DECLARATION ENCUMBERING PINE CHASE ESTATES, UNIT 3 WITH COVENANTS AND RESTRICTIONS AS SET FORTH IN OFFICIAL RECORD BOOK 917 AT PAGE 0006

This declaration is made by the owner of the subject property, Whaley Trade Partnership, a Florida General Partnership, which is hereinafter referred to as Declarant:

WITNESSETH:

Whereas, Declarant has heretofore made a declaration of covenants and restrictions on Pine Chase Estates, a subdivision located in Osceola County, Florida, the plat of which is filed and recorded in the Office of the Clerk of the Circuit Court for Osceola County, Florida in Plat Book 5, Page 169 with the said declaration recorded in Official Records Book 917 at Page 0006, of said public records; and

Whereas, said declaration anticipated and provided that additional property would be encumbered from time to time by the covenants and restrictions of said declaration; and

Whereas, Declarant being the owner of lots described as Pine Chase Estates, Unit 3, Lots 1-17, the same specifically described on the plat thereof filed and recorded in the Office of the Clerk of the Circuit Court for Osceola County, Florida in Plat Book 6 at Page 107, desires to encumber the said Pine Chase Estates, Unit 3, Lots 1-17, with the covenants and restrictions of said declaration ; with the exception that the following noted sections of that Document be deleted or will read as amended.

Paragraph VI "Uses Prohibited and Permitted" Delete Sections 1, 3, and 13.

Amendment of Section 2 shall now read:

2. Each residence shall have a living area of not less than 1200 square feet, and appurtenant outbuilding, including a garage for private use, shall be erected, constructed or maintained on any lot in said property. No mobile or modular home shall be installed or erected on said property.

Paragraph VII "Setback"

Amendment of Section 1 shall now read:

1. All building lines, locations and setbacks shall be as permitted and required by the applicable portions of the City of St. Cloud Ordinances. With the exception that, all sideyard setbacks will be 10 feet. No outbuildings shall be placed on any lot in the area extending from the rear line of any dwelling to the front lot line. No fence exceeding six feet in height shall be erected on any lot, and no

fence of any kind shall be erected in the area from the front line of any dwelling to the front lot line. Fences shall be constructed of masonry, board or chain link, and will be reviewed by the architectural control committee.

Paragraph VIII "Architectural Control"

Amendment of Section 1 shall now read:

1. Prior to application for a residential building permit, any person proposing to commence any construction, upon any lot, shall submit complete plans and specifications for the proposed construction to the Declarant, and shall receive a signed and dated receipt therefore. Upon disapproval of the plans and specifications, or any portion thereof, a letter advising of such disapproval and the details thereof shall be forwarded by the Declarant to the applicant. In the event the Declarant fails to approve or disapprove such plans within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been fully complied with.

Amendment of Section 4 shall now read:

4. All requests for approval of such plans and specifications in accordance with subparagraph 1, under this paragraph, shall be mailed or delivered to:

Wheley Tra[illegible] Partnership
1011 North Main Street, Suite 6
Kissimmee, Florida 34744

Paragraph IX "Construction Materials"

Amendment of Section 2 shall now read:

2. All exterior home finish, exclusive of trim or accenting, shall be of brick, block, stone, or stucco materials, vinyl or aluminum siding.

Paragraph X "Lots & Conditions Thereof"

Amendment of Section 1 shall now read:

1. No building site shall consist of less land than is contained in one of the lots in the block in which such site is located. No resubdivision shall be permitted except in compliance herewith.

PARAGRAPH XVIII "Scope, Duration of Covenants, Restrictions, Reservations, Servitudes, and Easements"

Amendment of Section 1 shall now read:

1. All of the covenants, restrictions, reservations, and servitudes set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, equipment and maintenance of said property. Each grantee or purchaser under a contract of sale or agreement of purchase, accepts the same subject to the covenants, restrictions, reservations, servitudes and easements, set forth in this declaration, and agrees to be bound by each such covenant, restriction, servitude and easement. These covenants, restrictions, reservations and servitudes shall run with the land and continue to be in full force and effect, except as hereinafter provided, for a period of twenty (20) years after the date hereof.

These covenants restrictions, reservations, servitudes and easements as in force upon the expiration of twenty (20) years after the date hereof, shall be continued automatically and without further notice from that time for successive periods of ten (10) years each, without limitation, unless within six months prior to the expiration of any successive ten (10) years thereafter, a written agreement executed by the then record owners of lots in the property subject to this Declaration, having an aggregate area equivalent to not less than 2/3 percent of the area of the total number of lots then subject to this Declaration, shall be placed on record in the office of the Clerk of the Circuit Court of Osceola County, Florida, in which agreement any of the covenants, restrictions, reservations, and servitudes may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided. However, in any event Paragraph XIX shall prevail.

Paragraph XIX "Modification and Annulment of Covenants, Restrictions, Reservations, and Servitudes"

Amendment of Paragraph shall now read:

Any of the covenants, restrictions, reservations, servitudes and easements contained in this Declaration may be annulled, waived, changed or modified with respect to all or any portion of said property by Declarant, with the written consent of the owner or owners of record of the property desiring such annulment, waiver, change or modification, provided however, any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

And, no amendment affecting Municipal Mandated Assessments shall be effective until approval thereof by resolution of the governing body of the City of St. Cloud, further, no such amendment shall be effective until and after said approving resolution shall have been recorded among the public records of Osceola County, Florida.

NOW THEREFORE:

Declarant, for and in consideration of the benefits to be derived therefrom does hereby encumber Lots 1-17 described as Pine Chase Estates, Unit 3, Plat Book 6, Page 167, Public Records of Osceola County, Florida with the covenants and restrictions of the said declarations recorded in Official Records Book 917 at Page 0006, of said public records, with the deletions and amendments as above stated.

In Witness Whereof, THE UNDERSIGNED, a partner within (his) (her) authority, has executed this Declaration in the name of the partnership, Whaley Trade Partnership, a Florida General Partnership, this 29 day of June, 1990.

Signed, Sealed and Delivered
In the Presence of:

Suzette Veal

Betty C. Haines

WHALEY TRADE PARTNERSHIP
A Florida General Partnership

Barney Veal (SEAL)
a Partner

STATE OF FLORIDA
COUNTY OF OSCEOLA

Before me the undersigned authority, personally appeared _____
BARNEY VEAL, to me well known and known to be the person described in the foregoing instrument and (s)he acknowledged before me that (s)he, a partner within (his) (her) authority, executed the same in the name of the partnership. Witness my hand and official seal this the 29 day of June 1990.

Carol A. Burgess
Notary Public State of Florida (Notary Seal)
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 11, 1993

This Instrument Prepared By
H.R. Thornton, Jr., City Attorney
1300 9th Street, St. Cloud, FL 34769

FILED FOR RECORD
BY

90004018 3

1990 JUL -5 AM 11:33

DECLARATION ENCUMBERING PINE CHASE ESTATES, UNIT 3 WITH COVENANTS AND RESTRICTIONS AS SET FORTH IN OFFICIAL RECORD BOOK 917 AT PAGE 0006

This declaration is made by the owner of the subject property, Whaley Trade Partnership, a Florida General Partnership, which is hereinafter referred to as Declarant:

WITNESSETH:

Whereas, Declarant has heretofore made a declaration of covenants and restrictions on Pine Chase Estates, a subdivision located in Osceola County, Florida, the plat of which is filed and recorded in the Office of the Clerk of the Circuit Court for Osceola County, Florida in Plat Book 5, Page 169 with the said declaration recorded in Official Records Book 917 at Page 0006, of said public records; and

Whereas, said declaration anticipated and provided that additional property would be encumbered from time to time by the covenants and restrictions of said declaration; and

Whereas, Declarant being the owner of tracts described as Pine Chase Estates, Unit 3, Tracts A, B, C, D, E, F, G, and H the same specifically described on the plat thereof filed and recorded in the Office of the Clerk of the Circuit Court for Osceola County, Florida in Plat Book 6 at Page 12, desires to encumber the said Pine Chase Estates, Unit 3, Tracts A, B, C, D, E, F, G, and H with the covenants and restrictions of said declaration ; with the exception that the following noted sections of that Document be deleted or will read as amended.

Paragraph III

Delete Paragraph

Paragraph IV "Definition of Terms"

Delete Section 6

Paragraph V "Garage And Driveway Required"

Delete Paragraph

Paragraph VI "Uses Prohibited and Permitted"

Delete All Sections 1-13

Paragraph VII "Setback"

Delete Sections 1-3

Paragraph VIII "Architectural Control"

Delete Sections 1-6

Paragraph IX "Construction Materials"

Delete Sections 1-3

Paragraph X "Lots and Condition Thereof"

Delete Sections 1, 2, 4-7

Paragraph XI "Signs"

Delete Paragraph

Paragraph XIII "Purpose and Membership of the Association"

Delete Paragraph

Paragraph XIV "Fees, Dues and Assessments"

Amendment of this paragraph shall now read:

The Declarant hereby covenants, creates and establishes, and each owner of any tract of the property described in Paragraph I hereof, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association, an annual assessment or charge for the purpose of maintaining the retention area described as "Tract I" on the Pine Chase Estates, Unit 3 Plat. This annual assessment shall be based on a prorated share, based on the percentage amount of drainage impact each tract in Pine Chase, Unit 3, or lot in Pine Chase Units 1, 2, or 3 have on "Tract I", and special assessment(s) referred to hereinafter as Municipal Mandated Assessment for such purposes. Such assessments shall be in proportional shares based on drainage due against the owners of each lot or tract.

Paragraph XVI "Enforcement of All Assessments and Creation of Liens"

Section A.1 Shall be amended to read:

A.1. If fees, dues charges or assessments of any kind are not paid upon the date when due, such sums shall then be and become delinquent and shall, together with interest thereon, attorneys' fees and all costs of collection, be and become a continuing lien and charge on the tract owner. Such liens shall bind all such property in the hands of the tract owner, his heirs, devisees, personal representatives, successors and/or assigns.

Section B.1 Shall be amended to read:

B.1. Upon completion of the assessment project, the amount of the Municipal Mandated Assessment shall be set by the governing body of the municipality but it shall not exceed the actual cost thereof including administrative cost which shall not exceed 10% of the direct cost. The Municipal Mandated Assessment shall be due on the date(s) set by the governing body of the municipality provided written notice thereof shall be sent to every member addressed to the address as shown by the most recent county ad valorem tax roll not less than thirty (30) days prior to the due date, or first due date in the case of monthly payment. Any municipal mandated assessment not paid in full within thirty (30) days after the due date shall bear interest from the due date at a rate to be determined by the governing body of the municipality which shall not exceed 12% per annum. If any sum of money of any Municipality Mandated Assessment is not promptly paid within thirty (30) days next after the same becomes due, then the entire assessment or the entire balance unpaid thereon shall thereupon or thereafter at the option of the municipality be and become due and payable. The City of St. Cloud may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, or both. No owner may waive or otherwise escape liability for the Municipality Mandated Assessment provided for herein by abandonment of his tract.

Section B.2 shall be amended to read:

B.2. The lien of any Municipal Mandated Assessment provided for herein shall not be subordinate to the lien of any first mortgage. Sale or transfer of any tract shall not affect the Municipal Mandated Assessment lien, and the sale or transfer of any tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall not extinguish the lien of such Municipal Mandated Assessment as to payments which became due prior to such sale or transfer. Neither shall such sale or transfer relieve such tract from liability from Municipal Mandated Assessment thereafter becoming due or from the lien thereof.

Paragraph XVIII "Scope, Duration of Covenants, Restrictions, Reservations, Servitudes and Easements"

Section 1. Shall be amended to read:

1. All of the covenants, restrictions, reservations, and servitudes set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, equipment and maintenance of said property. Each grantee or purchaser under a contact of sale

or Agreement of purchase, accepts the same subject to the covenants, restrictions, reservations, servitudes and easements, set forth in this Declaration, and agrees to be bound by each such covenant, restriction, servitude and easement. These covenants, restrictions, reservations and servitudes shall run with the land and continue to be in full force and effect, except as hereinafter provided, for a period of twenty (20) years after the date thereof.

These covenants restrictions, reservations, servitudes and easements as in force upon the expiration of twenty (20) years after the date hereof, shall be continued automatically and without further notice from that time for successive periods of ten (10) years each, without limitation, unless within six months prior to the expiration of any successive ten (10) years thereafter, a written agreement executed by the then record owners of tracts in the property subject to this Declaration, having an aggregate area equivalent to not less than 2/3 percent of the area of the total number of tracts then subject to this Declaration shall be placed on record in the office of the Clerk of the Circuit Court of Osceola County, Florida, in which agreement any of the covenants, restrictions, reservations, and servitudes may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided. However, in any event Paragraph XIX shall prevail.

Section 3 Shall be amended to read:

3. Damages are hereby declared not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes, or easements of this Declaration, but such breach and the continuance thereof may be enjoined abated and remedied by appropriate proceedings by the Declarant, Association, or by any owner of any tract in said property.

Paragraph XIX "Modification and Annulment of Covenants, Restrictions, Reservations, and Servitudes"

The paragraph shall be amended to read:

Any of the covenants, restrictions, reservations, servitudes and easements contained in this Declaration may be annulled, waived, changed or modified with respect to all or any portion of said property by Declarant, with the written consent of the owner or owners of record of the property desiring such annulment, waiver, change or modification, provided however, any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the

prior approval of the South Florida Water Management District.

And, no amendment affecting Municipal Mandated Assessments shall be effective until approval thereof by resolution of the governing body of the City of St. Cloud, further no such amendment shall be effective until and after said approving resolution shall have been recorded among the public records of Osceola County, Florida.

Paragraph XX "Violation of Covenants, Restrictions, Reservations, Servitudes and Easements"

The paragraph shall be amended to read:

A breach or violation of any of the covenants, restrictions, reservations, servitudes and easements shall give to the Declarant the right to immediate entry upon the property upon which such violation exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing or condition that may be or exist thereon contrary to this Declaration, and to the true intent and meaning of the provisions hereof, and the Declarant shall not be liable for any damages occasioned thereby. The result of every act of omission or commission or the violation of any covenant, restriction, reservation, servitude and easement hereof, whether such covenant, restriction, reservation, servitude and easement is violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such owner of any tract, and may be prohibited and enjoined by the owner of any tract in said property, by injunction. Such remedy shall be deemed cumulative and not exclusive.

Where an action, suit or other judicial proceeding is instituted or brought for the enforcement of these covenants, restriction, servitudes and easements, the losing party in such litigation shall pay all expenses, including a reasonable attorney's fee, incurred by the other party in such legal proceeding.

NOW THEREFORE:

Declarant, for and in consideration of the benefits to be derived therefrom does hereby encumber the tracts described as Pine Chase Estates, Unit 3, Plat Book ___, Page ___, Public Records of Osceola County, Florida with the covenants and restrictions of the said declarations recorded in Official Records Book 917 at Page 0006, of said public records, with the exceptions or amendments of the above noted.

In Witness Whereof, THE UNDERSIGNED, a partner within (his) (her) authority, has executed this Declaration in the name of the partnership, Whaley Trade Partnership, a Florida General Partnership, this 29 day of JUNE 1990.

Signed, Sealed and Delivered
In the Presence of:

WHALEY TRADE PARTNERSHIP
A Florida General Partnership

Barney Veal (SEAL)
a Partner

Suzette Veal

Betty C. Hanson

FILED, RECORDED AND
RECORD VERIFIED
MEL WILLS, JR., CLK CIR CT.
OSCEOLA COUNTY
BY _____ D.C.

STATE OF FLORIDA
COUNTY OF OSCEOLA

Before me the undersigned authority, personally appeared BARNEY VEAL, to me well known and known to be the person described in the foregoing instrument and (s)he acknowledged before me that (s)he, a partner within (his) (her) authority, executed the same in the name of the partnership. Witness my hand and official seal this the 29 day of JUNE 1990.

Carol A. Burgess
Notary Public State of Florida (Notary Seal)
My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Jun 11, 1993

This Instrument Prepared By
H.R. Thornton, Jr., City Attorney
1300 9th Street, St. Cloud, FL 34769

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DECLARATION OF COVENANTS AND RESTRICTIONS ON PINE CHASE ESTATES

This Declaration, made by Whaley Trade Partnership, a Florida General Partnership, the owner of the property hereinafter referred to as the Declarant,

WITNESSETH:

WHEREAS, Declarant is presently the owner of all of the real property described in Paragraph 1 hereof and is desirous of subjecting said property to the protective covenants, restrictions, reservations, servitudes and easements hereinafter set forth, each and all of which is and are for the benefit of said property and of each present and future owner thereof, or of any part thereof, and shall inure to the benefit of and pass with said property and each and every part thereof, and shall apply to and bind every present and future owner of said property, or any part thereof, and their and each of their heirs, successors and assigns, and each and every utility company, whether public or quasi-public, operating in or upon any easement, street, or right-of-way in the said property.

PARAGRAPH 1
Property Subject to This Declaration

The real property which is and shall be held, transferred, sold conveyed, used and occupied subject to the covenants, restrictions, reservations, servitude and easements with respect to the various portions thereof set forth in the various paragraphs and subdivisions of this Declaration is located in the County of Osceola, State of Florida, and is more particularly described as Pine Chase Estates, according to the plat thereof on file in the Office of the Clerk of the Circuit Court, Osceola County, Florida, in Plat Book , Page . Other real property comprising subsequent units of Pine Chase Estates may become subject to this Declaration in the future.

PARAGRAPH 11
Property Subject to Applicable Laws

The real property described in Paragraph 1 hereof is subject to all applicable State and County zoning, building, health and other laws and ordinances.

PARAGRAPH III

The real property described in Paragraph I hereof is subject to the covenants, restrictions, reservations, servitudes and easements hereby declared to insure the best and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures build of improper or unsuitable material; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvements of lots; to secure and maintain adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement in said property, and thereby enhance the value of investments made by purchasers of lots therein.

PARAGRAPH IV
Definition of Terms

1. All terms used herein shall have those definitions set for in the City of St. Cloud Zoning Ordinance, except as hereinafter specifically set forth.

2. Said Plat. The words "Said Plat" wherever used in this Declaration mean and refer to the Plat referred to in Paragraph I hereof.

3. Said Property. The words "Said Property" wherever used in this Declaration mean and refer to the property described in Paragraph I hereof.

4. Association. The word "Association" shall mean and refer to Pine Chase Estates Homeowners' Association, Inc., its successors and assigns.

5. "Board" shall mean and refer to the Board of Directors of that Association. Five Board members shall be elected by and from the Association membership. Board Officers will include a chairman, secretary and treasurer.

6. "Architectural Control Committee" is composed of 3 Homeowner Association representatives, appointed by the "board", of which the declarant or his representative is also a member. However, in the case Declarant has a majority vote of the Homeowners Association, he has the right to appoint all the members of this committee. A report of this committee's recommendations will be given to the "Board" for their final action.

PARAGRAPH V
Garage and Driveway Required

A garage accommodating a minimum of two cars shall be constructed and maintained at all times, in conjunction with any residence constructed on any lot. In the event that a garage shall be converted to any other use, after review of the Architectural Control Committee and approval by the Board, a new two-car garage shall be constructed. This new garage area shall not encroach into any front, corner, side, or rear setback line, as identified by the local zoning restrictions. The driveway shall be constructed of brick, concrete or asphalt and shall be continuously maintained from the garage front to the street abutting the lot.

PARAGRAPH VI
Uses Prohibited and Permitted

1. Said property shall not be used, nor shall any portion thereof be used for any purpose other than single family residence purposes. No use shall be made of the property which would constitute a nuisance, endanger the health or safety of the surrounding area, create any disturbance.

2. No building, other than a detached single family dwelling house having a living area of not less than 1200 square feet, and appurtenant outbuilding, including a garage for private use, shall be erected, constructed or maintained on any lot in said property, nor shall any building constructed or erected on said property be used for any purpose other than a private dwelling house or appurtenant outbuilding, including garage for private use. No mobile or modular home shall be installed or erected on said property.

3. No single family dwelling more than two stories in height and no appurtenant outbuilding more than one story in height shall be erected, constructed or maintained on said property other than as expressly permitted by subparagraph 5 on this Paragraph.

4. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and must be completed with a reasonable time not to exceed six months. The construction site shall be kept free of debris and should not be a site for storage of unnecessary construction materials. Reconstruction of any building damaged or destroyed by fire or other casualty shall commence immediately and shall be completed within six months after the date of such damage or destruction.

5. No outbuilding, garage, shed, tent, trailer or temporary building of any kind shall be erected, constructed, permitted or maintained on any lot prior to commencement of the erection of such dwelling house as is permitted hereby, and no outbuilding, garage, shed, tent, trailer, basement, or temporary building shall be used for temporary or permanent residence purposes, provided however, that this subparagraph shall not be deemed to prevent the use of a temporary construction shed or temporary construction trailer during the period of actual construction of any structure on said property nor the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction.

6. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part thereof, nor shall any merchandise, equipment or stock used in any business be stored or maintained on said property or any part thereof, and without limiting the generality of the foregoing; no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public baths, schools, kindergarten, daycare, or nursery school, sanitarium, asylum, or institution , dog grooming or kennel, and no noxious, dangerous or offensive thing, activity or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part thereof, nor shall anything be done thereon which may be or become, an annoyance or nuisance to the neighborhood.

7. No satellite television receiving dish antenna or similar structure shall be erected upon any lot, except upon the rear portion of the lot and after review by the Architectural Control Committee and approval by the board. Any such structure erected on any lot shall be appropriately screened by plant materials or approved fencing.

8. No above-ground gas, oil or water tank of any kind shall be installed on the said property, with the exception of a water or gas tank completely enclosed within a dwelling, garage, or other approved outbuilding, or other approved screening by plant material or fencing.

9. No animals, birds, reptiles, or fowl, including but not limited to hogs, cattle, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl, or poultry (except as hereinafter permitted) shall be kept or maintained on any part of said property.

10. Dogs, cats, and pet birds confined in a fenced yard, inside the house, may be kept on any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lot, but not for any commercial use or purpose, provided that no more than two dogs, two cats, and/or five birds shall be kept on any lot at any time. No pet shall be allowed outside the confines of its property unless under the direct control of the owner, through use of a leash or other appropriate restraining device. No owner shall allow any pet to threaten or attack any person on the public right of way of the street, sidewalk or land of other property owners. In no event shall any roosters, guinea hens or other noisy fowl be kept for any purpose on any lot.

11. In order to maintain the high standards of the subdivision with respect to residential appearance, trucks or commercial vehicles may only be parked during periods of construction, as approved by the Declarant. All motor vehicles within the property must bear a current Florida license plate. No vehicles shall be permitted to be parked on the street at any time. No trucks above one ton capacity, shall be allowed to be parked on said property at any time. All campers, boats or recreational vehicles must be currently licensed and must be stored behind the dwelling, after issuance of a Certificate of Occupancy, and out of sight of the roadway. The prohibitions in this subparagraph shall not apply to the temporary parking of trucks and commercial vehicles for pick-up, delivery and other commercial services, or to pick-up trucks for personal use of a lot owner to a maximum of a one ton capacity. All parking of vehicles shall be on owners property and shall not constitute an encroachment of a setback area or the public right-of-way.

12. No air conditioner unit either central or wall shall be placed at the front of any house.

13. All interior window coverings if not shutters, shades, or vertical blinds, shall have white liners that face the frontyard exterior, or street side in the case of a corner lot.

PARAGRAPH VII
Setbacks

1. All building lines, locations and setbacks shall be as permitted and required by the applicable portions of the City of St. Cloud Ordinances. No outbuildings shall be placed on any lot in the area extending from the rear line of any dwelling to the front lot line. No fence exceeding six feet in height shall be erected on any lot, and no fence of any kind shall be erected in the area from the front line of any dwelling to the front lot line. Fences shall be constructed of masonry, board or chain link, and will be reviewed by the architectural control committee.

2. In the case of corner lots, the front lot line shall be that line having the lesser frontage on a street.

3. No clothesline shall be located within any setback lines, or in the front yard of any house.

PARAGRAPH VIII
Architectural Control

1. Prior to application for a single family building permit, any person proposing to commence any single family dwelling construction, upon any lot, shall submit complete plans and specifications for the proposed construction to the Architectural Control Committee, and shall receive a signed and dated receipt therefore. Upon approval of the plans and specifications, the Architectural Control Committee shall cause said plans and specifications to be signed and dated by an authorized representative thereof. Upon disapproval of the plans and specifications, or any portion thereof, a letter advising of such disapproval and the details thereof shall be forwarded by the Architectural Control Committee to the applicant. In the event the Architectural Control Committee fails to approve or disapprove such plans within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been fully complied with.

2. No temporary or permanent outbuilding, trailer, fence, wall, satellite dishes, antennas or other structures, or landscaping alterations or additions, placement of signs larger than 2 (two) square feet in area, shall be commenced, erected or maintained upon any lot in said property, nor shall any exterior addition to change or alteration, including the changing of the existing color of paint or of roofing materials therein, be made or undertaken with regard to any building on said property until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and reviewed by the Architectural Control Committee and approved in writing by the Board, and also submitted and approved by all the appropriate governmental authorities having jurisdiction thereover. The Board shall have absolute and complete discretion in approving or disapproving any request submitted to it and may base its decision on any ground which it deems sufficient, in its sole discretion. Any decision of the board, in regards to this subparagraph, may be overturned by a 2/3 vote of the Homeowners Association.

3. In the event any lot owner shall commence, erect or maintain any building, fence, wall, antennas, satellite dishes, or other structures, or landscaping alterations or additions, upon any lot in said property in violation of this subparagraph, the

Homeowner's Association, after notice to such owner or, in the case of no action by the association, the declarant, shall have the right to enter upon said lot to correct, repair, maintain and restore the living unit and any improvements erected thereon. All costs related to such correction, repair or restoration, including attorney's fees and court cost if incurred, shall be the personal obligation of the lot owner and shall become a lien against the subject lot with the same force and effect of a lien created by the said owner's failure to pay assessments when due.

4. All request for approval of such plans and specifications in accordance with subparagraph 1, under this paragraph, shall be mailed or delivered to:

Whaley Trade Partnership
1011 North Main Street, Suite 6
Kissimmee, Florida 32743

and such other address as shall from time to time be designated by the Architectural Control Committee.

5. The Board shall designate an address for the receipt of plans and specifications, in accordance with subparagraph 2, under this paragraph.

6. The provisions of this Section shall not apply to the Declarant, its successors and assigns. Notwithstanding anything herein to the contrary, the Declarant shall have the right, over the board, to appoint the members, from the association or others as the declarant deems appropriate, to the Architectural Control Committee, until such time as the declarant no longer has a majority vote of the Homeowner's Association.

PARAGRAPH IX
Construction Materials

1. No residence, building, outbuilding, garage or other structure shall be constructed on any lot of any material except new material, with the sole exception of reclaimed or "old" brick. No previously constructed structure, modular housing, or portion thereof shall be moved to any lot from another location.

2. All exterior house finish, exclusive of trim or accenting, shall be of brick, block, stone or stucco materials, vinyl or aluminum siding, or any other material approved by the Architectural Control Committee.

3. Flat or build-up roofs shall be permitted on porches or patios only.

PARAGRAPH V
Lots and Condition Thereof

1. No more than one single family dwelling unit shall be erected, constructed or maintained upon any one lot or upon any building site consisting of one or more lots, all of one lot and part of nother or of contiguous parts of two lots which will form an integral unit of land suitable for use as a building site for a dwelling. No building site shall consist of less land than is contained in one of the lots in the block in which such site is located. No resubdivision shall be permitted except in compliance herewith.

2. Prior to completion of construction of a residence upon any lot, the owner thereof shall cause to be planted between the residence and the street abutting the lot at least two (2) oak trees having a minimum height of ten (10) feet and a minimum trunk diameter of three and one-half (3 1/2) inches at the time of planting. In the event that any such tree shall die, the owner of the lot shall replace the tree within thirty (30) days.

3. No Ear Trees (Enterlobium Cyclocarpum) will be planted on any lot, common, drainage, retention, or entrance area.

4. No tree having a trunk diameter of six inches or more shall be cut or removed from said property unless the tree shall be located within five feet of the foundation of a structure to be constructed on the property, or unless the tree shall be dead, diseased or otherwise create a health or safety hazard.

5. The owners of lots shall not allow grass and weeds to grow unchecked, but shall keep the grass neatly mowed, the dwelling, outbuildings, garage or other structures thereon painted and in good repair, all trees and plants properly trimmed, pruned and cared for in such manner that the lot will present an attractive appearance at all times.

6. All garbage and refuse originating or accumulating on any lot shall be kept in a securely covered metal, plastic, or concrete container, and regularly disposed of in accordance with the health regulations, ordinances and laws of St. Cloud, Florida.

7. The front, side, and rear yards of each lot will be fully sodded prior to the issuance of a certificate of occupancy.

PARAGRAPH XI
Signs

No signs or other advertising device of any character shall be erected, posted, pasted, displayed or permitted upon or about any part of said property except one sign of not more than two (2) square feet in area, advertising the property for sale or rent, and signs used by a builder to advertise the property during construction and sales period. Signs in excess of two (2) square feet may be displayed after written approval of the Board, and review and recommendation of the Architectural Control Committee.

PARAGRAPH XII
Homeowners Association

There shall be created and established a non-profit Florida corporation known as the Pine Chase Estates Homeowner's Association, Inc., herein referred to as the Association.

PARAGRAPH XIII
Purpose and Membership of the Association

The purposes of the Association shall be all of the purposes set forth in the Articles of Incorporation of the Association. The Association shall provide an entity for the execution, performance, administration and enforcement of all of the terms and conditions of this Declaration, and for the maintenance of retention, drainage ditches, common areas, and landscaping and sign at the entrance. Each owner of a lot shall, by virtue of such ownership, be a member of the Association and shall possess one (1) vote for each lot owned, provided however, that the declarant shall possess five (5) votes for each lot owned by Declarant, and by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, each owner accepts such membership and acknowledges the authority of the Association to act as provided herein.

PARAGRAPH XIV
Fees, Dues and Assessments

The Declarant hereby covenants, creates and establishes, and each owner of any lot of the property described in Paragraph 1 hereof, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association, an annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes; and special assessment(s) referred to hereinafter as Municipal

Mandated Assessment for such purposes. Such assessments shall be in equal amounts against the owners of each lot.

PARAGRAPH XV
Procedures for the Establishment of Fees, Dues, Charges and Assessments

A. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the Articles of Incorporation and By-Laws of the Association and the following procedures:

1. Special Assessments against the owners of all of the lots and all other fees, dues and charges, may be established by the Board at any regular or special meeting, with 48 hour written notice to each property owner, recorded on the county tax roll, of the meeting intent. These assessments, other fees dues, and charges, shall be payable at such time or times as the Board shall direct.

2. The Board shall prepare a yearly roster of the properties and assessments applicable thereto which shall be kept by the secretary and shall be open to inspection by any owner. The Board shall, upon demand, furnish an owner liable for said assessment, a certificate in writing signed by the treasurer of the board, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

B. Municipal Mandated Assessments: In addition to the annual and assessments authorized above, any member-owner may apply to the governing body of the City of St. Cloud, the municipality in which the properties is located, for its determination, or the City of St. Cloud governing body on its own initiative may determine, that it is necessary to mandate and levy as assessment for the purpose of defraying, in whole or part, the cost of any maintenance, reconstruction, repair, or replacement of a capital improvement upon the Common Area to be performed by the City of St. Cloud by contract of by force account. Any such assessment shall be mandated and levied by an affirmative vote of two-thirds of the members of said governing body after written notice and public hearing as provided in Paragraph B (1) below.

1. Notice and Hearing for Municipal Mandated Assessment. Written notice of the public hearing set by the City of St. Cloud governing body for the purpose of action authorized under Paragraph B above, shall be sent to all members-owners.

2. Notice and Hearing for Municipal Mandated Assessments Written notice of any hearing set by the municipality for the purpose of taking any action authorized under Paragraph B above shall be sent to all members addressed to the address as shown by the most recent county ad valorem tax roll not less than thirty (30) days nor more than sixty (60) days in advance of hearing. At the hearing, any member in person or by attorney or attorney-in-fact, shall be heard.

C. Notices shall be deemed delivered when deposited with the United Stated Postal Service as registered or certified mail addressed to the address of the member-owner as shown by the most recent County Ad Valorem Tax Roll.

PARAGRAPH XVI
Enforcement of All Assessments and Creation of Liens

A. The collection of all assessments and creation of liens, by the Board of Directors, shall be in accordance with the following provisions:

1. If fees, dues, charges or assessments of any kind are not paid upon the date when due, such sums shall then be and become delinquent and shall, together with interest thereon, attorneys fees and all costs of collection, be and become a continuing lien and charge on the lot or lots owned by the member of the Association. Such liens shall bind all such property in the hands of the lot owner, his heirs, devisees, personal representatives, successors and/or assigns.

2. If the sums due are not paid within thirty (30) days after the delinquency date, such sums shall bear interest from the date of delinquency at the highest rate of interest which may be lawfully charged to individuals, and the Association may bring an action to foreclose the lien against the property in like manner as the foreclosure of a mortgage on real property, and there shall be added to the amount due in addition to the interest hereinabove set forth, all costs of collection, foreclosure and appeal, and all attorneys' fees incurred by the Association in connection with the collection, foreclosure and appeal. The judgment shall include all of said sums.

B. The cost due date(s) and effect of non-payment of Municipal Mandated Assessments and the subordination of Municipal Mandated Assessment liens to mortgages shall be as follows:

.. Upon completion of the assessment project, the amount of the Municipal Mandated Assessment shall be set by the governing body of the municipality but it shall not exceed the actual cost thereof including administrative cost which shall not exceed 10% of the direct cost. The Municipal Mandated Assessment shall be

due on the date(s) set by the governing body of the municipality provided written notice thereof shall be sent to every member addressed to the address as shown by the most recent county ad valorem tax roll not less than thirty (30) days prior to the due date, or first due date in the case of monthly payment. Any municipal mandated assessment not paid in full within thirty (30) days after the due date shall bear interest from the due date at a rate to be determined by the governing body of the municipality which shall not exceed 12% per annum. If any sum of money of any Municipality Mandated Assessment is not promptly paid within thirty (30) days next after the same becomes due, then the entire assessment or the entire balance unpaid thereon shall thereupon or thereafter at the option of the municipality be and become due and payable. The City of St. Cloud may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, or both. No owner may waive or otherwise escape liability for the Municipality Mandated Assessment provided for herein by non use of the common area or abandonment of his lot.

2. The lien of any Municipal Mandated Assessment provided for herein shall not be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the Municipal Mandated Assessment lien, and the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereany deed, or the purchaser under any contract of purchase, unless expressly so provided in such deed or contract of purchase.

2. Easements, reservations and rights of way may be reserved by Declarant, its successors and assigns, in any conveyance it or they may make of said property or any portion thereof.

3. Declarant may include in any contract or deed hereafter made additional protective covenants and restrictions not inconsistent with those contained herein.

4. No dwelling house, garage, outbuildinny deed, or the purchaser under any contract of purchase, unless expressly so provided in such deed or contract of purchase.

2. Easements, reservations and rights of way may be reserved by Declarant, its successors and assigns, in any conveyance it or they may make of said property or any portion thereof.

3. Declarant may include in any contract or deed hereafter made additional protective covenants and restrictions not inconsistent with those contained herein.

4. No dwelling house, garage, outbuilding, or other structure of any kind shall be built, erected, or maintained upon any easements, reservations or rights of way, and easements, reservations or rights of way shall, at all times, be open and

accessible to public or quasi-public utility corporations, and other persons erecting, constructing or servicing such utilities and quasi-public utilities, and to Declarant, its successors and assigns, all of whom shall have the right of ingress and egress thereto, and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights of way are reserved, or may hereafter be reserved; provided that all utilities, including but not limited to electric, water, sewer and cable television, shall be installed underground, with the exception of streetlights, TV antennas or satellite dishes, and the dedication of streets, easements and rights of way on said plat shall be subject to this restriction and the acceptance of such streets, easements and rights of way by any governmental agency shall be subject to this restriction.

PARAGRAPH XVIII
Scope, Duration of Covenants, Restrictions, Reservations, Servitudes, and Easements

1. All of the covenants, restrictions, reservations, and servitudes set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, equipment and maintenance of said property. Each grantee or purchaser under a contract of sale or agreement of purchase, accepts the same subject to the covenants, restrictions, reservations, servitudes and easements, set forth in this Declaration, and agrees to be bound by each such covenant, restriction, servitude and easement. These covenants, restrictions, reservations and servitudes [illegible] with the land and continue to be in full force and effect, except as hereinafter provided, for a period of twenty (20) years after the date hereof.

These covenants restrictions, reservations, servitudes and easements as in force upon the expiration of twenty (20) years after the date hereof, shall be continued automatically and without further notice from that time for successive periods of ten (10) years each, without limitation, unless within six months prior to the expiration of any successive ten (10) years thereafter, a written agreement executed by the then record owners of lots in the property subject to this Declaration, having an aggregate area equivalent to not less than 2/3 percent of the area of the total number of lots then subject to this Declaration shall be placed on record in the office of the Clerk of the Circuit Court of Osceola County, Florida, in which agreement any of the covenants, restrictions, reservations, and servitudes may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

2. In the event that any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easements as therein modified shall continue in force for successive periods of ten (10) years each, unless and until further changed, modified or extinguished in the manner herein provided.

3. Damages are hereby declared not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes, or easements of this Declaration, but such breach and the continuance thereof may be enjoined abated and remedied by appropriate proceedings by the Declarant, Association, or by any owner of any lot in said property.

PARAGRAPH XIX
Modification and Annulment of Covenants, Restrictions, Reservations, and Servitudes

Any of the covenants, restrictions, reservations, servitudes and easements contained in this Declaration may be annulled, waived, changed or modified with respect to all or any portion of said property by Declarant, with the written consent of the owner or owners of record of the property desiring such annulment, waiver, change or modification, provided however, any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

PARAGRAPH XX
Violations of Covenants, Restrictions, Reservations, Servitudes and Easements

A breach or violation of any of the covenants, restrictions, reservations, servitudes and easements shall give to the Declarant or Association the right to immediate entry upon the property upon which such violation exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing or condition that may be or exist thereon contrary to this Declaration, and to the true intent and meaning of the provisions hereof, and the Declarant or Association shall not be liable for any damages occasioned thereby. The result of every act of omission or commission or the violation of any covenant, restriction, reservation, servitude and easement hereof, whether such covenant, restriction, reservation, servitude and easement is violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such owner of any lot, and may be prohibited and enjoined by the owner of any lot in said property, by injunction. Such remedy shall be deemed cumulative and not exclusive.

Where an action, suit or other judicial proceeding is instituted or brought for the enforcement of these covenants, restrictions, servitudes and easements, the losing party in such litigation shall pay all expenses, including a reasonable attorney's fee, incurred by the other party in such legal proceeding.

PARAGRAPH XXI
Right to Enforce

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant, Association, or by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns. Failure by Declarant, Association, or by the owner or owners of any portion of said property or their legal representative, heirs, successors and assigns, to enforce any of such covenants, restrictions, reservations, servitudes and easements herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

PARAGRAPH XXII
Marginal Notes and Headings of Paragraphs

The marginal notes and headings as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference and in no way are, or are they intended to be, a part of this Declaration, or in any way define, limit or describe the scope or intent of that particular section or paragraph to which they refer.

PARAGRAPH XXIII
The Various Parts of This Declaration are Severable

In the event that any clause, subdivision, term, provision or part of this Declaration is adjudicated by final judgement of any Court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, subdivision, term, provisions or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration, and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable shall remain in full force and effect, and each and all of the paragraphs, subdivisions, terms, provisions or parts of this Declaration are hereby declared to be severable and independent of each other.

In Witness Whereof, Whaley Trade Partnership, a Florida General Partnership, has executed this Declaration under seal this 3rd day of April, 1989.

Signed, sealed and delivered
in the presence of:

WHALEY TRADE PARTNERSHIP,
A Florida General Partnership

Witness

By Barney Veal

Witness

STATE OF FLORIDA:

Before me, the undersigned, authority, personally appeared Barney Veal to me well known and known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed, and affixed thereto the corporation seal of said corporation. Witness my hand and official seal this 3rd day of April, 1989.

Notary Public
My Commission Expires:

89002040 89 APR -5 PM 12:05