

B Y L A W S  
OF

THE PINES OF MONTVERDE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the corporation is THE PINES OF MONTVERDE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not-For-Profit, hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 300 Division Street, Clermont, FL 34711, but meetings of members and directors may be held at such place within the State of Florida, County of Lake, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

Section 1. "ASSOCIATION" shall mean and refer to THE PINES OF MONTVERDE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not-For-Profit, its successors and assigns.

Section 2. "PROPERTY" shall mean the real property described on Exhibit "A" attached hereto which shall be subdivided into lots and to known as ~~THE PINES OF MONTVERDE SUBDIVISION~~ and any contiguous property owned by Developer and later added thereto by reference thereto in a recordable instrument.

Section 3. "LOT" shall mean and refer to a subdivided portion of the Property shown as a lot on any plat of the property as filed in the Public Records of Lake County, Florida, and as submitted to this Declaration, either as described on Exhibit "A" or by Supplemental Declaration, which is subject to private fee simple ownership.

Section 4. "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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "DEVELOPER" shall mean and refer to the fee simple owner of the property, JERRY KOCIELKO AND HERB SMITH, as Trustees of the Montverde Land Trust, dated August 10, 1998, their successors and assigns.

Section 6. "DECLARATION" shall mean and refer to the Declaration of Covenants for THE PINES OF MONTVERDE.

Section 7. "MEMBER" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III MEMBERS' MEETINGS

Section 1. The annual members' meeting shall be held at such location in Lake County, Florida, as shall be designated in the Notice of Meeting on the last Wednesday of April of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next date that is not a legal holiday.

Section 2. Special members' meeting shall be held at such location in Lake County, Florida, as shall be designated in the Notice of Meeting whenever called by the President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast ten per cent (10%) of the votes of the Class A members.

Section 3. A written notice of all members' meetings (annual or special) shall be mailed to all lot owners at least 30 days prior to a meeting and shall be given by the President or Vice President or Secretary unless waived in writing. In respect to a special meeting, the purposes for the meeting will be designated in the Notice of the meeting and no other business shall be conducted.

Section 4. A quorum of the members shall consist of those parties entitled to cast at least 30% of the votes for the entire membership which includes Class A and Class B members.

The acts approved by a majority of the votes present at a meeting at which a quorum is present, shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation and these Bylaws.

Section 5. Minutes of all meetings of the members shall be kept in a business-like manner, and shall be available, upon reasonable notice and at reasonable times, for inspection by the members and directors at the office of the Association.

#### Section 6. Voting.

(a) In any meeting of members, the voting shall be in accordance with the voting rights of Membership as specified in the Articles of Incorporation of THE PINES OF MONTVERDE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit.

(b) If a Lot is owned by one person, his right to vote shall be established by the record title to his Lot. If a Lot is owned by more

than one person, or is under lease, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by the President or Vice President and attested to by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote of a Lot may be revoked by any Owner of a Lot. If such certificate is not on file, the vote of such Owner shall not be considered in determining the requirements for a quorum nor for any other purpose.

(c) Votes may be cast in person or by proxy. A proxy must be designated in writing by any person entitled to vote, and shall be valid only for the particular meeting designated in the proxy. It must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

(d) No member shall be allowed to exercise his vote or serve as a director unless he is current on all assessments.

#### ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. The affairs of this Association shall be managed by a Board of not less than two (2) nor more than five (5) directors. All Directors must be members of the Association, however, Declarant's employees may serve as Directors until the Class B membership of the Association ceases. The Developer shall be entitled to elect at least one member of the Board of Directors as long as the Developer still holds for sale at least five (5%) of the Lots.

Section 2. At the first annual meeting, the members shall elect two (2) directors for a term of one (1) year, and at each annual meeting thereafter, the member shall elect two (2) directors for a term of one year.

Section 3. Any director, after the turnover as provided for in the Declaration, 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. 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. 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 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 elections 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.

Section 2. Election to the Board of Directors shall be made 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 of the Board of Directors shall be held 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 of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each Director.

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

Section 4. Notices of all Board meetings shall be mailed to all directors at least 48 hours in advance of a meeting.

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, The Article of Incorporation, or the Declaration;

(b) 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

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

Section 2. 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-third (1/3) of the Class A members who are entitled to vote after the turnover;

(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 fifteen (15) days in advance of each annual assessment period; and

3. File a claim lien against any property for which assessments are not paid within thirty (30) days after the due date and thereafter to bring an action at law against the Owner obligated to pay the same.

(d) Issue, or 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) If deemed necessary, procure and maintain adequate officer's and director's liability insurance;

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

## ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. 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, Assistant Secretary, a Treasurer and Assistant Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. 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. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless one sooner resigns or is removed, or is otherwise disqualified to serve.

Section 4. 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. Any officer may be removed from office with or without cause by a vote of a majority of 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 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. A vacancy in any office may be filled by appointment by a majority of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. The offices of Secretary and Treasurer may be held by the same person, however no other offices shall be simultaneously held by the same person.

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

(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.

(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.

(c) The Secretary, or the Assistant Secretary in the absence of the Secretary, shall record the votes and keep the minutes of 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.

(d) The Treasurer, or the Assistant Treasurer in the absence of the Treasurer, or such person as the Board of Directors designates, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the members.

#### ARTICLE IX COMMITTEES

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

#### ARTICLE X BOOKS AND RECORDS

The official records of the Association shall be subject to inspection and photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules governing the frequency, time, location, notice and manner of inspection and may impose fees to cover the costs of providing copies of the official records.

#### 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.

## ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:

THE PINES OF MONTVERDE HOMEOWNERS ASSOCIATION, INC.

## ARTICLE XIII AMENDMENTS

These Bylaws may be amended in the following manners:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by at least 30% of the Class A members. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than a two-thirds (2/3) vote of the entire membership.

(c) A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be executed by the officers of the Association with the formality of the execution of a deed.

(d) These Bylaws shall not be amended in any manner which shall amend, abridge, modify, or conflict with the provisions of any institutional mortgage, constituting a first mortgage on a Lot, without the prior written consent of the institutional mortgagee affected.

(e) In the case of any conflict between the Article of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## ARTICLE XIV

### MISCELLANEOUS

The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of

every year, except that the first fiscal year shall begin on the date of incorporation.

## ARTICLE XV

### FISCAL MANAGEMENT

The provision for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

(a) The Board of Directors shall prepare an annual budget for adoption by the Board of Directors that shall include the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year.

(b) Copies of the budget and proposed assessments shall be available for inspection by the members of the Association before the end of the calendar year, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be available for inspection by the members and the Association shall notify members when a copy of the foregoing is available. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessment.

(c) Assessments against the Lot Owners for their shares of the budget shall be made for the year annually in advance before the end of the calendar year preceding the year for which the assessments are made in the manner set forth in the Declaration. Special assessments, as well as the method of payment and enforcement of annual and special assessments, shall be in the manner as set forth in the Declaration.

(d) The depository of the Association shall be such bank or banks and/or savings and loan associations as shall be designated from time to time by the directors. Withdrawals of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

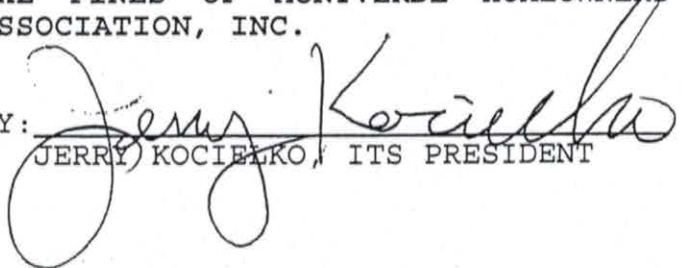
(e) Fidelity Bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be set by the Board of Directors. The premium for such bonds shall be paid by the Association.

(f) The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year and notify the members the same is available of inspection.

The foregoing document was adopted as the Bylaws of THE PINES OF MONTVERDE HOMEOWNERS ASSOCIATION INC., a Florida Corporation Not For Profit, under the laws of the State of Florida, at the first meeting of the Board of Directors on the 5th day of June, 1990

THE PINES OF MONTVERDE HOMEOWNERS  
ASSOCIATION, INC.

BY:

  
JERRY KOCIELKO, ITS PRESIDENT

R. Cummins

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

Book 1835 Page 2450

WHEREAS, JERRY KOCIELKO and HERB SMITH as Trustees of the Montverde Land Trust, dated August 10, 1998, and individually, hereinafter referred to as Declarant, own the real property described on the attached Exhibit A, which said real property has been developed into a subdivision known as THE PINES OF MONTVERDE, as recorded in Plat Book 43, Page 25, Public Records of Lake County, Florida; the said real property hereinafter referred to as the Property; and

WHEREAS, the Declarant desires the Property to be subject to covenants, conditions and restrictions for the mutual benefit and protection of all parties, both natural and corporate, who may hereafter purchase or acquire any interest in the said Property and to form a Homeowners Association to administer the Restrictions and to make assessment to maintain a landscape median, entry way and any other amenity the Association approves.

NOW THEREFORE, in consideration of these premises, the Declarant hereby declares the aforescribed Property to be subject to the following Covenants, Conditions and Restrictions, hereafter referred to as Restrictions, and the same shall be binding upon themselves and upon each and every person, both natural and corporate, who or which shall hereafter acquire any interest in the Property, and their heirs, successors and assigns:

ARTICLE I  
DEFINITIONS

When used in this Declaration, the following words and terms shall have the meanings indicated opposite each word or term:

1.1 "Article of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as they may be amended from time to time.

1.2 "Assessments" shall collectively mean and refer to those charges levied by the Association against the Lots for the payment of the Expenses further described in Article II herein.

1.3 "Association" shall mean and refer to The Pines of Montverde Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns, the entity which shall be responsible for the maintenance as hereinafter provided.

1.4 "Board" or "Board of Directors" shall mean and refer to the Board of Directors for the Association.

1.5 "Bylaws" shall mean and refer to the Bylaws of the Association, as they may be amended from time to time.

1.6 "Lot" shall mean and refer to a subdivided portion of the Property shown as a lot on any plat of the Property as filed in the Public Records of Lake County, Florida and as submitted to this Declaration, either as described on Exhibit "A" or by Supplemental Declaration, which is subject to private fee simple ownership.

1.7 "Lot Owner" shall mean and refer to the record owner of an interest in one or more Lots, but excluding parties having an interest merely as security for the performance of an obligation.

1.8 "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration and the Articles and Bylaws of the Association. Where there are multiple Owners of any one Lot, each of such Owners shall be a Member of the Association.

1.9 "Owner" shall refer to the record title holder of any Lot within the Property.

1.10 "Rules and Regulations" shall mean and refer to the rules and regulations promulgated by the Board of Directors of the Association, as they may be amended from time to time.

1.11 "Turnover" shall mean and refer to the time when control of the Association is transferred from Declarant to the Owners, as provided in Article III herein.

1.12 "Declarant" shall mean and refer to JERRY KOCIELKO and HERB SMITH as Trustees of the Montverde Land Trust, dated August 10, 1998, and their successors and assigns. Declarant shall have the right to assign its rights reserved and granted herein, in whole or in part, and for limited or unlimited periods of time, to any person or entity.

1.13 "Institutional Mortgagee" shall mean and refer to any holder of a bona fide first mortgage encumbering a Lot or Parcel as security for the performance of an obligation, such as a bank, savings and loan association, insurance company, or any other lender generally recognized as an institutions type lender, or Declarant or any Lender specifically approved by the Association, whether an institution or individual.

1.14 "Surface Water Management System" means a system which is designed and constructed or implements to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity

and quality of discharges from the system, as permitted pursuant to Chapters 40-C-4, 40C-40, or 40C-42, F.A.C.

1.15 Declarant has the right to include additional property under these Declarations and make such additional property subject to these Declarations by filing an amendment to these Declarations describing the additional property.

## ARTICLE II RESTRICTIONS

2.1 Residential Use: No lot shall be used except for single family residential purposes, however, while Declarant still owns lots, the Declarant may use a lot as a sales and/or business office. No improvement shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling which shall not exceed two stories in height and shall have an enclosed living area of at least 1600 square feet, excluding porches, screened rooms and garages. A garage for not less than two (2) cars must be erected which may be attached or detached from the main residence.

2.2 Design of Residence: The primary residence shall be of a design that would be considered a standard style in Florida and not radical in nature. No mobile homes, doublewides, modular units, or any other type of prefabricated packaged homes shall be allowed. No earth home as it is commonly known shall be erected on any lot. The outside finish of the primary residence shall be wood, brick, stone, stucco or any other material normally used in the construction of homes in Florida, except no struck block is allowed. All outbuildings shall be of the same construction and color as the primary residence. All outside water tanks and water softeners shall be covered by a structure constructed of materials and design similar to the primary residence. Roof overhangs must be at least 16 inches unless otherwise approved by the ARC. Roofing must be architectural grade shingles. All driveways and sidewalks shall be concrete and the driveway will be at least the same width as the garage. All outside colors will be earth tones, and approved by the ARC.

2.3 Architectural Review Committee: No improvements may be erected upon a lot without the approval of the plans thereof by the Architectural Review Committee (ARC) which shall consist of two (2) members, which shall initially be Jerry Kocielko and Herb Smith. Declaration shall appoint the members to such committee until turnover of the Association to the members as provided for herein. At least thirty (30) days prior to beginning the construction of an improvement, the lot owner shall submit his plans and specifications for such improvements to the ARC for approval. ARC shall review the plans and approve the same or require modifications thereto within fifteen (15) days after submission of

such plans and specifications. If modifications are required the lot owner must submit such modifications to the ARC for approval before commencing construction.

2.4 Recreational Vehicle and Boat: One (1) recreation vehicle or travel trailer shall be permitted on a lot and one (1) boat and trailer therefor shall be permitted on a lot but such vehicle or boat shall be garaged or situated in the rear of a lot and hidden from view. No such vehicle or boat shall be used as a permanent or temporary living unit. No vehicle or boat will be allowed to park on a street except for temporary loading and unloading.

2.5 Parking of Vehicles and Repairs thereof: No more than three (3) motor vehicles, two (2) all terrain or motorcycles and one (1) golf cart may be parked on a lot. No motor vehicle shall be parked in the street except for temporary loading and unloading and except for guests, however, such guests may not park overnight in the street. Repairs or maintenance of motor vehicles or repairs must be made inside the garage. No all terrain vehicle shall be operated within the subdivision except for purposes of ingress and egress to properties located outside the subdivision. No machinery, commercial trailer, semi-trailer, or tractor-trailer, or any truck having a load rating in excess of 3/4 ton shall be parked on any lot or street in the subdivision except for service vehicles on a temporary basis while providing services for the lot owner.

2.6 Walls and Fences: Any proposed fence or wall must be approved by ARC and may only be constructed from the rear of the house to the rear of the lot. Walls and fences shall not exceed six (6) feet in height and no barb wire, chainlink, hog wire or other unsightly wall or fencing shall be permitted. However, as to Lots 16, 22, 36, 37, 38, 39 and 40, a three (3) board fence may be permitted thereon provided the ARC approves. Any wall, fence or screening required for a swimming pool may be allowed provided approval by ARC.

2.7 Offensive Activities: No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done on a lot that is an annoyance or nuisance to the subdivision.

2.8 Maintenance of Lot: All improvements, fences, and lawn shall be maintained in a neat and orderly manner. Refuse piles, trash, scrap metal, non-operative motor vehicles, old household appliances and equipment, etc., shall not be placed or maintained on any lot.

2.9 Towers: No tower, transmitting or receiving antenna or aerial, or any aerials or antennas whatsoever, shall be placed or maintained upon any lot or any improvement or structure thereon. The installation of a television satellite receiving dish not in excess of thirty-nine (39) inches in diameter is permitted,



however, such dish must be shielded from public view by landscaping.

2.10 Air Conditioners and Clothes Lines: No window or wall mounted air conditioner units shall be permitted on any dwelling or structures. No clothes lines or drying of clothes outside shall be permitted.

2.11 Sodding: The yard of a lot after construction of a residence shall be sodded with St. Augustine, Bahia or comparable grass extending from the front property line the width of the residence to the front of the residence and sodded at least 10 feet in width on both sides of the residence and the length of the residence must be sodded from the rear of the residence the width of the residence to a depth of 25 feet, unless the ARC approves the rear yard to be rows of trees. An owner may have an island of trees in the front yard which would be exempted from sodding.

2.12 Utility Easements: Perpetual, nonexclusive easements as may be required over, upon and under areas designated on the plat of the subdivision by Developer for the installation, maintenance, repair, and providing of utility services, equipment and fixtures in order to adequately serve the Property or any Lot, including, but not limited to, electricity, telephone, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security are hereby created, and shall run with the land, and notwithstanding any other provision of the Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this Declaration.

2.13 Service Easements: Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time within the Property, and over, under, on and across the Common Areas, as may be reasonably required to permit the foregoing, and their agents and employees to provide their respective authorized services to and for the Property and the Owners are hereby created, and shall run with the land, and notwithstanding any other provision of the Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this Declaration.

#### 2.14 Sidewalks:

1. The East five (5) feet of Lots 1, 2, 3 and 4 will be subject to an easement to allow ingress and egress over a sidewalk to be constructed thereon.

2. Lots 36, 37, 38 , 39 and 40 shall have a sidewalk contiguous to the Southerly boundary line of such lots and there shall be no sidewalk contiguous to the Northerly line of said Lots.

3. Lots 41, 42, 43, and most of Lot 44 of the proposed subdivision connecting with Gladys Street in the Town of Montverde, shall be subject to a private easement in favor of the owner of the hereafter described property, which shall provide ingress and egress for one (1) residence only located thereon with the easement being the length and width shown on the plat of such subdivision:

Begin 30 West of the Southeast corner of the NE 1/4 of the NW 1/4 of Section 2, Township 22 South, Range 26 East, Lake County, Florida, thence run North 330 feet; thence run North 47°55' West 1432.23 feet; thence run South 465 feet; thence run West 264.2 feet; thence run South 834.2 feet; thence run East 1297.2 feet to the Point of Beginning.

A formal written easement evidencing such ingress and egress shall be granted by the Declarant to the current owners of the said property.

2.16 Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except a dog, cat or other domestic household pet may be kept, provided it is not kept for commercial purposes. A maximum of three (3) household pets may be kept. Animals must be confined to the Owner's lot except when being walked, when they must be kept on a leash. It shall be the responsibility of the Owner of a pet to remove animal excrements, attributable to the Owner's pet, from the Owner's Lot, any other Owner's Lot and/or Common Areas. Household pets will not be allowed to annoy other Lot Owners or trespass on their Lots and if a pet becomes a nuisance, the Owner, upon request by Developer or the Association, must abate the nuisance. All pets must have every immunization required by law, and specifically must have annual rabies immunizations.

2.17 Buffers: Lots in the said subdivision shall be subject to buffers as shown on the Plat of the Subdivision, and in particular these will be a 10 foot buffer on each side line of a lot which will consist of one row of trees and there will be a 20 foot buffer on the rear lot line consisting of two (2) rows of trees.

2.18 Surface Water Management System. The surface water management system for the Property shall be installed, operated and maintained in accordance with all permits and approvals issued by the controlling governmental authority. Furthermore, the surface water management system shall not be adversely interfered with, changed or altered, except pursuant to permits or approvals issued by the controlling governmental authority. No Owner shall impede

the flow of surface water in any manner, nor shall any Owner cause a change in the elevation of his Lot so as to interfere with or impede surface water drainage throughout the Property. Any amendment of the Declaration which would affect the surface water management system, including the water management portions or the Common Areas, must have the prior approval of the controlling governmental authority. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system.

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

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

C. Covenant for Maintenance Assessments for Association: Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

D. Easement for Access and Drainage: The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management systems required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of

the St. Johns River Water Management District.

E. Swale Maintenance: Declarant has constructed a Drainage Swale upon certain Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner affected, shall be responsible for the maintenance, operation and repair of the swales on a lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Any filling, excavation, construction of fences obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

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

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

### ARTICLE III COVENANTS FOR MAINTENANCE ASSESSMENT

3.1 Creation of Lien and Personal Obligation. Every Owner of a Lot, excluding Lots owned by Declarant, by acceptance of a deed or other instrument of conveyance for the same, is deemed to have covenanted and agreed to all of the provisions of this Declaration and to promptly pay Assessments, as follows:

(a) There shall be an annual assessment for the expenses incurred by the Association in maintenance and repair of any common area and/or the amenities of the Development and to pay the Common Expenses of the Association, including but limited to:

(1) Taxes and any governmental assessments levied against any common area.

- (2) Purchase of appropriate liability insurance for the common area.
- (3) Any other costs and expenses of the Association reasonably deemed to be Common Expenses, as determined by the Board of Directors.

Each such Assessments, together with interest, costs of collection, and reasonable attorneys' fees, shall also be the personal obligation of each person or entity who was an Owner of the Lot at the time the Assessment first became due and payable.

The above annual assessment shall be set at a Board Meeting by the Board no later than November 15th of the year preceding the next annual assessment calendar year period. Notice of the amount of the levied assessment shall be given to every owner subject thereto at least fifteen days in advance of each annual assessment period. At least 48 hours prior notice of a Board meeting at which an annual or special assessment shall be levied shall be given to the members in the manner provided in the By-Laws.

3.2 Date of Commencement of Annual Assessment; Due dates. The Annual Assessment provided for herein shall commence as to each Lot on the day on which such Lot is conveyed to a person or entity other than Declarant and shall be appropriately prorated among all Lot owners, except Declarant. For the year of 2000, the Association will assess the sum of \$300.00 as the annual assessment for each lot.

The Assessments shall be paid annually in advance, or at such other times and manner as the Association shall determine. The assessment shall be based on the estimated costs of providing the aforescribed maintenance services and the estimated common expenses of the Association for the next year. Declarant reserves the right, at any time and at its sole option, to set a maximum Annual Assessment for any or all Lots, and to thereby obligate itself to pay any deficits in revenues collected to pay the aforesaid costs and expenses of the Association in any fiscal year during which Declarant has set any such maximum Annual Assessment amounts.

3.3 Special Assessments. In addition to the Annual Assessments authorized above, a Special Assessment for the aforescribed maintenance services and common expenses may be levied by the Board, applicable to that fiscal year only, for the purpose of defraying, in whole or in part, the amount of any unbudgeted expenses in carrying out said maintenance services and common expenses. Special Assessments must be fixed at a uniform rate for all Lots. Notice of any special assessment shall be given to all owners subject thereto at least 15 days prior to the billing therefor.

### 3.4 Effect of Non-Payment of the Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate of interest authorized under the laws of the State of Florida. The Association may file a claim of lien for such overdue Assessments and may bring an action at law against any Owner who has failed to timely pay any Assessment and may foreclose the claim of lien against the Lot, in the manner provided under the laws of the State of Florida. Such claim of lien shall also secure the Association's reasonable attorneys fees, including fees related to appellate proceedings, and costs of collection of the Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use or abandonment of his Lot. If any installment of any Assessment remains unpaid sixty (60) days after the same shall become due, the Association shall give written notice of that delinquency to any Institutional Mortgagee who has requested written notification of same.

3.5 Subordination of Assessment Lien to Mortgages. Unless a claim of lien evidencing an Assessment against a Lot is filed in the Public Records of Lake County, Florida, prior to the recording of a Mortgage held by an Institutional Mortgagee, the lien of the Assessments provided for herein is declared hereby to be subordinate to the lien of any mortgage held by an Institutional Mortgagee on any Lot. The sale or transfer of any such property pursuant to foreclosure of a mortgage held by an Institutional Mortgagee or any proceeding in lieu thereof, including but not limited to a deed in lieu of foreclosure, extinguishes the lien of any Assessments which became due prior to the effective date of the sale or transfer, unless a claim of lien was filed in the Public Records of Lake County, Florida, prior to the recording of a mortgage held by an Institutional Mortgagee. No sale or transfer, by judicial action or otherwise, shall relieve a Lot owner from liability for any Assessments thereafter becoming due or from the lien thereof. These provisions shall in no way affect or minimize the personal liability of the Owner for the Assessments, and the costs of collecting the same, which shall continue subsequent to any sale or transfer as to Assessments arising prior to such sale or transfer, until such Assessments and costs are paid in full.

## ARTICLE IV THE ASSOCIATION

4.1 Association Members. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any real property within the Property.

4.2 Voting Rights. The Association shall have the following two classes of voting membership:

CLASS A - Class A Members shall be all Members other than the Declarant. Class A Members shall be entitled to one vote for each Lot owned, provided, however, that when more than one person owns an interest in a Lot, all of such persons together shall be entitled to not more than one vote with respect to such Lot. Co-Owners of a Lot shall designate the person who shall be authorized to exercise the vote for all co-Owners, and that designation shall be in writing delivered to the Secretary-Treasurer of the Association. The vote of a Lot shall not be divisible.

CLASS B - The Class B Member shall be the Declarant, and it shall be entitled to three (3) votes for each Lot it owns.

4.3 Turnover of Association Control. Class B membership shall cease and be converted to Class A membership and control turned over to the Class A members upon the occurrence of either of the following events:

(A) When the Declarant elects; or

(B) Within ninety (90) days after Declarant has conveyed title in the ordinary course of its business (excluding conveyances to successors or assigns of Declarant) of ninety percent (90%) of the Lots approved for The Pines of Montverde.

#### ARTICLE V GENERAL PROVISIONS

5.1 Enforcement. The Declarant, the Association and the Owners individually or jointly shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and other charges now or hereafter imposed by the provisions of the Declaration and the prevailing party in any litigation incurred in enforcing same shall be entitled to recover all costs and expenses incurred thereby, including reasonable attorneys' fees from the non-prevailing party, provided however, neither attorneys fees or costs shall ever be recoverable against Declarant. The failure of the Declarant, the Association, or of an Owner to enforce any covenant or Restriction or provision hereof shall in no event be deemed a waiver of the right to do so thereafter.

5.2 Severability. The invalidation of any of the provisions hereof by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

5.3 Restrictions Run With the Land. The provisions, covenants, conditions, easements, and restrictions of this Declaration, and any amendments thereto as hereafter provided, shall run with and bind the Property for a term of forty (40) years from the date this original Declaration is recorded, after which time,

they shall be automatically extended for successive periods of ten (10) years each. These Declarations may be terminated by recording an instrument signed by seventy percent (70%) of the Owners agreeing thereto and certified by the Officers of the Association; provided, however, prior to Turnover, there shall be no termination unless the Declarant shall have consented thereto in writing.

5.4 Amendment. Prior to Turnover, this Declaration may be amended by the Declarant as many times as it chooses and for any purposes it chooses. After Turnover, this Declaration may be amended by an affirmative vote in favor thereof by the owners of at least two-thirds (2/3) of the Lots upon which these restrictions are imposed. Any amendment of this Declaration must be recorded in the Public Records of Lake County, Florida before it shall be deemed effective. Notwithstanding any of the above provisions, the provisions of Article II, 2.13 may not be amended without the prior written consent of all holder of Institutional Mortgages on Lots within the Property. Any amendment to this Declaration of Covenants, Conditions, Restrictions, and Easements of The Pines at Montverde which would alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

5.5 Invalidation of any of these Restrictions by Judgment or Court Order in no way shall affect any other provision hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the appropriate representation of the Declarant has set hand and seal this 20th day of JUNE, 2000.

Signed, Sealed and Delivered  
in the Presence of:

[Signature]  
Signature of Witness

Norman E. Gorman  
Printed Name of Witness

[Signature]  
Signature of Witness

TRUDY E. EUBANKS  
Printed Name of Witness

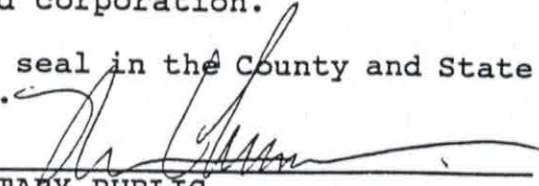
[Signature]  
JERRY KOZIELKO, TRUSTEE & INDIVIDUALLY

[Signature]  
HERB SMITH, TRUSTEE & INDIVIDUALLY

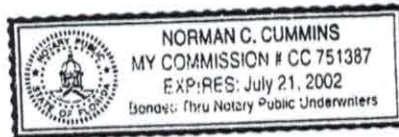
STATE OF FLORIDA  
COUNTY OF LAKE

I HEREBY CERTIFY that on this 5<sup>th</sup> day of JUNE, 2000, before me personally appeared JERRY KOCIELKO and HERB SMITH, as Trustees aforesaid and individually, who are personally known to me, and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal in the County and State aforesaid, the day and year aforesaid.

  
NOTARY PUBLIC

My Commission Expires:



PREPARED BY:  
Return to: Nailes P.A.  
Cummins, Mueller & Judson  
450 E. Hwy 50, Ste. 7  
Clermont, FL 34711  
00-276-C/A