

This document prepared by and returned to:
Patrick J. Burton, Esquire
Law Offices of John L. Di Masi, P.A.
801 N. Orange Avenue, Suite 500
Orlando, Florida 32801

NOTICE OF MARKETABLE TITLE ACTION

Pine Chase Estates Homeowners Association, Inc. (the "Association"), whose address is c/o Sentry Management, 601 E. Oak St. Suite C, Kissimmee, Florida 34744, has taken action to ensure that the Declaration of Covenants and Restrictions of Pine Chase Estates, which was recorded on April 5, 1989, at Official Records Book 0917, Page 0006, of the Public Records of Osceola County, Florida; as supplemented by that Declaration Encumbering Pine Chase Estates, Unit 3 with Covenants and Restrictions as set forth in Official Records Book 917, Page 6, recorded July 5, 1990 in Official Records Book 975, Page 1173, of the Public Records of Osceola County; as supplemented by the Declaration Encumbering Pine Chase Estates, Unit 3 with Covenants and Restrictions as set forth in Official Records Book 917, Page 6, recorded July 5, 1990, in Official Records Book 975, Page 1179, of the Public Records of Osceola County; as supplemented by Declaration Encumbering Pine Chase Estates, Unit 2 with Covenants and Restrictions as set forth in Official Records Book 917, Page 6, recorded on February 28, 1990, in Official Records Book 957, Page 2310, of the Public Records of Osceola County, Florida, (collectively referred to as the "Declaration"), Articles of Incorporation of Pine Chase Estates Homeowner's Association, Inc., and By-Laws of Pine Chase Estates Homeowner's Association, Inc., as may be amended from time to time, along with the Pine Chase Estates Homeowners Association, Inc., Rules and Regulations, in accordance with Section 712.05 and Section 712.06, currently burdening the property of each and every member of the Association, retain their status as the source of marketable title with regard to the transfer of a member's residence and encumber each and every parcel and lot in the Association as defined in the Declaration, to wit:

Pine Chase Estates Unit One as recorded in Plat Book 5, Pages 169, Public Records of Osceola County, Florida.

Pine Chase Estates Unit Two as recorded in Plat Book 6, Pages 62, Public Records of Osceola County, Florida.

Pine Chase Estates Unit Three as recorded in Plat Book 6, Pages 107, Public Records of Osceola County, Florida

This document prepared by and returned to:
Patrick J. Burton, Esquire
Law Offices of John L. Di Masi, P.A.
801 N. Orange Avenue, Suite 500
Orlando, Florida 32801

The Association has caused this Notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Osceola County, Florida, in accordance with Section 712.06, Florida Statutes. Additionally, the Association has attached the Affidavit required by Section 712.06(b), Florida Statutes, to this Notice as Exhibit "A". Copies of this Notice and its attachments and all documents described herein are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

Witnesses

Pine Chase Estate Homeowners Association, Inc.

Signature: Maria Garcia

Print Name: Maria Garcia

Sign: Ezra Joseph Rodriguez, Sr.
Print: Ezra Joseph Rodriguez, Sr. as the
President of Pine Chase Estates Homeowners
Association, Inc.

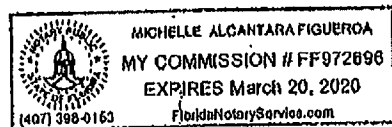
Signature: [Handwritten Signature]

Print Name: Triann Martinez

STATE OF FLORIDA)
)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 2nd day of March 2 2018, by Ezra Joseph Rodriguez who is the President of Pine Chase Estates Homeowners Association, Inc., who is personally known to me or who produced a Drivers License as identification, and did take oath.

Michelle Alcantara Figueroa
Notary Public
My Commission Expires: March 20, 2020



4823-5169-5193, v. 1

PINE CHASE ESTATES HOMEOWNERS ASSOCIATION, INC.
AFFIDAVIT IN SUPPORT OF MARKETABLE RECORD TITLE ACTION

STATE OF FLORIDA)
)
COUNTY OF OSCEOLA)

BEFORE ME, the undersigned authority, personally appeared, Ezra J. Rodriguez, Sr. who is the President of Pine Chase Estates Homeowners Association, Inc., (“Association”), (“Affiant”), who, being by me duly sworn, says:

1. That Affiant has personal knowledge of the facts contained in this Affidavit, is over the age of 18 years and is competent to testify to the matters set forth herein.

2. That Affiant is the President of Pine Chase Estates Homeowners Association, Inc.

3. That the purpose of this Affidavit is to support, confirm and verify the actions taken by the Association to preserve its covenants and restrictions recorded in the Public Records of Osceola County, Florida in compliance with Chapter 712, Florida Statutes (“Marketable Record Title Act”).

4. That on January 15, 2018, the Board of Directors for the Association conducted a meeting (“Board Meeting”) to take marketable record title action to preserve the Declaration of Declaration of Covenants and Restrictions of Pine Chase Estates, which was recorded on April 5, 1989, at Official Records Book 0917, Page 0006, of the Public Records of Osceola County, Florida as supplemented by that Declaration Encumbering Pine Chase Estates, Unit 3 with Covenants and Restrictions as set forth in Official Records Book 917, Page 6, recorded June 28, 1990 in Official Records Book 975, Page 1173, of the Public Records of Osceola County; as supplemented by the Declaration Encumbering Pine Chase Estates, Unit 3 with Covenants and Restrictions as set forth in Official Records Book 917, Page 6, recorded July 5, 1990, in Official Records Book 975, Page 1179, of the Public Records of Osceola County; as supplemented by Declaration Encumbering Pine Chase Estates, Unit 2 with Covenants and Restrictions as set forth in Official Records Book 917, Page 6, recorded on February 1, 1990, in Official Records Book 975, Page 2310, of the Public Records of Osceola County, Florida, (collectively referred to as the “Declaration”), Articles of Incorporation of Pine Chase Estates Homeowner’s Association, Inc.,

and By-Laws of Pine Chase Estates Homeowner's Association, Inc., as may be amended from time to time, along with the Pine Chase Estates Homeowners Association, Inc., Rules and Regulations, in accordance with Section 712.05 and Section 712.06,, in accordance with Section 712.05 and Section 712.06, in compliance with the Marketable Record Title Act.

5. That, in accordance with Section 712.05(1), Florida Statutes, on December 1ST, 2017, the Association caused the Notice of Meeting of the Board of Directors with Statement of Marketable Title Action attached to this Affidavit as Exhibit "A", to be mailed to the members of the Association more than seven (7) days prior to the Board Meeting.

6. That, at the Board Meeting, more than two-thirds (2/3) of the Directors on the Association's Board of Directors approved the Notice of Marketable Title Action, for the purpose of preserving the Association's Declaration recorded in the Public Records of Osceola County, Florida, and Articles of Incorporation of Pine Chase Estates Homeowners Association, Inc., By-Laws of Pine Chase Estates Homeowners Association, Inc., and the Association's Rules in accordance with Section 712.05 and Section 712.06, Florida Statutes, true and correct copies of which, along with the amendments thereto are attached hereto and incorporated within as Composite Exhibit "B".

7. That, at the Board Meeting, the Board authorized the undersigned to execute the Notice of Marketable Title Action on behalf of the Association and cause the original, executed Notice of Marketable Title Action to be recorded in the Public Records of Osceola County, Florida, in accordance with Section 712.06, Florida Statutes.

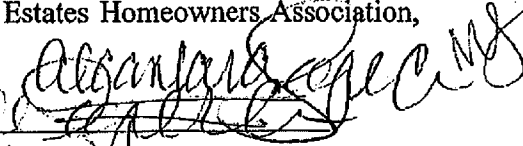
Signature on Following Page

FURTHER AFFIANT SAITH NOT.

AFFIANT

Ezra J. Rodriguez, Sr.
as the President of Pine Chase Estates
Homeowners Association, Inc.

SWORN TO AND SUBSCRIBED before me this 13th day of June, 2018, by
Ezra J. Rodriguez, Sr. who is the President of Pine Chase Estates Homeowners Association,
Inc., and is personally known to me, and who did take an oath.


Michelle Alcantara Figueroa
Notary Public
My Commission Expires: MARCH 20, 2020



4817-3002-0697, v. 1

PINE CHASE ESTATES HOMEOWNERS ASSOCIATION, INC.
NOTICE OF MEETING OF THE BOARD OF DIRECTORS

DATE: January 15, 2018
TIME: 6:30 P.M.
PLACE: ST. CLOUD POLICE DEPARMENT
4700 NEPTUNE ROAD
ST. CLOUD, FLORIDA 34769

STATEMENT OF MARKETABLE TITLE ACTION

Pine Chase Estates Homeowners Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants and Restrictions of Pine Chase Estates, which was recorded on April 5, 1989, at Official Records Book 0917, Page 0006, of the Public Records of Osceola County, Florida; as supplemented by that Declaration Encumbering Pine Chase Estates, Unit 3 with Covenants and Restrictions as set forth in Official Records Book 917, Page 6, recorded June 28, 1990 in Official Records Book 975, Page 1173, of the Public Records of Osceola County; as supplemented by the Declaration Encumbering Pine Chase Estates, Unit 3 with Covenants and Restrictions as set forth in Official Records Book 917, Page 6, recorded July 5, 1990, in Official Records Book 975, Page 1179, of the Public Records of Osceola County; as supplemented by Declaration Encumbering Pine Chase Estates, Unit 2 with Covenants and Restrictions as set forth in Official Records Book 917, Page 6, recorded on February 1, 1990, in Official Records Book 975, Page 2310, of the Public Records of Osceola County, Florida, (collectively referred to as the "Declaration"), Articles of Incorporation of Pine Chase Estates Homeowner's Association, Inc., and By-Laws of Pine Chase Estates Homeowner's Association, Inc., as may be amended from time to time, along with the Pine Chase Estates Homeowners Association, Inc., Rules and Regulations, in accordance with Section 712.05 and Section 712.06, Florida Statutes, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, a copy of which is attached hereto, to be recorded in the Public Records of Osceola County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

**DECLARATION OF COVENANTS AND RESTRICTIONS
ON PINE CHASE ESTATES**

This Declaration, made by Hhalay 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.

Page 1

PART OR PARTS OF THIS INSTRUMENT
NOT OF QUALITY TO BE REPRODUCED
LEGIBLY. RECORDING CLERK

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.

PAGE 2

PART OR PARTS OF THIS INSTRUMENT
NOT OF QUALITY TO BE REPRODUCED
LEGIBLY. RECORDING CLERK

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.

Page 3

PART OR PARTS OF THIS INSTRUMENT
NOT OF QUALITY TO BE REPRODUCED
LEGIBLY. RECORDING CLERK

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.

Page 4

PART OF PAGE OF THIS INSTRUMENT
NOT OF RECORD TO BE REPRODUCED
LEGIBLY. RECORDING CLERK

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.

PART OR PARTS OF THIS INSTRUMENT
NOT TO BE REPRODUCED
LEGIBLY, RECORDING CLERK

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

Page 6

PART OF PARTS OF THIS INSTRUMENT
NOT OF QUALITY TO BE RECORDED
LEGISL. RECORDING CLERK

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.

PART OR PARTS OF THIS INSTRUMENT
NOT OF QUALITY TO BE REPRODUCED
LEGIBLY, RECORDING CLERK

PARAGRAPH X
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 another 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.

PART OR PARTS OF THIS INSTRUMENT
NOT OF QUALITY TO BE REPRODUCED
LEGALLY. RECORDING CLERK

**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 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 operating the Association and accomplishing any and all of its purposes, and special assessment(s) referred to hereinafter as Municipal

PART OR PARTS OF THIS INSTRUMENT
NOT TO BE REPRODUCED
LEGISLATIVE RECORDING CLERK

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 Assessment. 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 an 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 or 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.

Page 10

PART OR PARTS OF THIS INSTRUMENT
 NOT OF QUALITY TO BE REPRODUCED
 LEGIBLY. RECORDING CLERK

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 States 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:

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

Page 11

PART OR PARTS OF THIS INSTRUMENT
 NOT OF QUALITY TO BE REPRODUCED
 LEGIBLY. RECORDING CLERK

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 thereof, 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

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 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.

Page 13

PART OR PARTS OF THIS INSTRUMENT
NOT OF QUALITY TO BE REPRODUCED
LEGISL. RECORDING CLERK

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.

Page 14

PART OR PARTS OF THIS INSTRUMENT NOT BE SUBJECT TO BE REPRODUCED LEGISLATIVE RECORDS BUREAU

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 judgment 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, Hhaley 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:

HHALEY TRADE PARTNERSHIP, A Florida General Partnership

Barney Veal
Witness
Betty C. Homes
Witness

By Barney Veal

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.

Barney Veal
Notary Public
My Commission Expires

FILED - RECORDED AND
RECORD VERIFIED
MEL WALLS, JR., CLERK
OSCEOLA COUNTY

BY Barney Veal
DC



Page 16
PART OR PARTS OF THIS INSTRUMENT
NOT OF QUALITY TO BE REPRODUCED
LEGALLY. RECORDING CLERK

890020240
859 APR -5 PM 12:05

DECLARATION ENCUMBERING PINE CHASE ESTATES, UNIT 3
WITH COVENANTS AND RESTRICTIONS AS SET FORTH IN
OFFICIAL RECORD BOOK 917 AT PAGE 0000

This declaration is made by the owner of the subject property,
Winley 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 189 with the said
declaration recorded in Official Records Book 917 at Page 0000,
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 5 at Page 189, 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 1-5

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 1" on the Pine Chase Estates, Unit 3 Plot. 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, as lot in Pine Chase Units 1, 2, or 3 have on "Tract 1", and special assessment(s) referred to hereinafter as Municipal Mandated Assessment for such purposes. Such assessments shall be in proportional shares based on drainage use 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 lien thereof, shall not extinguish the lien of such Municipal Mandated Assessment as to payments which become 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 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 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 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 creation, 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 517 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

Angie Veal

Betty A. Thomas

FILED, REFILED AND
RECORD VERIFIED
MELWELL, JR. CLERK OF
SCREOLA COUNTY

St. _____

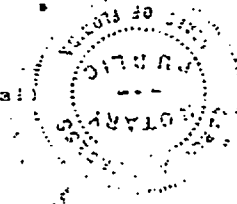
STATE OF FLORIDA
COUNTY OF SCREOLA

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 Nov 15, 1992

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



900040182

1990 JUN -5 AM 11:33

DECLARATION ENCUMBRING PINE CHASE ESTATES, UNIT 3
WITH COVENANTS AND RESTRICTIONS AS SET FORTH IN
OFFICIAL RECORD BOOK 917 AT PAGE 0000

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 188 with the said declaration recorded in Official Records Book 917 at Page 0000, 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 147, 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 10.

Amendment of Section 2 shall now read:

2. Each residence shall have a living area of not less than 1200 square feet, and apartment 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 Ordinance. 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:

Whaley Trade Partnership
1011 North Main Street, Suite 6
Kissimmee, Florida 34744

Paragraph IX "Construction Materials"

Amendment of Section 2 shall now read:

2. All exterior house 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 subdivision 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 107, 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) best authority, has executed this Declaration in the name of the partnership, Whaley Trade Partnership, a Florida General Partnership, this 27 day of June, 1990.

Signed, Sealed and Delivered
in the Presence of:

WHALEY TRADE PARTNERSHIP
A Florida General Partnership

Barney Veal (SEAL)
a Partner

Augusta Veal

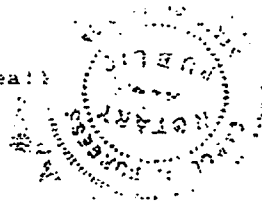
Dotty L. Keenan

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 to the 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 21 day of July 1990.

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

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



FILED
BY _____

900040183

1990 JUL -5 AM 11:33

DECLARATION EXPLAINING FINE CHASE ESTATES, UNIT 2
WITH COVENANTS AND RESTRICTIONS AS SET FORTH IN
OFFICIAL RECORD BOOK 917 AT PAGE 5006

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:

WHEREAS:

Whereas, Declarant has heretofore made a declaration of covenants and restrictions on Fine 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 5006, of said public records; and

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

Whereas, Declarant being the owner of lands described as Fine Chase Estates, Unit 2, the same specifically described on the plat hereof filed and recorded in the Office of the Clerk of the Circuit Court for Osceola County, Florida in Plat Book 6 at Page 162, desires to amend the said Fine Chase Estates, Unit 2, lands with the covenants and restrictions of said declaration;

NOW WHEREFORE:

Declarant, for and in consideration of the benefits to be derived therefrom does hereby amend the lands described as Fine Chase Estates, Unit 2, Plat Book 6, Page 162, Public Records of Osceola County, Florida with the covenants and restrictions of the said declaration recorded in Official Records Book 917 at Page 5006, of said public records.

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 1st day of February 1990.

Signed, Sealed and Delivered
in the Presence of:

WHALEY TRADE PARTNERSHIP
A Florida General Partnership

Barney Veal (SEAL)
A Partner

Barney Veal

Betty Himes

STATE OF FLORIDA
COUNTY OF OSCEOLA

FILED, RECORDED AND
RECORD VERIFIED
MEL WILSON, CLERK CIR CT
OSCEOLA COUNTY
BY [Signature]

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 1st day of February, 1990.

Richard [Signature]
Notary Public State of Florida
My Commission Expires: 07-01-96



This Instrument Prepared By
S. R. Thomson, Jr., City Attorney
1300 9th Street, St. Cloud, Fl 34769

000915617
DBK 915 215 PM 3 41

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of PINE CHASE ESTATES HOMEOWNER'S ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on March 20, 1989, as shown by the records of this office.

The document number of this corporation is N31257.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-third day of January, 2004



CR2EQ22 (2-03)

Glenda E. Hood
Glenda E. Hood
Secretary of State

ARTICLES OF INCORPORATION

OF

PINE CHASE ESTATES HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I.

The name of this corporation shall be Pine Chase Estates Homeowner's Association, Inc.

ARTICLE II.

The street address of the initial registered office of this corporation is 1011 No. Main Street, Suite 6, Kissimmee, Florida 32743, and the name of the initial registered agent of this corporation is Barney Veal, whose address is 1011 No. Main Street, Suite 6, Kissimmee, Florida 32743.

ARTICLE III.

The general nature, objects and purposes of the Association shall be:

This Association does not contemplate pecuniary gain or profit. No part of the income of the corporation shall be distributable to its members, directors or officers thereof. The specific purposes for which it is formed are to provide for maintenance, administration and enforcement of the Declaration of Covenants and Restrictions for Pine Chase Estates and the improvement and beautification of the Common Areas in Pine Chase Estates and any Additional property as defined in the Declaration. The Declaration of Covenants and Restrictions applicable to the Property and recorded or to be recorded in the Office of Public Records of Deceola County, Florida, may be amended from time to time as provided therein, said Declaration being incorporated herein as if set forth at length. The Association shall be for the further purpose to promote the health, safety and welfare of the Owners within the above described Property and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE IV.

The Association shall have all of the powers and duties reasonably necessary to operate and maintain the Association, including but not limited to, the following:

A. To exercise and enforce all of the powers, privileges and duties set forth in the above described Declaration as it presently exists and as it may be amended;

B. To establish, levy, collect and enforce payment of all fees, dues, charges or assessments pursuant to the terms of the aforesaid Declaration or By-Laws of the Association for all of the purposes of the Association and to create and establish reasonable reserves for all purposes;

C. To pay all expenses incident to the conduct of the business of the Association;

D. To promulgate or enforce rules, regulations, by-laws, covenants, restrictions of agreements to effectuate all of the purposes for which the Association is organized;

E. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property and to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association;

F. To charge recipients for services rendered by the Association and the user for the use of Association property where such is deemed appropriate by the Association;

G. To pay taxes and other charges, if any, on or against any property owned, used or accepted by the Association;

H. To borrow money and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for money borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payments for such obligations by mortgages, pledges or other instruments of trust, by liens upon or assignment of or agreement in regard to all or any part of the property rights or privileges of the Association; and

I. To exercise any and all powers, rights and privileges which a corporation organized under the laws of the State of Florida with regard to corporations not for profit may now or hereafter have or exercise under said laws.

ARTICLE V.

Every person or entity who is a Declarant, as defined in the Declaration, or record Owner, as defined in the Declaration, or a fee or undivided fee interest in any Building Site which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Property which is subject to assessment by the Association. Members shall be admitted upon acceptance of title, taking of or interest in the Property and written notices thereof to the Association.

President

Barney Veal

Vice President

Carole Veal

Secretary/Treasurer

Suzette Veal

ARTICLE IX.

The corporation shall have perpetual existence.

ARTICLE X.

The members of the Association shall adopt By-Laws consistent with these Articles and said By-Laws may be amended, altered or rescinded by the majority vote of the membership of the Association.

ARTICLE XI.

No contract or transaction between the Association and one or more of its officers or directors or between the Association and any other legal entity in which one or more of the officers or directors of the Association are interested in any manner, shall be invalid, void or voidable solely for that reason, or solely because an officer or director of the Association is present at or participates in the meeting of the Board of Directors of the Association or any committee thereof which authorized such a contract or transaction, or solely because of the vote of such officer or director in connection therewith. No officer or director of the Association shall incur a liability by reason of the fact that such officer or director is or may be interested in any such contract or transaction. Interested directors may be counted in determining the presence of a quorum at the meeting of the Board of Directors or any committee thereof which authorizes contracts or transactions.

The corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by, or in the right of, the corporation), by reason of the fact that he is or was a director, officer, employee, or agent of the corporation or the Declarant or Architectural Control Committee, or is or was serving at the request of the corporation, partnership, joint venture, trust, or request other enterprise against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding,

including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the corporation or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, Declarant or Architectural Control Committee or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

To the extent that a director, officer, employee, or agent of the corporation, Declarant, or Architectural Control Committee has been successful on the merits or otherwise in defense of any

1
4
7
5

7
0
1
3
6
0
1
4
7
7
2

action, suit, or proceeding referred to in subsection (1) or subsection (2), or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under subsection (1) of subsection (2), unless pursuant to a determination by a court, shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in subsection (1) or subsection (2). Such determination shall be made by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding or by the members by a majority vote of a quorum consisting of shareholders who were not parties to such action, suit, or proceeding.

Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the corporation in advance of the final disposition of such action, suit, or proceeding upon a preliminary determination following one of the procedures set forth in subsection (4) that the director, officer, employee, or agent met the applicable standard of conduct set forth in subsection (1) or subsection (2) and upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in this section.

The corporation shall make any other or further indemnification to persons (except an indemnification against gross negligence or willful misconduct) under any bylaw or agreement, approved by a majority of the members or disinterested directors, both as to action in the person's official capacity and as to action in any other capacity while holding such office.

Indemnification as provided in this section shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

If any expenses or other amounts are paid by way of indem-

7
0
1
3
5
0
1
4
7
8

nification otherwise than by court order or action by the members or by an insurance carrier pursuant to insurance maintained by the corporation, the corporation shall, not later than the time of delivery to members or written notice of the next annual meeting of shareholders, unless such meeting is held within 3 months from the date of such payment, and, in any event, within 15 months from the date of such payment, deliver either personally or by mail to each member of record at the time entitled to vote for the election of directors a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

ARTICLE XII.

This Association may be dissolved upon the written consent of four-fifths (4/5) of the votes entitled to be cast by the membership of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency and shall be used for purposes similar to those for which this Association was created. In the event that such dedication is refused or in the event that those persons voting for dissolution so indicate, such assets shall be granted, conveyed or assigned to any other non-profit corporation devoted to such similar purposes.

ARTICLE XIII.

1) These Articles may be altered, amended, or repealed in the following manner:

(a) The board of directors shall adopt a resolution setting forth the proposed amendment and, if members have been admitted, directing that it be submitted to a vote at a meeting of the members, which may be either the annual or a special meeting. If no members have been admitted, the amendment shall be adopted by a vote of two-thirds (2/3) of the directors and the provisions for adoption by members shall not apply.

(b) Within the time and in the manner provided in this chapter for the giving of notice of meetings of members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon. If the meeting is an annual

meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of two-thirds (2/3) of the votes of members entitled to vote thereon, unless any class of members is entitled to vote thereon as a class in which event the proposed amendment shall be adopted upon receiving both the affirmative vote of two-thirds (2/3) of the votes of members of each class entitled to vote thereon as a class and the affirmative vote of two-thirds (2/3) of the votes of all members entitled to vote thereon.

2) Any number of amendments may be submitted to the members and voted upon by them at one meeting.

3) If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment shall thereby be adopted same shall be adopted as though section (1) had been satisfied.

4) Unless otherwise provided in the articles of incorporation, the members may amend the articles of incorporation without an act of the directors at a meeting for which notice of the changes to be made is given.

5) The Declaration may be amended as set forth therein and such provision is not inconsistent with these Articles, including all rights of Declarant stated therein.

6) The articles of amendment shall be executed by the corporation by its president or a vice president and by its secretary or an assistant secretary and acknowledged by one of the officers signing such articles and shall set forth:

(a) The name of the corporation.

(b) The amendments so adopted.

(c) The date of the adoption of the amendment by the members or by the board of directors, managers, or trustees when no members have been admitted.

7) The articles of amendment shall be delivered to the Department of State.

ARTICLE XIV.

The names and addresses of the subscribers to these Articles of Incorporation are:

NAME

Barney Veal

Carole Veal

Suzette Veal

ADDRESS

2950 Old Canoe Creek Road
St. Cloud, Florida 32769

2950 Old Canoe Creek Road
St. Cloud, Florida 32769

1731 Cypress Court South
St. Cloud, Florida 32769

ARTICLE XV.

These Articles incorporate the Declaration and shall be construed and interpreted to be expansive, cumulative and consistent to the greatest extent possible and not inconsistent by reason of lack of inclusion or negative implication.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 16th day of March, 1989.

Barney Veal
Barney Veal, President

Carole Veal
Carole Veal, Vice President

Suzette Veal
Suzette Veal, Secretary/Treasurer

FILED
MAR 20 1989
ST. CLOUD, FLORIDA

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

Before me, the undersigned authority, personally appeared Barney Veal, Carole Veal and Suzette Veal, to me well known and known to be the persons described in and who executed the foregoing, and acknowledged before me that they executed same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and seal this 16th day of March, 1989.

[Signature]
Notary Public, State of Florida
My Commission expires:

articles 8

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES FEB. 9, 1993.

ACCEPTANCE

I, Barney Veal, hereby accept the designation as Resident Agent for Service of Process upon Pine Chase Estates Homeowner's Association, Inc., desiring to organize under the laws of the State of Florida, with its registered office at 1011 No. Main Street, Suite 6, Kissimmee, Florida 32741, hereby accept to act as Registered Agent for said corporation, and agree to comply with the provisions of the Florida Statutes, to keeping open said office, and upon whom process may be served.

Barney Veal
Barney Veal

FILED
JAN 20 1992

Pine Chase H.O.A.

By-Laws

Of :

Article One.

Organization.

1) The name of this organization shall be

Pine Chase Estates Homeowners Association, Inc.

2) The organization shall have a seal which shall be in the following form

3) The organization may at its pleasure by a vote of the membership body change its name.

7-M

**Article Two,
Purposes.**

**The following are the purposes for which this organization
has been organized**

- 1. To provide an entity for the execution, performance, administration, and enforcement of all the terms, and conditions of the Declaration of Covenants and Restrictions for Pine Chase Estates as recorded in Plat Book 917, page 0006, Osceola County, Florida**
- 2. Maintenance of retention and common areas, drainage ditches, common areas and landscaping and sign at the entrance.**

Article Three.

Membership.

**Membership in this organization shall be open to all who
are lot owners in Pine Chase Estates.**

Article Four.

Meetings.

The annual membership meeting of this organization shall be held on the 15 day of January each and every year except if such day be a legal holiday then and in that event the Board of Directors shall fix the day but it shall not be more than two weeks from the date fixed by these By-Laws. The Secretary shall cause to be mailed to every member in good standing at his address as it appears in the membership roll book of this organization a notice telling the time and place of such annual meeting.

Regular meetings of this organization shall be held as deemed appropriate.

The presence of not less than 4 of the 5 board members shall constitute a quorum and shall be necessary to conduct the business of this organization; but a lesser number may adjourn the meeting for a period of not more than 3 weeks from the date scheduled by these By-Laws and the secretary shall cause a notice of

this scheduled meeting to be sent to all those members who were not present at the meeting originally called. A quorum as herein before set forth shall be required at any adjourned meeting.

Special meetings of this organization may be called by the president when he deems it for the best interest of the organization. Notices of such meeting shall be mailed to all members at their addresses as they appear in the membership roll book at least 10 but not more than 30 days before the scheduled date set for such special meeting. Such notice shall state the reasons that such meeting has been called, the business to be transacted at such meeting and by whom called.

At the request of 4 members of the Board of Directors or 45 members of the organization the president shall cause a special meeting to be called but such request must be made in writing at least 14 days before the requested scheduled date.

No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

Article Five.

Voting.

At all meetings, except for the election of officers and directors, all votes shall be viva voce, except that for election of officers ballots shall be provided and there shall not appear any place on such ballot any mark or marking that might tend to indicate the person who cast such ballot.

At any regular or special meeting if a majority so requires any question may be voted upon in the manner and style provided for election of officers and directors.

At all votes by ballot the chairman of such meeting shall immediately prior to the commencement of balloting appoint a committee of three who shall act as "Inspectors of Election" and who shall at the conclusion of such balloting certify in writing to the Chairman the results and the certified copy shall be physically affixed in the minute book to the minutes of that meeting. .

No inspector of election shall be a candidate for office or shall be personally interested in the question voted upon.

Article Six.
Order of Business

- 1 - Roll Call.
- 2 - Reading of the minutes of the preceding meeting.
- 3 - Reports of Committees
- 4 - Reports of Officers.
- 5 - Old and Unfinished Business.
- 6 - New Business.
- 7 - Good and Welfare.
- 8 - Adjournments.

Article Seven.
Board of Directors.

The business of this organization shall be managed by a Board of Directors consisting of 5 members together with the officers of this organization. At least one of the directors elected shall be a resident of the State of Florida and a citizen of the United States.

The directors to be chosen for the ensuing year shall be chosen at the annual meeting of this organization in the same manner and style as the officers of this organization and they shall serve for a term of 1 years.

The Board of Directors shall have the control and management of the affairs and business of this organization. Such Board of Directors shall only act in the name of the organization when it shall be regularly convened by its chairman after due notice to all the directors of such meeting.

4 of the members of the Board of Directors shall constitute a quorum and the meetings of the Board of Directors shall be held regularly on the

Each director shall have one vote and such voting may not be done by proxy.

The Board of Directors may make such rules and regulations covering its meetings as it may in its discretion determine necessary.

Vacancies in the said Board of Directors shall be filled by a vote of the majority of the remaining members of the Board of Directors for the balance of the year.

The President of the organization by virtue of his office shall be Chairman of the Board of Directors. The Board of Directors shall select from one of their number a secretary.

A director may be removed when sufficient cause exists for such removal. The Board of Directors may entertain charges against any director. A director may be represented by counsel upon any removal hearing. The Board of Directors shall adopt such rules as it may in its discretion consider necessary for the best interests of the organization, for this hearing.

Article Eight.

Officers.

The officers of the organization shall be as follows:

President.	Barney Veal
Vice President.	Jose Asper-Diaz
Secretary.	Suzette Veal
Treasurer.	Suzette Veal

The President shall preside at all membership meetings.

**He shall by virtue of his office be Chairman of the Board of
Directors.**

**He shall present at each annual meeting of the organization
an annual report of the work of the organization.**

He shall appoint all committees, temporary or permanent.

**He shall see all books, reports and certificates as required
by law are properly kept or filed.**

**He shall be one of the officers who may sign the checks or
drafts of the organization.**

**He shall have such powers as may be reasonably construed
as belonging to the chief executive of any organization.**

The Vice President shall in the event of the absence or inability of the President to exercise his office become acting president of the organization with all the rights, privileges and powers as if he had been the duly elected president.

The Secretary shall keep the minutes and records of the organization in appropriate books.

It shall be his duty to file any certificate required by any statute, federal or state.

He shall give and serve all notices to members of this organization.

He shall be the official custodian of the records and seal of this organization.

He may be one of the officers required to sign the checks and drafts of the organization.

He shall present to the membership at any meetings any communication addressed to him as Secretary of the organization.

He shall submit to the Board of Directors any communications which shall be addressed to him as Secretary of the organization.

He shall attend to all correspondence of the organization and shall exercise all duties incident to the office of Secretary.

The Treasurer shall have the care and custody of all monies belonging to the organization and shall be solely responsible for such monies or securities of the organization. He shall cause to be deposited in a regular business bank or trust company a sum not exceeding \$5,000.00 and the balance of the funds of the organization shall be deposited in a savings bank except that the Board of Directors may cause such funds to be invested in such investments as shall be legal for a savings bank in the State of Florida.

He must be one of the officers who shall sign checks or drafts of the organization. No special fund may be set aside that shall make it unnecessary for the Treasurer to sign the checks issued upon it.

He shall render at stated periods as the Board of Directors shall determine a written account of the finances of the organization and such report shall be physically affixed to the minutes of the Board of Directors of such meeting.

He shall exercise all duties incident to the office of Treasurer.

Officers shall by virtue of their office be members of the Board of Directors.

No officer shall for reason of his office be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or director for receiving any compensation from the organization for duties other than as a director or officer.

Article Nine.

Salaries.

The Board of Directors shall hire and fix the compensation of any and all employees which they in their discretion may determine to be necessary in the conduct of the business of the organization.

Article Ten.

Committees.

All committees of this organization shall be organized by the Board and their term of office shall be for a period of one year or less if sooner terminated by the action of the Board.

The permanent committees shall be Architectural Control Committee.

Article Eleven.

Dues.

The dues of this organization shall be \$ determined per annum and shall be payable on the 15 day of July

Article Twelve.

Amendments.

These By-Laws may be altered, amended, repealed or
added to by an affirmative vote of not less than $\frac{2}{3}$ members.

**PINE CHASE ESTATES HOMEOWNERS ASSOCIATION, INC.
RULES & REGULATIONS***

The following rules and regulations shall govern the Pine Chase subdivision and shall apply to all Pine Chase homeowners and their relatives, children, guests/ invitees, personal representatives, and their tenants/ renters.

1. ALL vehicles must be parked either in the homeowner's driveway or inside the homeowner's garage. Homeowners will also be permitted to park between the sidewalk and street. No person shall stop, stand, or park a vehicle on a sidewalk per St. Cloud - Code of Ordinances Chapter 42, Article III, Sec. 42-61.
2. NO vehicles may be parked on any other portions of the lawns, or any other unpaved areas with the exception of those areas identified by the board.
3. Vehicles may be parked in the street as long as they are parked in the travel direction, see St. Cloud - Code of Ordinances Chapter 42, Article III, Sec. 42-61 for clarification.
4. NO commercial vehicles, recreational vehicles, tractors, trailers, or similar vehicles may be parked within view from the street and must fit and be enclosed within the homeowner's garage.
5. All trash containers shall be stored out of sight by the end of business day after pick up.
6. NO air conditioner unit shall be placed at the front of any house.
7. All interior window coverings if not shutters, shades or vertical blinds shall have white liners and shall face the front yard exterior or the street side in the case of corner lots.
8. No window air conditioning unit is allowed without prior approval.
9. All homes are to be used for residential purposes only.
10. 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, plants, and hedges SHALL be properly trimmed, pruned, and cared for in such manner that the lot will present an attractive appearance at all times. Excess grass clippings must be removed immediately after mowing. It shall not be allowed to remain on the yard or on any hard surface (e.g., road, driveway, and sidewalk). These clippings contain nutrients that could contribute to water pollution if they go down a storm drain or blow into a water body.
11. The front, side and rear yards of each home shall be fully sodded.
12. No Signs or other advertising device of any character shall be erected, posted, pasted, displayed or permitted on any part of said property except one sign of 2/SF in area advertising the property for sale or rent.
13. From time to time, the Pine Chase Estates Homeowners Association Board of Directors may issue additional rules and regulations for the benefit of the association.

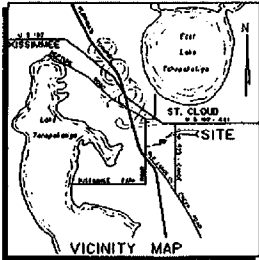
***NOTE:** The Pine Chase subdivision is a deed-restricted community. The rules above contain language taken from the "Declaration of Covenants, Conditions, and Restrictions" that each homeowner signed and received at their closing. If you purchased your home as a second owner, it is the first owner's responsibility to provide you a copy at your closing. If you rent your home, it is the responsibility of your leasing agent to provide you a copy with your lease.

Revised on 12/7/2015

RECORD PLAT OF

PINE CHASE ESTATES

UNIT TWO



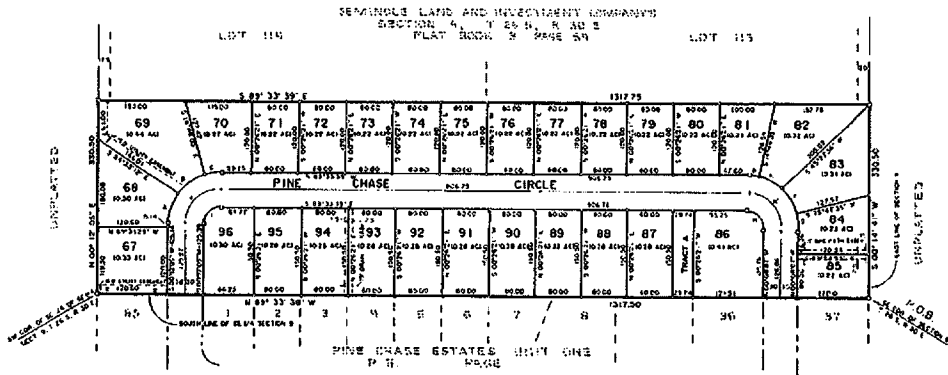
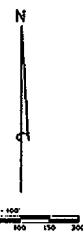
LEGAL DESCRIPTION

A REPLAT OF LOTS 127 AND 128 OF REMONDE LAND AND INVESTMENT COMPANY'S PLAT AS RECORDED IN PLAT BOOK 8, PAGE 24 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINS AT THE SOUTHWEST CORNER OF SECTION 9, T 26 S, R 30 E, OSCEOLA COUNTY, FLORIDA, RUN N 89° 33' 36" W, 40.06 FEET, SOUTH ALONG THE SOUTH LINE OF SECTION 9, 0.150 FEET TO THE SOUTHWEST CORNER OF THE SE 1/4 OF 1/4 OF SAID SECTION 9, RUN THENCE N 00° 12' 00" E, ALONG THE WEST LINE OF SAID SE 1/4 OF 1/4, 330.00 FEET, RUN THENCE S 89° 33' 36" E, ALONG THE SOUTH LINE OF LOTS 14 AND 13 OF SAID SEWELL LAND AND INVESTMENT COMPANY'S PLAT OF APPROX. SECTION 9, T 26 S, R 30 E, 137.70 FEET TO THE EAST LINE OF SAID SECTION 9, RUN THENCE S 00° 14' 47" W, 330.00 FEET TO THE POINT OF BEGINNING.

SECTION 9, TOWNSHIP 26 SOUTH, RANGE 30 EAST.

CITY OF SAINT CLOUD
OSCEOLA COUNTY, FLORIDA



- PERMANENT REFERENCE MONUMENTS
- PERMANENT CONTROL POINTS

THERE IS A 7.5 FT. DRAINAGE AND UTILITY EASEMENT ALONG THE FRONT LOT LINES OF ALL LOTS UNLESS OTHERWISE NOTED.

TRACT IS RESERVED FOR WATER MANAGEMENT DRAINAGE PURPOSES, AND IS SUBJECT TO THE PINE CHASE ESTATES HOMEOWNERS ASSOCIATION.

DEED RESTRICTIONS ARE MEMPHISIAN ASSOCIATION DEED AMENDMENT FILED IN DEED BOOK 087 PAGES 0002 AS AMENDMENT 2007-001 GROUP 1001333-0001-0001-0001-0001-0001-0001-0001-0001-0001-0001 OF OSCEOLA COUNTY, FLORIDA.

NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

Lot	Area	Length	Width	Area	Length	Width	Area
67	1033.311	117.77	8.80	1033.311	117.77	8.80	1033.311
68	1030.241	117.77	8.80	1030.241	117.77	8.80	1030.241
69	1034.401	117.77	8.80	1034.401	117.77	8.80	1034.401
70	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
71	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
72	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
73	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
74	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
75	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
76	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
77	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
78	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
79	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
80	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
81	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
82	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
83	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
84	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
85	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
86	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
87	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
88	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
89	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
90	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
91	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
92	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
93	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
94	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
95	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
96	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
97	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
98	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
99	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
100	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
101	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
102	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
103	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
104	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
105	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
106	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
107	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
108	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
109	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
110	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
111	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
112	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
113	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
114	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461
115	1037.461	117.77	8.80	1037.461	117.77	8.80	1037.461

Prepared by:
JOHNSONS ENGINEERS, INC.
200 SHAW BLVD.
KISSIMEE, FLORIDA 32743
305-647-7179

PLAT BOOK **6** PAGE **62**

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner in fee simple of the lands described in the foregoing caption to this plat, do hereby dedicate said lands and plat for the use and purposes therein expressed and dedicate the utility, drainage, and other easements shown hereon to the perpetual use of the public; BE WITNESS WHEREOF, The undersigned do hereby execute this plat in hand and seal on JULY 7, 1992.

WITNESSES:

WHALLEY TRADE PARTNERSHIP
A FLORIDA GENERAL PARTNERSHIP
Janet Bailey *Barney Veal*
BARNEY VEAL, PARTNER
Marcia A. Stephens

STATE OF FLORIDA COUNTY OF OSCEOLA
THIS IS TO CERTIFY, That on JULY 7, 1992
before me, an officer duly authorized to take acknowledgments in this State and County aforesaid, personally appeared

BARNEY VEAL, PARTNER

To me known to be the person described in and who executed the foregoing dedication and personally acknowledged the execution thereof to be his free act and deed for the use and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.
Barney McCurdy
NOTARY PUBLIC
My Commission Expires Oct. 4, 1992

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, do hereby certify that on January 29, 1992, I have completed the survey of the lands shown in the foregoing plat or plan, that said plat is a correct representation of the lands therein described and plotted as subdivided, that permanent reference monuments have been placed on shown thereon as required by Chapter 177, Florida Statutes, and that said land is located in Section 9, Township 26 South, Range 30 East, Osceola County, Florida.

W. JAMES WARD, JR.
Dist. 1, L.S. 75, 90 Registration No. 2367

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on July 7, 1992, the City Commission of Saint Cloud, Florida, approved the foregoing plat.
Albert S. Woods
MAYOR

ATTEST:
Barney Veal
CITY MANAGER

CERTIFICATE OF APPROVAL BY PLANNING BOARD

THIS IS TO CERTIFY, That on February 26, 1992, the Planning Board of the above Municipality approved the foregoing plat.
DRAWN BY

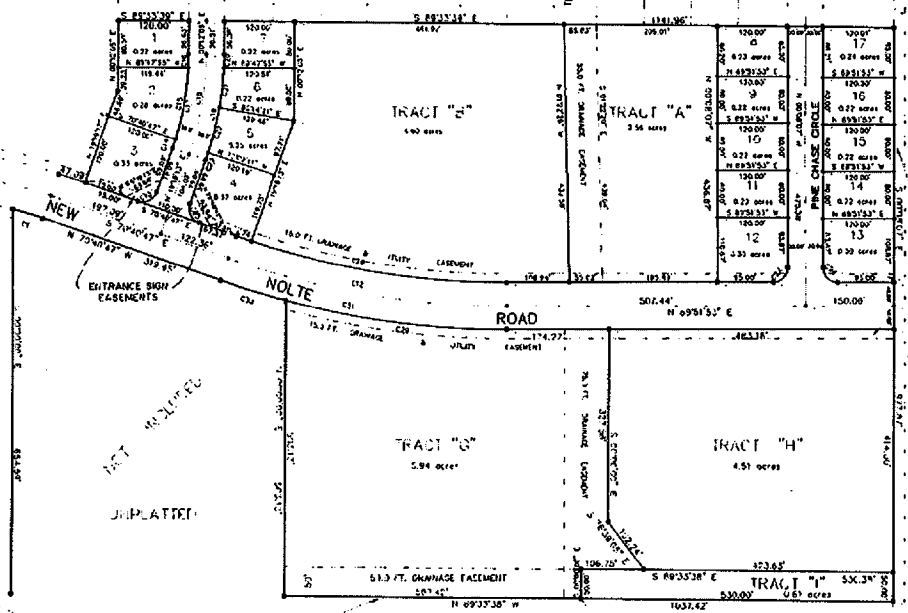
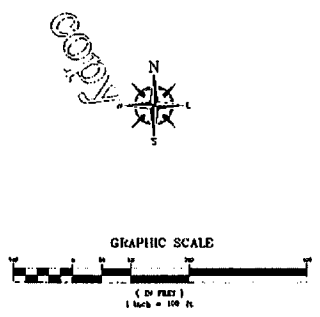
CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with the requirements of Chapter 177, Florida Statutes, and was filed for record on July 7, 1992, at 1:41 P.M., File No. 92-001187-14.
Michael Wilcox
Clerk of the Circuit Court
in and for Osceola County, Florida

NOTES:

- LOCATES PERMANENT REFERENCE MONUMENTS
 - SHOWS PERMANENT CURBLINE POINTS
- THERE MAY BE ADDITIONAL ASSURANCES THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- NOTE: THERE IS A MINIMUM TWENTY-FIVE (25) FOOT SETBACK FROM WEST NEW NOLTE ROAD FOR LOTS 3, 4, 12 and 13.
- THERE IS A 5.0 FOOT UTILITY AND DRAINAGE EASEMENT ALONG THE REAR AND SIDE LINES OF LOTS 1 THRU 17 INCLUSIVE.
- THERE IS A 10.0 FOOT UTILITY AND DRAINAGE EASEMENT ALONG THE FRONT OF LOTS 1 THRU 17 INCLUSIVE.
- ENTRANCE SIGN EASEMENTS SHOWN HEREON ARE RESERVED BY THE PINE CHASE ESTATES HOMEOWNERS ASSOCIATION, ITS SUCCESSORS OR ASSIGNS.

LOT	AREA	ACRES	PERMITS	REMARKS	FILE NO.
1	0.22	0.22			1977-18
2	0.22	0.22			1977-18
3	0.22	0.22			1977-18
4	0.22	0.22			1977-18
5	0.22	0.22			1977-18
6	0.22	0.22			1977-18
7	0.22	0.22			1977-18
8	0.22	0.22			1977-18
9	0.22	0.22			1977-18
10	0.22	0.22			1977-18
11	0.22	0.22			1977-18
12	0.22	0.22			1977-18
13	0.22	0.22			1977-18
14	0.22	0.22			1977-18
15	0.22	0.22			1977-18
16	0.22	0.22			1977-18
17	0.22	0.22			1977-18



JOHNSTON'S
 ENGINEERS, INC.
 1000 CENTRAL AVENUE, SUITE 100, SEASIDE, FLORIDA 32081
 AND PINE HAVEN, FLORIDA 32081

PINE CHASE UNIT III
 SHEET 3 OF 3