

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**PALM COVE ESTATES SUBDIVISION**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** made and entered into this 3<sup>rd</sup> day of July, 1989, by **CUSTOM QUALITY HOMES OF ORLANDO, INC.**, a Florida corporation, hereinafter referred to as "Developer".

**W I T N E S S E T H:**

**WHEREAS, CUSTOM QUALITY HOMES OF ORLANDO, INC.**, a Florida corporation, is the owner of certain real property known as **PALM COVE ESTATES**, a Subdivision, according to the Plat thereof as recorded in Plat Book 23, Page 128, Public Records of Orange County, Florida; and

**WHEREAS**, the above described real property and all additions thereto shall hereinafter collectively be referred to as the "Property"; and

**WHEREAS**, Developer owns certain additional real property adjacent to and surrounding the Property described above, which real property shall constitute additional phases of **PALM COVE ESTATES**, a Subdivision, each subsequent phase shall be known collectively as the "Property"; and

**WHEREAS**, it is contemplated that the Property is to be developed into single residential dwellings; and

**WHEREAS**, Developer desires to create a residential community of single family residences with certain roads, open space green belt areas and such other common facilities as may be specifically designated on the Plat of **PALM COVE ESTATES** for the benefit of said community; and

**WHEREAS**, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of open space green belt areas and other common facilities as may be specifically designated on the Plat of the Property and additions thereto and to this end, desires to subject the Property and the additions to the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and the additions to Property and each owner thereof; and

**WHEREAS**, Developer had deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities; administering and enforcing the covenants and

restrictions; collecting and disbursing the assessments and charges hereinafter created; and

**WHEREAS**, Developer has incorporated the Association referred to in Article I (as a non-profit corporation) under the laws of the State of Florida for the purpose of exercising the functions aforesaid;

**NOW, THEREFORE**, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") herein set forth.

## **ARTICLE I** **DEFINITIONS**

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

(a) **"Association"** shall mean and refer to **PALM COVE ESTATES HOME-OWNERS ASSOCIATION, INC.**, a Florida corporation not for profit.

(b) **"Property"** or **"Existing Property"** shall mean and refer to the Plat of **PALM COVE ESTATES** as recorded in Plat Book 23, Page 128, Public Records of Orange County, Florida.

(c) **"Additions to Existing Property"** shall mean and refer to real property other than the Existing Real Property which becomes subject to this Declaration or any Supplemental Declaration recorded pursuant to the provisions hereof.

(d) **"Common Property"** shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

(e) **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property and the Additions to Existing Property with the exception of Common Properties, as heretofore defined.

(f) **"Living Unit"** or **"Building"** shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single family.

(g) **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the free simple title to any Lot and Living Unit which is situated upon the Property but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of

foreclosure. Owner shall include any Builder who acquires fee simple title ownership to a Lot.

(h) **"Member"** shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(i) **"Developer"** or **"Declarant"** shall mean **CUSTOM QUALITY HOMES OF ORLANDO, INC.**, a Florida corporation; **STEER LAKE PARTNERSHIP**, a Florida general partnership, as the Developer of a subsequent phase of **PALM COVE ESTATES**; and the developing entity of any other subsequent phase not developed by **CUSTOM QUALITY HOMES OF ORLANDO, INC.** The term Developer shall also include any **Successor Developer**. A Successor Developer shall be a purchaser of undeveloped lots in the subdivision and shall be so designated a Successor Developer in the Deed of Conveyance from Developer to Successor Developer.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION:**  
**ADDITIONS THERETO**

**SECTION 1. Property or Existing Property.** The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Orange County, Florida, and is more particularly described as follows, to-wit:

Lots 1 to 27 inclusive, **PALM COVE ESTATES**, according to the Plat thereof, as recorded in Plat Book 23, Page 128, Public Records of Orange County, Florida.

**SECTION 2. Additions to Existing Property.**

(a) The Developer, from time to time, may, in his discretion, cause additional lands to become subject to the Declaration which additional lands have been hereinabove defined as Additions to Existing Property; but, under no circumstances shall Developer be required to make such additions and until such time as such are made to the Existing Property in the manner hereinafter set forth, real property owned by Developer other than Existing Property owned shall in no way be affected by or become subject to the Declaration.

(b) The real property to be added to the Existing Property and to become subject to the Declaration shall be developed and platted in such a manner to provide for the preservation of the values and amenities of the Existing Property.

(c) The additions authorized under this and the succeeding subsections, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the Additions to Existing Property which shall extend the scheme of the covenants and restrictions of the Declaration of such property; and such Supplementary Declaration may contain such complementary additions as may be nec-

essary to reflect the different character, if any, of the Additions to Existing Property; provided that said complementary additions are not inconsistent with the scheme of this Declaration.

(d) Additional land may be added to the Property or Existing Property by the Developer or its assigns without the consent of the Members provided that said land adjoins the Property or Existing Property. This Article II may not be amended without the consent of the Developer or its successors and assigns, so long as there exists Class B Membership.

**SECTION 3. Mergers.** Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

### **ARTICLE III** **MEMBERSHIP AND VOTING RIGHTS OF THE ASSOCIATION**

**SECTION 1. Membership.** Every person or entity who is an Owner of a fee simple or undivided fee simple interest in any Lot subject to assessment, the Developer, and any Builder who acquires title to a Lot, shall be Members of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**SECTION 2. Voting Rights.** The Association shall have two classes of voting membership:

**Class A.** Class A Members shall be every person or entity who is an Owner of a fee simple or undivided fee simple interest in any Lot with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot; but in no event shall more than one vote be cast with respect to any such Lot.

**Class B.** Class B Members shall be the Developer and the Class B Member shall have five (5) votes for each Lot or Living Unit owned by said Member located within the Property and Additions to Existing Property. The number of Lots and Living Units shall be based upon the plat of **PALM COVE ESTATES**. At the time an Additional Property is added to the Existing Property, the Developer shall have five (5)

votes for each Lot or Living Unit located or to be located in said Additional Property even if the plat is not recorded.

For the purpose of determining the votes allowed under this Section, when a Living Unit is counted, the Lot upon which such Living Unit is situated shall not be counted; and, notwithstanding anything to the contrary set forth herein, no tenant or lessees of a Lot or Living Unit shall be entitled to any voting rights in the Association; but said tenant or lessee shall, under Section 1 hereof be a non-voting Member of the Association.

The Class B membership shall cease and be converted to Class A membership on the 17<sup>th</sup> day of February, 1999.

## **ARTICLE IV**

### **PROPERTY RIGHTS IN THE COMMON PROPERTY**

**SECTION 1. Members' Easements of Enjoyment, Recreational Property and Parks.** Every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot and Living Unit.

**SECTION 2. Extent of Members' Easement.** The easement and right of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and

(b) The right of the Association, as provided in its Articles and Bylaws to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(c) The right of the Association to transfer all or any part of its interest in the Common Property as may be hereafter acquired to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions hereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes (as defined in Article III, Section 2) has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

**SECTION 3. Construction and Sales.** There is hereby reserved to the Developer, its designees, successors and assigns, (including without limitation, its agents, sales agents and representatives, and prospective purchasers of Lots), easements over the Common Property, for construction, utility lines, display, main-

tenance and exhibit purposes in connection with the erection of improvements and sale of Lots within the Property and for ingress and egress to and from construction sites at reasonable times; provided, however, that such use shall terminate upon the sale of all Lots by the Developer and its express successors and assigns and provided, further, that no such use by the Developer and others shall otherwise restrict the Owners in the reasonable use and enjoyment of the Common Property. Nothing herein shall prohibit the Developer its successors and assigns from maintaining a sales office on the Property.

## **ARTICLE V**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

**SECTION 1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot and Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment, together with such interest thereon and the cost of collection thereof as hereinafter provided, is owing and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

**SECTION 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in **PALM COVE ESTATES** as recorded in Plat Book 23, Page 128, Public Records of Orange County, Florida, including, but not limited to:

- (a) Payment of operating expenses of the Association;
- (b) Maintenance, landscaping, improvement and operation of Common Property, open space, easement areas and greenbelt areas;
- (c) Maintenance, landscaping, and improvement of entrance areas to the community;
- (d) Maintenance, landscaping and improvement of lands dedicated to the public which are located within or adjacent to the Property such as landscape berms along dedicated rights-of-way;
- (e) Maintenance, landscaping and improvement of screening walls located within or adjacent to the Property;
- (f) Payment of taxes, insurance, labor and equipment;

(g) Repayment of funds and interest thereon that have been or may be borrowed by the Association for any of the aforesaid purposes;

(h) Establishment of any necessary reserves to replace or repair any portion of the Common Property.

(i) Doing any other thing necessary or desirable in the judgment of said Association (acting through its Board of Directors), to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards.

**SECTION 3. Initial Assessment.** The Initial Assessment for each Lot shall be TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) and shall be due at the time title to a Lot is transferred from the Developer, its successors or assigns to an Owner, which term shall include any Builder even though said Builder intends to acquire the Lot solely for construction of a single-family residence for resale. The Initial Assessment shall be a one-time assessment, and shall be due in addition to the Annual Assessments as provided herein.

**SECTION 4. Basis and Maximum of Annual Assessments.** Until the year beginning January 1 following the conveyance of the first lot to an Owner the annual assessment shall be ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per Lot. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the annual assessment may be increased each year by the Board of Directors of the Association to an amount not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. The Board of Directors of the Association may fix the annual assessment without notice or meeting of Members provided such assessment does not exceed the maximum increase set forth above.

**SECTION 5. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that such assessment shall have the assent of two-thirds (2/3) of the votes (as defined in Article III, Section 2) of Members who are present in person or by proxy at a meeting duly called for that purpose, at which a quorum is present, written notice of which shall be sent to all Members at least ten (10) days in advance and shall set forth the purpose of the meeting.

**SECTION 6. Change in Basis and Maximum of Annual Assessments.** Subject to the limitations of Section 4 hereof, and the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Sec-

tion 4 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes (as defined in Article III, Section 2) of the Members who are present in person or by proxy, at a meeting duly called for that purpose, at which a quorum is present, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting; provided further that the limitations of Section 4 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 3, hereof.

**SECTION 7. Quorum For Any Action Authorized Under Sections 5 and 6.**

The Quorum required for any action authorized by Sections 5 and 6 hereof shall be as follows:

At the first meeting called, as provided in Sections 5 and 6 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes (as defined in Article III, Section 2) of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5 and 6, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than ten (10) days following the preceding meeting.

**SECTION 8. Date of Commencement of Annual Assessments; Due Dates.**

The annual assessments provided for herein shall commence on that date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement; provided, however, and notwithstanding anything to the contrary herein, no assessment shall be levied against a Lot or Lots owned by the Developer unless the Developer so agrees to such assessment in writing.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided in Section 3 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of an assessment period.

The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.



**SECTION 9. Duties of the Board of Directors.** In addition to such other duties vested in the Board of Directors of the Association in the Articles of Incorporation and the Bylaws of the Association, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot and Living Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**SECTION 10. Effect of Nonpayment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association.** If an assessment is not paid on the date when due (being the dates specified in Section 8 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot to which such assessment relates, which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, to which such assessment relates, and there shall be added to the amount of such assessment the costs of preparing and filing the Complaint in such action, and in the event a Judgment is obtained, such Judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of action. In the event the Association files a lien and said lien is satisfied without necessity of a lien foreclosure suit, the Association shall be entitled to the sum of Fifty (\$50.00) Dollars to offset the cost of the preparation of said lien together with all recording expenses for the filing of said lien.

The lien of the assessment provided for herein shall be subordinate to the lien of any institutional first mortgage or mortgages now or hereafter placed upon the Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

**SECTION 11. Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use.

(b) All Common Properties as defined in Article I.

(c) All properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

(d) All Lots held by Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said easements, charges or liens.

**SECTION 12. Uniform Rate of Assessment.** Both annual and special assessment must be fixed at a uniform rate for all Lots (regardless of size or location) and may be collected on a monthly basis.

## **ARTICLE VI** **MUNICIPAL SERVICE TAXING UNIT**

**SECTION 1.** Each Owner, by his acceptance of ownership of any interest in a Lot, agrees to be part of any Municipal Service Taxing Unit (MSTU) which may exist at the time of conveyance of said Lot.

**SECTION 2.** Each Owner, by acceptance of ownership of an interest in a Lot, consents and agrees to the formation of an MSTU which includes all of the Lots, said MSTU to be for the purpose of providing for the maintenance, landscaping, improvement or operation of water retention areas located on the Property and/or for the purpose of maintaining street lighting on the Property. Each Owner designates and appoints the Developer or the Association as his agent and attorney-in-fact with full power in his name, place and stead to execute such petitions or instruments as may be necessary to form such an MSTU. If necessary, each Owner agrees to promptly join in such instruments or petitions as may be necessary to form such an MSTU.

**ARTICLE VII**  
**ARCHITECTURAL CONTROL COMMITTEE AND**  
**REQUIREMENTS OF CONSTRUCTION**

**SECTION 1. Review by Committee.** No landscaping, grading, removal of trees, clearing, building, fence, driveway, patio, paved area, wall, swimming pool or other structure shall be commenced, erected or maintained upon the Property nor shall any exterior addition to or change, including painting, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, square footage, location and landscaping of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer, or by an architectural review board composed of three (3) or more representatives appointed by the Developer; and to the extent required by the Architectural Review Board ("ARB"), all structures shall reasonably blend with the natural surroundings. In this Article VII, the terms Architectural Review Board, ARB and Developer, shall be used interchangeably and constitute one and the same body. At such time as there are no longer any Class B Members, the members of the ARB shall be appointed by the Board of Directors of the Association.

In the event the Developer or the ARB fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Two (2) copies of all plans and relocated data shall be furnished the Association.

**SECTION 2. Planning Criteria.** Developer, in order to give guidelines concerning construction and maintenance of Living Units, hereby promulgates the **ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA** ("Planning Criteria") for the Subdivision, which are incorporated by reference herein. The Planning Criteria shall be maintained at the offices of Developer so long as Developer owns any Lot in the Subdivision. Developer declares that the Subdivision shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the Developer.

**SECTION 3. Set Back Lines.** Since the establishment of standard inflexible building set back lines of location of houses on Lots tend to force construction of houses both directly and behind and directly to the side of other homes with detrimental effects on privacy, preservation of important trees, et cetera, no specific set back lines are established by these covenants except that set back lines shall be no less than the minimum requirements established from time to time by Orange County, Florida. In order to assure, however, that location of houses will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each house and that the structures will be located with regard to the topography of each individual Lot, taking into consideration the location of large trees and similar considerations, the Developer shall have the right to

control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon the Property.

**SECTION 4. Completion of Construction and Use.** The exterior of all houses and other structures must be completed within eight (8) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities; and all houses and other structures on the Existing Property and the Additions to Existing Property shall be used for residential purposes exclusively.

**SECTION 5. Duties and Powers.** The Architectural Review Board or Developer shall have the following duties and powers:

(a) To amend from time to time the Planning Criteria. Any amendments shall be set forth in writing and be made known to all Builders. Any amendments shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) To approve all buildings, fences, walls, swimming pools, mailboxes or other structures which shall be commenced, erected or maintained upon the Subdivision and to approve any exterior additions thereto or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials, color, and location of the same, and shall approve in writing as to the harmony of the external design and location in relation to surrounding structures and topography;

(c) To approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding if, in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, or contemplated improvement is not consistent with the planned development of the Subdivision of **PALM COVE ESTATES;**

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

(e) To require each builder or homeowner to submit a set of plans and specifications to the ARB prior to obtaining a building permit, which set of plans and specifications shall become the property of the ARB. The work contemplated must be performed substantially in accordance with the plans and specifications as approved. All approvals of plans or specifications must be evidenced in writing by specifications furnished; and

(f) To charge a reasonable fee for review of plans and specifications.

**SECTION 6. Review Independent of Governmental Review and Permitting.** The ARB review process is independent of, and does not replace, normal governmental building plan review and building permit process. Approval of plans by the ARB shall not be deemed to be an approval of a building's structural integrity, safety, or compliance with applicable building codes. Refusal of approval of plans or specifications or location of improvements by the Developer or the ARB may be based upon any ground, including purely aesthetic grounds, which are deemed sufficient in the sole and uncontrolled discretion of the Developer or the ARB.

**SECTION 7. Enforcement of Planning Criteria.** The ARB or Developer shall have the right and obligation to enforce the provisions hereof relating to the Planning Criteria, as amended from time to time by the ARB. The ARB shall also have the right to waive any restrictions declared herein which the ARB may determine in a certain situation to be of a minor or insubstantial nature. Should any Owner or Builder fail to comply with the requirements hereof or of the Planning Criteria after thirty (30) days' written notice, the ARB or Developer shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. Should the ARB or Developer be required to enforce the provisions hereby by legal action, the costs of such action including any appeals thereof, reasonable attorneys' fees and costs, shall be collectible from the Owner. The ARB shall have the right and power to transfer and assign the right to enforce said restrictions to another person or legal entity, even though such person or legal entity may own no interest in the land to be benefited by such restrictions. The ARB or Developer or its agents or employees, shall not be liable to any Builder or Owner for any damages or injury to the property or person of the Owner unless caused by the gross negligence of the ARB or Developer.

**SECTION 8. Landscaping Requirements.** Each Lot shall be landscaped in accordance with a landscape plan approved by the ARB. The landscape plan or package submitted to the ARB for approval shall reflect a minimum budget of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Such budget shall be for the initial plant materials, trees and installation, exclusive of the cost of sod and the required underground irrigation system unless the ARB in consideration of the preservation and utilization of certain existing trees or plant life shall approve a budget of a lesser amount. The landscape plan shall also include three (3) trees of a variety to be approved by the ARB. Each tree must be two (2") inches in diameter at a point measured four (4') feet from the natural ground level. All sod must be of a St. Augustine variety. All landscaping approved by the ARB shall be installed within thirty (30) days after the completion of construction of the main dwelling on the Lot as evidenced by the issuance of a certificate of occupancy for such dwelling. Owner must sod and maintain that portion of the Property lying between the Owner's Lot and the curb of the existing pavement for the right-of-way.

**SECTION 9. Fences and Access to Adjoining Property.** The owners, their successors or assigns, of Lots 7 to 13 inclusive, **PALM COVE ESTATES**, as recorded in Plat Book 23, Page 128, Public Records of Orange County, Florida,

("PALM COVE ESTATES Subdivision"), shall not access their property from the rear lot line and shall construct a six (6') foot shadow box wood fence along the rear lot line of said lots. The owners, their successors or assigns, of Lots 14 to 17, **PALM COVE ESTATES Subdivision**, inclusive, shall construct a six (6') foot shadow box wood fence along the rear lot line of said lots; provided, however, the owner of Lot 12, **PALM COVE ESTATES Subdivision**, shall construct a six (6') foot shadow box wood fence along its northerly side yard.

## **ARTICLE VIII**

### **GENERAL RESTRICTIONS**

#### **SECTION 1. Lot Use.**

(a) No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not exceeding thirty-five (35) feet in height or two (2) stories together with a private attached garage. No open carports or detached garages shall be permitted. The minimum acceptable garage shall be a double car garage of suitable size to house two (2) standard size American automobiles. All garage doors must be maintained in a reasonable condition. No garage shall be converted to living quarters. No resident shall park any vehicle in any driveway or street, except a private passenger automobile or private passenger van. No resident shall park any pickup truck, boat, trailer, commercial van or other commercial or non-commercial vehicle in any driveway or street or on any part of a Lot. No non-operating or non-functioning vehicle of any kind shall be permitted to be parked in the yard or in the driveway of any Lot or on any street in the Property.

(b) An attached addition to the dwelling may be erected but only on condition that it shall not project beyond the front wall of the dwelling or structure as originally erected, and upon further condition that it and any breezeway or other structure connecting it with the dwelling shall conform in architecture, material and color to the dwelling.

(c) Private swimming pools may be constructed or erected on any Lot provided that no portion of any such pool or its appurtenances, including its fence, shall be closer to the rear or side Lot lines than the minimum distances respectively permitted by local ordinance, and provided further that such pools may be situated in the rear yard only. All living units shall be "pool planned".

(d) No fence shall be constructed or maintained on any Lot except a hedge, wood or masonry fence. Chain link fences are expressly prohibited; provided, however, the Park area will be enclosed by a chain link fence which fence and only said chain link fence shall be permitted. No fence of any kind shall be constructed or maintained in front of the rear line of the dwelling on any Lot (as such rear line is extended to each Lot line) except with the written approval of Developer. No permitted fence shall exceed in height the limitation established by local ordinances. Wood fences may be painted provided all colors must be approved by the ARB.

(e) No dwelling or any part thereof shall be used for any purpose except as a private dwelling for one family, nor shall any business of any kind be conducted therein. No business or trade of any kind, including transient rentals, or noxious or offensive activity shall be carried on upon any Lot within or without the dwelling, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trailer, tent, shack or other such structure shall be located, erected or used on any Lot, temporarily or permanently, except that building contractors may erect and maintain temporary structures, including trailers, during the period of residential building in the subdivision and as incident thereto.

(f) All Lots shall be maintained to a standard suitable for this type development. Each Lot must be sodded in its entirety exclusive of the building site and landscaped areas. No trees are to be planted between the curb and the sidewalk. If the Owner of any individual Lot fails to properly maintain or landscape his Lot, then Developer may, after ten (10) days' written notice, at its option, maintain and landscape the Lot and the Owner shall reimburse Developer for any costs and expenses incurred by Developer. All construction commenced on any Lot in **PALM COVE ESTATES** shall be completed within eight (8) months after commencement of construction. The failure by a Lot Owner to complete construction thereon within eight (8) months after commencement shall constitute a nuisance entitling Developer to damages and to injunctive relief.

**SECTION 2. Minimum Square Feet.** All dwellings erected on any Lot in the development shall be a quality of workmanship and materials suitable for a development of this type. No dwelling shall be erected on any Lot having less than one thousand eight hundred (1,800) square feet of heated and air conditioned living space, exclusive of open porches, garages and appurtenant structures. Each dwelling shall have a least two (2) outdoor spotlights, conforming with the Planning Criteria.

**SECTION 3. Drilling.** No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

**SECTION 4. Animals.** No reptiles, animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for dogs, birds or other usual and customary household pets, provided that the same are not kept, raised or maintained for business or commercial purposes or in numbers deemed unreasonable by the Developer or Association in the exercise of their reasonable discretion. Numbers in excess of two (2) of each such type of household pets (excluding aquarium-kept tropical fish) shall prima facie be considered unreasonable. All domestic pets shall either be kept on a leash and be within the control of the pet's owner or be kept within an enclosed area on the respective Owner's Lot.

**SECTION 5. Garbage.** Garbage or rubbish shall not be dumped or allowed to remain on any Lot. Garbage, rubbish or other debris, properly contained in a metal or plastic receptacle, shall be placed outside the dwelling for collection on the day, or after sunset on the day before scheduled collection, in accordance with the regulations of the collecting agency. At all other times, such receptacles shall be placed on the Lot so as not to be visible from the road.

**SECTION 6. Easements.**

(a) Perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer, water and drainage facilities, for the benefit of the adjoining land owners and/or Developer, authority, commission, municipality or other agency, supplying sewer, water and/or drainage facilities, are reserved as shown on the aforesaid subdivision plat; also, easements in general in and over each Lot for the installation of electrical, gas and telephone facilities. No building or structure shall be erected nor any paving laid nor any filling or excavation done within the easement areas occupied by or reserved for such facilities. The easements described herein shall be shown on the recorded plat as described above.

(b) Developer and its successors and assigns shall at all times have the right of ingress and egress over the aforesaid easements, and a right-of-way for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting any such sewer, water, drainage, electric, gas and telephone facilities within such easements and right-of-way areas, along the lines designated for such purposes on the aforesaid plat and shall also have an easement and right-of-way in general in and over each Lot for access to such easement areas and the facilities located therein, and for installing, operating, maintaining, repairing, inspecting and reading any meters appurtenant to such facilities.

**SECTION 7. Sewage and Water.** Prior to the occupancy of a residence on any Lot and Living Unit, proper and suitable provision shall be made for the disposal of sewage and for the service of water by the use of a septic tank or sewer system and connection with the water mains. No individual water supply system or individual sewage disposal system shall be permitted on any Lot without the approval of the ARB. The above does not restrict the right of any Owner to install, operate and maintain a water well on the premises for use only for swimming pools and irrigation.

**SECTION 8. Trees.** No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Association.

**SECTION 9. Billboards.** No billboards, sign boards or advertising devices shall be maintained on any Lot except that this clause shall not limit the right of the home builder or home builders from using billboards, sign boards or advertising devices in conjunction with the sale of residences being constructed by them. Further, nothing herein contained shall limit the right of individual homeowners from placing their own Lot one "For Sale" sign not larger than four (4) square feet.



**SECTION 10. Outside Installations.** No radio or television signals nor any other form or electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio received upon any other Lot. No outside antenna or satellite dish for radio or television shall be constructed, erected or maintained at any time on any Lot.

**SECTION 11. No Offensive Activity.** No noxious or offensive activity shall occur on any Lot. Nothing contained herein shall prohibit or impair the business of Developer and Builders in developing all of the Lots as single family residences.

**SECTION 12. Insurance.** No Owner shall do or keep on a Lot anything which would increase the rate of insurance relating thereto without the prior written consent of the ARB, and no Owner shall permit anything to be done or kept on his Lot which would result in the cancellation of insurance on any residence or which would be in violation of any law.

**SECTION 13. Garbage and Trash Disposal.** No Lot shall be or maintained as a dumping grounds for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except when required to be placed at the curb for pickup, all containers shall be kept within an enclosure, which enclosure shall be located out of sight from the front or side streets. There shall be no burning of trash or any other waste material.

**SECTION 14. Clotheslines.** No clotheslines shall be placed on any Lot at any time.

**SECTION 15. Window Air-Conditioning Units.** No window air conditioning units shall be permitted.

**SECTION 16. Concrete Block.** All concrete block construction shall be stuccoed.

**SECTION 17. Driveways.** All driveways shall be constructed of concrete or other materials to be approved by Developer or ARB. No gravel or blacktop driveways shall be permitted.

**SECTION 18. Recreational Facilities.** All basketball and similar recreational facilities shall be placed so that they shall be located behind the front wall of the dwelling or structure as originally constructed. Skateboard ramps and devices of a similar nature shall not be permitted.

**SECTION 19. Solar Systems.** No solar heating system or any solar system shall be installed on a roof or otherwise so that the solar system is visible from the front elevation of the Lot. The "front elevation" of the Lot shall mean that elevation of the Building constructed on the Lot that faces the street from which access to the Lot is provided.

**SECTION 20. Burning.** No burning of leaves, trash, rubbish, garbage or other waste materials of any type shall be permitted or conducted on Residential Property. Nothing herein contained, however, shall be deemed to prohibit the burning of wood, logs or charcoal in properly constructed or installed fireplaces, barbecue cookers or the like, whether inside or outside of any building or other structure located on a Lot.

**SECTION 21. Storage Tanks.** No storage tanks, including but not limited to, those for water, oil, propane gas, or other liquid, fuels or chemicals, including those used for swimming pools or the like, shall be permitted outside of a Building on a Lot unless the same shall be underground or placed inside of walls, fences, landscaping screens or similar type enclosures. In no event shall any of the same be visible from any adjacent or neighboring Lots or the platted roads.

**SECTION 22. Changes Affecting Drainage.** No Lot Owner, without the express prior written consent of the ARB or Developer, shall construct any improvements or make any changes to a Lot which shall have the result of changing, altering or affecting the natural or artificial water courses, canals, ditches, swales, ponds or drainage of the Property, and all construction, grading and landscaping shall conform to the drainage swale requirements set forth on the plat of the Property.

**SECTION 23. Construction Material.** Except the Developer, the Lot Owner may not store construction materials on a Lot for a period exceeding thirty (30) days without commencing construction, and if construction does not commence the Developer may remove such stored materials. Costs incurred in such removal by the Developer will become a lien on said Lot, accruing interest at the highest rate permitted by law. Construction, once commenced, shall be diligently pursued to completion.

**SECTION 24. Casualty.** No building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such condition for more than six (6) months from the time of destruction. If reconstruction or repair of any such Living Unit is not commenced within six (6) months, the Owner thereof shall raze or remove the same promptly from the Owner's Lot.

**SECTION 25. Rules and Regulations.** In addition to the foregoing restrictions on the use of Lots, the Association shall have the right, power and authority, subject to the prior written consent and approval of Developer (so long as there exists Class B Membership), to promulgate and impose reasonable rules and regulations governing and/or restricting the use of a Lot and to thereafter change, modify, alter, amend, rescind and augment any of the same; provided, however, that no rules or regulations so promulgated shall be in conflict with the provisions of this Declaration. Any such rules and regulations so promulgated by the Association shall be deemed promulgated when adopted by the Board of Directors of the Association and shall be applicable to and binding upon all Lots and the Owners thereof and their successors and assigns, as well as all guests or invitees of and all parties claiming by, through or under such Owners.

**SECTION 26. Developer's Rights.** Nothing contained in these Covenants and Restrictions shall be interpreted or construed to prevent the Developer, its express successors or assigns, or the Developer's contractors or subcontractors, from going or performing on all or any part of the Property owned or controlled by the Developer whatever the Developer deems reasonably necessary in connection with the completion of the development, including without limitation: (a) erecting, constructing, maintaining thereon, such structures as may be reasonably necessary for the conduct of the Developer's business of completing the development and establishing the Property as a residential community and disposing of the same in Lots and Living Units by sale, lease or otherwise; (b) conducting thereon its or their business; or (c) maintaining a sales office on any Lot or on the Property.

**SECTION 27. Waiver by Developer.** When a building or other structure has been erected, its construction commenced and the building is located on any Lot in a manner so as to constitute a violation or violations of these covenants and restrictions, the Developer shall have the right, but not the obligation, at any time to release the Lot, or portions of it, from any part of the covenants and restrictions as may be violated.

**ARTICLE IX**  
**SPECIAL RESTRICTIONS AFFECTING OPEN SPACE AREAS AND COMMON**  
**PROPERTIES, INCLUDING GREEN BELT AREAS AND PARKS**

**SECTION 1. General Intent.** It shall be the intent and purpose of these restrictions and covenants to maintain and enhance certain areas designated and shown on plats hereafter filed for record in the Office of the Clerk of the Court of Orange County, Florida with respect to the Property as open space areas parks or Common Properties.

**SECTION 2. Rights of Members.** To insure that land designated as open space areas, green belt areas and Common Properties will remain undeveloped and natural, a license for open space is hereby granted to the Members of the Association and no Owner of a Lot and Living Unit shall fence any portion of the open space areas, green belt areas or Common Properties or place a hedge thereon or cause the same to become obstructed in any manner whatsoever.

**SECTION 3. Buildings.** It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein and except as may be approved by the Board of Directors of the Association, shall be erected or caused to be placed on any lands shown and set aside on a recorded subdivision plat as a green belt area, open area, park or Common Property on plats hereafter filed for record in the Office of the Clerk of the Court of Orange County, Florida with respect to the Existing Property and the Additions to Existing Property.

**SECTION 4. Trash.** No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon the open space areas, green

belt areas, parks or Common Properties except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as open space area.

## **ARTICLE X**

### **GENERAL PROVISIONS**

**SECTION 1. Duration.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their representatives, legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

**SECTION 2. Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

### **SECTION 3. Enforcement.**

(a) In the event of a violation of or failure to comply with the provisions of the Declaration of Covenants, Conditions and Restrictions, and the failure of the Owner of the affected Lot, within fourteen (14) days following written notice by the Association of such violation or non-compliance and the nature thereof, to cure or remedy such violation, then the Developer, its successors or assigns and licensees, and/or the Association (acting through its Board of Directors) or its duly appointed employees, agents or contractors, shall have and are specifically granted the right and privilege of and an easement and license to enter upon the affected Lot or any portion or portions thereof or Improvements thereon, without being guilty of any trespass therefor, for the purpose of undertaking such acts or actions as may be reasonably necessary to cure or eliminate such violation, including injunctive relief; all at the sole cost and expense of the Owner of the affected Lot. Such costs and expenses, together with an overhead expense to the Association of fifteen percent (15%) of the total amount thereof shall be assessed by the Association as an Individual Lot Assessment as provided in this Declaration to the affected Lot and the Owner thereof. Any such Individual Lot Assessment shall be payable by the Owner of the affected Lot to the Association within ten (10) days after written notice of the amount thereof. Any such Individual Assessment not paid within said ten (10) day period shall become a lien on the affected Lot in accordance with the provisions of this Declaration.

(b) The Association, acting through its Board of Directors, and/or the Developer shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and other changes now or hereinafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver

of the right to do so thereafter. If the Association shall fail to enforce any covenant or restriction herein contained, then, after giving sixty (60) days' written notice to the Association any Lot Owner may proceed if the Association has not done so within said sixty (60) day period.

**SECTION 4. Easement Reserved Unto Developer Over Lots.** The Developer hereby reserves unto itself an easement over, upon, under and across all Lots as shown on any recorded subdivision plat of the Existing Property or Additions to Existing Property and such easement shall include, but shall not be limited to the right to use the said green belt area to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

**SECTION 5. Severability.** Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no wise effect any other provisions which shall remain in full force and effect.

**SECTION 6. Subdivision of Lots.** No Lot shall be subdivided, or boundaries changed except with the written consent of the Association.

**SECTION 7. Amendment by Developer.**

(a) Notwithstanding anything to the contrary contained herein, Developer shall have the right to amend this Declaration without the consent, approval or joinder of any other person or Owner except the Federal Housing Administration and/or the Veterans Administration if such amendment is required in order to cause this Declaration to comply with applicable FHA and/or VA requirements.

(b) As long as there exists a Class B Membership in the Association, the Developer may amend this Declaration, the Articles of Incorporation or the Bylaws of the Association to correct an omission or error, or to effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Lot Owners unless the affected Lot Owners consent in writing. The execution and recording of any amendment by the Developer pursuant hereto shall be conclusive evidence, however, that the amendment does not materially adversely affect substantial property rights of Lot Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided herein unless subsequently rescinded.

(c) The amendment of this Declaration, the Articles of Incorporation or Bylaws of the Association need be signed and acknowledged only by the Developer and need not be approved by the Association or Lot Owners or lienors or mortgagees of Lots, whether or not elsewhere required for an amendment.

(d) All amendments hereto shall be recorded in the Public Records of Orange County, Florida.

**SECTION 8. Amendments by Association.** The Declaration of Covenants and Restrictions may be amended, except as provided in Article II, Section 2(d) by a two-thirds (2/3) vote of the Board of Directors of the Association and any such amendment shall thereafter be recorded in the Public Records of Orange County, Florida, and shall thereupon become a part of this Declaration of Covenants and Restrictions as though the same were first set out herein.

**IN WITNESS WHEREOF**, the undersigned, being the Developer herein, has hereunto set its hand and seal the 17<sup>th</sup> day of February, 1989.

Signed, sealed and delivered  
In the presence of:

**CUSTOM QUALITY HOMES OF  
ORLANDO, INC.,** a Florida corporation

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Willy Moenssens  
As its: President

(CORPORATE SEAL)

**STATE OF FLORIDA  
COUNTY OF ORANGE**

**BEFORE ME** personally appeared **WILLY MOENSSENS** as President of **CUSTOM QUALITY HOMES OF ORLANDO, INC.,** a Florida corporation, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed such instrument and that said instrument is the free act and deed of said corporation.

**WITNESS** my hand and official seal this 17<sup>th</sup> day of February, 1989.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## **JOINDER OF MORTGAGEE**

**ORANGE BANK**, being the owner and holder of that certain Mortgage and Security Agreement executed by **CUSTOM QUALITY HOMES OF ORLANDO, INC.**, a Florida corporation, as Mortgagor, to and in favor of **ORANGE BANK**, as Mortgagee, dated the 1<sup>st</sup> day of February, 1989, and recorded on the 1<sup>st</sup> day of February, 1989 in Official Records Book 4052 at Page 3213, et seq., of the Public Records of Orange County, Florida (the "Mortgage"), hereby joins in the execution of the within and foregoing Declaration of Covenants, Conditions and Restrictions (the "Declaration"), for the express purpose of manifesting its agreement with and consent to the recordation of the Declaration and for the further purpose of subordinating, and it does hereby subordinate, the lien and encumbrance of the aforesaid Mortgage to each and every one of the covenants, conditions, restrictions, easements and reservations set forth in the Declaration.

**IN WITNESS WHEREOF**, the said **ORANGE BANK** has caused these presents to be executed by its undersigned officers thereunto duly authorized on this 21<sup>st</sup> day of February, 1989.

Signed, sealed and delivered  
in the presence of:

**ORANGE BANK:**

By: \_\_\_\_\_

Name: Dorothy A. Kirston

Title: Vice President

Attest: \_\_\_\_\_

Name: Glenda Martin

Title: Vice President

**STATE OF FLORIDA  
COUNTY OF ORANGE**

**THE FOREGOING INSTRUMENT** was acknowledged before me this 21<sup>st</sup> day of February, 1989 by Dorothy A. Kriston as Vice President, and Glenda Martin as Vice President of **ORANGE BANK**, on behalf of the Bank.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**SECOND SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
PALM COVE ESTATES**

This **Second Supplemental Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates III** (the "**Second Supplemental Declaration**") is executed this 20<sup>th</sup>, day of November, 1991, by **Steer Lake Partnership, a Florida General Partnership** (the "**Declarant**").

**WHEREAS, Custom Quality Homes of Orlando, Inc., a Florida Corporation, ("Custom Quality")** caused to be filed that certain **Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates** in Official Records Book 4095, Page 1448, Public Records of Orange County, Florida, (the "**Declaration**") which related to and governed certain activities on the real property as more specifically described in said Declaration; and

**WHEREAS, said Declaration** designated **Steer Lake Partnership, a Florida General Partnership**, as being a Declarant or Developer as defined in said **Declaration** and as having all the right, title and interest as Declarant or Developer into and under the Declaration; and

**WHEREAS, pursuant to the terms of the Declaration, Steer Lake Partnership, a Florida General Partnership**, is the Declarant or Developer under the Declaration; and

**WHEREAS, Declarant** may, pursuant to the terms and conditions of the Declaration, from time to time unilaterally supplement and amend the Declaration so as to extend the application of the Declaration to additional real property; and

**WHEREAS, pursuant to its rights as set forth in the Declaration, Declarant** did cause to be recorded a First Supplemental Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates adding a Phase II to the Palm Cove subdivision, said First Supplemental being recorded at O.R. Book 4300, Page 1730, Public Records of Orange County, Florida.

**WHEREAS, the real property described on Exhibit "A"** attached hereto and incorporated herein is contemplated to be brought within and made subject to the Declaration and known as **PALM COVE ESTATES III**; and

**WHEREAS, Declarant** now desires to supplement and amend the Declaration to add **PALM COVE ESTATES III** more particularly described on the attached **Exhibit "A"** (the "**Additional Property**").

**NOW, THEREFORE, Declarant** supplements and amends the Declaration as follows:

A. **Article II, Section 1** is amended to add thereto the following:



Pursuant to Article II, Section 2 of the Declaration, Declarant hereby supplements and amends the Declaration to add the **Additional Property ("PALM COVE ESTATES III")** as more specifically described on Exhibit "A" attached hereto.

B. **Article V, Section 2** is amended to add thereto the following:

(M) Maintenance of Tract E as shown on the plat of Palm Cove Estates III as recorded at Plat Book 29, Pages 82 and 83, Public Records of Orange County, Florida.

(N) Maintenance of a wall to be constructed by Orange County along the rear lot lines of Lots 52 through 58, Palm Cove Estates III according to the plat thereof as recorded in Plat Book 29, Pages 82-83, Public Records of Orange County, Florida.

C. **Article IX, Section 5** is amended to add thereto the following:

Tract E as shown on the plat of Palm Cove Estates III is a designated conservation area, and said conservation area shall be the perpetual responsibility of the Association and may in no way be altered from its natural state. Activities prohibited within Conservation Area include, but are not limited to, (i) construction of roads or placing of buildings on or above ground; (ii) dumping or placing of soil or other substances such as trash; (iii) removal or destruction of trees, shrubs or other vegetation – with the exception of exotic vegetation removal; (iv) excavation, dredging or removal of soil material; (v) diking or fencing; (vi) any other activity detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

D. **Article IX, Section 6** is amended to add thereto the following:

There is hereby reserved and granted to the Developer the St. Johns River Water Management District, and Orange County their agents, employees, successors and assigns, the right and privilege to enter over, upon and across those areas designated as Tract D and E, on the Plat of Palm Cove Estates III as recorded in the Public Records of Orange County, Florida for the purpose of maintenance of said Areas. The Developer and the Association, their agents, employees, successors and assigns further reserve and are hereby granted an easement for the maintenance of an entry wall across Lots 52 through 58, Palm Cove Estates III. The rights, privileges and easements granted by this Section may be assigned by the Developer or the Association to Orange County, Florida, in the event a Municipal Service Taxing Unit (MSTU) is established to provide for the operation and maintenance of the Retention or Conservation Areas.

E. **Article X, Section 9** is amended to add thereto the following:

There shall be imposed upon Lots 29, 30, 31, 41, 42, 50 and 51, Palm Cove Estates III according to the plat thereof recorded at Plat Book 29, Pages 82 and 83, Public Records of Orange County, Florida, a specific obligation to maintain the shoreline and environmental swale located along the shore of Lake Legro (Tract E). All environmental swales are located above the conservation limits as established by the St. John's Water Management District and Orange County, Florida. All maintenance performed pursuant to this Section on the Declaration, the First Supplemental and the Second Supplemental thereto shall not conflict in any manner with the conservation easement over Tract E. In the event an Owner of a lot specified above fails to maintain said shoreline or environmental swale, then the Association may specifically enter upon the lot for the purpose of maintaining the shoreline. The cost of said maintenance shall be due to the Association within five (5) days of an invoice from the Association which invoice shall contain an administration fee due the Association of One Hundred (\$100.00) Dollars. If said invoice is not paid when due, the Association shall have all rights as set forth in Article V of the Declaration.

F. By executing a Joinder to this **Second Supplemental Declaration, Orange Bank ("Mortgagee")**, as the holder of a recorded Mortgage encumbering the Exhibit "A" Property, which Mortgage is recorded in Official Records Book 4052, Page 440, Public Records of Orange County, Florida, join in and consent to the addition of the Additional Property to the encumbrance of the Declaration.

**IN WITNESS WHEREOF**, the undersigned have executed this Second Supplemental Declaration this 20<sup>th</sup> day of November, 1991.

WITNESSES:

STEER LAKE PARTNERSHIP  
A Florida General Partnership

(\_\_\_\_\_  
Print Name Below Signature

By: ALMOND TREE ESTATES, INC.  
a Florida corporation, as  
Managing Partner

(\_\_\_\_\_  
Print Name Below Signature

By: \_\_\_\_\_  
WILLIAM H. SILLIMAN  
As Its: President

(CORPORATE SEAL)

(DECLARANT)

**STATE OF FLORIDA  
COUNTY OF ORANGE**

BEFORE ME personally appeared William M. Silliman as President of ALMOND TREE ESTATES, INC., a Florida Corporation, as Managing Partner of Steer Lake Partnership, a Florida General Partnership, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed such instrument and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 20<sup>th</sup> day November, 1991.

(\_\_\_\_\_)

Print Name Below Signature

Notary Public

My Commission Expires:

## **LEGAL DESCRIPTION**

Lots 29 to 58, inclusive, Tracts D and E, PALM COVE ESTATES III, according to the plat thereof as recorded in Plat Book 29, Pages 82 and 83, Public Records of Orange County, Florida.

EXHIBIT "A"

**THIRD SUPPLEMENTAL**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**PALM COVE ESTATES IV**

KNOW ALL MEN BY THESE PRESENTS, that this Third Supplemental Declaration of Covenants, Conditions and Restrictions made and entered into by Steer Lake Partnership, a Florida general partnership, herein referred to as DECLARANT.

W I T N E S S E T H

WHEREAS, Custom Quality Homes of Orlando, Inc., a Florida Corporation (hereinafter referred to as "Custom Quality"), caused to be filed that certain Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates in Official Records Book 4095, Page 1448, Public Records of Orange County, Florida (hereinafter referred to as the "Declaration"), which related to and governed certain activities on the real property as more specifically described in said Declaration; and

WHEREAS, said Declaration designated Steer Lake Partnership, a Florida general partnership, as being a Declarant or Developer as defined in said Declaration and as having all the right, title and interest as Declarant or Developer into and under the Declaration; and

WHEREAS, Declarant may, pursuant to the terms and conditions of the Declaration, from time to time unilaterally supplement and amend the Declaration so as to extend the application of the Declaration to additional real property; and

WHEREAS, Declarant may, pursuant to the terms and conditions of the Declaration, from time to time unilaterally supplement and amend the Declaration so as to make such amendments as may be required in order to cause the Declaration to comply with applicable FHA and/or VA requirements; and

WHEREAS, Declarant, pursuant to the terms and conditions of the Declaration, from time to time may amend and supplement the Declaration so as to make such amendments as may be required in order to cause the Declarations to comply with FHA and/or VA requirements; and

WHEREAS, pursuant to its rights as set forth in the Declaration, Declarant did cause to be recorded a First Supplemental Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates adding a Phase II to the Palm Cove subdivision, said First Supplemental being recorded at O.R. Book 4300, Page 1730, Public Records of Orange County, Florida; and

WHEREAS, DECLARANT also caused to be filed that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates adding a Phase III to the Palm Cove Subdivision, said Second Supplemental being recorded in Official Records Book 4379, Page 0677, Public Records of Orange County, Florida; and

WHEREAS, the real property described on Exhibit "A" attached hereto and incorporated herein is contemplated to be brought within and made subject to the Declaration and known as PALM COVE ESTATES IV; and

WHEREAS, DECLARANT deems it desirable to supplement and amend the Declaration of Covenants, Conditions and Restrictions to add Palm Cove Estates IV, more particularly described in the attached Exhibit "A" (hereinafter referred to as the "Additional Property"), and to make other amendments to the Declaration.

NOW, THEREFORE, DECLARANT hereby supplements and amends the aforesaid Declaration as follows:

1. Article II, Section 1 is amended to add thereto the following:

Pursuant to Article II, Section 2 of the Declaration, Declarant hereby supplements and amends the Declaration to add the Additional Property ("PALM COVE ESTATES IV") as more specifically described on Exhibit "A" attached hereto.

2. Article III, Section 2 is amended to delete the last full paragraph, adding in its place and stead the following:

The Class B membership shall cease and be converted to Class A membership on the 17<sup>th</sup> day of February, 1999, or when two-thirds (2/3) of all lots in all phases, including lots to be located in Palm Cove Estates IV, even if the plat thereof has not been recorded, are sold, whichever is first to occur.

3. A new Article IV, Section 4 is added as follows:

No part of the common area can be mortgaged or conveyed without the consent of at least two-thirds affirmative vote of the Lot Owners (excluding the Developer).

4. Article X, Section 7 is hereby amended to add thereto the following subparagraph:

(d) Notwithstanding anything to the contrary contained herein, DECLARANT shall have the right to amend this Declaration without the consent, approval, or joinder of any other person or owner if such amendment is required in order to allow for the final approval of the plat of Palm Cove Estates IV as added thereto.

(e) So long as there is a Class B membership, the following actions require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Annexation of additional properties, dedication of common area, and amendment to the Articles of Incorporation.

5. Article X, Section 8 is hereby deleted, adding in its place and stead the following:

Amendments by Association. This Declaration may be amended in whole or part by an instrument in recordable form duly executed by the DECLARANT (so long as it owns one or more Lots) and joined by not fewer than two-thirds (2/3) of the Lot Owners. No such amendment shall be effective until such time as it is duly recorded in the Public Records of Orange County, Florida.

As long as there is a Class B membership, the following actions will require approval of the Federal Housing Administration and/or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Property, dedication of Common Property, dissolution and amendment of these Articles.

6. Article V, Section 2 is amended to add thereto the following:

(o) Maintenance of any tract as shown on the plat of Palm Cove Estates IV which is not deeded to or dedicated to any governmental agency.

(p) Maintenance of a wall to be constructed along Apopka-Vineland Road Realignment.

7. Article IX, Section 5 is amended to add thereto the following:

Any tract shown on the plat of Palm Cove Estates IV which is designated conservation area shall be the perpetual responsibility of the Association and may in no way be altered from its natural state. Activities prohibited within the conservation area include, but are not limited to, (i) construction of roads or placing of buildings on or above ground; (ii) dumping or placing of soil or other substances such as trash; (iii) removal or destruction of trees, shrubs, or other vegetation — with the exception of exotic vegetation removal; (iv) excavation, dredging, or removal of soil material; (v) diking or fencing; (vi) any other activity detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

8. Article IX, Section 6 is amended to add thereto the following:

It is hereby reserved and granted to the Developer, the St. Johns River Water Management District, and Orange County, their agents, employees, successors and assigns, the right and privilege to enter over, upon, and across those areas designated on the plat of Palm Cove Estates IV as necessary for the purpose of maintenance of said areas. The Developer and the Association,

their agents, employees, successors and assigns further reserve and are hereby granted an easement for the maintenance if necessary for the screen wall to be constructed along Apopka-Vineland Road Realignment. The rights, privileges, and easements granted by this section may be assigned by the Developer or the Association to Orange County, Florida in the event a municipal service taxing unit is established to provide for the operation and maintenance of the retention or conservation areas.

9. Article X, Section 9 is amended to add thereto the following:

There shall be imposed upon any lots adjacent to any shoreline and/or environmental swale the specific obligation to maintain the shoreline and/or environmental swale. All maintenance pursuant to this section shall not conflict with any requirements of Orange County, Florida, the St. Johns Water Management District, or any other agency having jurisdiction over the property. In the event an owner of a lot specified above fails to maintain said shoreline and/or environmental swale, the Association may specifically enter upon the lot for the purpose of maintaining the shoreline. The cost of said maintenance shall be due to the Association within five (5) days of an invoice from the Association, which invoice shall contain an administration fee due the Association of \$100. If said invoice is not paid when due, the Association shall have all rights as set forth in Article V of the Declaration.

10. By executing a joinder to this Third Supplemental Declaration, Orange Bank ("Mortgagee"), as the holder of a recorded mortgage encumbering the Exhibit "A" property, which mortgage is recorded in Official Records Book 4052, page 440, Public Records of Orange County, Florida, join in and consent to the addition of the additional property to the encumbrance of the Declaration.

IN WITNESS WHEREOF, this Third Supplemental Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates IV has been duly executed this 12th, day of August, 1992.

STEER LAKE PARTNERSHIP,  
a Florida general partnership

By: \_\_\_\_\_  
As: \_\_\_\_\_

William R. Silliman  
1200 Palm Cove Dr.  
Orlando, FL 32835



**STATE OF FLORIDA**  
**COUNTY OF ORANGE**

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared William R. Silliman as President, of STEER LAKE PARTNERSHIP, a Florida general partnership, well known to me to be the person named in the foregoing instrument and that he acknowledged executing the same under oath, in the presence of two subscribing witnesses, freely and voluntarily for the purposes therein stated. He is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State aforesaid this 12<sup>th</sup> day of August, 1992.

\_\_\_\_\_  
Print Name: Jean W. Byrd  
NOTARY PUBLIC  
My Commission Expires:

**CERTIFICATE OF APPROVAL OF  
PROPOSED AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF PALM COVE ESTATES SUBDIVISION**

WHEREAS, the Board of Directors determined that an amendment to the Subdivision's Declaration of Covenants, Conditions and Restrictions is necessary to afford the Association flexibility in meeting unexpected expenses that relate to preservation of the values and welfare within the subdivision; and

WHEREAS, Article X, Section 8 of the Declaration of Covenants, Conditions and Restrictions provides that the Declaration may be amended by a two-thirds (2/3) vote of the Board of Directors; and

WHEREAS, the Board approved, by a two-thirds (2/3) vote, an amendment to Article V of the Declaration at a duly called meeting of the Board held on December 20, 1995, at which a quorum of the eleven directors were present, and at which all directors present approved the proposed amendment attached hereto, and following duly posted notice of the meeting for not less than forty-eight (48) hours prior to the meeting; and

IN WITNESS WHEREOF, the undersigned officers certify that the attached amendment was duly adopted in accordance with the recitations contained herein this 20<sup>th</sup> day of December, 1995.

(Corporate Seal)  
PALM COVE ESTATES  
HOMEOWNERS ASSOCIATION INC.

ATTEST:

\_\_\_\_\_  
Larry Gianneschi, President

\_\_\_\_\_  
Bart Vernace, Secretary

**STATE OF FLORIDA:**  
**COUNTY OF ORANGE:**

BEFORE ME, the undersigned authority, personally appeared LARRY GIANNE-SCHI, PRESIDENT AND BART VERNACE, SECRETARY to me personally known and did take an oath, and acknowledged before me that they freely and voluntarily executed the same in such capacity, under authority vested in them.

WITNESS my hand and official seal in the State and County last aforesaid, this 20<sup>th</sup> day of December, 1995.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
Print Name: Paul L. Wean  
My Commission Expires:

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PALM COVE ESTATES SUBDIVISION**

Additions shown by **bold and underlines**

Deletions shown by ~~strike through~~

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

\* \* \*

~~Section 5(A). Special Assessments for Other Purposes. In addition to the foregoing, the Association may levy a special assessment to meet for other than the care, maintenance, improvement, construction or reconstruction of capital improvements upon the Common Properties, provided that the purpose for which said assessment are to be used is otherwise within the purposes for assessments set forth in Section 2 of this Article and provided further that the assessments are used only to fulfil the purposes and powers of the Association as set forth in the Articles of Incorporation, including but not limited to protecting the health, safety and welfare of the community and maintaining the property values therein. Such assessments may be adopted by resolution approved by two-thirds (2/3) of the Board of Directors at a duly noticed meeting of the Board of Directors.~~

**SECTION 5.** ~~Special Assessments for Capital Improvements.~~ In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of:

~~(a) defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; or~~

~~**(b) meeting extraordinary and unanticipated expenses incurred or anticipated to be incurred by the Association, provided that the purpose for which said assessment are to be used is otherwise within the purposes for assessments set forth in Section 2 of this Article and provided further that the assessments are used only to fulfil the purposes and powers of the Association.**~~ provided that

**Any** such assessment shall have the assent of two-thirds (2/3) of the votes (as defined in Article III, Section 2) of Members who are present in person or by proxy at a Meeting duly called for that purpose, at which a quorum is present, written notice of which shall be sent to all Members at least ten (10) days in advance and shall set forth the purpose of the Meeting.

**SECTION 7.** Quorum For Any Action Authorized Under Sections 5 and 6. The Quorum required for any action authorized by Sections 5 and 6 hereof shall be as follows:

At the first meeting called, as provided in Sections 5 and 6 hereof, the presence at the meeting of Members or of proxies, entitled to cast sixty percent (60%) of all the votes (as defined in Article III, Section 2) of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5 and 6, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than ten (10) days following the preceding meeting. **If no quorum is obtained at the second such meeting, additional meetings may be called in like fashion, with the quorum requirement at each successive meeting reduced to one-half (1/2) of that at the preceding meeting, until such time as a quorum is obtained.**

**CERTIFICATE OF APPROVAL OF  
PROPOSED AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF PALM COVE ESTATES SUBDIVISION**

WHEREAS, the Board of Directors determined that an amendment to the Subdivision's Declaration of Covenants, Conditions and Restrictions is necessary to afford the Association flexibility in meeting changing conditions that relate to preservation of the values and the welfare of the subdivision; and

WHEREAS, Article X, Section 8 of the Declaration of Covenants, Conditions and Restrictions provides that the Declaration may be amended by a two-thirds (2/3) vote of the Board of Directors, and

WHEREAS, the at least two-thirds (2/3) of the membership of the Board approved the attached amendment to Article VII of the Declaration at a duly called meeting of the Board held on February 28, 1997, at which a quorum of the eleven directors were present and following duly posted notice of the meeting for not less than forty-eight (48) hours prior to the meeting; and

IN WITNESS WHEREOF, the undersigned officers certify that the attached amendment was duly adopted in accordance with the recitations contained herein this 10<sup>th</sup> day of March, 1997.

PALM COVE ESTATES HOMEOWNERS  
ASSOCIATION, INC.

By: \_\_\_\_\_  
Print Name: Larry Gianneschi, President

ATTEST: \_\_\_\_\_  
Print Name: Bart Vernace, Vice President

(Corporate Seal)

STATE OF FLORIDA    )  
COUNTY OF ORANGE   )

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared Larry Gian-neschi and Bart Vernace, who are known by me to be the persons described in and who executed the foregoing instrument as president and vice president, respectively, of Palm Cove Estates Homeowners Association, Inc., a not-for-profit corporation organized under the laws of the State of Florida. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Executed and sealed by me at Orlando, Florida on June 1, 1997.

\_\_\_\_\_  
Notary Public

Paul L. Wean  
Print Name

My Commission Expires:

[Seal]

**PROPOSED AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
PALM COVE ESTATES SUBDIVISION**

Deletions shown with ~~strikethroughs~~  
Additions shown with **bold underlining**

ARTICLE VIII  
GENERAL RESTRICTIONS

SECTION 1. LOT USE.

(a) No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not exceeding thirty-five (35) feet in height or two (2) stories together with a private attached garage. No open carports or detached garages shall be permitted. The minimum acceptable garage shall be a double car garage of suitable size to house two (2) standard size American automobiles. All garage doors must be maintained in a reasonable condition. No garage shall be converted to living quarters. ~~No resident shall park any vehicle in any driveway or street, except a private passenger automobile or private passenger van. No resident shall park any pickup truck, boat, trailer, commercial van or other commercial or noncommercial vehicle in any driveway or street or on any part of a Lot.~~

**(b) Parking of vehicles. Commencing on the date of the recording of this amendment, all residents must comply with the following provisions.**

**All vehicles must be kept either in the garage or on the paved driveway, but may not block the sidewalk in whole or in part and may not be parked anywhere else on a Lot. Every motorcycle must be regularly kept inside of the resident's garage when not in use. No vehicle may be parked for more than two (2) successive evenings on any street or right of way in the subdivision.**

**(c) Permitted vehicles. No resident shall park any vehicles in the subdivision other than motorcycles, automobiles, vans, pickup trucks, and any other private, enclosed passenger vehicles, provided that all such vehicles at all times:**

- (1) are used exclusively as private, non-commercial passenger vehicles not for hire, and**
- (2) are properly registered, insured and tagged, and**
- (3) are in a safe and operable condition, and**
- (4) do not exceed a curb weight of six thousand (6000 lbs) pounds, and**
- (5) do not exceed twenty (20') feet in length.**



**Without limiting the foregoing, no resident shall park any boat, trailer, boat trailer, mobile home, motor home, commercial vehicles or any other type of motorized vehicle not otherwise described herein within the subdivision unless such vehicle:**

- (a) Meets all of conditions (1) through (5) of the preceding paragraph, and**
- (b) Is exclusively kept inside the resident's closed garage.**

**For purposes of the foregoing conditions, a "commercial vehicle" shall mean any of the following:**

- (1) a vehicle not designed and used primarily for carrying live passengers, or**
- (2) a vehicle bearing visible advertising, or**
- (3) a vehicle used for hire, or**
- (4) a vehicle visibly modified to carry business equipment, supplies or tools of trade.**

No non-operating or non-functioning vehicle of any kind shall be permitted to be parked in the yard or in the driveway of any Lot or on any street in the Property.

**CERTIFICATE OF APPROVAL OF  
PROPOSED AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
PALM COVE ESTATES HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Board of Directors determined that an amendment to the Declaration of Covenants Conditions and Restrictions is necessary to afford the Association flexibility and to conform the regulation of certain television reception devices to applicable law; and

WHEREAS, Article X, Section 8 of the Declaration of Covenants Conditions and Restrictions provides that the Declaration of Covenants Conditions and Restrictions may be amended by a vote of two-thirds of the board of directors, and

WHEREAS, the Association approved, by a vote of two-thirds of the board of directors, certain amendments to Declaration of Covenants Conditions and Restrictions at a duly called meeting of the members held on November 18, 1996 at which a quorum of the directors was present, and at which the requisite number of directors voting in person voted to approve the proposed amendment(s) attached hereto, and

IN WITNESS WHEREOF, the undersigned officers certify that the attached amendment was duly adopted in accordance with the recitations contained herein this 8<sup>th</sup> day of August, 1997.

(Corporate Seal)

PALM COVE ESTATES  
HOMEOWNERS ASSOCIATION, INC.

\_\_\_\_\_  
Larry Gianneschi, President

ATTEST:

\_\_\_\_\_  
Bart Vernace, Vice President

**STATE OF FLORIDA:**  
**COUNTY OF ORANGE:**

BEFORE ME, the undersigned authority, personally appeared LARRY GIANNESCHI, PRESIDENT, and BART VERNACE, VICE PRESIDENT to me personally known and did take an oath, and acknowledged before me that they freely and voluntarily executed the same in such capacity, under authority vested in them.

WITNESS my hand and official seal in the State and County last aforesaid, this 8<sup>th</sup> day of August, 1997.

\_\_\_\_\_  
Notary Public, State of Florida at Large

Printed Name: Paul L. Wean

My Commission Expires:

**PALM COVE ESTATES HOMEOWNERS ASSOCIATION, INC.**

**SATELLITE DISH PROVISIONS**

1. The installation, use and maintenance (hereinafter collectively referred to as "use") of a satellite dish exceeding one (1) meter in diameter (approximately thirty nine inches) is prohibited without the advanced prior written consent of the Association submitted and obtained in accordance with the Association's architectural review procedures in effect from time to time.

2. The use of a television antenna of any kind or a satellite dish equal to or less than one (1) meter in diameter (approximately thirty nine inches) for the purpose of receiving video signals (hereinafter collectively referred to as a "qualifying receiver") shall be governed by the following requirements that meet the legitimate needs and expectations of the residents and members of the community while not impairing the use of such a qualifying receiver.

3. In the event that a member or resident (hereinafter collectively referred to as "resident") believes that one or more of the following criteria impair(s) that resident's use of a qualified receiver, such resident shall give the Association not less than thirty (30) days written notice, stating with particularity the basis for the alleged impairment. Upon receipt of such notice the Association shall forthwith attempt to make a reasonable accommodation to allow use without material impairment or, if it believes that no impairment is stated, shall forthwith proceed to obtain a ruling on the alleged impairment under procedures now or hereafter afforded by the Federal Communications Commission or other governmental forum.

4. In the event a resident elects to install a qualifying receiver in contravention of the criteria contained herein, and if no impairment is found to exist under these criteria, such resident shall be responsible for the cost of removing the non-conforming receiver and restoring the premises to their pre-existing condition, together with any other damages and the costs and expenses incurred by the Association in determining the lack of impairment, including its reasonable attorney's fees and costs, including those incurred in administrative proceedings, those incurred prior to or during litigation and those incurred in any appellate proceedings. All amounts recoverable under this paragraph shall be treated as a special assessment for which the Association shall have the rights elsewhere provided for recovery of delinquent assessments.

5. A qualifying receiver shall meet the following guidelines:

A. No receiver may be placed anywhere in the community except on a lot under the exclusive control and use of the resident.

B. Within a lot under the exclusive control and use of the resident, a qualifying receiver may be placed within the area of the lot bounded and described as follows:

1. Not closer to any property line than the setbacks existing and enforceable under local ordinance or state law, and

2. Not forward of the imaginary line extending to the side boundary lines of the lot from the plain of the rear most prominent face of the dwelling (See the point marked "A" on Figure 1.), provided that if an only if reception is or shall be impaired if situated within this area, the receiver may be installed in the area that lies not forward of an imaginary line drawn at that point which is one-half (1/2) of the depth of the dwelling lying behind the most prominent face of the dwelling, not including soffits, fascia, porches or other features that may protrude therefrom. (See the point marked "B" on figure 1.)

3. Not secured above the level of the soffit nearest to the dish, and in no event higher than twelve (12') feet from ground level.

C. Receivers shall be painted or colored to blend to the background around the receiver. If the receiver is attached to a building, the receiver shall be painted or colored to match or blend with the building colors previously approved by the Association, if such approval is required. If the receiver is secured to a pole or slab, the receiver shall be painted or colored to match or blend with the surrounding landscaping.

D. Receivers shall be visually screened so as to provide an obscurity of at least seventy (70%) percent from a viewing height of five (5'0") feet or less from the vantage point of the nearest roadway or sidewalk, whichever is closer to the receiver. Screening devices may consist of landscaping shrubs or fences to the extent not inconsistent with the requirements of the Association's governing documents (See figure 2.)

E. No receiver shall be affixed to a building or structure in a fashion that is inconsistent with applicable building codes or which fails to maintain the structural integrity and exterior finishes of the building.

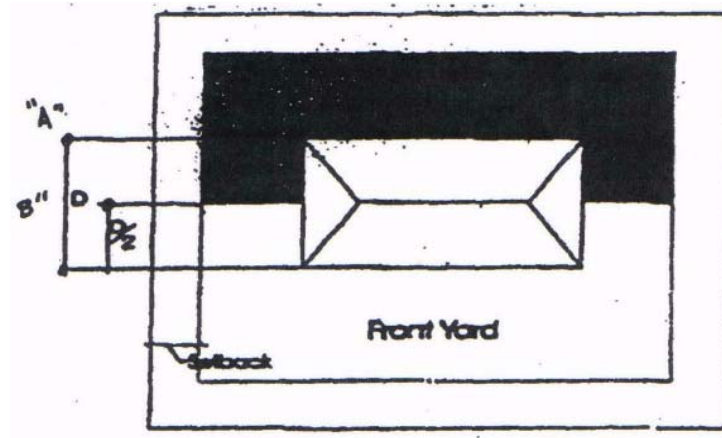
6. No receiver may be affixed to a structure or building not required by the governing documents of the community to be maintained solely by the resident, nor shall any receiver be used in a manner which causes an increase to the Association or its other residents of the cost of insurance or of the cost of maintaining, repairing or replacing any portion of the community required by the governing documents to be maintained, repaired or replaced by the Association.

7. These provisions shall become effective upon adoption by the Association and if adopted as an amendment to the Declaration of Covenants, Conditions and Restrictions, recording of same in the public records of the county where the property is located. Notwithstanding any other provisions contained in the governing documents, these provisions may be amended by vote of the Board of Directors if necessary to comply with changes in law, provided that such changes shall only operate prospectively.

Exhibit "A"

TO SATELLITE PROVISIONS  
DIAGRAMS ARE FOR ILLUSTRATIVE PURPOSES ONLY

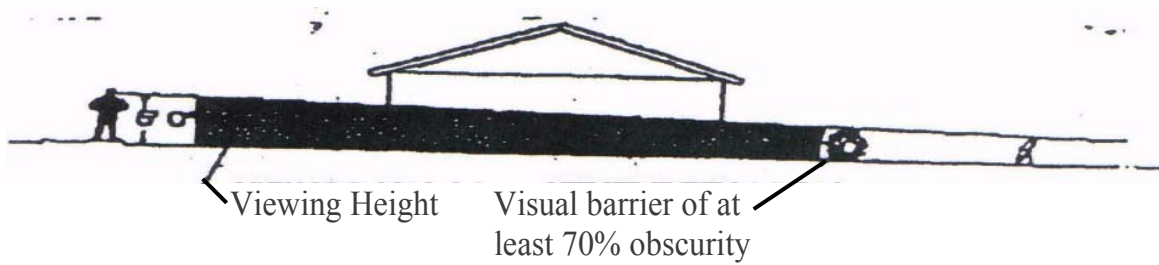
Figure 1



OR Bk 5312 Pg 1378  
Orange Co FL 1997-0301950

Recorded - Martha O. Haynie

Figure 2



SECOND SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
PALM COVE ESTATES

This Second Supplemental Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates III (the "Second Supplemental Declaration") is executed this 20 day of NOVEMBER, 1991, by Steer Lake Partnership, a Florida General Partnership (the "Declarant").

4006092 Orange Co. FL.  
02/28/92 09:51:24am

WHEREAS, Custom Quality Homes of Orlando, Inc., a Florida Corporation, ("Custom Quality") caused to be filed that certain Declaration of Covenants, Conditions and Restrictions for Palm Cove Estate in Official Records Book 4095, Page 1448, Public Records of Orange County, Florida, (the "Declaration") which related to and governed certain activities on the real property as more specifically described in said Declaration; and

OR4379 PG0677

WHEREAS, said Declaration designated Steer Lake Partnership, a Florida General Partnership, as being a Declarant or Developer as defined in said Declaration and as having all the right, title and interest as Declarant or Developer into and under the Declaration; and

WHEREAS, pursuant to the terms of the Declaration, Steer Lake Partnership, a Florida General Partnership, is the Declarant or Developer under the Declaration; and

WHEREAS, Declarant may, pursuant to the terms and conditions of the Declaration, from time to time unilaterally supplement and amend the Declaration so as to extend the application of the Declaration to additional real property; and

WHEREAS, pursuant to its rights as set forth in the Declaration, Declarant did cause to be recorded a First Supplemental Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates adding a Phase II to the Palm Cove subdivision, said First Supplemental being recorded at O.R. Book 4300, Page 1730, Public Records of Orange County, Florida.

WHEREAS, the real property described on Exhibit "A" attached hereto and incorporated herein is contemplated to be brought within and made subject to the Declaration and known as PALM COVE ESTATES III; and

WHEREAS, Declarant now desires to supplement and amend the Declaration to add PALM COVE ESTATE III more particularly described on the attached Exhibit "A" (the "Additional Property").

NOW, THEREFORE, Declarant supplements and amends the Declaration as follows:

A. Article II, Section 1 is amended to add thereto the following:

Pursuant to Article II, Section 2 of the Declaration, Declarant hereby supplements and amends the Declaration to add the Additional Property ("PALM COVE ESTATES III") as more specifically described on Exhibit "A" attached hereto.

THIS INSTRUMENT PREPARED BY  
~~AND RETURN TO:~~  
ALEXANDER C. MACKINNON, ESQ.  
SMITH & MACKINNON, P.A.  
255 S. ORANGE AVE., SUITE 850  
ORLANDO, FL 32801

A: PALMCOVE III/SECOND.SUP

Rec Fee \$	<u>17.00</u>	MARTHA O. HAYNIE,
Add Fee \$	<u>2.50</u>	Orange County
Doc Tax \$	<u>—</u>	Comptroller
Int Tax \$	<u>—</u>	By <u>RSK</u>
Total \$	<u>19.50</u>	Deputy Clerk

RETURN TO:  
GARY SHOWE  
ENGINEERING DEPT.

B. Article V Section 2 is amended to add thereto the following:

(M) Maintenance of Tract E as shown on the plat of Palm Cove Estates III as recorded at Plat Book 29, Pages 82 and 83, Public Records of Orange County, Florida.

(N) Maintenance of a wall to be constructed by Orange County along the rear lot lines of Lots 52 through 58, Palm Cove Estates III according to the plat thereof as recorded in Plat Book 29, Pages 82-83, Public Records of Orange County, Florida.

C. Article IX, Section 5 is amended to add thereto the following:

Tract E as shown on the plat of Palm Cove Estates III is a designated conservation area, and said conservation area shall be the perpetual responsibility of the Association and may in no way be altered from its natural state. Activities prohibited within Conservation Area include, but are not limited to, (i) construction of roads or placing of buildings on or above ground; (ii) dumping or placing of soil or other substances such as trash; (iii) removal or destruction of trees, shrubs or other vegetation - with the exception of exotic vegetation removal; (iv) excavation, dredging or removal of soil material; (v) diking or fencing; (vi) any other activity detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

D. Article IX, Section 6 is amended to add thereto the following:

There is hereby reserved and granted to the Developer, the St. Johns River Water Management District, and Orange County their agents, employees, successors and assigns, the right and privilege to enter over, upon and across those areas designated as Tract D and E, on the Plat of Palm Cove Estates III as recorded in the Public Records of Orange County, Florida for the purpose of maintenance of said Areas. The Developer and the Association, their agents, employees, successors and assigns further reserve and are hereby granted an easement for the maintenance of an entry wall across Lots 52 through 58, Palm Cove Estates III. The rights, privileges and easements granted by this Section may be assigned by the Developer or the Association to Orange County, Florida, in the event a Municipal Service Taxing Unit (MSTU) is established to provide for the operation and maintenance of the Retention or Conservation Areas.

E. Article X, Section 9 is amended to add thereto the following:

There shall be imposed upon Lots 29, 30, 31, 41, 42, 50 and 51, Palm Cove Estates III according to the plat thereof recorded at Plat Book 29, Pages 82 and 83, Public Records of Orange County, Florida, a specific obligation to maintain the shoreline and environmental swale located along the shore of Lake Legro (Tract E). All environmental swales are located above the conservation limits as established by the St. John's Water Management District and Orange County, Florida. All maintenance performed pursuant to this Section on the Declaration, the First Supplemental and the Second



Supplemental thereto shall not conflict in any manner with the conservation easement over Tract E. In the event an Owner of a lot specified above fails to maintain said shoreline or environmental swale, then the Association may specifically enter upon the lot for the purpose of maintaining the shoreline. The cost of said maintenance shall be due to the Association within five (5) days of an invoice from the Association which invoice shall contain an administration fee due the Association of One Hundred (\$100.00) Dollars. If said invoice is not paid when due, the Association shall have all rights as set forth in Article V of the Declaration.

F. By executing a Joinder to this Second Supplemental Declaration, Orange Bank ("Mortgagee"), as the holder of a recorded Mortgage encumbering the Exhibit "A" Property, which Mortgage is recorded in Official Records Book 4052, Page 440, Public Records of Orange County, Florida, join in and consent to the addition of the Additional Property to the encumbrance of the Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Second Supplemental Declaration this 20 day of NOVEMBER, 1991.

WITNESSES:

STEER LAKE PARTNERSHIP,  
a Florida General Partnership

Susan D. Whitaker  
(Susan D. Whitaker)  
Print Name Below Signature

Rick Neal  
(Rick Neal)  
Print Name Below Signature

By: ALMOND TREE ESTATES, INC.,  
a Florida corporation, as  
Managing Partner

By: William M. Silliman  
As Its: President

(CORPORATE SEAL)

(DECLARANT)

STATE OF FLORIDA  
COUNTY OF ORANGE

1200 PALM COVE DR.  
ORLANDO, FL. 32835

BEFORE ME personally appeared William M. Silliman as President of ALMOND TREE ESTATES, INC., a Florida Corporation, as Managing Partner of Steer Lake Partnership, a Florida General Partnership, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed such instrument and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 20th day November 1991.

Benja F. Poland  
(Benja F. Poland)  
Print Name Below Signature  
Notary Public  
My Commission Expires: Feb 16, 1992

Notary Public, State of Florida, at Large  
My Commission Expires Feb. 16, 1992

OR4379 PG0679

LEGAL DESCRIPTION

Lots 29 to 58, inclusive, Tracts D and E, PALM COVE ESTATES III, according to the plat thereof as recorded in Plat Book 49, Pages 82 and 83, Public Records of Orange County, Florida.

COPY

OR4379 PG0680

EXHIBIT "A"

RECORDED & INDEXED

*Martha L. Haynes*  
County Comptroller, Orange Co., FL

THIRD SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
PALM COVE ESTATES IV

KNOW ALL MEN BY THESE PRESENTS, that this Third Supplemental Declaration of Covenants, Conditions and Restrictions made and entered into by Steer Lake Partnership, a Florida general partnership, herein referred to as DECLARANT.

W I T N E S S E T H      4180199 ORANGE CO. FL.  
08/14/92      10:51:57am

WHEREAS, Custom Quality Homes of Orlando, Inc., a Florida Corporation (hereinafter referred to as "Custom Quality"), caused to be filed that certain Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates in Official Records Book 4095, Page 1448, Public Records of Orange County, Florida (hereinafter referred to as the "Declaration"), which related to and governed certain activities on the real property as more specifically described in said Declaration; and

WHEREAS, said Declaration designated Steer Lake Partnership, a Florida general partnership, as being a Declarant or Developer as defined in said Declaration and as having all the right, title and interest as Declarant or Developer into and under the Declaration; and

WHEREAS, Declarant may, pursuant to the terms and conditions of the Declaration, from time to time unilaterally supplement and amend the Declaration so as to extend the application of the Declaration to additional real property; and

WHEREAS, Declarant may, pursuant to the terms and conditions of the Declaration, from time to time unilaterally supplement and amend the Declaration so as to make such amendments as may be required in order to cause the Declaration to comply with applicable FHA and/or VA requirements; and

WHEREAS, Declarant, pursuant to the terms and conditions of the Declaration, from time to time may amend and supplement the Declaration so as to make such amendments as may be required in order to cause the Declarations to comply with FHA and/or VA requirements; and

WHEREAS, pursuant to its rights as set forth in the Declaration, Declarant did cause to be recorded a First Supplemental Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates adding a Phase II to the Palm Cove subdivision, said First Supplemental being recorded at O.R. Book 4300, Page 1730, Public Records of Orange County, Florida; and

MARTHA O. HAYNIE,  
Orange County  
Comptroller  
By B Deputy Clerk  
Rec Fee \$ 21.00  
Add Fee \$ 3.00  
Doc Tax \$       
Int Tax \$       
Total \$ 24.00

OR 4447 PG 4172

WHEREAS, DECLARANT also caused to be filed that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates adding a Phase III to the Palm Cove Subdivision, said Second Supplemental being recorded in Official Records Book 4379, Page 0677, Public Records of Orange County, Florida; and

WHEREAS, the real property described on Exhibit "A" attached hereto and incorporated herein is contemplated to be brought within and made subject to the Declaration and known as PALM COVE ESTATES IV; and

WHEREAS, DECLARANT deems it desirable to supplement and amend the Declaration of Covenants, Conditions and Restrictions to add Palm Cove Estates IV, more particularly described in the attached Exhibit "A" (hereinafter referred to as the "Additional Property"), and to make other amendments to the Declaration.

NOW, THEREFORE, DECLARANT hereby supplements and amends the aforesaid Declaration as follows:

1. Article II, Section 1 is amended to add thereto the following:

Pursuant to Article II, Section 2 of the Declaration, Declarant hereby supplements and amends the Declaration to add the Additional Property ("PALM COVE ESTATES IV") as more specifically described on Exhibit "A" attached hereto.

2. Article III, Section 2 is amended to delete the last full paragraph, adding in its place and stead the following:

The Class B membership shall cease and be converted to Class A membership on the 17th day of February, 1999, or when two-thirds (2/3) of all lots in all phases, including lots to be located in Palm Cove Estates IV, even if the plat thereof has not been recorded, are sold, whichever is first to occur.

3. A new Article IV, Section 4 is added as follows:

No part of the common area can be mortgaged or conveyed without the consent of at least two-thirds affirmative vote of the Lot Owners (excluding the Developer).

4. Article X, Section 7 is hereby amended to add thereto the following sub-paragraph:

(d) Notwithstanding anything to the contrary contained herein, DECLARANT shall have the right to amend this Declaration without the consent, approval, or joinder of any other person or owner if such amendment is required in order to allow for the final approval of the plat of Palm Cove Estates IV as added hereto.

(e) So long as there is a Class B membership, the following actions require the prior approval of the Federal

Housing Administration and/or the Veterans Administration: Annexation of additional properties, dedication of common area, and amendment to the Articles of Incorporation.

5. Article X, Section 8 is hereby deleted, adding in its place and stead the following:

Amendments by Association. This Declaration may be amended in whole or part by an instrument in recordable form duly executed by the DECLARANT (so long as it owns one or more Lots) and joined by not fewer than two-thirds (2/3) of the Lot Owners. No such amendment shall be effective until such time as it is duly recorded in the Public Records of Orange County, Florida.

As long as there is a Class B membership, the following actions will require approval of the Federal Housing Administration and/or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Property, dedication of Common Property, dissolution and amendment of these Articles.

6. Article V, Section 2 is amended to add thereto the follow:

(o) Maintenance of any tract as shown on the plat of Palm Cove Estates IV which is not deeded to or dedicated to any governmental agency.

(p) Maintenance of a wall to be constructed along Apopka-Vineland Road Realignment.

7. Article IX, Section 5 is amended to add thereto the following:

Any tract shown on the plat of Palm Cove Estates IV which is designated conservation area shall be the perpetual responsibility of the Association and may in no way be altered from its natural state. Activities prohibited within the conservation area include, but are not limited to, (i) construction of roads or placing of buildings on or above ground; (ii) dumping or placing of soil or other substances such as trash; (iii) removal or destruction of trees, shrubs, or other vegetation -- with the exception of exotic vegetation removal; (iv) excavation, dredging, or removal of soil material; (v) diking or fencing; (vi) any other activity detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

8. Article IX, Section 6 is amended to add thereto the following:

It is hereby reserved and granted to the Developer, the St. Johns River Water Management District, and Orange County, their agents, employees, successors and assigns, the right and privilege to enter over, upon, and across those areas designated on the plat of Palmcove Estates IV as necessary for the purpose of maintenance of said areas. The Developer and the

Association, their agents, employees, successors and assigns further reserve and are hereby granted an easement for the maintenance if necessary for the screen wall to be constructed along Apopka-Vineland Road Realignment. The rights, privileges, and easements granted by this section may be assigned by the Developer or the Association to Orange County, Florida in the event a municipal service taxing unit is established to provide for the operation and maintenance of the retention or conservation areas.

9. Article X, Section 9 is amended to add thereto the following:

There shall be imposed upon any lots adjacent to any shoreline and/or environmental swale the specific obligation to maintain the shoreline and/or environmental swale. All maintenance pursuant to this section shall not conflict with any requirements of Orange County, Florida, the St. Johns Water Management District, or any other agency having jurisdiction over the property. In the event an owner of a lot specified above fails to maintain said shoreline and/or environmental swale, the Association may specifically enter upon the lot for the purpose of maintaining the shoreline. The cost of said maintenance shall be due to the Association within five (5) days of an invoice from the Association, which invoice shall contain an administration fee due the Association of \$100. If said invoice is not paid when due, the Association shall have all rights as set forth in Article V of the Declaration.

10. By executing a joinder to this Third Supplemental Declaration, Orange Bank ("Mortgagee"), as the holder of a recorded mortgage encumbering the Exhibit "A" property, which mortgage is recorded in Official Records Book 4052, page 440, Public Records of Orange County, Florida, join in and consent to the addition of the additional property to the encumbrance of the Declaration.

IN WITNESS WHEREOF, this Third Supplemental Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates IV has been duly executed this 12 day of August, 1992.

STEER LAKE PARTNERSHIP,  
a Florida general partnership

By: Almond T. Ellis, Esq., Inc.

As: William R. Stillman

1200 Palm Cove Dr.  
Orlando, FL 32835

OR4447 PG4175

STATE OF FLORIDA

COUNTY OF CLARKE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared William R. Silliman as PRES. of STEER LAKE PARTNERSHIP, a Florida general partnership, well known to me to be the person named in the foregoing instrument and that he acknowledged executing the same under oath, in the presence of two subscribing witnesses, freely and voluntarily for the purposes therein stated. He is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State aforesaid this 12 day of August, 1992.

Joan W. Bynard  
Print Name: Joan W. Bynard

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES FEB. 12, 1994  
BONDED THRU GENERAL INS.

2007

This Instrument Was Prepared By:

THOMAS H. WARLICK

And Should Be Returned To:

WARLICK, FASSETT, DIVINE  
& ANTHONY, P.A.

Post Office Box 3387  
Orlando, Florida 32802-3387

TNW-1597-1

OR 4447 PG 4 176

RECORDED & RETURNED  
Martha A. Haynie  
County Clerk, Orange Co., FL

Prepared by and Return to:

Eryn M. McConnell, Esquire  
WEAN & MALCHOW, P.A.  
646 East Colonial Drive  
Orlando, FL 32803

**FOURTH SUPPLEMENTAL**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**PALM COVE ESTATES**

This Fourth Supplemental Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates VI (the "Fourth Supplemental Declaration") is executed this \_\_\_\_\_ day of September, 2006, by Palm Cove Estates Homeowners Association, Inc. ("Association").

WHEREAS, Custom Quality Homes of Orlando, Inc., a Florida Corporation, caused to be filed that certain Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates in Official Records Book 4095, Page 1448, Public Records of Orange County, Florida (hereinafter referred to as the "Declaration"), which related to and governed certain activities on the real property as more specifically described in said Declaration; and

WHEREAS, said Declaration designated Steer Lake Partnership, a Florida general partnership, as being a Declarant or Developer as defined in said Declaration and as having all the right, title and interest as Declarant or Developer into and under the Declaration; and

WHEREAS, pursuant to its rights as set forth in the Declaration, Declarant did cause to be recorded a First Supplemental Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates adding a Phase II to the Palm Cove subdivision, said First Supplemental being recorded in Official Records Book 4300, Page 1730, Public Records of Orange County, Florida; and

WHEREAS, Declarant also caused to be filed that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates adding Phase III to the Palm Cove Subdivision, said Second Supplemental being recorded in Official Records Book 4379, Page 0677, Public Records of Orange County, Florida; and

WHEREAS, Declarant also caused to be filed that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates adding Phase IV to the Palm Cove Subdivision, said Third Supplemental being recorded in Official Records Book 4447, Page 4172, Public Records of Orange County, Florida; and



WHEREAS, the Association is the holder of "Limited Assignment of Developer Rights Without Recourse", recorded herewith, allowing it to add additional property to be subject to the Declaration of Covenants, Conditions and Restrictions of Palm Cove Estates; and

WHEREAS, J. Judd Peterson ("Peterson") is the owner of a certain parcel, the real property described on Exhibit "A" attached hereto and incorporated herein, known as PALM COVE ESTATES VI as shown on the Plat thereof, recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Orange County, Florida, and desires it to be brought within and make it subject to the Declaration; and

WHEREAS, Peterson agrees to be a Member of the Association, as provided in Article III, Section 1 of the Declaration, and for himself and his successors and assigns in title, agrees to be subject to the rights, privileges, and obligations of the Declaration, Articles of Incorporation, and Bylaws, as they may all be amended from time to time; and

WHEREAS, Association deems it desirable to supplement and amend the Declaration of Covenants, Conditions and Restrictions to add Palm Cove Estates VI to Palm Cove Estates and to make other amendments to the Declaration necessary and appropriate to accomplish this.

NOW, THEREFORE, Association hereby supplements and amends the aforesaid Declaration as follows:

1. Article II, Section 1 is amended to add thereto the following:

Pursuant to Article II, Section II of the Declaration, Association hereby supplements and amends the Declaration to add the Additional Property ("PALM COVE ESTATES VI") as more specifically described on Exhibit "A" attached hereto.

2. Article IX, Section 5 is amended to add thereto the following:

Any tract shown on the plat of Palm Cove Estates VI which is designated conservation area shall be the perpetual responsibility of the Individual Homeowners and may in no way be altered from its natural state. Activities prohibited within the conservation area include, but are not limited to: (i) construction of roads or placing of buildings on or above the ground; (ii) dumping or placing of soil or other substances such as trash; (iii) removal or destruction of trees, shrubs, or other vegetation – with the exception of exotic vegetation removal; (iv) excavation, dredging, or removal of soil material; (v) diking or fencing; (vi) any other activity detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

3. Article IX, Section 6 is amended to add thereto the following:

It is hereby reserved and granted to the Individual Homeowners, Association, the St. Johns River Water Management District, and Orange County, their agents, employees, successors and assigns, the right and privilege to enter over, upon, and across those areas designated on the plat of Palm Cove Estates VI as necessary for the purpose of maintenance of said areas. The rights, privileges, and easements granted by this section may be assigned by the Individual Homeowners or the Association to Orange County, Florida, in the event a municipal service taxing unit is established to provide for the operation and maintenance of the retention or conservation areas.

4. Article IX, Section 8 is amended to add thereto the following:

The Individual Homeowners in Palm Cove Estates VI shall be responsible for the maintenance of rear yard, as well as the environmental swale designed for Palm Cove Estates VI, and the operation and repair of the surface water or Stormwater Management System. Maintenance of the surface water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Individual Homeowner shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or Stormwater Management System shall be as permitted, or if modified as approved by the St. Johns River Water Management District. The Association shall be granted the right of emergency access to these facilities should the Individual Homeowner not perform adequate maintenance.

5. Article X, Section 10 is amended to add the underlined portion as follows:

10. AMENDMENT. Any amendment to the Covenants and Restrictions which alter the surface water or Stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

By executing a separate joinder to this Fourth Supplemental Declaration, Lawrence W. Carroll Jr., Trustee and C. Kevin Gilliam, Independent Special Trustee of the Lawrence W. Carroll, Jr. Charitable Remainder Unitrust, dated December 16, 1996 ("Mortgagee"), as holder of a recorded mortgage encumbering the Exhibit "A" Property, which mortgage is recorded in Official Records Book 8723, Page 2489, Public Records of Orange County, Florida, join in and consent to the addition of the additional property to the encumbrance of the declaration.

IN WITNESS WHEREOF, this Fourth Supplemental Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates VI has been duly executed this \_\_\_\_\_ day of September, 2006.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Wesley Humphries, President

State of Florida     )  
County of Orange    )

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgements, personally appeared Wesley Humphries, as President of Palm Cove Estates Homeowners Association, Inc., who is known to me or who produced \_\_\_\_\_ as identification and who acknowledged executing the foregoing instrument, in the presence of two subscribing witnesses, freely and voluntarily for the purposes therein stated.

Witness my hand and official seal in the County and State aforesaid this \_\_\_\_\_ day of September, 2006.

\_\_\_\_\_  
, Notary Public

[Seal]

My commission expires: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
J. Judd Peterson  
5025 Butler Ridge Drive  
Windermere, FL 34786

State of Florida     )  
County of Orange    )

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgements, personally appeared J. Judd Peterson, who is known to me or who produced \_\_\_\_\_ as identification and who acknowledged executing the foregoing instrument, in the presence of two subscribing witnesses, freely and voluntarily for the purposes therein stated.

Witness my hand and official seal in the County and State aforesaid this \_\_\_\_\_ day of September, 2006.

\_\_\_\_\_  
, Notary Public

[Seal]

My commission expires: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
Lawrence W. Carroll, Jr., Trustee

\_\_\_\_\_

\_\_\_\_\_  
C. Kevin Gilliam, Independent Special  
Trustee

Lawrence W. Carroll, Jr. Charitable  
Remainder Unitrust  
301 N. Ferncreek Avenue  
Orlando, FL 32803

State of Florida     )  
County of Orange    )

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgements, personally appeared Lawrence W. Carroll, Jr., Trustee and C. Kevin Gilliam, Independent Special Trustee of the Lawrence W. Carroll, Jr. Charitable Remainder Unitrust, who are known to me or who produced \_\_\_\_\_ and \_\_\_\_\_ as identification and who acknowledged executing the foregoing instrument, in the presence of two subscribing witnesses, freely and voluntarily for the purposes therein stated.

Witness my hand and official seal in the County and State aforesaid this \_\_\_\_\_ day of September, 2006.

\_\_\_\_\_  
, Notary Public

[Seal]

My commission expires: \_\_\_\_\_

Prepared by Paul L. Wean, Esq.  
Return to: Lighthouse Management  
P.O. Box 691316  
Orlando, FL 32869-1316

## NOTICE OF AGENT FOR PAYMENT OF ASSESSMENTS

WHEREAS, Palm Cove Estates Homeowners Association, Inc., a Florida corporation not for profit is the homeowners association named in Article I, Section 1(a) of that certain Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates Subdivision, recorded at O.R. Book 4095, Page 1448 of the Public Records of Orange County, Florida, as amended from time to time, and

WHEREAS, Palm Cove Estates Homeowners Association, Inc. is responsible for levying and collecting assessments from the owners of lots situated in the Palm Cove Estates Subdivision, as more particularly described on the plat thereof, recorded in Plat Book 23, page 128, as subsequently amended thereafter to add additional phases thereto, and

WHEREAS, Palm Cove Estates Homeowners Association, Inc. desires to give notice to new owners of property within the Palm Cove Estates Subdivision of the location for payment of such assessments and to give notice to prospective purchasers of property within the Palm Cove Estates Subdivision the location to which inquiries regarding the status of assessments should be directed.

NOW THEREFORE, Palm Cove Estates Homeowners Association, Inc. hereby gives notice that until revoked by a subsequent recording, all payments of and inquiries about assessments levied from time to time by Palm Cove Estates Homeowners Association, Inc. should be directed to its managing agent as follows:

Lighthouse Management & Consulting, Inc.  
Attn: Michael Leque, President  
P.O. Box 691316  
Orlando, FL 32869-1316  
(407) 363-0774

Dated: 11/22/99

Witness: [Signature]

Witness: [Signature]  
TERESA JACOBS

PALM COVE ESTATES HOMEOWNERS  
ASSOCIATION, INC.

By: [Signature]  
Larry Gianneschi, President

Attest: [Signature]  
Paul L. Wean, Secretary

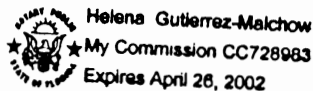
State of Florida            )  
County of Orange        )

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared Larry Gianneschi, as President and Paul L. Wean, as Secretary, who are known by me to be or who proved to my satisfaction by producing Florida drivers' licenses as identification that they are the persons described in and who executed the foregoing instrument as president and secretary, respectively, of Palm Cove Estates Homeowners Association, Inc., a not-for-profit corporation organized under the laws of the State of Florida. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Executed and sealed by me at 11/29/99, Florida on \_\_\_\_\_, 1999.  
Orange County, Orlando  
Helena Gutierrez-Malchow  
Notary Public  
Print Name Helena Malchow

My commission expires:

[Seal]



Prepared by & Return to:

**Paul L. Wean, Esquire**  
1305 East Robinson St.  
Orlando, FL 32801  
(407) 894-0040

**CERTIFICATE OF APPROVAL OF  
PROPOSED AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF PALM COVE ESTATES SUBDIVISION**

WHEREAS, the Board of Directors determined that an amendment to the Subdivision's Declaration of Covenants, Conditions and Restrictions is necessary to afford the Association flexibility in meeting changing conditions that relate to preservation of the values and the welfare of the subdivision; and

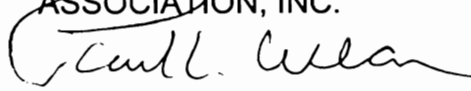
WHEREAS, Article X, Section 8 of the Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates, recorded at O.R. Book 4095, Page 1448 of the Public Records of Orange County, Florida, as amended, provides that the Declaration may be amended by a two-thirds (2/3) vote of the Board of directors, and

WHEREAS, the at least two-thirds (2/3) of the membership of the Board approved the attached amendment to Article X, Section 3 of the Declaration at a duly called meeting of the Board held on November 22, 1999, at which a quorum of the nine directors were present and following duly posted notice of the meeting for not less than forty-eight (48) hours prior to the meeting; and

IN WITNESS WHEREOF, the undersigned officers certify that the attached amendment was duly adopted in accordance with the recitations contained herein this 24th day of April, 2000.

PALM COVE ESTATES HOMEOWNERS  
ASSOCIATION, INC.

By:



Print Name Paul L. Wean, Vice President

ATTEST:



Print Name: Gil Beatty, Treasurer

Orange Co FL 2000-0173704  
04272000 03:25:21pm  
OR Bk 5990 Pg 3116  
\$15.00



The State of Florida )  
County of Orange )

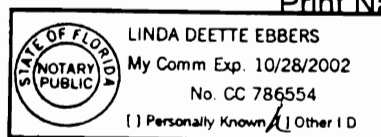
OR Bk 5990 Pg 3117  
Orange Co FL 2000-0173704

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared **Gil Beatty** who is known by me to be or who proved to my satisfaction by producing Florida Driver License as identification that he is the person described in and who executed the foregoing instrument as **treasurer** of Palm Cove Estates Homeowners Association, Inc., a not-for-profit corporation organized under the laws of the State of Florida. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation, and that he also affixed thereto the official seal of the corporation.

Executed and sealed by me at Orlando, Florida on 14<sup>th</sup> of April, 2000.

Linda DeEtte Ebbers  
Notary Public  
Linda DeEtte Ebbers  
Print Name

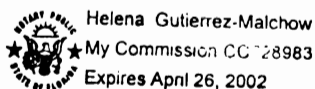
My commission expires:  
[Seal]



The State of Florida )  
County of Orange )

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared **Paul L. Wean** who is known by me to be or who proved to my satisfaction by producing \_\_\_\_\_ as identification that he is the person described in and who executed the foregoing instrument as **vice president** of Palm Cove Estates Homeowners Association, Inc., a not-for-profit corporation organized under the laws of the State of Florida. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation, and that he also affixed thereto the official seal of the corporation.

Executed and sealed by me at Orlando, Florida on April 24, 2000.



Helena Gutierrez-Malchow  
Notary Public  
Helena Gutierrez-Malchow  
Print Name

My commission expires:  
[Seal]

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PALM COVE ESTATES SUBDIVISION**

Additions shown by **bold underlines**  
Deletions shown by ~~strike through~~

OR Bk **5990** Pg **3118**  
Orange Co FL **2000-0173704**

**ARTICLE X**  
**GENERAL PROVISIONS**

Recorded - Martha O. Haynie

\* \* \*

**SECTION 3. ENFORCEMENT.**

(a) In the event of a violation of or failure to comply with the provisions of the Declaration of Covenants, Conditions and Restrictions, and the failure of the Owner of the affected Lot, within fourteen (14) days following written notice by the Association of such violation or non-compliance and the nature thereof, to cure or remedy such violation, then the Developer, its successors and assigns and licensees, and/or the Association (acting through its Board of Directors) or its duly appointed employees, agents or contractors, shall have and are specifically granted the right and privilege of and an easement and license to enter upon the affected Lot or any portion or portions thereof or Improvements thereon, without being guilty of any trespass therefore, for the purpose of undertaking such acts or actions as may be reasonably necessary to cure or eliminate such violation. **In addition to and not in lieu of the foregoing, the Association shall have the right to seek appropriate relief, including injunctive relief, damages or both. All remedies available to the Association shall be cumulative, and in the event of legal proceedings, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including those incurred prior to institution of proceedings and those incurred in appellate proceedings. All enforcement shall be** ~~all~~ at the sole cost and expense of the Owner of the affected Lot. Such costs and expenses, **including attorney's fees and costs**, together with an overhead expense to the Association of fifteen percent (15%) of the total amount thereof shall be assessed by the Association as an Individual Lot Assessment as provided in this Declaration to the affected Lot and the Owner thereof. Any such Individual Lot Assessment shall be payable by the Owner of the affected Lot to the Association within ten (10) days after written notice of the amount thereof. Any such Individual Assessment not paid within said ten (10) day period shall become a lien on the affected Lot in accordance with the provisions of this Declaration.

(b) The Association, acting through its Board of Directors shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and other changes now or hereinafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the Association shall fail to enforce any covenant or restriction herein contained, then, after giving sixty (60) days= written notice to the Association, any Lot Owner may proceed if the Association has not done so within said sixty (60) day period.



INSTR 20050717818  
OR BK 08263 PG 4258 PGS=3  
MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
10/24/2005 02:43:29 PM  
REC FEE 27.00

Prepared by & Return to:

Paul L. Wean, Esquire  
WEAN & MALCHOW, P.A.  
646 East Colonial Drive  
Orlando, FL 32803  
(407) 999-7780

**CERTIFICATE OF APPROVAL OF  
PROPOSED AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF PALM COVE ESTATES SUBDIVISION**

WHEREAS, the Board of Directors determined that an amendment to the Subdivision's Declaration of Covenants, Conditions and Restrictions is necessary to afford the Association flexibility in meeting changing conditions that relate to preservation of the values and the welfare of the subdivision; and

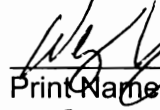
WHEREAS, Article X, Section 8 of the Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates, recorded at O.R. Book 4095, Page 1448 of the Public Records of Orange County, Florida, as amended, provides that the Declaration may be amended by a two-thirds (2/3) vote of the Board of directors, and

WHEREAS, at least two-thirds (2/3) of the entire membership of the Board approved the attached amendments to Article V, Section 3 and Article VIII, Section 1(f) of the Declaration at a duly called meeting of the Board held on February 28, 2005, at which a quorum of the nine directors were present and following duly posted notice of the meeting for not less than fourteen (14) days prior to the meeting and the sending of notice of the proposed meeting and the amendment to all owners at least fourteen days in advance of such meeting; and

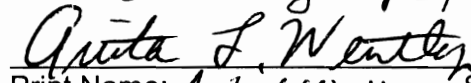
IN WITNESS WHEREOF, the undersigned officers certify that the attached amendment was duly adopted in accordance with the recitations contained herein this 22 day of Sept, 2005.

PALM COVE ESTATES HOMEOWNERS  
ASSOCIATION, INC.

By:

  
Print Name Wesley Humphrey, President

ATTEST:

  
Print Name: Anita L. Wentley, Secretary

(Corporate Seal)

The State of Florida )  
County of Orange )

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared Anita Wentley who is known by me to be or who proved to my satisfaction by producing a Florida driver's license or DRIVER LICENSE as identification that she is the person described in and who executed the foregoing instrument as **Secretary** of Palm Cove Estates Homeowners Association, Inc., a not-for-profit corporation organized under the laws of the State of Florida. She/He acknowledged before me that she/he executed the foregoing instrument as such officer in the name and on behalf of the corporation, and that she/he also affixed thereto the official seal of the corporation.

Executed and sealed by me at Orlando, Florida on 9/22, 2005.



ANGEL CAMACHO  
MY COMMISSION DD183623  
EXPIRES FEBRUARY 26, 2007

Angel Camacho  
Notary Public  
Print Name

My commission expires:  
[Seal]

July 2007

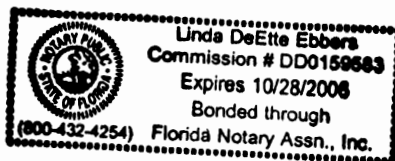
The State of Florida )  
County of Orange )

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared Wesley Humphreys who is known by me to be or who proved to my satisfaction by producing a Florida driver's license of \_\_\_\_\_ as identification that she/he is the person described in and who executed the foregoing instrument as **President** of Palm Cove Estates Homeowners Association, Inc., a not-for-profit corporation organized under the laws of the State of Florida. She/He acknowledged before me that she/he executed the foregoing instrument as such officer in the name and on behalf of the corporation, and that she/he also affixed thereto the official seal of the corporation.

Executed and sealed by me at Orlando, Florida on Sept. 22, 2005.

Linda DeEtte Ebberts  
Notary Public  
Linda DeEtte Ebberts  
Print Name

My commission expires:  
[Seal]



**PROPOSED AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
PALM COVE ESTATES SUBDIVISION**

Proposed additions shown in **bold underlining**

Proposed deletions shown in ~~strikeouts~~

Omitted but unaffected provisions are represented by \* \* \*

\* \* \*

ARTICLE VIII  
GENERAL RESTRICTIONS

SECTION 1. Lot Use.

\* \* \*

f) All Lots shall be maintained to a standard suitable for this type development. Each Lot must be sodded in its entirety exclusive of the building site and landscaped areas. **Trees may be planted between the curb and the sidewalk only with the prior written approval of the ARB, provided that each Owner who plants such a tree, for such Owner and such Owner's successors and assigns, shall be deemed to acknowledge and agree that the Owner of the Lot planting such trees shall be solely responsible for the maintenance, trimming, care and removal thereof, and provided further that the continued presence of such tree is in all circumstances subject to the existing easement rights of record, including those in favor of Orange County.** ~~No trees are to be planted between the curb and the sidewalk.~~ If the Owner of any Individual Lot fails to properly maintain or landscape his Lot, then Developer may, after ten (10) days' written notice, at its option, maintain and landscape the Lot and the Owner shall reimburse Developer for any costs and expenses incurred by Developer. All construction commenced on any Lot in PALM COVE ESTATES shall be completed within eight (8) months after commencement of construction. The failure by a Lot Owner to complete construction thereon within eight (8) months after commencement shall constitute a nuisance entitling Developer to damages and to injunctive relief.

\* \* \*

Prepared by: Paul L. Wean, Esquire  
Dated: January 27, 2005



Prepared by & Return to:

**Paul L. Wean, Esquire**  
646 E. Colonial Drive  
Orlando, FL 32803  
(407) 999-7780



INSTR 20050717855  
OR BK 08263 PG 4364 PGS=4  
MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
10/24/2005 03:09:52 PM  
REC FEE 35.50

**CERTIFICATE OF APPROVAL OF  
PROPOSED AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF PALM COVE ESTATES SUBDIVISION**

WHEREAS, the Board of Directors determined that an amendment to the Subdivision's Declaration of Covenants, Conditions and Restrictions is necessary to afford the Association flexibility in meeting changing conditions that relate to preservation of the values and the welfare of the subdivision; and

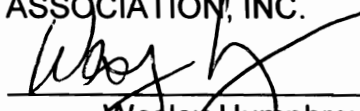
WHEREAS, Article X, Section 8 of the Declaration of Covenants, Conditions and Restrictions for Palm Cove Estates, recorded at O.R. Book 4095, Page 1448 of the Public Records of Orange County, Florida, as amended, provides that the Declaration may be amended by a two-thirds (2/3) vote of the Board of directors, and

WHEREAS, the at least two-thirds (2/3) of the membership of the Board approved the attached amendment to Article V, Sections 1 and 10 of the Declaration at a duly called meeting of the Board held on June 27, 2005, at which a quorum of the directors were present and following duly posted notice of the meeting for not less than forty-eight (48) hours prior to the meeting; and

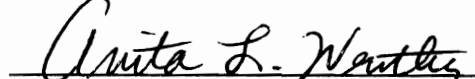
IN WITNESS WHEREOF, the undersigned officers certify that the attached amendment was duly adopted in accordance with the recitations contained herein this 22 day of Sept, 2005.

PALM COVE ESTATES HOMEOWNERS  
ASSOCIATION, INC.

By:

  
Wesley Humphreys, Vice President in  
absence of President

ATTEST:

  
Anita Wentley, Secretary

(Corporate Seal)

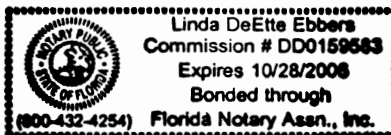
The State of Florida )  
County of Orange )

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared **Wesley Humphreys** who is known by me to be or ~~who proved to my satisfaction by producing~~ \_\_\_\_\_ as identification that he is the person described in and who executed the foregoing instrument as **Vice President** of Palm Cove Estates Homeowners Association, Inc., a not-for-profit corporation organized under the laws of the State of Florida. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation, and that he also affixed thereto the official seal of the corporation.

Executed and sealed by me at Orlando, Florida on Sep + 22, 2005.

Linda DeEtte Ebbers  
Notary Public  
Linda DeEtte Ebbers  
Print Name

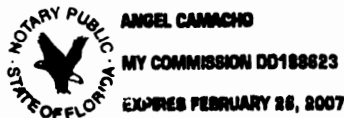
My commission expires:  
[Seal]



The State of Florida )  
County of Orange )

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared **Anita Wentley** who is known by me to be or who proved to my satisfaction by producing \_\_\_\_\_ as identification that she is the person described in and who executed the foregoing instrument as **Secretary** of Palm Cove Estates Homeowners Association, Inc., a not-for-profit corporation organized under the laws of the State of Florida. She acknowledged before me that she executed the foregoing instrument as such officer in the name and on behalf of the corporation, and that she also affixed thereto the official seal of the corporation.

Executed and sealed by me at Orlando Florida on 9/22, 2005.



Angel Camacho  
Notary Public  
Angel Camacho  
Print Name

My commission expires:  
[Seal]

Feb 26 2007

Amendment to the Declaration of Covenants and Restrictions for Palm  
Cove Estates Homeowners' Association, Inc.

**Article V**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of an Lot and Living Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection, **including reasonable attorneys fees**, thereof as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment, together with such interest thereon and the costs of collection, **including reasonable attorneys fees** thereof as hereinafter provided, is owing and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

\* \* \*

**Section 10. Effect of Nonpayment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association.** If an assessment is not paid on the date when due (being the dates specified in Section 8 hereof), then such assessment shall become delinquent and shall, together with such interest thereon, **reasonable attorneys' fees, whether suit be brought or not**, and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot to which such assessment relates, ~~which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.~~ The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the ~~rate of ten percent (10%) per annum~~ **highest rate allowed by law**, and the Association may bring an action at law against the Owner personally obligated to the pay the same or to foreclose the lien against the Lot, to which such assessment relates, and there shall be added to the amount of such assessment, **interest, costs and reasonable attorneys fees incurred in bringing an action, including any costs and attorneys' fees incurred at both trial and appellate levels.** ~~the costs of preparing and filing the Complaint in such action, and in the event a Judgment is obtained, such Judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action. In the event the~~



~~Association files a lien and said lien is satisfied without necessity of a lien foreclosure suit, the Association shall be entitled to the sum of Fifty (\$50.00) Dollars to offset the cost of the preparation of said lien together with all recording expenses for the filing of said lien.~~

The lien of the assessment provided for herein shall be subordinate to the lien of any institutional first mortgage or mortgages now or hereafter placed upon the Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of PALM COVE ESTATES HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on August 2, 1989, effective July 30, 1989, as shown by the records of this office.

The document number of this corporation is N33516.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
2nd day of August, 1989.



CR2EO22 (6-88)

A handwritten signature in cursive script, reading "Jim Smith".

Jim Smith  
Secretary of State

(RECORDED)  
7/30/89

ARTICLES OF INCORPORATION

OF

PALM COVE ESTATES HOMEOWNERS ASSOCIATION, INC.

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

ARTICLE I

NAME OF CORPORATION

The name of the corporation is PALM COVE ESTATES HOMEOWNERS ASSOCIATION, INC. (hereinafter the "Association").

ARTICLE II

COMMENCEMENT OF CORPORATE EXISTENCE

This corporation shall commence corporate existence as of the day and year that these Articles of Incorporation are signed and shall have perpetual existence unless sooner dissolved according to law.

ARTICLE III


PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is Post Office Box 616817, Orlando, FL 32861-6817.

ARTICLE IV

REGISTERED OFFICE AND REGISTERED AGENT

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



## ARTICLE V

### PURPOSE AND POWERS OF THE ASSOCIATION

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

#### SEE EXHIBIT "A"

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

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

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

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

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

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

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

## ARTICLE VI

### MEMBERSHIP

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

## ARTICLE VII

### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A: Class A members shall be every person or entity who is an Owner of a fee simple or undivided fee simple interest in any Lot that is subject by covenants of record to assessment by the Association, excluding the Developer. The Class A member shall be entitled to one (1) vote for each Lot or Dwelling Unit owned by such member and in no event shall more than (1) vote be cast with respect to any such Lot or Dwelling Unit.

Class B: The Class B member shall be the Declarant (as defined in the Declaration) and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall terminate and become converted to Class A membership on December 31, 1999.

## ARTICLE VIII

### BOARD OF DIRECTORS

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

<u>Name</u>	<u>Address</u>
Noel Moenssens	48 N. Kirkman Road, Suite 2 Orlando, FL 32811
Willy Moenssens	48 N. Kirkman Road, Suite 2 Orlando, FL 32811
Fanny O'Connell	48 N. Kirkman Road, Suite 2 Orlando, FL 32811

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

## ARTICLE IX

### INITIAL OFFICERS

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

<u>Name</u>	<u>Officer</u>	<u>Address</u>
Noel Moenssens	President	48 N. Kirkman Road Suite 2, Orlando, FL 32811
Willy Moenssens	Vice President	48 N. Kirkman Road Suite 2, Orlando, FL 32811
Fanny O'Connell	Secretary/ Treasurer	48 N. Kirkman Road Suite 2, Orlando, FL 32811

The above-named officers shall serve until the first and organizational meeting of the Board of Directors of the corporation. The officers shall be elected by the Directors at the first meeting of the Board of Directors and shall hold office for a one (1) year period from the date of their election.

#### ARTICLE X

##### DISSOLUTION

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

#### ARTICLE XI

##### DURATION

The corporation shall exist perpetually.

#### ARTICLE XII

##### AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership.

#### ARTICLE XIII

##### BYLAWS

The Bylaws of this corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded by a majority vote of the Board of Directors.

ARTICLE XIV


FHA/VA APPROVAL

In the event that the Declarant seeks Federal Housing Administration or Veterans Administration approval of the property, then as long as there is a Class B Membership, the following actions will require the prior approval of the FHA or VA: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation on this 30 day of Feb, 1989.

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

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

  
\_\_\_\_\_  
Fanny O'Connell

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30 day of Feb, 1989 by Noel Moenssens.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires June 12, 1990  
Bonded thru Troy Fein - Insurance Inc.



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30  
day of July, 1989 by Willy Moenssens.


  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires June 13, 1990  
Bonded Thru Troy Fain - Insurance Inc.

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30  
day of July, 1989 by Fanny O'Connell.

  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires June 13, 1990  
Bonded Thru Troy Fain - Insurance Inc.

**ACCEPTANCE OF REGISTERED AGENT**

The undersigned hereby accepts the designation as Registered  
Agent of PALM COVE ESTATES HOMEOWNERS ASSOCIATION, INC.

  
Noel Moenssens

**CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR  
THE SERVICE OF PROCESS WITHIN FLORIDA AND  
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Sections 48.091 and 607.325, Florida Statutes, the following is submitted:

PALM COVE ESTATES HOMEOWNERS ASSOCIATION, INC. (the "Corporation") desiring to organize as a domestic corporation or qualify under the laws of the State of Florida has named and designated Noel Moenssens as its Registered Agent to accept service of process within the State of Florida with its registered office located at:

48 N. Kirkman Road, Suite 2  
Orlando, FL 32811

**ACKNOWLEDGMENT**

Noel Moenssens, having been named as Registered Agent for the Corporation at the place designated in this Certificate, I hereby agree to act in this capacity; and I am familiar with and accept the obligations of Section 607.325, Florida Statutes, as the same may apply to the Corporation; and I further agree to comply with the provisions of Florida Statutes, Section 48.091 and all other statutes, all as the same may apply to the Corporation relating to the proper and complete performance of my duties as Registered Agent.

DATED this 30 day of July, 1989.

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

ACM/dc/Moen Disk/PalmCove.Art  
03-3402-71