

EXHIBIT "A"

Rio Pinar Lakes Homeowner's Association, Inc.

1. Notice of Preservation of Declaration of Covenants, Conditions and Restrictions, dated June 19, 2011 and recorded at Official Records Book 10231, Page 8549, Public Records of Orange County, Florida on June 27, 2011.
2. Declaration of Covenants, Conditions, and Restrictions recorded January 13, 1982 at Official Records Book 3252, Page 1856 in the Public Records of Orange County, Florida.
3. First Amendment to Declaration of Covenants, Conditions and Restrictions recorded on March 21, 1983 in Official Records Book 3359, Page 2496, Public Records of Orange County, Florida;
4. Amendment to Declaration of Covenants and Restrictions The Annexation of Rio Pinar Lakes Unit Two, Phase Two recorded on June 16, 1983 at Official Records Book 3387, Page 1138, Public Records of Orange County, Florida; and
5. Amendment to Declaration of Restrictions and Covenants The Annexation of Rio Pinar Lakes Unit Two, Phase Three recorded on December 22, 1983 at Official Records Book 3454, Page 2578, Public Records of Orange County, Florida
6. Articles of Incorporation for Rio Pinar Lakes Homeowner's Association, Inc., dated December 1, 1981 and filed with the Secretary of State on December 16, 1981.
7. By-Laws for Rio Pinar Lakes Homeowner's Association, Inc., dated February 17, 1981.

This instrument prepared by and
should be returned to:

Elizabeth A. Lanham-Patrie, Esq.
TAYLOR & CARLS, P.A.
150 N. Westmonte Dr.
Altamonte Springs, FL 32714
(407) 660-1040

DOCH 20110334146 B: 10231 P: 8549
06/27/2011 09:23:44 AM Page 1 of 5
Rec Fee: \$44.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: TAYLOR & CARLS PA



**NOTICE OF PRESERVATION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS NOTICE is being recorded pursuant to Sections 712.05 and 712.06, Florida Statutes, in order to preserve the easements, restrictions, covenants, conditions and all other provisions of the following documents:

1. Declaration of Covenants, Conditions and Restrictions recorded on January 13, 1982 in Official Records Book 3252, Page 1856, Public Records of Orange County, Florida;
2. First Amendment to Declaration of Covenants, Conditions and Restrictions recorded on March 21, 1983 in Official Records Book 3359, Page 2496, Public Records of Orange County, Florida;
3. Amendment to Declaration of Covenants and Restrictions The Annexation of Rio Pinar Lakes, Unit Two, Phase Two recorded on June 16, 1983 at Official Records Book 3387, Page 1138, Public Records of Orange County, Florida; and
4. Amendment to Declaration of Restrictions and Covenants The Annexation of Rio Pinar Lakes, Unit Two, Phase Three recorded on December 22, 1983 at Official Records Book 3454, Page 2578, Public Records of Orange County, Florida

(hereinafter collectively referred to as the "Declaration").

The property affected by this Notice is described as:

Lots 1 through 13, inclusive, and Tract A, all in Rio Pinar Lakes Unit Two, Phase One, according to the Plat thereof, as recorded in Plat Book 10, Pages 130 and 131, of the Public Records of Orange County, Florida. (These will include Parcels A, B, C, & D for each lot.);

All real property on the Plat of Rio Pinar Lakes Unit Two, Phase Two, according to the plat thereof, as recorded in Plat Book 12, at pages 12 & 13 of the Public Records of Orange County, Florida; and

All real property on the Plat of Rio Pinar Lakes Unit Two, Phase Three, according to the plat thereof, as recorded in Plat Book 12, at Page 77, of the Public Records of Orange County, Florida.

The name and address of the homeowners' association filing this Notice on behalf of the Members is Rio Pinar Lakes Homeowner's Association, Inc., a Florida nonprofit corporation, c/o Joe Frasca, Preferred Community Management, Post Office Box 677307, Orlando, FL 32867 (hereinafter "Association").

Attached hereto as Exhibit "A" is an Affidavit executed by the President of the Association affirming that the meeting's date, time, place and the statement required by Section 712.06(1)(b), Florida Statutes, was mailed to the Members at least seven (7) days prior to the Special Board of Directors Meeting, where the Board of Directors approved the preservation of the Declaration.

By their signatures below, the President and Secretary of the Association hereby certify that preservation of the Declaration was duly approved by at least two-thirds (2/3) of the members of the Board of Directors at a Special Board of Directors Meeting held on May 11, 2011.

EXECUTED at Orlando (city), Orange County, Florida, on this 19 day of June, 2011.

WITNESSES:

Alexia Boadram
Print Name: Alexia Boadram
Brian Boadram
Print Name: Brian Boadram

Alexia Boadram
Print Name: Alexia Boadram
Brian Boadram
Print Name: Brian Boadram

RIO PINAR LAKES HOMEOWNER'S
ASSOCIATION, INC.

By: Amanda H. Newland
Print Name: Amanda H. Newland
President
Address: 2748 Rio Pinar Lakes
Blvd, Orlando, FL 32822

Attest: Lourdes Soto
Print Name: Lourdes Soto
Secretary
Address: 7926 Toler Ct
Orlando, FL 32822

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING INSTRUMENT was acknowledged before me this 19 day of June, 2011, by Amanda H. Newland and Lourdes Soto, as the President and Secretary, respectively, of **RIO PINAR LAKES HOMEOWNER'S ASSOCIATION, INC.**, a Florida not-for-profit corporation, who (check one) ☐ are personally known to me or ☒ produced valid FLA (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing

witnesses, freely and voluntarily, under authority duly vested in them 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 on this 19 day of JUNE, 2011.



ALEXIA BOODRAM
MY COMMISSION # EE 091136
EXPIRES: May 8, 2015
Bonded Thru Budget Notary Services

A handwritten signature in cursive script, reading "A. Boodram", written over a horizontal line.

Notary Public - State of Florida

Print Name: Alexia Boodram

Commission No.: EE 091136

My Commission Expires: 05-08-15

Rio001 MRTA notice of preservation

EXHIBIT "A"

AFFIDAVIT OF AMANDA NEWLAND

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority personally appeared **AMANDA NEWLAND**, who, after first being duly sworn, deposes and says:

1. I am the President of Rio Pinar Lakes Homeowner's Association, Inc. (the "Association"), and I have personal knowledge of the matters contained herein and know them to be true and correct.

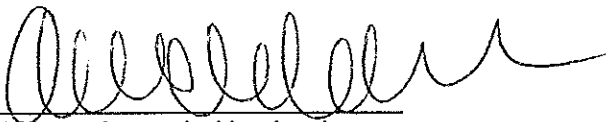
2. That the Board of Directors Meeting was scheduled for May 11, 2011, at 7:00 p.m. That the Board of Directors of the Association caused a notice setting forth the date, time, place and the statement set forth below to be mailed to the Members of the Association not less than seven (7) days prior to the Board of Directors Meeting, at which the Board of Directors voted to preserve the Declaration of Covenants, Conditions and Restrictions recorded at Official Records Book 3252, Page 1856, and its amendments, the First Amendment to Declaration of Covenants, Conditions and Restrictions recorded at Official Records Book 3359, Page 2496, the Amendment to Declaration of Covenants and Restrictions The Annexation of Rio Pinar Lakes, Unit Two, Phase Two recorded at Official Records Book 3387, Page 1138, and the Amendment to Declaration of Restrictions and Covenants The Annexation of Rio Pinar Lakes, Unit Two, Phase Three recorded at Official Records Book 3454, Page 2578, all of the Public Records of Orange County, Florida (hereinafter collectively the "Declaration"); burdening the property of the Members of the Association pursuant to Chapter 712, Florida Statutes.

STATEMENT OF MARKETABLE TITLE ACTION

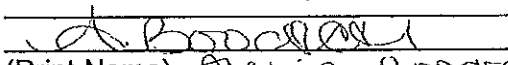
The Rio Pinar Lakes Homeowner's Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants, Conditions and Restrictions recorded at Official Records Book 3252, Page 1856, and its amendments, the First Amendment to Declaration of

Covenants, Conditions and Restrictions recorded at Official Records Book 3359, Page 2496, the Amendment to Declaration of Covenants and Restrictions The Annexation of Rio Pinar Lakes, Unit Two, Phase Two recorded at Official Records Book 3387, Page 1138, and the Amendment to Declaration of Restrictions and Covenants The Annexation of Rio Pinar Lakes, Unit Two, Phase Three recorded at Official Records Book 3454, Page 2578, all of the Public Records of Orange County, Florida (hereinafter collectively the "Declaration"), as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Orange County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

FURTHER AFFIANT SAYETH NAUGHT.


Affiant, Amanda Newland
Amanda H Newland

Sworn and subscribed before me
this 28 day of May, 2011


(Print Name) Alexia Boodram
Notary Public at Large
My Commission Expires: 05-08-15
Commission No.: EE 091136

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

Rio001 MRTA Affidavit



ALEXIA BOODRAM
MY COMMISSION # EE 091136
EXPIRES: May 8, 2015
Bonded Thru Budget Notary Services

DOCUMENT BOOK

FOR

RIO PINAR LAKES, UNIT TWO, PHASE ONE

EXHIBIT 1

STATEMENT OF DISCLOSURE

STATEMENT OF DISCLOSURE

— — — — — FOR

RIO PINAR LAKES, UNIT TWO, PHASE ONE

This booklet contains documents which relate to Rio Pinar Lakes, Unit Two, Phase One. The Statement of Disclosure is prepared in order to inform prospective purchasers that there are several different documents which they should review regarding the attached homes in Rio Pinar Lakes, Unit Two, Phase One. This Statement merely describes in summary form each document in order to aid you in understanding the other documents. This Statement should not be considered a substitute for reading each document carefully. Please obtain legal counsel to explain any documents that you do not feel that you fully understand.

Development Plans

The developer of the subdivision is Vista Estates, Inc. (also referred to in some of the documents as the Declarant). Tompkins-Development Company, which is a division of Centex Homes of Florida, Inc., has purchased lots from Vista Estates, Inc. The "developer" has purchased land in Orange County for the development and construction of an attached home community which is called Rio Pinar Lakes, Unit Two, Phase One. This first phase of the development contains 52 lots. However, the developer may in the future enlarge the development by adding additional units which could eventually consist of approximately 712 lots if such enlargement does occur then those lots could be annexed into the Declaration of Covenants and Restrictions by "developer" recording an amendment in the Public Records of Orange County.

The developer has formed a Florida corporation not for profit which is called the Rio Pinar Lakes Homeowner's Association, Inc., which will own and maintain the common areas and manage the development. The association will be turned over to the unit owners as set forth in the Articles of incorporation of the association. All owners in the subdivision must be members of the association and will automatically become members upon acceptance of a deed to a unit in the subdivision. The Association will have lien rights against all the lots in the development for the assessments which each owner must pay to the association. The assessments are necessary in order for the association to be capable of carrying out the maintenance and ownership duties which are set forth in the attached documents.

Rio Pinar Lakes, Unit Two, Phase One is a subdivision of attached homes which are constructed on land which is owned by the purchaser. Rio Pinar Lakes, Unit Two, Phase One is not a condominium. Each Owner owns his unit and lot in fee simple. Each unit Owner must maintain both the interior and exterior of his unit including roof, exterior walls, utility lines, plumbing and all other parts of the unit. Each owner is responsible for paying his own real property taxes and insuring his Unit and personal possessions. Each Owner must also be responsible for his own electricity, water and sewer bills.

The Rio Pinar Lakes Homeowner's Association, Inc. is the owner of all common properties so there is no recreation lease or land lease back to the Developer.

The following gives a brief summary and explanation of the other documents in this booklet:

Exhibit 2. Declaration of Covenants, Conditions and Restrictions

This is a declaration that has been recorded in the Public Records of Orange County, Florida, and which sets forth the legal descriptions of the subdivision and the common property which is owned by the Association. This document sets forth the property rights and obligations of the owners and the Association. The Declaration gives the Association the responsibility of maintaining the common area and keeping certain grassed areas mowed,- The Association is given the power by this document to assess the Owners of the units in the subdivision in order to pay the expenses of the Association. The Association is also given the powers of enforcement and lien rights to enforce the land use restrictions and secure payment of the assessments. This document also sets forth the powers of the Board of Directors of the Association in regard to the preservation of the harmony of exterior design through an Architectural Control Committee. This document sets forth the duties of the Owners to maintain their own property and gives the procedures which the Owners are to follow before making any changes to the exteriors of the buildings. As a part of this document, land use restrictions are adopted which are intended to preserve the appearance of the development. Insurance on the units is made a requirement by the declaration so that prompt rebuilding could take place in the event of a casualty. Each Owner is required to maintain an insurance policy in an amount not less than the current market value of the unit, and to provide to the other Owners in his building proof of such a policy.

Exhibit 3. Articles of Incorporation for the Rio Pinar Lakes Homeowner's Association, Inc.

This document has been filed with the Secretary of State of the State of Florida in order to incorporate the association as a corporation not for profit. This document sets forth the purposes and powers of the Association. The Articles establishes the voting rights of the Owners of the units and the voting rights of the developer. The names of the initial Board of Directors and Officers are given in this document.

Exhibit 4. By-Laws of the Rio Pinar Lakes Homeowner's Association, Inc.

The By-Laws set out the operation of the Association including notice requirements for meetings, the selection of officers and directors and their duties.

Exhibit 5. Proposed 1982 Budget

The proposed budget is an estimation of the anticipated expenses of operation for the Homeowner's Association. Since Rio Pinar Lakes, Unit Two, Phase One is a new development, the developer does not have any past operational data upon which he could base a budget. Therefore, the expenses set forth on the budget represent an estimation. The Developer cannot guarantee that the monthly assessments will not go up in future years, but the developer does guarantee that for the year 1982, that the amount of the assessment will not be greater than what is set forth in the budget. Estimated property taxes and insurance on the common areas only are listed on the budget. The Owner is reminded that it is his responsibility to carry the costs of taxes and insurance on his own unit.

Exhibits 6S 7. Deed of Common Area to the Association
Form Warranty Deed

This deed indicates that the common properties are deeded to the Homeowner's Association. The form deed is an example of the type of deed which is used to convey the lots to the purchasers.

INDEX OF DOCUMENTS

<u>EXHIBIT NO.</u>	<u>TYPE OF DOC~vMLHI</u>
1	Statement-of Disclosure
2	Declaration of Covenants, Conditions, and Restrictions
3	Articles of Incorporation for. Rio Pinar Lakes Homeowner's Association,. Inc.
4	By-Laws for the Rio Pinar Lakes Homeowner's Association, Inc.
5	Proposed 1982 Budget for the Rio Pinar Lakes Homeowner's Association, Inc.
6	Deed of Common Area to Rio Pinar Lakes Homeowner's Association
7	Form Warranty Deed
8	Document of Receipt and Acknowledgment

EXHIBIT 2

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

3252/1856
Recorded 1/13/82
dated 12/8/81

THIS DECLARATION, made on the date hereinafter set forth by VISTA ESTATES, INC., hereinafter referred to as "Declarant" or "Developer".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of orange, State of Florida, which is more particularly described as:.

Lots 1 through 13, inclusive, and Tract A, all in Rio Pinar Lakes, Unit Two, Phase One, according to the Plat thereof, as. recorded in Plat Book 10 , Pages 130 and 131 , of the Public Records of Orange County, Florida. (These will include Parcels A, B,C, & D for each lot.)

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

ARTICLE I

DEFINITIONS

Section 1. "Association shall mean and refer to Rio Pinar Lakes Home-owner's Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a 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 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Tract A, Rio Pinar Lakes, Unit Two, Phase One, according to Plat thereof, as recorded in Plat Book 10 , at Pages 130 & 131, of the Public Records of Orange County, Florida.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Dwelling" means a one-family dwelling unit attached to other dwelling units within a building.

Section 7. "Group" or "Grouping" means a single building structure containing more than one dwelling unit.

Section 8. "Landscape Easement" shall mean and refer to the shrubbery area planted by the Developer along Curry Ford Road.

Section 9. "Declarant" shall mean and refer to Vista Estates, Inc., 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

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) all provisions of this Declaration, any plat of all or any part or parts of the Properties, and the Articles of Incorporation and By-Laws of the Associations

CORNSTEIN & PETREE. S.

12 S., Lh Court Avenue
Orlando, Florida 32801

(b) rules and regulations adopted by the Association governing use and enjoyment of the Common' Area;

(c) the right of individual owners to Ilrt ties of parking spaces which are located Within the lair hoes of the Lot owned by the individual;

(d) rules and regulations adopted by'the Association regarding the exterior maintenance of the dwelling units and the grounds.

(e) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility that may at some time become part of the Common Property owned by the Association;

(f) the right of the Association to suspend the voting rights and/or the right to use of any recreational facility by an Owner for any period during which any. assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for, any infraction of its published rules and regulations;

(g) the right of the Association to dedicate, sell or transfer all or any part of the Common Open Space to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer signed by two-thirds (2/3) of each class of members has been recorded.

(h) An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit for any reason not caused by or resulting from the willful or negligent act of Developer or any Unit owner (a), including without limitation encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment to the Common Area, to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Permitted Uses. The Common Area, shall be restricted to the following uses:

The Common Area, now and forever,, shall be restricted such that it shall be maintained as open space for the use and benefit of the Owners, including easements and rights-of-way for the construction, operation and maintenance of utility services and drainage facilities, and shall not be used for any commercial or industrial use except as herein described.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two (2) classes of voting membership:

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

Class B. Class "B" member(s) shall be the Developerr as defined in this Declaration, and shall be entitled to three votes for each Lot owned. 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 yeas outstanding in the Class "A" membership equals the total votes outstanding in Class "B" membership; or

A

(b) on January 1, 1990_

ARTICLE IVCOVENANT FOR MAINTENANCE

Section 1. The Association shall at all times maintain the Common Area and the yards inside of an individual's lot/property line as long as said areas are not fenced or walled-in nor improved by the planting of shrubbery or ground cover, (said maintenance of grassed area only includes mowing and edging of lawns, it does not include fertilization or irrigation).

Section 2. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VCOVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within Rio Pinar Lakes, Unit Two, Phase One, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to, covenant and agree to pay to the Association: (1) annual assessments or charges which shall be collected on a monthly basis or other time periods as established by the Board of Directors, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the lot and a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in Rio Pinar Lakes, Unit Two, Phase One, and for the improvement and maintenance of the Common Area, and the yard inside of an individual's property/lot line which is not fenced or walled in nor improved, (with maintenance of grassed areas inside of individual's property/lot line including only mowing and edging of lawns and not including any fertilization or irrigation), and of the dwellings situated upon the properties if such becomes necessary.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$360.00 per year, (\$30.00 per month), per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above five percent (5%) 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 for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvement. In addition to the annual assessments authorized above, the Association, through its Board of Directors, 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, reconstruction, repaving, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, if any, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except that as long as there is Class "B" membership, the Developer or Declarant will have the following option:

(a) The Developer/Declarant may pay the annual assessment at the rate of twenty-five percent (25%) of the rate fixed for Class "A" membership on all unoccupied Lots owned by the Developer/Declarant and in addition, will pay the difference, if any, between the total operating expenses for the maintenance areas and the amount of assessments required to be paid pursuant to this Article; or

(b) The Developer/Declarant may pay the full rate of assessment at which time the obligation to pay the difference between expenses and assessments will cease.

Section 7. Date of Commencement of Annual Assessment. Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The assessments, at the election of the Association, may be collected on a monthly basis. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The Association may delegate to a mortgage company or financial institution responsibility for collection of assessments.

Section 8. Effect of Non-Payment of Assessment. Remedies of the Association. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of **six** percent (6%) per annum. The Association may, at its election, bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. A first Mortgagee, upon request, is entitled to written notification from the Association of any default in the payment of any assessment which is not cured within sixty (60) days.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage securing an indebtedness which is amortized for monthly or quarter-annual payments over a period of not less than ten (10) years and shall be subordinate to any mortgage held or insured by any Institutional Mortgagee regardless of the period of amortization. The sale or transfer of any **h:1** **to the** foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale **OR** transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VISTAGED DEVELOPMENTS AND ANNEXATION

Section 1. Development and Annexation. Additional property which is legally described in Exhibit "A" attached hereto may be annexed by the Developer in whole or in part without the consent of members within eight (8) years of the date of this instrument, provided that the Veterans Administration determines that the annexation is in accordance with the General Plan of Development heretofore approved by the Veterans Administration.

Such annexations, if they are made, will subject the Lots in the annexed property to assessment for their just share of Association expenses and costs, and to these Covenants and Restrictions.

Annexations, if any, shall become effective upon the recording of an amendment to the Declaration encumbering Rio Pinar Lakes, Unit Two, Phase One, in the Public Records of Orange County, Florida.

Should the Developer/Declarant in its sole discretion determine not to annex additional lands as provided, this General Plan of Development shall not bind the Developer/Declarant to make the additions contemplated or to adhere to this plan in the subsequent development of those additional lands.

ARTICLE VIIARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties nor shall any exterior addition or change or alteration therein including a change of the building exterior paint color be made nor shall any improvements be made within the individual's Lot line or property line (the planting of trees, shrubbery or ground cover in said Lot shall not require prior approval) until the plan and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to their harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining proper governmental approvals and permits.

ARTICLE VIIIMAINTENANCE OF EXTERIOR OF OWNER'S PROPERTY

In the event an Owner of any Lot in the properties shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon.

w

The cost of such exterior maintenance shall be assessed against the subject Lot and such assessment shall be a charge on the land and shall be a continuing lien upon the property. Non-payment of such assessment within thirty (30) days from the due date may result in foreclosure of the lien or an action at law against the Owner(s) of the Lot.

ARTICLE IXUTILITY SERVICE

Developer hereby dedicates certain portions of Rio Pin", Unit Two, Phase one, through which easements are hereinafter granted for use by all utilities for the construction and maintenance of their respective facilities servicing the lands described in this Declaration and Developer hereby grants to such utilities, jointly and severally, easements for such purpose.

The location and extent of such easements shall be as shown on any recorded subdivision plat of the properties. Additional easements may be granted by the Association for utility purposes in accordance with the requirements of this Declaration.

ARTICLE XPARTY WALLS

Section 1. Each wall *which* is built as a part of the original construction of the Unit within the Grouping and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. The right of any Owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. In the event of any dispute arising from a party wall or under the provisions of this Article, each party, ~~shall~~ as no arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE XILAND USE RESTRICTIONS

Section 1. Land Use, Architectural Control, Dwelling Size. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain, on any Lot other than for single family occupancy and no portion intended for human occupancy shall exceed Thirty-Five (35) feet *in height.* The minimum floor area requirements for dwelling units shall be nine hundred (900) Square Feet. The minimum requirement for area and width of lots shall be: One Thousand Eight Hundred (1,800) Square Feet of area per Lot when there is on-lot parking and a width of eighteen (18) feet. Each grouping may contain four dwelling units.

Section 2. Basements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown or designated on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements. No obstructions such as gates, fences, etc., which will prevent emergency access shall be erected in any easement strip for fire fighting access purposes.

The Association is hereby granted an easement over each Lot for ingress and egress to any portions of the Lot or the improvements thereon requiring maintenance by the Rio Pinar Lakes Homeowner's Association, Inc.

The Landscape Easement as shown on the recorded Plat shall remain free of all structures (except those originally constructed by the Developer) which are not in conformity with the intended purpose of forming a landscaped barrier. Any change within the Landscape Easement must meet the approval of the Architectural Control Committee.

Section 3. Maintenance of the Dwelling Unit. With the exception of the mowing of the open green areas, each dwelling Owner shall be responsible for interior and exterior maintenance of that Owner's unit. The Architectural Control Committee shall have full authority to regulate the use and appearance ^{att.} of the exterior design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Properties as a residential community.

No Owner shall remove any of the common structural elements or make any additions, alterations, or improvements to the exteriors of the dwelling units

or any part or parts thereof, including without limitation the painting, staining or varnishing of the exteriors of the dwelling units without the prior approval in writing by all of the owners within that grouping (building) and the Architectural Control Committee - which approval may be withheld in the sole and absolute discretion of each of the Owners and the Committee. Any change in paint color of the exterior of a Dwelling unit must have the written approval of all the Owners in that building and the Architectural Control Committee. Notwithstanding the foregoing, if all the Owners in a grouping/building do not approve of the exterior maintenance which has been proposed but approval of Seventy-Five) percent (75%) of such Owners (on the basis of one vote per dwelling unit) is obtained, then the Architectural Control Committee may determine, in its sole discretion, *whether* or not the exterior maintenance should take place. In all cases where painting, staining or *varnishing* of the exterior of the dwelling unitss is to take place, it shall be a requirement that the Architectural Control Committee approve the contractor that is to perform the work.

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, then the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon the said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 4. Wells and Septic Tanks. Except for sprinkler systems,, air conditioning, and swimming pool purposes, no, individual wells will be permitted on any Lot within this subdivision; however, individual septic tanks will be permitted on any Lot within this subdivision. This restriction will be enforceable as long as the water services are in operation and satisfactorily servicing each Lot on which a completed building is located in the subdivision in accordance with the standards as provided for by the Federal Housing Administration and the State Board of Health Regulations.

Section 5. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done' thereon which may be *of* may become an annoyance or nuisance to the neighborhood.

Section 6. Temporary Structures and Use. No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, off ice, storage room, either permanently or temporarily unless approved by the Architectural Control Committee. No canvas, pipe or other type of carport shall be placed between the front Lot line and the front building line on any Lot. Except during the delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential lots. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the homes to be erected in this *subdivision*, no gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the Units built in this subdivision or any ancillary building without the approval of the Architectural Control Committee.

Section 7. Oil and Mining operations. No oil drilling, oil development operations, oil refining, quarrying or minlny n)wiallots ut any kind shall be permitted upon *OR* in any Lot, nor shall oil wells, IaoAa, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section B. Pets. No animals, livestock or poultry of any kind, other than common, traditional house pets (i.e., dogs, cats, fish and caged birds), shall be kept by an Owner or his family members, guests, invitees or lessees, provided, however, that (a) no animals whatsoever may be kept or maintained for commercial purposes; (b) no animals shall be permitted to remain on any portion of the properties which become an unreasonable nuisance or annoyance to other Owners; and (c) any animal kept by an Owner shall be kept subject to any rules and regulations which may be promulgated from time to time by the Board. In no event shall dogs be permitted upon the open areas unless under leash. Any Owner who keeps a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liabilities of any kind orr character whatsoever arising from or growing 'out of the keeping of any such pet.

Section 9. Visibility in Corner Lots. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.

Section 10. Clotheslines. No clotheslines shall be placed and no outdoor drying shall be undertaken or permitted upon the properties; provided, however, that upon written request to the Architectural Control Committee by a majority of the Owners in the Association, the Architectural Control Committee may, upon its sole discretion, permit on a revocable basis the, locating of collapsible, retractable or umbrella type clotheslines or other equipment *in* the "back patio" of the particular Unit whose owner(s) have made such request.

Section 11. Barbeques. Barbeques may be located or permitted upon the back patio of a unit and upon such portions of the open areas *as* are, from time to time, designated by the Association; provided, however, that barbequing shall be subject to such rules and regulations *as* may be promulgated from time to time by the Board.

Section 12. Standing Cycles or Other Items. No bicycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables,, toys or other such items shall be parked or be permitted to stand for any period of time on a roadway or other part of the properties except on the patios of each Unit and except in accordance with the rules and regulations promulgated from time to time by the Board.

t Section 13. Antenna and Aerials. Unless the Architectural Control Committee has given its prior written approval, no antenna or aerial shall be placed upon a Unit or within a Lot. The granting by the Architectural Control Committee of its approval in one instance shall not affect the ability of the Committee to withhold its approval in other instances for any reason whatsoever.

Section 14. Personal Property. No articles of personal property of Owners shall be placed on the Lot or the properties unless such articles are being used by the Owners in accordance with the terms and conditions of this Declaration and any rules and regulations promulgated from time to time by, the Board.

Section 15. Notices. No sign, advertisement, notice, lettering or descriptive design shall be posted, displayed, inscribed or affixed to the exterior of e Unit. Except for "For Sale" or "For Rent" signs, Cno notice~jof any kind shall be displayed or placed upon any part of a Lot or the Common Area by owners,. other than the Developer, without the prior written approval for. same from the Board or the Architectural Control Committee. The **Developer/Declarant shall** be permitted to display appropriate signs without Board or Committee approval.

Any sign approved by the Board or otherwise for display shall be no larger than four (4) square feet, and shall be professionally made. Developer may display any sign which it deems, in its sole discretion, is necessary.

Section 16. Removal of Sod and Shrubbery; Additional Planting. No sod, topsoil, trees or shrubbery shall be removed from the properties by the Owners except for the Developer. No change in the elevation of such areas shall be made and no change in the condition of the soil or the level of the land of such areas shall be made which results in any permanent change *in* the flow and drainage of surface water which the Architectural Control Committee, *in its* sole discretion, considers detrimental; provided, however, that Owners may place additional plants or trees upon their respective Lots if such planting does not result in a change in the flow of surface water drainage. In the event any Owner places additional plants or trees on either the front or back of his Lot, the Associaiton shall no longer be responsible for mowing and maintaining the front or back of such Lot, as the case may be, and such owner shall thereby assume responsibility for maintaining such portion of his Lot.

Section 17. Increases in Insurance Rates. No Owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the properties.

Section 18. Awnings and Shutters. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of a building unless such awnings, canopies or shutters have been approved by the Board or the Architectural Control Committee, which approval shall be based on the aesthetic appearance of the properties.

Section 19. Utility Additions. No additional utility system, including without limitation water, sewage, electrical, air conditioning and heating systems, lines, ducts, conduits, pipes,, wires, or fixtures, shall be added to service any

Unit without the prior written consent thereto by the Board and all. of the Owners within the building in which such unit is located, which consent shall not be unreasonably withheld if such addition complies-with **all** applicable ordinances, requirements and regulations of governmental authorities and such additions cause no damage or impairment or additional costs and the use or aesthetic appearance of any of the properties or any part or parts thereof are not impaired.

Section 20. Additions to Units; Fences. No Unit shall be enlarged by any addition thereto extending over any Unit or extended into the air space above the roof of a Unit or the planes thereof, including garages, porches, Florida rooms, or fences, without the prior written consent thereto from the Board or the Architectural Control Committee. Such additions shall be granted if, in the sole discretion of the Board of Directors or the Architectural Control Committee, the structure does not damage or **Any** way impair the aesthetic appearance of the properties. '

Section 21. Parking of Vehicles. Each Owner has the right to the exclusive use of the parking spaces which are located within that Owner's property lines. Any parking spaces located on Common Areas shall be subject to the rules and regulations of the Board of Directors. Lot Owners are prohibited from making major repairs on vehicles on any Lot or adjacent ~~lot~~ **fx.A** ~~lot~~ **Ni** vehicles may be parked on any grassed area of the Lots or the ~~Curvnd, M pA.~~ **Au** vehicles which extend beyond the length of the Owner's parking spaces may be parked in such spaces. Vehicles shall not block passage on the sidewalks. ~~lper~~ **mission** must be obtained from the Board of Directors for the parking of any oversized commercial or recreational vehicles, trailers, boats, or campers Parking in the streets shall be regulated by the rules of the Association.

Section 22. Garbage and Litter. No Owner shall sweep or throw from his Unit any dirt or other materials, or litter in any way the Properties. No articles shall be hung from the windows or doors of the dwelling Units. No garbage, trash, refuse or rubbish shall be kept. on any part of the Properties except in closed containers in a manner prescribed by the rules and regulations of the Association as promulgated by the Board.

Section 23. Casualties, Reconstruction, and Rebuilding. Each dwelling Unit Owner shall maintain in full force and effect a homeowner's insurance policy including, but not limited to: fire, windstorm, extended coverage, and liability insurance in an Amount not less **than** the current market value, of the Unit. A copy of said policy shall be furnished to the record Owners of the other Units in the building. If a Unit Owner fails to insure his Unit as required herein, the Owners of the other Units of the building may insure it on their behalf, naming the owner of any mortgage as a loss payee to the extent of the interest, and may file a lien for premiums paid.

In the event that **a** Unit or any part thereof is destroyed by casualty or otherwise, the Owner thereof shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions stated below.

Any repair, rebuilding or reconstruction due to casualty or other damage to any Unit shall be substantially in accordance with the plans and specifications for such property as originally constructed **Or** with new plans and specifications approved by the Board of Directors and all the owners of Units in the subject building.

Section 24. Provisions inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted or construed to prevent Developer, its transferees, or its subcontractors, from performing on any part of the Properties owned and controlled by the Developer, or its transferees, whatever functions they may determine to be reasonably necessary or advisable in connection with the completion of the work including without limitation:

- (a) erecting, constructing, and maintaining thereon such structures as may be reasonably necessary for the conducting of the Developer's business of completing the construction and establishing the Properties as a residential community and disposing of the same by sale, lease, or otherwise....
- (b) maintaining structures of a temporary character for use as a construction office or storage or sales office.
- (c) maintaining such signs thereon as may be reasonably necessary for the sale, lease, or other transfer of the Properties, including those relating to properties to be annexed in the future.

As used in this section, the term "its transferees" specifically does not include purchasers of completed residences.

Section 25. Boatinac. For safety purposes, boating in the lake shall be limited to boats with no. more than 7 1/2 horsepower motors.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Restrictions Uniform. These restrictions and covenants are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Subdivider may execute and deliver conveying land in this subdivision whether or not specific mention of the restrictions is made in such deeds or other instruments of conveyance. The owner or occupant of each and every Lot or parcel of land in the subdivision, by acceptance of title thereto or by taking of land in the subdivision, thereby covenants and agrees for himself/herself, their heirs, executors, administrators, successors and assigns, that he/she will comply with and abide by, each of the restrictions contained in this Declaration of Restrictions and that he/she will exert his/her best efforts to keep and maintain the land in this subdivision as an area of high standard.

Section 2. Enforcement. The Association, or any Owner, shall have the, right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of ninety percent (90%) or more of the Lots, and thereafter by an instrument signed by the owners of seventy-five percent (75%) or more of the Lots. Notwithstanding the above, the Developer shall have the right, during the first two (2) years from the date the covenants are recorded, to amend this Declaration to clarify any ambiguities or conflicts, subject, however, to approval by the Veterans Administration. Developer will have the right to amend this Declaration pursuant to Article VI without consent of any Owners and/or Mortgagees.- Any Amendment must be recorded in the public Records of Orange County, Florida.

Section 5. VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Veterans Administration: Annexation of additional properties; mergers and consolidations;; mortgaging of any Common Area; dedication of Common Open Space; amendment of this Declaration and dissolution of the Association.

JwZ~(

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto executed this Declaration this ____ day of _____

Patricia A. Lippert
Witness
Janet E. Lamm
Witness

VISTA ESTATES, INC.

By : _____

W. J. L. Lippert
10/10/00

Witness

By : _____
Secretary

_____-

Witness

(S E A L)

STATE OF FLORIDA)

SS.

COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, the following named persons, to-wits JEROME J. B()RP5i'EIN and DREAMA ROCHE, President and Secretary, respectively, of VISTA'ysrATES, INC., a Florida corporation, duly authorized al behalf of said. corporation, all to me known and well known to me to be the persons of those names described in and who executed the foregoing instrument and they acknowledged before me that they executed the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and expressed, and affixed the true corporate seal thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 22 day of 1-p...0i..., 1 81.

Patricia A. L...
Notary Public, State of Florida at Large
My Commission expires 12-31-81
MY COMMISSION
EXPIRES IN
COUNTY OF ORANGE

Witnesses:

10 G, 121A *Leak*

MORTGAGEE: RYDER REALTY, INC.

By: *W. J. C. C.*Attest: *John J. ...*

ASSISTANT SECRETARY

STATE OF FLORIDA)

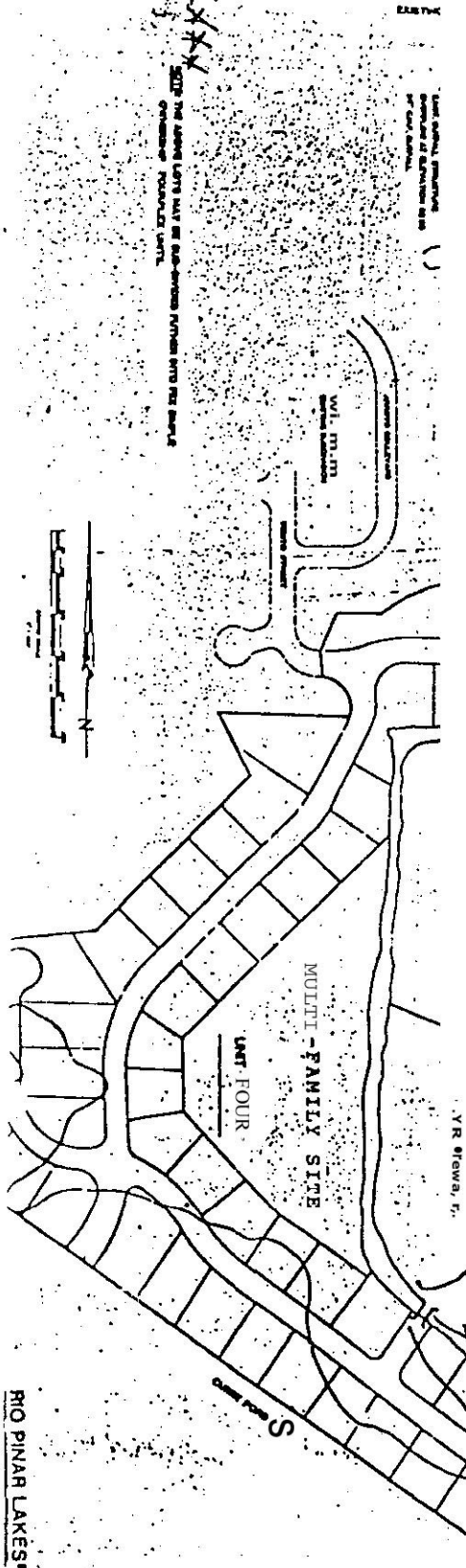
SS.

COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day personally appeared before me, undersigned authority, he following arced persons, to-wit:
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known to me to be th rsons of those names escribed herein and who executed the foregoing instrument and they ac nowledged before me that they executed the said instrument as their free and voluntary act andd deed for . the purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal on this 4/1/82 day of A, 1982.

Susan S. M. ...
Notary Public, State of Florida at Large
My Commission expires 12-31-82
MY COMMISSION
EXPIRES IN
COUNTY OF ORANGE



MO PINAR LAKES

GENERAL PLAN OF DEVELOPMENT
LEGAL DESCRIPTION OF ALL PROPERTIES IN: UNIT TWO, PHASE ONE AND TWO
UNIT FOUR^S
THR
LEGAL DESCRIPTION

he East 1/2 of the SE 1/4 of the NE 1/4 of Section 2, Township 23 South, Range 30 East, Orange County, Florida and that portion of the SE 1/4 of said Section Two lying North of Curry Ford Road less that portion of RIO PINAR LAKES, UNIT ONE, Plat Book 9, Pages 55 and 56 of the Public Records of Orange County, Florida, lying in said SE 1/4. The above parcel of land being more particularly described as follows,:

beginning at the NE corner of the SE 1/4 of said Section 2, thence run S. 00°04'34" W. along the East line of the SE 1/4 of said Section 2 for 2604.42 feet to the North Right-of-Way line of Curry Road said R/W line lying 60 feet North of the centerline); thence N. 89°35'45" W. along said Right-of-Way line for 527.36 feet to the Point of Curvature of a circular curve concave to the Northeast; thence orthwestery along the arc of said curve and said Right-of-Way line having a radius of 1213.24 feet and central angle of 34°01'14" for 720.39 feet to the Point of Tangency; thence N. 55°34'31" W. along said line for 1747.70 feet to the West line of the SE 1/4 of said Section 2; thence N. 00°04'38" E. along said West line for 1433.50 feet to the NW corner of the SE 1/4 of said Section 2; thence S. 01°16'49" E. along the North line of the SE 1/4 of said Section 2 for 439.42 feet to, the Southwesterly corner of Lot 23, Block E, of aforesaid RIO PINAR LAKES UNIT ONE; thence along the boundary of said RIO PINAR LAKES UNIT ONE the following courses and distances S: 42°45'53" E. for 100.58 feet; thence N. 84°21'15" E. for 70.03 feet; thence S. 04°44'17" E. for 140.14 feet; thence S. 20°43'35" E. for 42.98 feet; thence, S. 40°30'32" E. for 128.00 feet; thence S. 89°15'32" E. for 636.70 feet; thence N. 00°00'30" W. for 15.03 feet to the North line of the SE 1/4 of said Section 2; thence departing said boundary of RIO PINAR LAKES UNIT ONE S. 89°16'49" E. along said North line for 662.01 feet to the SW corner of the East 1/2 of the SE 1/4 of the NE 1/4 of said Section 2; thence N. 00°02'57" W. along the West line of the East 1/2 of the SE 1/4 of the NE 1/4 of said Section 2 for 1326.32 feet to the NW corner of the East 1/2 of the SE 1/4 of the NE 1/4 of said Section 2; thence S. 89°33'01" E. "along the North line of the East 1/2 of the SE 1/4 of the NE 1/4 of said Section 2 for 661.03 feet to the NE corner of the East 1/2 of the SE 1/4 of the NE 1/4 of said Section 2; thence S. 00°05'23" E. along the East line of the East 1/2 of the SE 1/4 of the NE 1/4 of said Section 2 for 1329.45 feet to the Point of Beginning.

Containing 148.74 acres more or less.

AJCT TO: A 50 foot drainage easement over the North 50 feet of the NE 1/4 of the SE 1/4 of the NE 1/4 of Section 2, as recorded in Official Records Book 1069, Page 192 of the Public Records of Orange County, Florida.

so

A 0 foot drainage easement lying in the SE 1/4 of said Section 2 as described in official Records Book 3112 of the Public Records of Orange County, Florida.

;

00, foot Florida Power Corporation Easement lying in the SE 1/4 of said Section 2 as described in Book 977, Page 503 of the Public Records of Orange County, Florida.

EXHIBIT 3

ARTICLES OF INCORPORATION

FOR

RIO PINAR LAKES HOMEOWNER'S ASSOCIATION, INC.

5⁰²
adFIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, Declarant is owner of certain property located in the County of Orange, State of Florida, which is more particularly described as:

Lots 1 through 13, inclusive, and Tract A, all in Rio. °
Pinar Lakes, Unit Two, Phase One, deCnlJln4 to the
Plat thereof, as recorded in Plat booA JO, Ysu+s 110
and 131, of the Public Records of Orange **Cowrly**, Florida.
(These will include Parcels A, B, C. and D for each lot)

NOW THEREFORE, Declarant, Centex Moines of Florida, Inc., who owns 90% of the lots at this date, wishes to amend said Declaration of Covenants, Conditions and Restrictions which were recorded January 13, 1982, as Document 1744413 in O.R. 3252, Pages 1856 to 1868, as it relates to Article V Section 6a

Said Amendment to read:

- (a) The Developer/Declarant will pay the difference, if any, between the total operating expense for the maintenance areas at the amount of assessments required to be paid pursuant to this Article; or

IN WITNESS WHEREOF, the undersigned, being the Developer/---' Declarant herein, has hereunto executed this Amendment this 21st'... of March, 1983.

Witness

Witness

CENTEX HOMES OF FLORIDA, INC.

By: Andrew J. Hannigan
Vice President

Attest: Richard Smith
Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, the following named persons, to wit: ANDREW J. HANNIGAN and RICHARD SMITH, Both Vice-Presidents of CENTEX HOMES OF FLORIDA, INC., a Nevada Corporation, duly authorized on behalf of said Corporation, all to me known and well known to me to be the persons of those names described in and who executed the foregoing instrument and they acknowledged before me that they executed the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and. expressed, and affixed the true corporate seal thereto.

IN WITNESS WHEREOF, I have hereunto Set my hand and affixed 'myo... seal on this 21st day of March, 1983.

[Signature]

No ary Public, State of Floiida.'at Large

My Commission Expires:

... h:-0

Prepared by: Kathy Littleton
Centex Homes of Florida, Inc.
601 S. Semoran Blvd.
Orlando; FL. 32807

RECORDED & RECORD VERIFIED

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AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

THE ANNEXATION OF RIO PINAR LAKES, UNIT TWO, PHASE TWO

SUBDIVISION: RIO PINAR LAKES, UNIT TWO, PHASE ONE

COUNTY: ORANGE

STATE: FLORIDA

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Vista Estates, Inc., as developer of *Rio* Pinar Lakes, Unit Two, Phase One and Two, is desirous of placing an amendment on the restrictions and covenants of Rio Pinar Lakes, Unit Two, Phase One as set forth in *O. R.* Book 3252, at Pages 1856-1868 of the Public Records of "Orange County, Florida.

WHEREAS, Vista Estates, Inc., as the developer is granted the power to make such an amendment by Article VI, Section 1. of the Declaration of Restrictions and Covenants of Rio Pinar Lakes, Unit Two, Phase One as recorded in *O. R.* Book 7152, at Pages 1856-1868 of the Public Records of Orange County, Florida.

NOW, THEREFORE, in consideration of the premises, said developer for itself and its successors and assigns does hereby place of record the annexation of Rio Pinar Lakes Unit Two, Phase Two. Hereinafter, 'Rio Pinar Lakes, Unit Two, Phase Two, according the plat thereof, as recorded in Plat Book 22 at Pages 12 & 13 of the Public Records of Orange County, and all lots and properties therein shall be held, sold, and conveyed subject to the restrictions, covenants, and conditions of record for Rio Pinar Lakes, Unit Two, Phase One, as recorded in *O. R.* Book 3252, at Pages 1856-1868, of the. Public Records of Orange County, Florida. Such restrictions shall run with the real property and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns. By this amendment, all owners of properties in Rio Pinar Lakes, Unit Two, Phase Two shall join with the property owners of Rio Pinar Lakes, - Unit Two, Phase One in becoming members of the Rio Pinar Lakes Homeowner's Association, Inc. and shall have, all rights and duties thereunder as set forth in the Declaration of Restrictions and Covenants and the Articles of Incorporation.

Margie

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Janet E. Lamm
Witness
Patricia A. Supper
Witness
Janet E. Lamm
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VISTA ESTATES, INC.

Jerome J. Borusteni, Pres
President
Attest:
Dreama Porter
Secretary (Seal)

AS TO DEVELOPER:
STATE OF FLORIDA)
COUNTY OF ORANGE)

O.R. 3387 Pc1139

SS,

I HEREBY CERTIFY that on this day personally appeared before me the undersigned authority, the following named persons, to-wit:

JEROME J. BORNSTEIN and DREA14A ROCHE, President and Secretary, respectfully, of VISTA ESTATES, INC., a Florida corporation, all to me known and well known to me to be the persons of those names described in and who executed Itis 1+len,,nIrg Instrument and they acknowledged before me that they executed the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand an4~,affixed my official seal on this 4 day of 7-31-VG

RECORDED & RECORD VERIFIED

Thomas H. Loken

County Comptroller, Cringe Co., \$

Patricia A. Linder

Notary Public, Stat Florida-at Large

My Commission expires 1-1-11 IT t"GE

2051985 ORANGE CO., FL
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O.R. 3454 PG 2578

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AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS

THE ANNEXATION OF RIO PINAR LAKES, UNIT TWO, PHASE THREE

SUBDIVISION: RIO PINAR LAKES, UNIT TWO, PHASE ONE

COUNTY: Orange

STATE: Florida

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Vista Estates, Inc., as developer of Rio Pinar Lakes, Unit Two, Phase One, Two and Three, is desirous of placing an Amendment on the Restrictions and Covenants of Rio Pinar Lakes, Unit Two, Phase One as set forth in O.R. Book 3252, at Pages 1856-1868 of the Public Records of Orange County, Florida.

WHEREAS, Vista Estates, Inc., as the developer is granted the power to make such an Amendment by Article VI, Section 1, of the Declaration of Restrictions and Covenants of Rio Pinar Lakes, Unit Two, Phase One, as recorded in O.R. Book 3252, at Pages 1856-1868 of the Public Records of Orange County, Florida.

NOW, THEREFORE, in consideration of the premises, said developer for itself and its successors and assigns does hereby place of record the Annexation of Rio Pinar Lakes, Unit Two, Phase Three. Hereinafter, Rio Pinar Lakes, Unit Two, Phase Three, according to the plat thereof, as recorded in Plat Book 12, at Page(s) 77, of the Public Records of Orange County, and all lots and properties therein shall be held, sold, and conveyed subject to the restrictions, covenants, and conditions of record for Rio Pinar Lakes, Unit Two, Phase One, as recorded in O.R. Book 3252, at Pages 1856-1868, of the Public Records of Orange County, Florida. Such restrictions shall run with the real property and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns. By this Amendment, all owners of properties in Rio Pinar Lakes, Unit Two, Phase Three, shall join with the property owners of Rio Pinar Lakes, Unit Two, Phase One and Two, in becoming members of the Rio Pinar Lakes Homeowner's Association, Inc., and shall have all rights and duties thereunder as set forth in the Declaration of Restrictions and Covenants and the Articles of Incorporation.

Vista Estates, Inc.

Dorothy Carson
Witness

VISTA ESTATES, INC.
J. Persner, Pres.
President

Eric S. Persner
Witness

Attest: _____
Secretary (Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, the following named persons, to-wit:
J. Persner, Pres.
respectfully of VISTA ESTATES, INC., a Florida Corporation, all to me known and well known to me as the persons of those names described in and who executed the foregoing instrument and they acknowledged before me that they executed the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 16 day of Nov, 1983.

Dorothy Stone
Notary Public, Notary Seal of Office at Large
My Commission Expires Oct. 26, 1984

CJ. 3454 2579

Centex Homes of Florida, Inc., a Nevada corporation, duly authorized to do business in the State of Florida, being the FEE SIMPLE owner of several of the lots referenced herein, do join in, ratify and confirm this Amendment to Declaration of Restrictions and Covenants, this the 21st day of December, 1983.

Corp. Seal

CENTEX HOMES OF FLORIDA, INC.

BY: Andrew J. Hannigan
ANDREW J. HANNIGAN, President

State of Florida)
County of Orange)

I HEREBY CERTIFY that on this day, before me, an officer duly qualified in the County and State last aforesaid, to take acknowledgments, personally appeared

ANDREW J. HANNIGAN,

known to me to be the President of CENTEX HOMES OF FLORIDA, INC., and he acknowledged before me that he executed the same, as such President of CENTEX HOMES OF FLORIDA, INC.

IN WITNESS WHEREOF I have hereunto set my hand and official seal in the County and State last aforesaid this 21st day of December, 1983.

Notary Public

Commission expires: 5/14/85

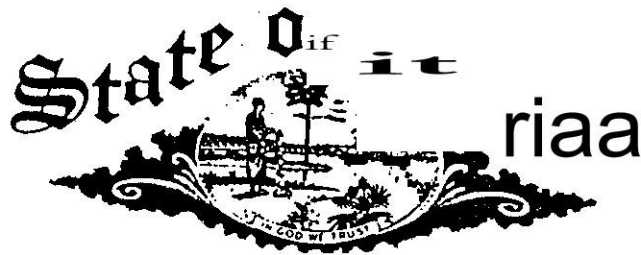
(Notary Seal)

RECORDED & RECORD VERIFIED

Thomas R. Loken
County Comptroller, Orange Co., Fla.

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I certify that the attached is a true and correct copy of the Articles of Incorporation of RIO PINAR LAKES HOMEOWNER'S ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on December 16, 1981, as shown by the records of this office.

The charter number for this corporation is 761153.



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ARTICLES OF INCORPORATION

OF

RIO PINAR LAKES HOMEOWNER'S ASSOCIATION, INC.

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In compliance with the requirements of Florida Statute 611, undersigned, all of whom are residents of the State of Florida and 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

The name of the Corporation is RIO PINAR LAKES HOMEOWNER'S ASSOCIATION, INC., hereafter called the "ASSOCIATION".

ARTICLE II

The principal place of **business** of this corporation shall be located at 601 South Semoran Boulevard, Orlando, Florida, or at such other place or places as may be designated from time to time by the Board of Directors.

ARTICLE III

Thomas N. Tomvkins, 601 South Semoran Boulevard, Orlando, Florida, is appointed resident agent for service of process of this corporation, subject to the right of this corporation to change the name in the manner provided by the laws of the State of Florida.

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 and preservation of the Common Area within that certain tract of property described as:

Tract A, Rio Pinar Lakes, Unit Two, Phase One, as recorded in Plat Book 10, Pages 130 and 131 of the Public Records of Orange County, Florida.

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 in the Office of Public Records of Orange County, Florida and as the same may be amended from time to time as **therein** provided, said

forth at length

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms' of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate, for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area 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 has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner, ,i 4 for undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers; shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting memberships

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot

owned. 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 January 1, 1990.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws 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:

NAME	ADDRESS
<u>Thomas N. Tompkins</u>	<u>601 S. Semoran Blvd., Orlando, FL 32807</u>
<u>Sandra P. Lucas</u>	<u>601 S. Semoran Blvd., Orlando, FL 32807</u>
<u>Virginia A. Gardner</u>	<u>601 S. Semoran Blvd., Orlando, FL 32807</u>
<u>James M. Cowart</u>	<u>601 S. Semoran Blvd., Orlando, FL 32807</u>
<u>David A. Furlow</u>	<u>601 S. Semoran Blvd., Orlando, FL 32807</u>

At the first annual meeting the members shall elect two (2) directors for a term of one (1) year; two (2) directors for a term of two (2) years; and a fifth (5th) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect the appropriate number of directors for a term of three (3) years.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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. The election of officers shall take place at the first meeting of the members. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. The following named persons shall serve as officers until the first election

of officers is conducted by the Board of Directors:

President: James M. Cowart
601 S. Semoran Blvd.
Orlando, FL 32807

Vice-president: David Furlow
601 S. Semoran Blvd.
Orlando, FL 32807

Secretary: Sandra P. Lucas
601 S. Semoran Blvd.
Orlando, FL 32807

Treasurer: Virginia A. Gardner
601 S. Semoran Blvd.
Orlando, FL 32807

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency, to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or organization to be devoted to such similar purposes.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendment of these articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XII

BY-LAWS

The By-laws shall be adopted by the Directors at their first meeting. The By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the-Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is

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

ARTICLE XIII

FHA/VA APPROVAL

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; mergers and consolidations;-mortgaging of Common Area; dedication of Common Area; dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 1st day of December 19U.

S
Thomas N. Tompkin
1731 Boggy Creek Road
Kissimmee, Florida 32741

San a P. Lucas
5689 Altec Court
Orlando, Florida 32808


James M. Cowart
1850 Shadow Oaks Road
Kissimmee, Florida 32741

STATE OF FLORIDA

COUNTY-OF ORANGE

Before me, a Notary Public, personally appeared Thomas N. Tompkins, Sandra P. Lucas and James M. Cowart, to me known to be persons described as Incorporators and who executed the foregoing Articles of Incorporation, and acknowledged before me that they subscribed to these Articles of Incorporation on December 1981.

Notary.Sublic, State of Florida at Large

My commission expires; /i/"1,3

Acceptance of designation as registered agent: Thomas N. Tompkins does hereby accept the foregoing designation as registered agent for the corporation, for service of process as to the above corporation.

Thomas N. Tompkins
601 South Samoran Boulevard
Orlando, Florida 32807

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EXHIBIT 4

BY-LAWS

FOR

RIO PINAR LAKES HOMEOWNER'S ASSOCIATION, INC.

RIO PINAR LAKES HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is RIO PINAR LAKES HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 601 S. S'emoran Blvd., Orlando, FL 32807, 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 Rio Pincer Lakee Homeowner's Association, Inc. ^M, 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 41,1 4.1"i t i 1,n4 shown upon any recorded subdivision map of the Properties with the exception **of the** Common Area.

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 Vista Estates, Inc. its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Public Records in Orange County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and, each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of **all** the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these by-Laws. *If, however, such quorum shall not be present or represented at any meeting, the members 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 present or be represented.

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

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Five (5) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect two directors for a term of one year; two di., t,i, a h+, a term of two years; and one director for a term of three years; and at each annual meeting thereafter the members shall elect the directors for a term of three years,. thus electing the number required in order to have five directors.

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

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

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, 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. 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.

ARTICLE VI

MEETINGS OF DIRECTORS

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

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common 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;

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

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

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

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

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

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to,

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

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

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

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

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

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

(g) cause the Common Area to be maintained;

(h) accept such other functions or duties with respect to the Properties, including architectural control, in addition to maintenance responsibilities, as are determined by the majority of the Board of Directors to be proper;

(i) delegate to, and contract with, a mortgage company or financial institution, responsibility for collection of the assessments of the Association.

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 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 time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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

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

President

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

Vice-President

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

Secretary

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

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 warrants 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.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate to carry 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 By-Laws 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 assessments which are secured by a continuing lien upon the property, against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date,, the assessment shall bear interest from the date of delinquency at the rate of **six** percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of, his Lot.

ARTICLE XII,

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words, RIO PINAR LAKES HOMEOWNER'S ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the U, .141a'4.'. *1,411 control.

ARTICLE XIV

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of the Rio Pinar Lakes Homeowner's Association, have hereunto set our hands this 17th day of February 19 81 .

David A. Furlow

Sandra P. Lucas
Virginia A. Gardner
James M. Cowart

STATE OF FLORIDA)
COUNTY OF ORANGE) SS.

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, the following named persons, to-wit:

THOMAS N. TOMPKINS, SANDRA P. LUCAS, VIRGINIA A. GARDNER, JAMES M. COWART AND DAVID A. FURLOW all to me known and well known to me to be the persons of those names described in and who executed the foregoing instrument and they acknowledged before me that they executed the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and. affixed my official seal on this 17th day of February , 19 81 .

Notar Public, State of Florida at Large
My Commission Expires:

CERTIFICATION mytanrshsbeEglns 441983

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Rio Pinar Lakes Homeowner's Association, a Florida Corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 17th day of February , 1981 IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the

seal of said Association this 17th day of February , 19 81 .

Sandra P. Lucas
Secretary

EXHIBIT 5

PROPOSED 1982 BUDGET

FOR

RIO PINAR LAKES HOMEOWNER'S ASSOCIATION, INC.

ESTIMATED OPERATING BUDGET
FOR THE YEAR ENDING DECEMBER 31, 1982
(Based on 52 Units).

	Monthly Cost Per Unit	Monthly Cost 52 Units	Yearly Cost 52 Units
<u>Association Expenses:</u>			
Accounting Services and Office Supplies	\$.75	\$ 39.00	\$ 468.00
Yard Care of Residential Lots (Based on 39 mowings yearly)	24.40	1,268.80	15,225.60
Yard Care for Common Area and Entrance Way	2.56	133.12	1,597.44
Insurance	.64	33.28	399.36
Taxes (Real Property)	1.40	72.80	873.60
Reserve Account for Replacement of Common Amenities	.25	13.00	156.00
Total Costs	\$30.00	\$1,560.00	\$ 18,720.00
Total Association Income	\$30.00	\$1,560.00	\$ 18,720.00

Notes:

1. Each dwelling owner shall pay an annual assessment of \$360.00 which shall be paid in monthly installments of \$30.00 per month.
2. This assessment is necessary because the Homeowner's Association is the entity that is responsible for performing certain maintenance functions on common areas and the yards of the dwellings. this budget represents an estimation of costs of fulfilling the association's duties.
3. Insurance: The reference in the budget to insurance refers to insurance which the Association must obtain for public liability and property insurance for the common area.. Each Owner must purchase insurance for his own Unit and personal property as set forth in the Declaration of Restrictions. Each dwelling unit owner should consult professionals to advise him of his responsibilities and insurance needs.
4. Taxes: The reference to **taxes** in the above budget applies to the Real Property Taxes which the Association will be assessed on the common areas only. Each dwelling unit will be responsible for Real Property **Taxes** on his Unit - the Association will only **be** paying for the taxes **on** the common areas.

EXHIBIT 6

DEED OF COMMON AREA

TO

RIO PINAR LAKES HOMEOWNER'S ASSOCIATION, INC.

This Warranty Deed AL.de ...d Tad the &r d,,, of ci +a~ A. D. vdx by
Vista Estates, Inc.

n corporation existing under the Incas of Florida and having its principal place of
business 125 South Court Avenue, Orlando, FL 32801
I, eremnfier called the grmdor, 1.

RIO PINAR LAKES HOMEOWNER'S ASSOCIATION, INC.

u.l.we posmffire address is 601 South Semoran Boulevard, Orlando, FL 32807

hereinnfler rolled tl. t grantee:

nvh, gr urd M., ha (n ee, and ~...e, .I indleidu.h*...4 he .arates and .aisa .I e.rpa,i.ae)

Witnesseth: That 11.0 grantor, for and in consideration of the sum of \$ 1b. 00 and other
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,
alien, remise, release, convey and co,affirm, unto the grange, all that certain land situate in
County, Florida, 'is:

Tract A, RIO PINAR LAKES, UNIT TWO, PHASE ONE,
as recorded in Plat Book ¹⁰ at Page ¹³⁰ 6 131, 'r
the Public Records of Orange County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any
wise appertaining.

To Have and to hold, the some in fee simple forever.

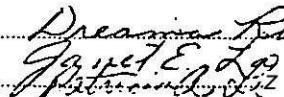
Bud the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee
simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully war-
rants the title to said land and will defend the same against the lawful claims of all persons whomsoever;
and that said land is free of all encumbrance, except taxes accruing subsequent, to
December 31, 1981, easements, restrictions, limitations and conditions of
record.

In Witness Whereof the grantor has coined these presents to
be executed in its name, and its corporate seal to be hereunto affixed, by its
proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

V/5d h'....~.....~'....ES.._Lt&.c

Signed, sealed and delivered in the presence of:



By " ! yss t -rY P,aideu

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I HEREBY CERTIFY that no b, da, binn me, nlr.r duly au.hnrreed it n o Sun tad Cemar araruid a lde ahnn.kdtm.m,
p m-d Jerome J. Bornstein

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WITNESS my ha" ad dr..l ..a i, n n ..n_u ad state hat .raenid a., 28th an, d January. A. D. 1, 8 2

/7w Innunananprnrcd by: Marcia K. Tompkins
AAfn, u Attorney at Law
1609 E. Vine St.
Kissimmee, FL 32741


Notary Public-State of Florida
My' commission expires: ..il t, ..Lee