called for such purpose.

**Article VIII**

Proper written notice to the membership, or residents within the Association area, shall be deemed as having been accomplished through notices placed in the Town Crier, or by special notice distribution, both being delivered door to door within the Association area.

**Article IX**

A quorum for the transaction of business at a regular or special membership meeting of this Association shall consist of ten (10) per cent of the then total members. For the purposes of counting a quorum, oral proxies shall be counted. Member(s) representing the vote of a single family residence, may assign their proxy in writing, to be effective for one meeting only. Members may, at any time, assign their proxy right (in writing) for a specific voting event to the Executive Board as a whole. In the latter case, as the vote of the Executive Board goes, so goes the vote of the proxy.

**Article X**

The Corporation (Homeowners Association) shall operate on a fiscal year basis between January 1, and December 31.

**Article XI**

The duties of the officers and the names and functions of standing committees of this Association shall be as specified in the BY-LAWS.

**Article XII**

All meetings, whether of members, Executive Board, or any committees, shall be conducted under Roberts Rules of Order.

**Article XIII**

This Corporation (Homeowners Association) shall exist in perpetuity.



# ENGLISH ESTATES

## UNIT THREE

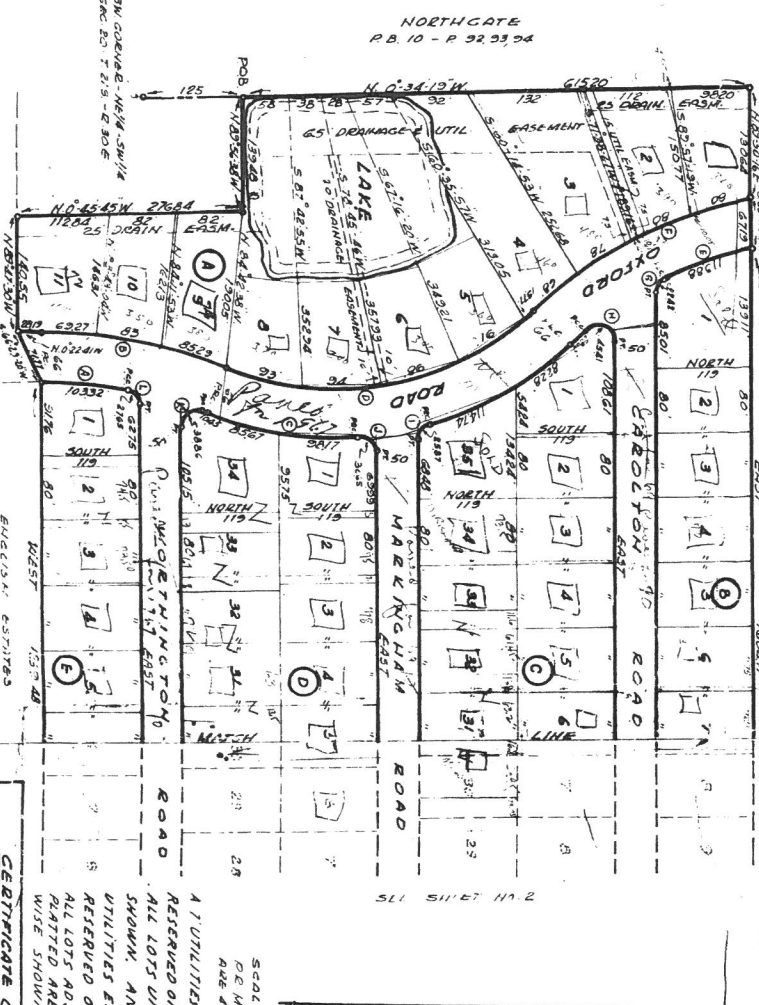
### SEMINOLE COUNTY, FLORIDA

FILE 05 20-21-80

#### DESCRIPTION

COMMENCE AT THE SW CORNER OF THE NE 1/4 SECTION 30 TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, EQUI THENCE ALONG THE WEST LINE OF SAID NE 1/4 OF THE SW 1/4 N 0°34'13"W 125 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 0°34'13"W 612.00 FEET; THENCE N 89°50'16" E 106.00 FEET; THENCE S 89°50'16" E 106.00 FEET; THENCE N 44°15'36" E 71.00 FEET; THENCE N 43°37'15" E 100.00 FEET; THENCE S 0°22'21" E 100.00 FEET TO THE NE CORNER OF ENGLISH ESTATES UNIT TWO AS RECORDED IN PLAT BOOK 13 PAGES 80 AND 81 PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; EQUI THENCE S 83°37'15" W 100 FEET; THENCE N 78°42'30" W 51.76 FEET; THENCE WEST 21.96 FEET; THENCE NORTH 115 FEET; THENCE WEST 103.00 FEET; THENCE N 0°24'45" W 276.84 FEET; THENCE N 80°55'38" W 109.48 FEET TO THE POINT OF BEGINNING; BEARING A PORTION OF LOTS 5 AND 7 TO BLOCK 5 OF SAID ENGLISH ESTATES UNIT TWO.

NOT PLATTED



ENGLISH ESTATES UNIT ONE P.B. 13 - P. 1

PLAT BOOK 14 AND PAGE 64

#### DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the STREETS AND EASEMENTS shown hereon to the perpetual use of the public, and IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on JULY 18, 1965.

WILCO CORPORATION, INC.

By \_\_\_\_\_ President

Attest: \_\_\_\_\_ Secretary

Signed and sealed in the presence of: \_\_\_\_\_

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS IS TO CERTIFY, That on JULY 18, 1965

before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared CHARLES W. CABOTON JR. and W. MARKHAM CARROLL respectively the President and the Secretary of the above named corporation incorporated under the laws of the State of FLORIDA to me known to be the individuals and officers described in the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers therunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC My Commission Expires \_\_\_\_\_

#### CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on \_\_\_\_\_ he completed the survey of the lands as shown in the foregoing plat; that said plat is a correct representation of the lands therein described and plotted; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and that said land is located in \_\_\_\_\_ Seminole County, Florida. Dated JULY 18, 1965.

#### CERTIFICATE OF APPROVAL BY PLANNING AND ZONING COMMISSION

THIS IS TO CERTIFY, That on \_\_\_\_\_ the \_\_\_\_\_ Planning & Zoning Commission approved the above plat.

#### CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

Examined and Approved: \_\_\_\_\_ Date \_\_\_\_\_

#### CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on \_\_\_\_\_ the \_\_\_\_\_ Board of County Commissioners of \_\_\_\_\_ County, Florida.

**CERTIFICATE OF CLERK**  
I HEREBY CERTIFY That I have examined the foregoing plat and find that it complies in every way with all the requirements of Chapter 177, Florida Statutes and was filed for record on \_\_\_\_\_ A.M. 1965 of 9:34 AM File No. 90682.

\_\_\_\_\_ Chairman of the Board  
\_\_\_\_\_ Clerk of the Circuit Court  
\_\_\_\_\_ Notary Public



*L I English Estates -English Woods Association, Inc.*  
Fern Park, Florida 32730

**BY-LAWS**

**As amended, November, 1994**

**I. DUTIES OF THE PRESIDENT**

- A. The President shall serve as principal executive officer of the Association\*, and shall, with the Treasurer, conduct the financial affairs of the Association.
- B. The President shall represent the Association in the official, and quasi-legal activities, and serve as spokesperson for the Association in dealings with other organizations. The President may designate qualified persons from the membership as required, and on specific occasions, to speak for that office.
- C. The President shall call the meetings of the Executive Board, membership, and special meetings of the Association.
- D. The President shall serve as ex-officio member of all committees of the Association.
- E. The President shall, with the consent of the Executive Board, appoint Chairpersons of the standing committees in accordance with the provisions of the Articles of Incorporation. It is to be policy that, to the extent possible, Executive Board members other than the Officers shall serve as Chairpersons of the standing committees. Presidential appointments to all special committees shall be approved by the Executive Board.

**II. DUTIES OF THE VICE PRESIDENT**

- A. The Vice President shall act as aide to the President and act for that person during absences; act for any other officer at the direction of the President; assume temporarily the duties of the office of President in the event of the resignation of the President until such time as the Executive Board shall elect a new President (Article V, Articles of Incorporation); serve as permanent Vice Chairperson on the standing committee of Membership and Welcoming, except that, at the discretion of the Executive Board, may be appointed Chairperson of that committee.
- B. The Vice President shall serve as the Chairperson pro tem, of any of the standing committees as required, and as a permanent responsibility shall assist any of the Association committees which may on occasion, require participating support.
- C. The Vice President shall be responsible for placing signs, in all appropriate places, announcing general meetings morning of the scheduled meeting.

\* Commonly known description -English Estates-English Woods Association, Inc.

### **III. DUTIES OF THE SECRETARY**

- A. The Secretary is charged with keeping a record of all meetings of the Corporation and of the Executive Board, except Treasury, as the file of record.
- B. The Secretary shall edit, prepare, and mail Association correspondence and keep the record on file.
- C. The Secretary maintains as the master file of record, all correspondence and documentation provided that from the Executive Board, membership as a whole, correspondence other than Treasury which is provided the office sources outside association.

### **IV. DUTIES OF THE TREASURER**

- A. The Treasurer is charged with receipt of all monies of the Association; shall keep records of receipts and expenditures; and shall disburse all monies spent by the Association.
- B. The Treasurer shall present a written statement of account at each meeting of the Executive Board, and at each of the general membership meetings. Other written statements shall be provided from time to time at the request of the Executive Board.
- C. At the request of the President or the Association Board of Directors, the Treasurer's accounts shall be examined by a committee of three members of the Association who, satisfied that the account is correct, shall so indicate by a signed statement at the bottom of the account(s) under review. If not satisfied, the account and written comments of the committee will be submitted to the Executive Board for adjudication. The accounts of the Association shall be examined at least once a year.
- D. The Treasurer, upon advice from the Executive Board, shall disburse to individuals, businesses, and members who perform voluntary services in support of Association activities. Expenses for mileage and travel are not included as a disbursement in this voluntary organization.
- E. The Treasurer is charged with keeping the Articles of Incorporation in that office as the master file on record; keeping annual administration and fees current with the Florida Secretary of State, and the Seminole League of Homeowners Association Inc.; and preparing the annual nonprofit corporation report for filing with the Internal Revenue Service.
- F. Maintain close contact and provide on request an update of paid memberships so Block Captains can be kept current on which neighbors need a reminder.

## **V. THE STANDING COMMITTEES OF THE ASSOCIATION SHALL BE:**

### **A. MEMBERSHIP AND WELCOMING**

The Chairperson is charged with organizing and managing a structure of volunteers (Block Captains) the membership, consistent with the following:

1. Early contact with all new residents in the area to welcome them here, inform them concerning the Association's purpose and activities.
2. Provide each new resident with a copy of the Association By-Laws, if requested.
3. Obtain current information concerning names, addresses, business affiliation, and phone numbers of all residents within the area whether members or not. Some of this information will be printed in the Town Crier as a welcome.
4. To collect dues from both established and new residents.
5. Turn collected dues in to the Treasurer.
6. Maintain close contact with Treasurer during dues paying months, so Block Captains can be kept current on which neighbors need a reminder.
7. Sort, bundle, and mark Town Criers for Block Captains. Give these bundles to appropriate Assistant Chairpersons for delivery to Block Captains, who, in turn, deliver to each house in
8. Maintain contact with each Block Captain as needed to collect dues, deliver "Extras", etc., through individual notes attached to Town Crier bundles.
9. Maintain an up to date membership list.

## **B. LEGISLATIVE**

The Chairperson is charged with providing the President, the Executive Board, and the membership as appropriate, with information and recommendations concerning public activities of interest or concern to the membership. Specifically, these duties include:

1. Information and recommendations relative to existing or potential interactions between the Association and local, county, and state-wide programs or legislation.
2. Review weekly mini-minutes from the Board of County Commissioners meetings and keep the President informed on matters of concern to the Association. The Chairperson shall also items from these mini-minutes as well as the accompanying newsletters from the Board of County Commissioners, which should be provided to the Editorial Committee.
3. Develop positions for the Executive Board and/or the general membership, which the Association is to follow, in dealing with external affairs associated with local organizations, municipal governments, county government, and the State Legislative Delegation. This includes support to the Association Delegates in taking positions before the Seminole League of Homeowners Association.
4. Provide information and recommendations to the Executive Board and the membership, with regard to zoning restrictions or other legal statutes or ordinances which may have broad impact upon the comfort, safety, and attractiveness of the Association area.
5. The Legislative Chairperson shall serve as the Principal delegate to the Seminole League of Homeowners Association and attend the League meetings.
6. The principal is charged with reporting on League meetings to the Executive Board; attending meetings, and public hearings of municipal and county governments as requested by the League President; and serve in support of League positions while in attendance, provided such positions have been accepted or approved by the Executive Board.
7. The Principal (and/or alternate delegate) are charged with properly presenting the position, the views or positions of the Executive Board at all meetings of the League.
8. The principal or an alternate delegate, as the case may be, is charged with providing the Chairperson, Editorial Committee, with a summary of League meetings and activities for publication in the Town Crier.
9. The delegates will provide timely notice to the Executive Board of dues requirements, or other special assessments if required, by the League so that the Association remains in good standing.

### **C. EDITORIAL**

The Chairperson is charged with publishing the Town Crier and arranging for special notices at the call of the President. Specific assignments include:

1. Gather and collate inputs for the Town Crier.
2. Finalize the layout of the Town Crier and deliver to the printer for typesetting.
3. Along with the Assistant Editor, proofread the Town Crier prior to final printing.

### **D. BEAUTIFICATION AND IMPROVEMENT**

#### **CHAIRPERSON**

The Chairperson is charged with undertaking activities and/or programs which are focused upon the maintenance and improvement of the overall aesthetic value of the area as a whole.

1. Chairperson is required to submit an annual budget of anticipated expenses for Board approval.
2. Chairperson is responsible for overseeing and supervising the maintenance people contracted to maintain the common grounds of English Estates and English Woods.
3. Inspect as required, and report to the Executive Board on the condition of the entranceways to the Association area. The Executive Board will, to the extent of budget limitations, support the maintenance and improvement of the entranceways, including signs.
4. Periodically, prepare a timely Article for publication in the TOWN CRIER regarding: gardening, pruning, lawn maintenance, etc.

#### **ASSISTANT CHAIRPERSON**

1. The Assistant Chairperson will select a candidate for the Yard-of-the Month Award and place the Association award sign for the month and deliver to those who qualified, any merchandise that has been approved by the Board as a reward for maintaining their property in a manner that earned them the the Month recognition. (Note: Executive Board Members are not eligible for this award.)
2. The Assistant Chairperson shall keep a current record of Yard-of-the Month recipients. This record will include the month and year of each award and will identify each award by street address. This list will be passed to succeeding Chairpersons to eliminate the possibility of untimely duplication of this award.



## **E. ADVERTISING**

The Chairperson is charged with reporting to the Executive Board the status of advertising activity, specifically:

1. Submit list of advertisements to be published in the Town Crier to the Editor by the 15th of the month.
2. Send statements out to Advertisers on M, Q, S, or A basis.
3. Receive receivables and forward to Treasurer on a timely basis
4. Review ads for accuracy.
5. Deliver and/or mail copy of Town Crier to Advertisers.
6. Solicit new Advertisers.
7. Stay in touch with Advertisers in person or by phone to assure them their continued support is appreciated and respond to any questions, complaints, or suggestions.

## **F. SOCIAL**

The Chairperson is charged with:

1. Identifying the potential and membership reaction to organized social and athletic activities on a continuing basis.
2. Keeping the Chairperson, Membership and Welcoming Committee, informed of details of these activities as an assist to new memberships.
3. Assist in forming (not sponsorship) groups with special interests such as bridge, tennis, golf, gourmet cooking, and garden clubs.
4. Organizing and managing details with regard to member side social activities.

## VI. ENABLING CLAUSE

- A. No statement of the duties of the Officers of this Association in these BY-LAWS shall limit the power of the Executive Board to assign to any officer or member such other duties which are deemed necessary.
- B. An annual membership fee of \$25.00, as of 12/06, shall be paid by households qualifying for membership in that Association
- C. The annual dues for continued regular membership in the Association for each member household located in the association area, shall be due and payable on the first day of January each year.
- D. The Executive Board of this Association shall be presided over by the President disbursement of unprogrammed funds of the Association not to exceed \$150.00 for any single expense.
- E. All resolutions or action of the Executive Board may be vacated by a two-third vote of the membership present at the said next membership meeting.
- F. Charges of incompetence, misfeasance, or malfeasance may be made against any officer of the Corporation by the presentment of specific written charges signed by any complaining member(s) and delivered to any member of the Executive Board. The Executive Board shall then deliver a true copy of said charges to the officer so charged. A special meeting of the Executive Board shall be held at which time a majority vote shall determine appropriate action.
- G. Regular membership meetings of the English Estates-English Woods Association Inc., shall be held semi-annually on a day selected by the Executive Board following the 1st day of January with a meeting place and time designated. Special meetings may be called at the request of the President, or a majority of the members of the Executive Board, and upon written notice to all members of this Association through the Executive Board by a petition of fifty percent (50%) of the membership. Notices of all such meetings shall meet the criterion outlined in Article VII of the Articles of Incorporation.
- H. Regular meetings of the Executive Board shall be held on the 1st. Tuesday of every month. This meeting date may be adjusted on specific occasions at the call of the President.
- I. The ultimate responsibility for coordination of all Association internal and external activities rests with the President. Nevertheless, all standing and special committee chairpersons are charged with inter-committee and organizational coordination prior to presenting their case to the executive Board.

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**MODIFICATION OF  
NOTICE OF RESTRICTIONS**

**ENGLISH ESTATES / ENGLISH WOODS ASSOCIATION, INC  
hereinafter called the Association.**

OFFICIAL RECORDS  
BOOK PAGE  
3207 0382  
SEMINOLE CO. FL

TO WHOM IT MAY CONCERN:

WHEREAS, ENGLISH ESTATES / ENGLISH WOODS ASSOCIATION, INC., hereinafter called Association of the subdivisions known as ENGLISH ESTATES / ENGLISH WOODS, and recorded in the Public Records of Seminole County.

WHEREAS, said Association does now desire that all of said property to be subject to like restrictions for the mutual benefit and protection of itself and the persons who may hereafter purchase said property or any portion thereof:

NOW, THEREAFTER said Association does hereby declare said property to be subject to the following conditions, restrictions and reservations binding upon every person or corporation who shall hereafter become the purchaser of any of said property.

1. That no part of any dwelling shall be so constructed that any part thereof shall be nearer to the front property line than twenty-five (25) feet.
2. No building shall be erected on any lot nearer than seven and one-half (7.5) feet to the property owned by any other person or property on which the grantee has built or intends to build another building, and in all cases of corner lots no building shall be erected nearer than twenty-five (25) feet to the said side street line of said lot. In determining said setback lines, reasonable overhang of eaves and drains shall not be considered to violate this restriction.
3. No building, garage, walls or other improvement shall be erected on any of the lots of said subdivision until after the plans, specifications and location of the said proposed improvements shall have been approved by and in accordance with Seminole County Building Codes.
4. The Owner or its successors shall have the right to convey to a grantee one lot and a portion of another, or a portion of two lots, and after such conveyance the property so conveyed shall be deemed to be one lot.
5. No fence or fence walls shall be constructed or maintained in or around any portion of the lands except that portion to the rear of the front line of the main house. No fence or fence wall shall be constructed on the above premises until after same shall have been approved by and in accordance with Seminole County Building Codes.

S INSTRUMENT PREPARED BY

Page 1 of 4

NAME STANLEY BESSMER  
ADDR. 1301 GLASTONBERRY RD

MAITLAND FL 32751

Modification of Notice of Restrictions (continued)

6. No detached servants' quarters, garages, or outbuildings of any kind or nature except only garden or ornamental landscape structures shall be erected or constructed on any lot except on that portion of the lot to the rear of the house and on the inside portion of corner lots, unless approved by and in accordance with Seminole County Building Codes.
7. No horses, cows, cattle, hogs, or poultry shall be raised on any of said property.
8. No dwelling shall be erected on any lot unless it shall contain a minimum of two bedrooms and two baths, and for this purpose a den shall be considered as being a bedroom, and all dwellings shall have a square foot living area exclusive of breezeways, open porches, carports, garages, utility rooms, exterior storage area or separate buildings, as shown in the following schedule:

A. Two and three bedroom homes	1,600 sq. ft.
B. Four bedroom homes	1,800 sq. ft.
C. Five bedroom homes	2,000 sq. ft.
9. All dwellings shall be erected by the use of small concrete blocks, size 4 X 8 X 16, stucco, small brick, or approved veneer on the front street side.
10. The above described premises shall be used only for residential purposes and no business whatever shall be conducted on the same, and no more than one family residence and one private garage shall be erected on one lot. Nothing herein contained, however, shall prohibit the construction or erection of servants' quarters, in connection with a garage, but it is expressly understood that no such servants' quarters, garage, or other outbuilding shall be constructed prior to the construction of the main building as shown on plans and location approved by and in accordance with Seminole County Building Codes.
11. No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, and other waste shall be kept in sanitary containers. Containers shall be stored at the side or rear of the dwelling.
13. All lots must be kept in good appearance, free from rubbish. Should any lot not be maintained, the Association shall have the right to report the violation to the Seminole County Code Land Management for appropriate action.

SEMINOLE CO. FL

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**Modification of Notice of Restrictions (continued)**

OFFICIAL RECORDS  
BOOK PAGE  
3207 0384  
SEMINOLE CO. FL

14. No billboard, outdoor advertising, display or other sign of any kind shall be constructed, erected, used or placed upon the land hereby conveyed other than one sign which shall read "For Sale" and shall not be larger than 18 x 30 inches. Any variations as to size or copy of said sign must be approved in writing by the Association.
15. These restrictions shall apply to and be binding upon the property owner and upon any lessee.
16. Where a building or other improvement have been erected or constructed thereof substantially advanced, and is situated on any lots as not platted, or any subdivided or replatted lots or building plot in such a manner that it constitutes a violation or violations of the above restrictions, and the Seminole County Building Codes, the Association shall have the right to report the violation to the Seminole County Land Management for appropriate action.
17. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them from the date these restrictions are recorded, after which time said restrictions shall be continued unless an instrument signed by a majority of the Property Owners has been recorded, agreeing to change said restrictions in whole or in part.
18. The enforcement shall be by proceedings by law under the Seminole County Codes against any person or persons violating or attempting to violate any of the provisions of this Notice of Restrictions, either to restrain violation or to recover damages, and may be brought by the Association or Seminole County or by the Owner of any of the property covered by these restrictions. In such actions, the prevailing party shall be entitled to recover its attorney(s) fees, cost and expenses incurred whether in litigation or non litigation.
19. All lot owners within the above described subdivision will be required to become members of the English Estates / English Woods Association, Inc., effective with the recording of this modification and will be required to pay the annual membership dues established by the Association.
20. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions which remain in full force and effect.



Modification of Notice of Restrictions (continued)

**"ENGLISH ESTATES / ENGLISH WOODS ASSOCIATION, INC."**

OFFICIAL RECORDS  
PAGE  
3207 0385  
SEMINOLE CO. FL

The undersigned declare and do further assert that the above described modifications are reasonable with respect to the general scheme of the development and maintenance of the above referenced subdivisions.

The undersigned declare and do hereby republish all provisions of the above described restrictions, not in conflict, herewith, and do hereby declare that the same are in full force and effect.

This Modification shall run with the land and shall be binding on all parties and all persons now owning or hereafter own Lots / Homes within the above referenced subdivisions.

IN WITNESS WHEREOF, each of the following Lot / Home Property Owner has caused this Declaration to be executed on the date indicated below.

I approve the above Modification of Restrictions.

Robert L. Burkhart  
Signature

ROBERT L. BURKHART 3/10/97  
Print Name Date

Stanley Bessmer  
Signature

STANLEY BESSMER 3-10-97  
Print Name Date

1301 Eastonberry Rd  
Street Address

Carol J Hawley 3/10/97  
Witness

Maitland FL 32751  
City



Carol J Hawley  
My Commission CCS88788  
Expires Sep. 19, 2000

SWORN to AND Subscribed before me THIS 10<sup>th</sup> day  
MARCH 1997 by Robert L BURKHART AND STANLEY  
BESSMER.

Carol J Hawley  
SEPT. 19, 2000