

ARTICLES OF INCORPORATION

**CLIENT COPY**

OF

PLEASANT OAKS HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is PLEASANT OAKS HOMEOWNERS ASSOCIATION, INC., (hereinafter called the "Association").

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is 48 N. Kirkman Road, Suite 2, Orlando, Florida 32811.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 48 N. Kirkman Road, Suite 2, Orlando, Florida 32811 and the name of the initial registered agent at that address is Willy Moenssens.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

That certain real property shown and described on the Plat of Pleasant Oaks, according to the Plat thereof as recorded in Plat Book 21, Pages 99 through 101, of the Public Records of Orange County, Florida (hereinafter referred to as the "Property");

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration"), applicable to the Property and recorded or to be recorded on the Public Records of The Clerk of Orange County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

Class B. The Class B Member shall be the Declarant (as defined in the Declaration) and shall be entitled to ten (10) votes for each Lot owned. The Class B Membership shall terminate and become converted to Class A Membership on the happening of any of the following events whichever occurs earlier:

(a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) On December 31, 1995.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot or Living Unit in which it holds the interest required for membership under Article III, Section 1 of the Declaration of Covenants, Conditions and Restrictions.

#### ARTICLE VII

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed initially by a Board of three (3) Directors who shall serve until the organizational meeting and thereafter by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Willy Moenssens	48 N. Kirkman Road, Suite 2 Orlando, Florida 32811
Noel Moenssens	48 N. Kirkman Road, Suite 2 Orlando, Florida 32811
Fanny Moenssens	48 N. Kirkman Road, Suite 2 Orlando, Florida 32811
Monique Moenssens	48 N. Kirkman Road, Suite 2 Orlando, Florida 32811

At the first annual meeting, the members shall elect three  
3) Directors for a term of one (1) year.

#### ARTICLE VIII

##### INITIAL OFFICERS

The affairs of the Association shall be managed by a President, Vice-President, Secretary and Treasurer, and such other officers as permitted in the Bylaws. The names and addresses of those persons who are to act as the officers of the corporation until the election of their successors are:

<u>Name</u>	<u>Officer</u>	<u>Address</u>
Willy Moenssens	President	48 N. Kirkman Road, Suite 2 Orlando, Florida 32811
Noel Moenssens	Vice-President	48 N. Kirkman Road, Suite 2 Orlando, Florida 32811
Fanny Moenssens	Secretary	48 N. Kirkman Road, Suite 2 Orlando, Florida 32811
Monique Moenssens	Treasurer	48 N. Kirkman Road, Suite 2 Orlando, Florida 32811

STATE OF FLORIDA )  
                              : ss.  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 1988 by Willy Moenssens.

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

STATE OF FLORIDA )  
                              : ss.  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 1988 by Noel Moenssens.

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

STATE OF FLORIDA )  
                              : ss.  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 1988 by Fanny Moenssens.

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

STATE OF FLORIDA )  
                              : ss.  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 1988 by Monique Moenssens.

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

AMENDMENT

TO

ARTICLES OF INCORPORATION

OF

PLEASANT OAKS HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the undersigned, being all of the members of the Board of Directors of PLEASANT OAKS HOMEOWNERS ASSOCIATION, INC., a corporation organized and existing under the provisions of Chapter 617, Florida Statutes, having its principal office in Orlando, Florida, and CUSTOM QUALITY HOMES OF ORLANDO, INC., a Florida corporation, representing voting rights in excess of 75% of the membership in PLEASANT OAKS HOMEOWNERS ASSOCIATION, INC. on the date hereof, as required by Article XI of the Articles of Incorporation of PLEASANT OAKS HOMEOWNERS ASSOCIATION, INC., do hereby desire to manifest their intention and consent to the Amendment to the Articles of Incorporation of PLEASANT OAKS HOMEOWNERS ASSOCIATION, INC., in the manner hereinafter set forth; and

WHEREAS, the undersigned have executed this document pursuant to the provisions of Chapter 617, Florida Statutes, and the requirements of the Articles of Incorporation for PLEASANT OAKS HOMEOWNERS ASSOCIATION, INC., for the purpose of expressing their unanimous intention and consent that the Articles of Incorporation of PLEASANT OAKS HOMEOWNERS ASSOCIATION, INC. be amended in the manner hereinafter set forth; and

WHEREAS, the undersigned are amending said Articles of Incorporation in order to resolve the conflict in the provisions contained therein with provisions in the Declaration of Covenants and Restrictions for PLEASANT OAKS, as amended, and in order to thereby secure approval of PLEASANT OAKS subdivision by the Federal Housing Administration and/or Veterans Administration.

NOW, THEREFORE, the undersigned, and each of them, do hereby manifest their unanimous intention and consent that the Articles of Incorporation of PLEASANT OAKS HOMEOWNERS ASSOCIATION, INC. be, and they are hereby, amended in the following respect:

Article VI of said Articles of Incorporation shall be deleted in its entirety, and the following Article VI inserted in lieu thereof:

"ARTICLE VI"

"VOTING RIGHTS"

The Association shall have two classes of voting membership.

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April, 1989 by WILLY MOENSSENS and FANNY MOENSSENS, as President and Secretary respectively of PLEASANT OAKS HOMEOWNERS ASSOCIATION, INC., on behalf of said Corporation, by WILLY MOENSSENS, NOEL MOENSSENS, FANNY MOENSSENS and MONIQUE MOENSSENS, as Directors of PLEASANT OAKS HOMEOWNERS ASSOCIATION, INC., on behalf of said Corporation, and by WILLY MOENSSENS, as President of CUSTOM QUALITY HOMES OF ORLANDO, INC., a Florida corporation, on behalf of said Corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:

297-8188

210-11

## DECLARATION OF COVENANTS AND RESTRICTIONS

PLEASANT OAKS

298951.5 ORANGE CO. FL.  
11:27:00AM 04/25/88

According to the plat thereof as recorded in 13975 131994  
 Plat Book 21, Page 99-101,  
 Public Records of Orange County, Florida

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions ("Declaration"), is made and entered into on this 10th day of March, 1988, by CUSTOM QUALITY HOMES OF ORLANDO, INC., a Florida Corporation, hereinafter referred to as "Developer", and by Independence Mortgage Corporation of America and Wescar, Inc., the holders of a mortgage interest in the land described herein, and by Florence Corrine Regan Lewis and W. Earl Lewis, owners of a portion of the land described herein.

## W I T N E S S E T H

WHEREAS, the Developer, and Florence Corrine Regan Lewis, and W. Earl Lewis are the owners of the Subject Property, as described in Exhibit A which is attached to and made part of this Declaration of Covenants and Restrictions, Pleasant Oaks, all of which property is located in Orange County, Florida, and all of which real property is hereinafter referred to as "Pleasant Oaks" interchangeably; and

WHEREAS, the Developer desires to create in Pleasant Oaks a residential community for the benefit of that community; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in the community and for the maintenance of the wall and landscape buffer, and other facilities; and, to this end, desires to subject the Subject Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Subject Property and each Owner thereof; and

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

WHEREAS, the Developer will incorporate under the laws of the State of Florida, as a non-profit corporation, Pleasant Oaks Homeowners Association, Inc., the purpose of which will be to exercise the functions aforesaid for the Subject Property.

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

## ARTICLE I. DEFINITIONS

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

(a) "Association" shall mean and refer to the Pleasant Oaks Homeowners Association, Inc.

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

(c) "Retention Area" shall mean and refer to that area of land designated on the Plat of Pleasant Oaks as Tract A, a landscaped stormwater retention area subject to the conditions and uses set forth on the recorded Plat of Pleasant Oaks.

Repaid by: John R. Sloop  
 Sloop & Smith, P.A.  
 1271 Lee Road, Suite 206, Orlando FL 32810

Rec Fee \$ 53.00 THOMAS H. LOCKER  
 Add Rec \$ 7.00 Orange County  
 Doc Tax \$        Comptroller

Return-to-Clerk to Orange County Commission, County Administration Center, Bortry.

designated as a number lot upon which will be built a duplex containing two houses, with the exception of Retention Area defined above.

(e) "House" shall mean and refer to any portion of a lot upon which is situated a building or structure designed and intended for use and occupancy as a residence by a single family. By way of illustration only, a duplex constructed on one lot contains two Houses each consisting of a residential structure and approximately one-half of the land constituting the lot.

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

(g) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article II, Section 1, herein.

(h) "Subject Property" shall mean and refer to the land described in Exhibit A which is attached to and made part of this Declaration of Covenants and Restrictions, Pleasant Oaks, and which is the land described in the plat recorded in Book 21, Page 99-101, of the Public Records of Orange County, Florida. PLAT

## ARTICLE II, MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

### SECTION II.1 MEMBERSHIP.

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

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

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

### SECTION II.2 VOTING RIGHTS. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each house in which they hold the interests required for membership by Section 1. When more than one person hold such interest or interests in any house, all such persons shall be Members, and the vote for such house shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such house.

Class B. Class B Members shall be the Developer. The Class B Member shall be entitled to ten votes for each house in which it holds the interest required for membership by Section 1.

## ARTICLE III. OPEN AREA. LANDSCAPE BUFFER AND WALL

The Developer will build a wall and install a landscaped buffer as shown on the plat. The Association shall be responsible for the maintenance, restoration, repair and replacement of the irrigation system, landscaping and wall as well as any maintenance of any areas not performed by local government.

## ARTICLE IV. EASEMENTS

SECTION IV.1 OWNERS' RIGHTS AND DUTIES: UTILITIES. The rights and duties of the Owners with respect to electricity, telephone lines, drainage facilities, and television cable lines shall be governed by the following:

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

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

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

SECTION IV.3 UTILITIES. Easements over the Subject Property for the installation and maintenance of electric and telephone lines, drainage facilities, and television cable lines as shown on the recorded plat of the Subject Property are hereby reserved by the Developer, its successors and assigns, together with the right to grant and transfer the same. Developer for itself, its successors and assigns reserves the right to install utility and drainage facilities, equipment, pipes, lines, conduits in and upon any and all easement areas shown on the recorded plat of the Subject Property and to use said easement areas and all facilities and equipment therein located in connection with the development of any lands adjacent to or adjoining the Subject Property.

## ARTICLE V. COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION V.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner of any house by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association:



(1) annual assessments or charges; and

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

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

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate of interest then allowed by the laws of the State of Florida, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the House, and there shall be added to the amount such assessments, the stated interest, together with the costs of the action, including legal fees, whether or not judicial proceedings are involved, also including legal fees and costs incurred on any appeal of a lower court decision.

SECTION V.2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in Pleasant Oaks and in particular for the improvement and maintenance of properties, services and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed or furnished which are devoted to the purpose and related to the use and enjoyment of the houses situated upon the Subject Property, including but not limited to:

- (a) Payment of operating expenses of the Association.
- (b) Management, maintenance, improvement and beautification of the landscape and wall buffer and the other common areas as shown on the recorded plat of the Subject Property, or otherwise, and any improvements thereon.
- (c) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and/or in furnishing the services and facilities provided herein to or for the Owners and Members of the Association.
- (d) Repayment of funds and interest thereon which have been or may be borrowed by the Association for any of the aforesaid purposes.
- (e) Doing any other thing necessary or desirable, in the judgment of the Association, to keep The Properties neat and attractive or to preserve or enhance the value of the Properties or to eliminate fire, health or safety hazards or, which in the judgment of the Association, may be of general benefit to the Owners.

SECTION V.3 ORIGINAL, ANNUAL AND MAXIMUM ASSESSMENTS 1998

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

(b) Annual Assessment. The initial annual assessment shall be Fifty Dollars (\$50.00) per House, payable annually on January 1 of each year. This annual assessment shall be in addition to the above mentioned original assessment and shall be prorated in the year of initial purchase by the Owner. This assessment shall be paid directly to the Association, to be held in accordance with the above provisions. The Association may adjust the annual assessment after the end of each calendar year to cover anticipated or experienced increases in the funds expended by the Association.

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

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

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

SECTION V.4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized by Section V.3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of any capital improvement upon the Retention Area, Landscape and Wall Buffer, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 75% of the votes of Class A Members who are voting in person or by proxy at the meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION V.5 CHANGE IN ANNUAL ASSESSMENTS. In addition to the procedure provided in Section V.3 hereof, the Board of Directors of the Association may change the assessments prospectively for any period.

Section V.6 QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION V.4. The quorum required for any action authorized by Section V.4 of this Article shall be as follows:

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

SECTION V.7 CERTIFICATE OF PAYMENT. The Association shall, upon demand at any time, furnish to any Owner liable for said

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assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION V.8 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon any portion of the House subject to assessment. This subordination shall not relieve the House from liability for any assessments now or hereafter due and payable.

SECTION V.9 EXEMPT PROPERTY. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by any local public authority and devoted to public use; (b) Tract A; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption; and (d) all property owned by the Developer.

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

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

#### ARTICLE VI. ARCHITECTURAL REVIEW BOARD

No building, pool, fence, wall or other structure shall be commenced, erected or maintained upon the Subject Property, nor shall any exterior addition to or change or alteration be made to any previous improvement on a House until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architectural Review Board and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

SECTION VI.1 COMPOSITION. The Developer shall, upon recording of this Declaration, immediately form a committee known as the "Architectural Review Board", hereinafter referred to as "ARB", initially consisting of three (3) persons designated by the Developer. The ARB shall maintain this composition until control of the Association has been passed to the Owners other than the Developer. At such time the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of the Board of Directors. Provided, however, that in its selection, the Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board for so long as the Developer owns any houses in Pleasant

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Oaks. So long as the Developer owns one or more houses, lots, or portions of any lots in the Subject Property, neither the Association, the Board of Directors of said Association, nor the Members of the Association, shall have the authority to amend or alter the number of members of the ARB which is herein set forth as three (3) members. A quorum of the ARB shall be two (2) members. No decision of the ARB shall be binding without a quorum present and a simple majority vote by the Members present. A member of the Board of Directors may also serve as a member of the ARB.

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

SECTION VI.3 DUTIES. The ARB shall have the following duties and powers:

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

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

(c) to approve or disapprove any such building plans and specifications and lot or portion of any lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, said improvement, alteration or modification is not consistent with the planned development of the property;

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

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

SECTION VI.4 ENFORCEMENT OF PLANNING CRITERIA. The ARB, the Developer, the Board of Directors of the Association after control of the Association has passed from the Developer, or any Owner, either jointly or severally, shall have the right to enforce the provisions hereof relating to the Planning Criteria, as amended

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

#### ARTICLE VII. EXTERIOR MAINTENANCE.

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

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

#### ARTICLE VIII. RESTRICTIVE COVENANTS

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

##### SECTION VIII.1 LAND USE.

(a) No House, Lot, or portion of a Lot (except for the Retention Area, the Open Area and Developer's and Builder's sales and construction office) shall be used except for residential

200 12000

purposes. No building shall be erected upon any Lot or portion of any Lot without prior approval thereof by the ARB as hereinabove set forth. There shall be only two Houses per Lot.

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

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

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

SECTION VIII.2 HOUSE QUANTITY AND SIZE. No building shall be erected, altered, placed, or permitted to remain on any Lot other than two detached single-family dwellings not to exceed two and one-half stories in height (basement shall not be considered as a "story"). Such permitted building may include: a private enclosed garage for not less than one automobile; a storage room and/or a tool room. Unless approved in advance by the ARB, both as to the use as well as the location and architectural design, no structure may be constructed separate and apart from the House. Each House shall have a 500 minimum square footage of heatable living area, exclusive of open porches or garages, as determined by the ARB Planning Criteria.

SECTION VIII.3 BUILDING LOCATION. No House shall be located nearer to the lot lines than the minimum setbacks required by Orange County Zoning Regulations.

SECTION VIII.4 GARAGES. No carports shall be permitted and all garages must have inside dimensions large enough to enclose one automobile. Any garage entrance visible from the street in front of any Lot shall be equipped with an aesthetically suitable garage door which shall be shut when not in use. All garages and garage doors must be maintained in a useable condition.

SECTION VIII.5 SEWAGE FACILITIES. It shall be the sole responsibility of each builder constructing a residential structure at his, her or their sole expense, to apply for the permits to install, construct and maintain a septic tank or tanks on each portion of a Lot upon which a residential structure is constructed in conformity with the Laws of the State of Florida and the County of Orange, and the rules and regulations of their administrative agencies and officials, now or hereafter in effect with regard to septic tanks, sewage and disposal.

SECTION VIII.6 LANDSCAPING. Landscaping shall be as required by the ARB Planning Criteria.

SECTION VIII.7 ARB AUTHORITY. The ARB shall have the authority as hereinabove expressed, from time to time to include within its promulgated residential Planning Criteria other restrictions regarding such matters as prohibitions against window air-conditioning units, for sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutters, easements, games and play structures, swimming pools, sight distance at intersections, utility connections, and television and other communication antennae, driveway construction, and such other restrictions as it shall deem appropriate. These restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, they shall become as binding and shall be given the same force and effect as the restrictions set

forth herein until the ARB modifies, changes, or promulgates new restrictions or the Association modifies or changes restrictions set forth by the ARB.

SECTION VIII.8 ASSOCIATION RIGHTS. The Association shall have the same rights as set forth in Section VIII.7 above.

#### ARTICLE IX, AMENDMENT BY DEVELOPER

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

#### ARTICLE X, ADDITIONAL COVENANTS AND RESTRICTIONS

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

#### ARTICLE XI, AMENDMENT

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

#### ARTICLE XII, DURATION

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

#### ARTICLE XIII, ENFORCEABILITY

SECTION XIII.1 If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer, an individual Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. Should the Developer, an individual Owner, and/or the Association

be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against which enforcement is sought. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, any individual Owner, or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce any or all of them thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

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

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

#### ARTICLE XIV. INITIAL FUNDING OF ASSOCIATION

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

IN WITNESS WHEREOF, the Developer, Custom Quality Homes of Orlando, Inc. and Florence Corrine Regan Lewis and W. Earl Lewis, owners of a portion of the land described herein, and Independence Mortgage Corporation of America and Wesar, Inc., the holders of a mortgage interest in the land described herein, join in this Declaration of Covenants and Restrictions for Pleasant Oaks and have caused this instrument to be executed as of this 10 day of March, 1980.

Signed, sealed and delivered  
in the presence of:

CUSTOM QUALITY HOMES OF ORLANDO,  
INC.

WITNESS

BY:

WILLY MOENSSENS, President

WITNESS

WITNESS

FLORENCE CORRINE REGAN LEWIS

WITNESS

WITNESS

W. EARL LEWIS

WITNESS



INDEPENDENCE MORTGAGE CORPORATION  
OF AMERICA

397: 32005

David H. Doby  
WITNESS

BY: Francis E. Dunn  
FRANCIS E. DUNN, Vice President

Nice Black  
WITNESS

WESCAR, INC.

Wesley  
WITNESS

BY: Louis Geys  
LOUIS GEYS, President

Wesley  
WITNESS

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10 day of March, 1988, by Willy Moenssens, as President of CUSTOM QUALITY HOMES OF ORLANDO, INC., a Florida corporation, on behalf of said corporation.

Wesley H. Dunn  
Notary Public  
My Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 6, 1991  
NOTARIAL PUBLIC ASHTON AGENCY, INC.

STATE OF FLORIDA  
COUNTY OF ORANGE

This Declaration of Covenants and Restrictions for Pleasant Oaks was acknowledged before me this 10 day of March, 1988, by Florence Corrine Regan Lewis and W. Earl Lewis.

Wesley H. Dunn  
Notary Public  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 6, 1991  
NOTARIAL PUBLIC ASHTON AGENCY, INC.

STATE OF FLORIDA  
COUNTY OF ORANGE

8th day of March, 1988, by Frances E. Dunn, as Vice President of INDEPENDENCE MORTGAGE CORPORATION OF AMERICA, on behalf of said corporation.

Karen S. Dunn  
Notary Public  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES JUNE 6, 1991  
NOTARIAL PUBLIC ASHTON AGENCY, INC.

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10 day of March, 1988, by Louis Geys, as President of WESCAR, INC., on behalf of said corporation.

Wesley H. Dunn  
Notary Public  
My Commission Expires:

397: 32005

LEGAL DESCRIPTION

3975 662006

A part of Section 32, Township 21 South, Range 29 East, and a part of Section 5, Township 22 South, Range 29 East, Orange County, Florida, described as follows:

From the Southwest corner of the Southwest 1/4 of Section 32, Township 21 South, Range 29 East, Orange County, Florida, run N 89°50'40" E along the South line of said Southwest 1/4 of Section 32, a distance of 649.58 feet to the Point of Beginning at the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Southwest 1/4 of Section 32; thence run along the West line of said Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 32, N 00°14'00" W 564.66 feet to the South right-of-way line of Clarcona Road; thence run along said South right-of-way line S 88°36'27" E 650.50 feet to a point on the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 32; thence leaving said South right-of-way line, run along said East line of Southwest 1/4 of the Southwest 1/4 of Section 32, S 00°09'50" E 547.09 feet to the Southeast corner of said Southwest 1/4 of the Southwest 1/4 of Section 32; thence S 89°50'40" W along the South line of said Southwest 1/4 of Section 32, a distance of 324.79 feet to the northerly extension of the East line of Lot 14, WILLIS R. MUNGER'S LAND, as recorded in Plat Book E, Page 23, of the Public Records of Orange County, Florida; thence run along said northerly extension, and along the East line of Lot 14, S 01°58'27" E 682.39 feet to the Southeast corner of said Lot 14; thence along the South line of said Lot 14, S 89°45'42" W 324.95 feet to the Southwest corner of said Lot 14; thence along the West line of said Lot 14 and along a northerly extension thereof, N 01°57'36" W 682.86 feet to the Point of Beginning.

Exhibit "A"

STATE OF FLORIDA, COUNTY OF ORANGE  
I HEREBY CERTIFY, that the above and foregoing is a true copy of the original filed in this office.

THOMAS H. LOCKER, County Comptroller

RECORDED & INDEXED  
*Thomas H. Locker*  
County Comptroller, Orange Co., Fla.

ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA

1. BUILDING TYPE AND LOCATION. No building shall be erected, altered, placed, or permitted to remain on any Lot other than two detached single family dwellings not to exceed 35 feet in height, with a minimum of 500 square feet of heatable living area, exclusive of open porches and garages, a private and closed garage for not less than one standard size car, and storage room or tool room attached to the ground floor of such garage. The minimum square footage may be increased or decreased by the ARB by amending the ARB Planning Criteria. Unless approved by the ARB as to use, location and architectural design, no structure may be constructed separate and apart from the residential structure, nor can any of the aforementioned structures be constructed prior to the residential structure. Approval for the location of any residential structure on a Lot must be obtained from the ARB prior to the laying of a foundation for the residential structure. In approving such residential structure location, the ARB will consider a location of a residential structure on the Lot which disturbs the least number of trees and position the residential structure on its portion of the Lot to its greatest esthetic authentic advantage.

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

2. ROOFS. Flat roofs shall not be permitted unless approved by the ARB. Flat roofs which may be permitted after ARB approval are Florida rooms, porches and patios. The ARB shall have discretion to approve flat roofs on part of the main body of a residential structure, particularly if modern or contemporary in design. No built up roofs shall be permitted except on approved surfaces.

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

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

4. DRIVEWAY CONSTRUCTION. All Houses shall have a paved driveway of stable and permanent construction at least 10 feet wide at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the ARB.

5. DWELLING QUALITY. The ARB shall have final approval of all exterior building materials. The ARB shall discourage the use of imitation brick or stone for front or side material and encourage the use of front or side materials such as brick, stone, wood and stucco, or a combination of the foregoing on all elevations.

6. SIGNS. No sign of any kind shall be displayed to the public view on any House, Lot, or portion of a Lot unless approved by the ARB, and then only for the purpose of advertising the House for sale during and after the construction of the house.

7. GAMES AND PLAY STRUCTURES. All basketball backboards and any other fixed games and play structures shall be located in the rear of the residential structure. Treehouses or platforms of a like kind or nature shall not be constructed on any portion of any Lot.

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

9. LANDSCAPING. Each portion of every Lot must be landscaped. Existing trees may not be removed without prior approval of the ARB.

(a) Each House shall have at least two trees not less than six feet in height installed prior to completion of construction unless the land included with the House is naturally wooded.

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

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

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

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

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

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

11. GARBAGE AND TRASH DISPOSAL. No portion of any Lot shall be used as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARB shall require to be constructed with each residential unit. The enclosure shall be located out of sight from the front or side streets. There shall be no burning of trash or any other waste material.

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

13. CLOTHESLINES. All clotheslines shall be placed at the rear of and within the area encompassed by the rearward extension of the side lines of the residential structure.

14. REMOVAL OF TREES. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs, palmettos, and encourage the builder to incorporate them in his landscaping plan. No trees can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction or landscaping of a residential structure.

15. WINDOW AIR-CONDITIONING UNITS. No window air-conditioning units shall be permitted.

16. SOD. All lots shall be fully sodded except in wooded areas.

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

17. COMMERCIAL COMMUNICATION EQUIPMENT PROHIBITED. Use of communication equipment for commercial purpose is prohibited.

18. EXTERIOR ANTENNAE. No exterior antenna for radio, television or other communication may be erected other than on the sides or rear of the residential structure and may not extend vertically higher than ten feet above the highest point of the roof. Satellite or dish antennae are permitted only if located in the rear yard, not visible from the street, and are placed on Owners portion of the Lot so as not to be objectionable to surrounding House Owners. All dish antennae must be secured to the ground. Prior to installation of a satellite or dish antennae, approval as to size, color and location must be obtained from the ARB. Installation of satellite dishes are discouraged and the ARB will not approve them except where such installation is determined by the ARB to be aesthetically enhancing to the neighborhood.

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

19. EXTERIOR LIGHT FIXTURES. No exterior lighting fixtures shall be installed on any portion of any Lot or House without adequate and proper shielding of fixture. No lighting fixture shall be installed more than ten feet above ground level or which may be or become an annoyance or a nuisance to the residents of adjacent Houses.

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

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

thigh drainage channels in the easements, or which are or might be prohibited by the public authority to whom the easement is given. The easement area of each portion of each Lot and all improvements in it shall be maintained continuously by the Owner of the portion of the Lot, except for those improvements for which a public authority or utility company is responsible.

22. AIR CONDITIONING UNITS. No air-conditioning units shall be placed on the front of any residential structure. If air-conditioning units are located in the side yard on a corner lot, it shall be screened from view.

23. CHIMNEYS. Any exposed portion of a chimney from outside of the residential structure shall be constructed solely of brick, stone, stucco, wood or other material approved in advance in writing by the ARB.

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

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

26. TRADE, BUSINESS, OR OBNOXIOUS ACTIVITIES. No trade or business, commerce, industry, or obnoxious or offensive activity shall be carried on upon any portion of any Lot or House nor shall anything be done thereon which may be or may become an annoyance to the neighborhood; provided, however, the Developer and Builders approved by the ARB may maintain a sales office until all houses are sold.

27. INVALIDATION OF INDIVIDUAL CRITERIA. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which remain in full force and effect.

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

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

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

~~FIRST AMENDMENT~~ TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
PLEASANT OAKS

THIS FIRST AMENDMENT, made and executed this 9th day of February, 1988, by the Declarants, CUSTOM QUALITY HOMES OF ORLANDO, INC., a Florida Corporation hereinafter referred to as the Developer, by Independence Mortgage Corporation of America, and Wescar, Inc., the holders of mortgage interests in the land described herein, and by Florence Corrine Regan Lewis and W. Earl Lewis, owners of a portion of the land described herein.

W I T N E S S E T H:

WHEREAS, Declarants executed that certain Declaration of Covenants and Restrictions for Pleasant Oaks, Orange County, Florida, dated March 10, 1988, as recorded in Plat Book 21, Pages 99 through 101, Public Records of Orange County, Florida, and recorded together with the recording of this First Amendment in the Public Records of Orange County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declarants desire to add the following provisions to the Declaration:

NOW THEREFORE, for and in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby adds the following provisions to the Declaration:

ARTICLE XVI, PARTY WALLS AND COMMON DRIVEWAYS

All common or party walls and common driveways, if any, shall be maintained by the Owners of those residences adjoining a party wall or served by a common driveway, subject to the right, but not the obligations, of the Association to maintain the same as hereinafter set forth. If an Owner or an Owner's agent, tenant, guest, or invitee damages a party or common wall or common driveway, or causes tangible damage to the person or property of an adjoining Owner or tenant as a result of damage to a party or common wall or common driveway arising out from the negligence or intentional acts of said Owner or his agent, tenant, guest, or invitee caused the damage shall be liable and responsible for the damages to and costs of repair of the party wall or common

Rec Fee \$ 21.00 THOMAS H. LOCKER,  
Add Rec \$ 3.00 Orange County  
Doc Tax \$ - Comptroller  
Int Tax \$ - By THH  
Total \$ 24.00 Florida Check

2992828 ORANGE CO. FL.  
02:23:49PM 04/28/88



driveway and to the adjoining Owner and tenant for the tangible damages to their person or property, and for any costs incurred by the Association or by the adjoining Owner or tenant in the collection thereof, including reasonable attorney's fees.

All costs of reconstructing a party wall or common driveway in the event such party wall or common driveway is destroyed or damaged in a manner other than as set forth hereinabove shall be borne equally by the Owners of the residences adjoining such party wall or served by such common driveway. In the event one Owner bears the entire expense for reconstruction of a party wall or common driveway, then the Owner of the adjoining residence shall pay to the Owner who reconstructed the party wall or common driveway one-half (1/2) of the expense incurred in that reconstruction, plus costs of collection and reasonable attorney's fees. Either adjoining Owner and the Association, after notice, shall have the right to enter on the other adjoining Lot or Dwelling Unit and into the adjoining residence for the purpose of reconstructing a party wall or common driveway.

. Either adjoining Owner shall have an equal right to use a party wall for the support of structural members of a residence to be constructed on either adjoining Lot or House and a common driveway for access to each Lot or House served thereby. This right shall be subject, however, to payment by the Owner seeking to tie into the party wall of any costs involved in tying into the party wall and payment of any damage occasioned therefrom.

Each party shall be subject to an easement of support for an adjoining House subject to payment of costs as provided above and shall be subject to an easement for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to adjoining House.

#### ARTICLE XVII, SEPTIC TANKS

Each Lot shall contain one or more septic tanks, each of which may serve one or more Houses within the Lot. All septic tanks shall be maintained by the Owners of those Houses served by the septic tank(s) subject to the right of the Association to maintain the same as hereinafter set forth. If an Owner or an Owner's tenant, guest, or invitee causes damage to a common septic

tank, or causes tangible damage to the person or property of an adjoining Owner or tenant as a result of damage to a septic tank, then the Owner who caused or whose tenant, guest, or invitee caused said damage shall be liable and responsible to the Association for the damage to the common septic tank and to the adjoining Owner or tenant for the tangible damages to their person or property, and for any costs incurred by the Association or the adjoining Owner or tenant in the collection thereof, including reasonable attorney's fees.

All costs of maintaining and repairing a common septic tank in the event such septic tank is destroyed or damaged in a manner other than as set forth hereinabove shall be borne equally by the Owners of the Houses served by the common septic tank. In the event one Owner bears the entire expense for such repairs, then the Owner of the adjoining residence shall pay to the Owner who repaired the septic tank one-half (1/2) of the expense incurred in said repairs, plus any costs of collection including reasonable attorney's fees. Either adjoining Owner shall have the right, upon notice, to enter on the other adjoining Lot or House for the purpose of repairing a common septic tank.

ARTICLE XVIII, FHA/VA APPROVAL

If, so long as it is a Class B member of the Association, the Developer seeks Federal Housing Administration or Veterans Administration approval of the Subdivision, the Developer may amend this Declaration in any manner required by the Federal Housing Administration or Veterans Administration.

IN WITNESS WHEREOF, the Declarants have caused these presents to be executed in a manner and form sufficient to bind this property as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

CUSTOM QUALITY HOMES OF ORLANDO, INC.

BY: WILLY MOENSSENS, PRESIDENT

(CORPORATE SEAL)

Brenda Sawyer  
WITNESS

J. M. Sloop  
WITNESS

INDEPENDENCE MORTGAGE CORPORATION  
OF AMERICA

WITNESS Lotte H. Metz

BY: Frances E. Dunn  
FRANCES E. DUNN, Vice President

WITNESS Alice Black

WESCAR, INC.

WITNESS Paula Stankovic

BY: Louis Geys  
LOUIS GEYS, President

WITNESS John T. Walker

WITNESS W. Earl Lewis

Florence Corrine Regan Lewis  
FLORENCE CORRINE REGAN LEWIS

WITNESS W. Earl Lewis

WITNESS W. Earl Lewis

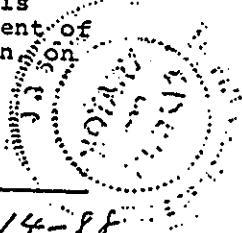
WITNESS W. Earl Lewis

W. Earl Lewis  
W. EARL LEWIS

STATE OF FLORIDA  
COUNTY OF ORANGE

2nd The foregoing instrument was acknowledged before me this day of February, 1988, by Willy Moenssens, as President of CUSTOM QUALITY HOMES OF ORLANDO, INC., a Florida corporation, on behalf of said corporation.

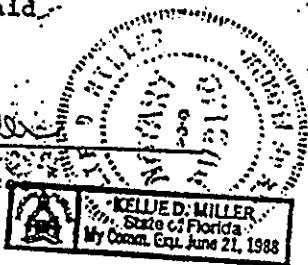
John Sloop  
Notary Public  
My Commission Expires: 8-14-88



STATE OF FLORIDA  
COUNTY OF

3rd The foregoing instrument was acknowledged before me this day of February, 1988, by Louis Geys, as President of WESCAR, INC., a Florida corporation, on behalf of said corporation.

Kellie D. Miller  
Notary Public  
My Commission Expires: 6-21-88



STATE OF FLORIDA  
COUNTY OF ORANGE

3rd The foregoing instrument was acknowledged before me this day of February, 1988, by Frances E. Dunn, as Vice President

of INDEPENDENCE MORTGAGE CORPORATION OF AMERICA, on behalf of said corporation.

Patti H. Dietz  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires March 28, 1991  
Bonded thru Agent's Notary Brokerage

STATE OF FLORIDA  
COUNTY OF ORANGE

This Declaration of Covenants and Restrictions for Pleasant  
Laks was acknowledged before me this 4 day of February, 1988,  
Florence Corrine Regan Lewis and W. Earl Lewis.

William H. Janney  
Notary Public

My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 6, 1991  
BONDED THROUGH ASHTON AGENCY, INC.

DR-3976 PG3598

RETURN TO

CUSTOM GRAVITY NOTES

N 48 VIRMAN ROAD 32811 FL.

SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR

PLEASANT OAKS

2992829 ORANGE CO. FL.  
02:24:00PM 04/28/88

OR3976 PG3599

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR PLEASANT OAKS, is made and executed this 10 day of March, 1988, by the Declarants, CUSTOM QUALITY HOMES OF ORLANDO, INC., a Florida Corporation hereinafter referred to as the Developer, and by Florence Corrine Regan Lewis and W. Earl Lewis, owners of a portion of the land described herein.

W I T N E S S E T H:

WHEREAS, Declarants executed that certain Declaration of Covenants and Restrictions for Pleasant Oaks, Orange County, Florida, dated the 10th day of March, 1988, as recorded in Plat Book 21, Pages 99 through 101, Public Records of Orange County, Florida, and recorded together with the recording of this Second Amendment in the Public Records of Orange County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, Declarants desire to add the following provisions to the Declaration:

NOW THEREFORE, for and in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby adds the following provisions to the Declaration:

EXEMPTION OF THE LEWIS PROPERTY

The covenants, restrictions, assessments, maintenance requirements, and authority of the Architectural Review Board, does not apply to the land held in fee simple by Florence Corrine Regan Lewis and W. Earl Lewis, wife and husband, or either of them individually, for as long as either of them shall live and remain in physical possession of the property. If the property is sold during the lifetime of either Florence Corrine Regan Lewis or W. Earl Lewis, the conveyance will be subject to all of the covenants and restrictions of this declaration, with the exception that the existing structures may be used and maintained during their useful life without adhering to the requirements imposed by the Architectural Review Board, or otherwise. The useful life of the buildings is defined as the ordinary life of a building of this design and as constructed with these materials, and which do not require repairs in excess of \$1,000.00 per occurrence. Subsequent replacement of the existing structures and conveyance of this property after the death of the last of either Florence Corrine Regan Lewis or W. Earl Lewis, or the conveyances by either or both of them while they are not in physical possession thereof, shall bind the grantees thereof to all of the terms, covenants, and restrictions of this declaration.

IN WITNESS WHEREOF, the Declarants have caused these presents to be executed in a manner and form sufficient to bind this property as of the day and year first written.

Signed, sealed, and delivered  
in the presence of:

CUSTOM QUALITY HOMES OF ORLANDO,  
INC.

BY:

WILLY MOENSSSENS, President

WITNESS

WITNESS

Rec Fee \$ 13.00 THOMAS H. LOCKER,  
Add Rec \$ 2.00 Orange County  
Doc Tax \$ - Comptroller  
By [Signature]



WITNESS

Florence Corrine Regan Lewis  
FLORENCE CORRINE REGAN LEWIS

WITNESS

WITNESS

W. Earl Lewis  
W. EARL LEWIS

WITNESS

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this 10 day of MARCH, 1988, before me personally appeared Willy Moenssens as President of CUSTOM QUALITY HOMES OF ORLANDO, INC., well known to me to be the person who executed the foregoing instrument and severally acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

WITNESS my hand and official seal in the State of Florida and County of Orange in the day and year last aforesaid.

William H. James  
Notary Public  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 6, 1991  
BONDED THROUGH ASHTON AGENCY, INC.

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Florence Corrine Regan Lewis and W. Earl Lewis to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of MARCH, 1988.

William H. James  
Notary Public  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 6, 1991  
BONDED THROUGH ASHTON AGENCY, INC.

OR3976 PG3600

JOINDER AND CONSENT TO DEDICATION AND AGREEMENT

CORPORATIONS

The undersigned hereby certifies that it is the holder of a mortgage, lien or other encumbrance upon the above described property which is recorded in Official Records Book 2934, Page 1210 of the Public Records of Orange County, Florida. The undersigned hereby joins in and consents to the execution of this Declaration of Covenants and Restrictions of Pleasant Oaks by the owners and dedication of the lands described above by the owners thereof.

Signed, sealed and delivered in the presence of:

INDEPENDENCE MORTGAGE CORPORATION OF AMERICA

Patt H. Ditz  
WITNESS

BY: Frances E. Dunn  
FRANCES E. DUNN, Vice President

Oliver Black  
WITNESS

WESCAR, INC.

[Signature]  
WITNESS

BY: [Signature]  
LOUIS GEYS, President

[Signature]  
WITNESS

DR3976 PG3601

STATE OF FLORIDA  
COUNTY OF ORANGE

5th The foregoing instrument was acknowledged before me this day of March, 1988, by FRANCES E. DUNN, as Vice President of INDEPENDENCE MORTGAGE CORPORATION OF AMERICA, a Florida Corporation, on behalf of said corporation.

[Signature]  
NOTARY PUBLIC  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF ORANGE

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG 25, 1990  
BORNED 1229 FEDERAL 125. 140.

8th The foregoing instrument was acknowledged before me this day of March, 1988, by LOUIS GEYS, as President of WESCAR, INC., a Florida Corporation, on behalf of said corporation.

RECORDED & RETURNED  
[Signature]  
County Commissioner, Orange Co., FL

Winifred H. James  
NOTARY PUBLIC  
My Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 6, 1991  
BORNED THROUGH ASHTON AGENCY, INC.

RETURN TO: CUSTOM GRADING HUES

THIRD AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
PLEASANT OAKS

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR PLEASANT OAKS, made and executed this \_\_\_\_\_ day of April, 1989, by the Developer, CUSTOM QUALITY HOMES OF ORLANDO, INC., a Florida corporation, hereinafter referred to as the "Developer".

WITNESSETH:

WHEREAS, Developer, Independence Mortgage Corporation of America, Wescar, Inc., and Florence Corrine Regan Lewis and W. Earl Lewis, were Declarants who executed that certain Declaration of Covenants and Restrictions for PLEASANT OAKS, recorded in O.R. Book 3975, page 1994, Public Records of Orange County, Florida, and amended by First Amendment recorded in O.R. Book 3976, page 3594, Public Record of Orange County, Florida, and by Second Amendment recorded in O.R. Book 3976, page 3599, Public Records of Orange County, Florida, hereinafter all collectively referred to as the "Declaration"; and

WHEREAS, the First Amendment added Article XVIII, FHA/VA APPROVAL, to the Declaration of Covenants and Restrictions for PLEASANT OAKS, under which the undersigned, as Developer, may amend the "Declaration in any manner required by the Federal Housing Administration or Veterans Administration", as long as Developer is a Class B member of the Association; and

WHEREAS, Developer continues to be a Class B member of the Association at the time of execution of this Third Amendment; and

WHEREAS, Developer desires to secure from Federal Housing Administration and/or Veterans Administration approval of the Subdivision.

NOW, THEREFORE, for and in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer hereby amends, modifies and adds the following provisions to the Declaration.



36

ARTICLE I

DEFINITIONS

SECTION I.1 shall be amended as follows:

(a) "Association" shall mean and refer to PLEASANT OAKS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

(b) "The Properties" shall mean and refer to the Subject Property, and any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(i) "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The "Common Areas" to be owned by the Association at the time of the conveyance of the first lot are described as follows:

All of the "Common Areas" as expressly designated in PLEASANT OAKS, according to the plat thereof as recorded in Plat Book 21, pages 99-101, Public Records of Orange County, Florida.

(j) "Declarant" shall mean and refer to CUSTOM QUALITY HOMES OF ORLANDO, INC., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION II.2 VOTING RIGHTS. The Association shall have two classes of voting membership.

Class A. (Remains unchanged).

Class B. Class B Member(s) shall be the Developer. The Class B Member shall be entitled to three(3) votes for each house in which it holds the interest required for membership by Section 1. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1995.

### ARTICLE III

#### OPEN AREA, LANDSCAPE BUFFER AND WALL, AND PROPERTY RIGHTS

##### SECTION III.1 OPEN AREA, LANDSCAPE BUFFER AND WALL.

The Developer will build a wall and install a landscaped buffer as shown on the plat. The Association shall be responsible for the maintenance, restoration, repair and replacement of the irrigation system, landscaping and wall as well as any maintenance of any areas not performed by local government.

SECTION III.2 OWNERS' EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every House, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his House remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

SECTION III.3 DELEGATION OF USE. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE V

#### COVENANT FOR MAINTENANCE ASSESSMENTS

##### SECTION V.3 ORIGINAL, ANNUAL AND MAXIMUM ASSESSMENTS.

(b) Annual Assessment....

(1) No adjustment shall be made which increases the annual assessment for any year more than 5% above the maximum assessment for the previous year unless approved by a vote of two-thirds(2/3) of each class of members who are voting in person or by proxy, at a meeting duly called and noticed in accordance with Section V.4 hereof.

(2) No adjustment shall reduce the annual assessment below the initial annual assessment unless approved by a vote of two-third(2/3) of each class of members who are voting in person or by proxy, at a meeting duly called and noticed in accordance with Section V.4 hereof.

SECTION V.5 CHANGE IN ANNUAL ASSESSMENTS. In addition to the procedure provided in Section V.3 hereof, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION V.9 EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida, and Tract A shall be exempt from the assessments created herein, except no land or improvement devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE XVIII

##### FHA/VA APPROVAL

If, so long as it is a Class B Member of the Association, the Developer seeks Federal Housing Administration or Veterans Administration approval of the Subdivision, the Developer may amend this Declaration in any manner required by the Federal Housing Administration or Veterans Administration.

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants and Restrictions.

ARTICLE XIX

ANNEXATION

Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds(2/3) of each class of members.

ARTICLE XX

EXEMPTION OF THE LEWIS PROPERTY

The Second Amendment to the Declaration of Covenants and Restrictions for PLEASANT OAKS relating to the exemption of the Lewis property is hereby ratified and confirmed.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in a manner and form sufficient to bind this Property as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

CUSTOM QUALITY HOMES OF  
ORLANDO, INC.

Yolanda Martin

By: 

WILLY MOENSSSENS, President

Barbara Krain

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April, 1989, by WILLY MOENSSSENS, as President of CUSTOM QUALITY HOMES OF ORLANDO, INC., a Florida corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:

Rec Fee \$ 5.00 MARTHA O. HAYNIE  
Add For \$ 1.00 O. County  
Doc Tax \$ 1 Co. Clerk  
Int Tax \$ 1 By [Signature]  
Total \$ 6.00 Deputy Clerk

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, CUSTOM QUALITY HOMES OF ORLANDO, INC., a Florida corporation, is Declarant under that certain document entitled "Declaration of Covenants and Restrictions for Pleasant Oaks" dated March 10, 1988, and recorded in O. R. Book 3975, page 1994, and amended in O.R. Book 3976, pages 3594 and 3599 and in O.R. Book 4074, page 3565, Public Records of Orange County, Florida; and

WHEREAS, under Section VI.1 of said Declaration of Covenants and Restrictions for Pleasant Oaks, Declarant was vested with the duty, obligation and responsibility of reviewing all building plans and specifications for architectural control over buildings, fences, pools or other structures; and

WHEREAS, CUSTOM QUALITY HOMES OF ORLANDO, INC. has divested itself of the controlling interest in Pleasant Oaks, and is desirous of assigning all rights, obligations and duties under Section VI.1 of said Declaration of Covenants and Restrictions for Pleasant Oaks to PLEASANT OAKS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.

NOW, THEREFORE, in consideration of the premises, CUSTOM QUALITY HOMES OF ORLANDO, INC., a Florida corporation, does hereby assign to PLEASANT OAKS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors, legal representatives or assigns, all its rights, obligations and duties under Section VI.1 of the Declaration of Covenants and Restrictions for Pleasant Oaks recorded in O. R. Book 3975, page 1994, as amended, Public Records of Orange County, Florida, covering Pleasant Oaks, according to the plat thereof as recorded in Plat Book 21, pages 99-101, Public Records of Orange County, Florida.

IN WITNESS WHEREOF, CUSTOM QUALITY HOMES OF ORLANDO, INC. has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, this \_\_\_\_\_ day of August, 1990.

Signed, sealed and delivered in the presence of:

[Signature]  
Fanny O'Connell

CUSTOM QUALITY HOMES OF ORLANDO, INC.

By: [Signature]  
WILLY MOENSSSENS, President

STATE OF FLORIDA  
COUNTY OF SEMINOLE

3579846 ORANGE CO. FL.  
11:45:29AM 08/17/90

DR4209 PG2090

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLY MOENSSSENS, well known to me to be the President of CUSTOM QUALITY HOMES OF ORLANDO, INC., a Florida corporation, and he acknowledged executing the foregoing Assignment in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of August, 1990.

[Signature]  
Notary Public  
My commission expires:  
(Seal)

RECORDED & INDEXED  
Martha O. Haynie  
County Clerk, Orange Co., FL



Handwritten note: *Handwritten 11/17/90, 11:45 AM, 11/17/90, 11:45 AM, 11/17/90, 11:45 AM*

BYLAWS

OF

PLEASANT OAKS HOMEOWNERS' ASSOCIATION, INC.

CLIENT CO.

ARTICLE I

NAME AND LOCATION. The name of the corporation is PLEASANT OAKS HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 5\* N. Kirkman Road, Suite 2, Orlando, Florida 32811, but meetings of members and directors may be held at such places within the State of Florida, County of Orange, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to PLEASANT OAKS HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

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

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to a parcel of land, owned in fee simple, upon which a House (as defined in the Declaration) has been or may be constructed.

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

Section 6. "Declarant" shall mean and refer to Custom Quality Homes of Orlando, Inc., a Florida Corporation, its successors and assigns if such successors or assigns should acquire

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be presented or be represented.

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

Section 6. Special Meetings to Increase the Annual Assessment or to Levy a Special Assessment. Before the Board of Directors increases the annual assessment more than five percent (5%) above the maximum assessment for the previous year pursuant to the Declaration of Covenants and Restrictions or levies a special assessment pursuant to the Declaration of Covenants and Restrictions, the Board of Directors must obtain the approval of two-thirds (2/3rds) of the votes of members who are voting in person or by proxy, at a meeting duly called for such purpose, as required by the Declaration of Covenants and Restrictions. In addition, the Board of Directors must satisfy the notice and quorum requirements set forth in the Declaration of Covenants and Restrictions.

Section 7. Roster of Members. The Association shall maintain a roster of the names and mailing addresses of Owners, which shall constitute a roster of members. The roster shall be maintained from evidence of ownership furnished to the Association from time to time to substantiate the holding of a membership and

If a Unit is owned by one person his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of Owners and filed with the Secretary of the Association, provided, however, that if a Unit is owned by husband and wife, such certificate shall not be required. If title to a Unit is held by a life tenant with others owning the remainder interest, the life tenant shall be the person entitled to vote. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any owner of a share in the Unit. If a certificate designating the person entitled to cast the vote for a Unit is not on file, the vote of the Owners shall not be considered in determining whether a quorum is present nor for any other reason.

Votes may be cast in person or by proxy. A proxy may be made by any Owner entitled to vote and shall be valid only for the matters designated in the proxy. The proxy may be valid for more than one meeting, if so specified in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

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



Declarant. The initial directors and the directors replaced by the Declarant may be removed by the Declarant.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association.

However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee.

Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Such nominations may be made from among members or non-members.

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

Section 3. Election of Board of Directors. The Declarant shall be vested with the power to designate the initial Board of Directors, who need not be members entitled to vote in the Association. The initial Board of Directors shall serve until the first annual meeting of Owners. At the first annual meeting

Section 4. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place of such meeting. If all 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.

Section 6. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate. The premiums of such bonds shall constitute a Common Expense;

(g) cause the Common Area to be maintained.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later

### Treasurer

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

Section 10. Compensation of Officers. No officer shall receive any compensation from the Association solely for exercising his duties and obligations as an officer, unless approved by the majority of the Owners.

### ARTICLE IX

#### COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

### ARTICLE X

#### BOOKS AND RECORDS

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

### ARTICLE XI

#### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special

(b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved, or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such Association or not so interested.

#### ARTICLE XIII

##### OPERATION OF THE PROPERTY

###### Section 1. Determination of Common Expenses and Assessments Against Owners.

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year and terminating on December 31 of the same year, unless otherwise designated by the Board of Directors.

(b) Preparation and Approval of Budget. At least (SEE P. 18) thirty (30) days before the end of each fiscal year the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary to pay the cost of utility services, maintenance, management, operation, repair, and replacement of Common Areas, cutting all grass within the Common Areas and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by these By-Laws or a Resolution of the Association, and which will be required during the ensuing fiscal year for the administration,

Common Expenses of the Association. If the budget is amended subsemently, a copy of the amended budget shall be furnished to each member.

(d) Assessment and Payment of Common Expenses. The total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against each Owner equally, and shall be a lien against each Owner's Unit. On or before the first day of each fiscal year, such Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), the assessment for such fiscal year made pursuant to the foregoing provisions, unless determined by the Board of Directors that said assessments will be payable on a semi-annually, quarterly, or monthly basis. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an audited accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount collected pursuant to the actual expenditures plus reserves.

In the event a monthly assessment shall be insufficient in the judgment of the Board of Directors to provide funds for the anticipated current expenses for the ensuing month and for all of the unpaid operating expenses previously incurred, the Board of Directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amounts to meet these expenses for the year; provided, that any account of the amended budget that exceeds the limit upon increases for that year, as set forth in the Declaration of Covenants and Restrictions, shall be subject to the approval of the membership of the Association.

his allocable share of the Common Expense as herein provided, whenever the same shall be determined and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the assessment at the then existing rate established for the previous fiscal period until the new annual or adjusted budget shall have been mailed or delivered.

(h) Accounts. All sums collected by the Board of Directors with respect to assessments against the Owners may be commingled into a single fund, but shall be identified and accounted for each Owner.

Section 2. Collection of Assesements. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Owner which remain unpaid for more than thirty (30) days from the date due for payment thereof.

Section 3. Additions, Alterations, or Improvements by Board of Directors. Except for the initial Board of Directors, whenever in the judgment of the Board of Directors the Common Areas shall require additions, alterations, or improvements costing in excess of FIVE THOUSAND DOLLARS (\$5,000.00), the making of such additions, alterations, or improvements shall be approved by a majority of the Owners, and the Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all Owners for the cost thereof as a Common Expense. Any additions, alterations, or improvements costing FIVE THOUSAND DOLLARS (\$5,000.00) or less may be made by the Board of Directors without approval of the Owners and the cost thereof shall constitute part of the Common Expenses.

Notwithstanding the foregoing, if in the opinion of not less than eighty percent (80%) of the members of the Board of Directors, such additions, alterations, or improvements are exclusively or substantially for the benefit of the Owner or Owners requesting the same, such requesting Owner or Owners shall be assessed therefor in such proportion as they jointly approve, or if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

( 1) If to an Owner, at the address which the Owner shall designate in writing and file with the Secretary, or if no such address is designated, at the address of the Unit of such Owner; or

(11) If to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Managing Agent, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these By-Laws.

#### ARTICLE XVIII

##### FISCAL YEAR

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

IN WITNESS WHEREOF, we, being all of the directors of the PLEASANT OAKS HOMEOWNERS' ASSOCIATION, INC., have hereunto set our hands this \_\_\_\_ day of September, 1988.

\_\_\_\_\_  
Willy Moenssens

\_\_\_\_\_  
Noel Moenssens

\_\_\_\_\_  
Fanny Moenssens

\_\_\_\_\_  
Monique Moenssens