

**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PLEASANT HILL LAKES**

THIS FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PLEASANT HILL LAKES (“Declaration”) is made this 28th day of January 1992, by the undersigned, their successors and assigns (“Declarants”).

WHEREAS, Declarants are the owners of certain property located in Osceola County, Florida, which is more particularly described herein (“Property”); and

WHEREAS, Declarants wish to impose certain covenants, conditions, and restrictions upon the Property for the purpose of protecting the value and desirability thereof and promoting the general welfare of the Owners of the Property;

WHEREAS, this Declaration is intended to Amend and Supersede the following: Restrictive Covenants and Easements regarding Unit 1; dated 15 January 1991 as recorded in Book 511, page 0467; Declaration of Covenants and Restrictions regarding Unit 2; dated 4 December 1981 as recorded in Book 560, page 0628, including Appendix A recorded in Book 560, page 0632; Restrictive Covenants and Easements of Pleasant Hill Lakes Units 3, 4, 5, 6, and 7 dated 18 May, 1990, as recorded in Book 959, page 0462; Restrictive Covenants and Easements regarding Unit 8, Lots 1 through 8, dated January 19, 1986, as recorded in Book 841, page 1742; Declaration of Covenants and Restrictions regarding Unit 8. Lots 9 through 45, dated 10 May, 1984, as recorded in Book 769, page 2627; Restrictive Covenants and Easements regarding Unit 9, dated 6 April, 1981, as recorded in Book 524, page 0105; and

WHEREAS, this Declaration is intended to establish uniformity of the rights, duties, and obligations of all Members owning Lots on the Property;

NOW THEREFORE, Declarants hereby declare that all of the Property shall be held, sold, and conveyed subject to the following covenants, conditions, easements, and restrictions, which shall run with the Property, and shall be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

- 1.1. "Architectural Review Committee" means and refers to the committee established by the Board of Directors of Pleasant Hill Lakes Homeowner's Association, INC. pursuant to the Bylaws.
- 1.2. "Articles and Bylaws" means and refers to the Articles of Incorporation and Bylaws of the Association as established by the Declarants and as they exist from time to
- 1.3. "Association" means and refers to Pleasant Hill Lakes Homeowner's Association, Inc., its successors and assigns.
- 1.4. "Board" means the Board of Directors of the Association.
- 1.5. "Common Area" means and refers to all Property, other than the Lots. The Common Areas owned by the Association are for the common use and enjoyment of the owners and occupants of the Property, their assigns and invitees. Specifically, "Common Area" is any area shown on the plat or plats designated as Park and shall include the exterior of all walls and fences bordering the subdivision from adjacent lands.
- 1.6. "Declarants" shall mean the undersigned, their successors and assigns,
- 1.7. "Living Unit" means a single-family residence or any portion of a residence located on the Property designated and intended for use and occupancy as a residence for a single family.
- 1.8. "Lot" means and refers to the lots subject to individual ownership, intended as a site for a residence of a single family, together with the Living Unit, if any, constructed thereon, as designated and shown on the plat of Pleasant Hill Lakes as recorded in the Public Records of Osceola County, Florida, together with all improvements thereon.
- 1.9. "Member" means a paid up member of the Association.
- 1.10. "Owner" means and refers to the record owner, whether one or more persons or entities, including contract sellers, of the fee simple title to any Lot in Pleasant Hill Lakes; but excluding those who have an interest merely as security for the performance of an obligation.

1.11. "Property" means and refers to that certain real property shown on the plat of Pleasant Hill Lakes recorded in the Public Records of Osceola County, Florida, together with all improvements thereon, appurtenant easements, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, more particularly described as follows:

UNIT 1

Lots 1 thru 9, inclusive, of PLEASANT HILL LAKES, UNIT 1, according to the Official Plat thereof as filed and recorded among the Public Records of Osceola County, Florida, in Plat Book 2, page 235.

UNIT 2

Lots 1 thru 37, inclusive, of PLEASANT HILL LAKES, UNIT 2, according to the Official Plat thereof as filed and recorded among the Public Records of Osceola County, Florida, in Plat Book 2, page 275.

UNIT 3

Lots 1 thru 28, inclusive, of PLEASANT HILL LAKES, UNIT 3, Tract C, according to the Official Plat thereof as filed and recorded among the Public Records of Osceola County, Florida, in Plat Book 6, page 93.

UNIT 4

Lots 1 thru 15, inclusive, of PLEASANT HILL LAKES, UNIT 4, Tract C-3, according to the Official Plat thereof as filed and recorded among the Public Records of Osceola County, Florida, in Plat Book 6, page 92.

UNIT 5

Lots 1 thru 16, inclusive, of PLEASANT HILL LAKES, UNIT 5, according to the Official Plat thereof as filed and recorded among the Public Records of Osceola County, Florida, in Plat Book 6, page 92.

UNIT 6

Lots 1 thru 18, inclusive, of PLEASANT HILL LAKES, UNIT 6, according to the Official Plat thereof as filed and recorded among the Public Records of Osceola County, Florida, in Plat Book 6, page 92.

UNIT 7

Lots 1 thru 20, inclusive, of PLEASANT HILL LAKES, UNIT 3, Tract C-1, according to the Official Plat thereof as filed and recorded among the Public Records of Osceola County, Florida, in Plat Book 6, page 92

UNIT 8

Lots 1 thru 8, inclusive, of PLEASANT HILL LAKES, UNIT 8, according to the Official Plat thereof as filed and recorded among the Public Records of Osceola County, Florida, in Plat Book 4, page 56; and Lots 9 thru 45, inclusive, of PLEASANT HILL LAKES, UNIT 8, according to the Official Plat thereof as filed and recorded among the Public Records of Osceola County, Florida, in Plat Book 4, page 56.

UNIT 9

Lots 1 thru 39, inclusive, of PLEASANT HILL LAKES, UNIT 9, according to the Official Plat thereof as filed and recorded among the Public Records of Osceola County, Florida, in Plat Book 2, page 258.

ARTICLE II
COMMON AREA

- 2.1 Every paid up Owner shall have a right and easement of enjoyment in and to the Common Area, together with a nonexclusive easement of ingress and egress over the roads described in Plats of Pleasant Hill Lakes recorded in the Public Records of Osceola County, Florida, which shall be appurtenant to and shall pass with title to every Lot, subject to the right of the Association, in accordance with the articles of incorporation, bylaws, and this Declaration, to the following provisions:
- (a) The right of the Association to charge reasonable fees for the upkeep, maintenance, and repair of the Common Area and any facility situated thereon;
 - (b) The right of the Association to dedicate or transfer or grant an easement or property rights to all or any part of the Common Area to any public or private agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association;
 - (c) The right of the Association to promulgate and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Area.
- 2.2 There shall be no subdivision or partition of the Common Area. No structure, plants, or other material may be placed or permitted in the Common Area which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the Common Area, except as authorized by the Association.

ARTICLE III
THE ASSOCIATION

3.1. Every person or entity who is an Owner shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. The Association shall be governed by the provisions of the Articles and Bylaws.

3.2. Powers and Duties of the Association. The Association, acting by and through its Board of Directors, shall have the following specific powers and duties, responsibilities and obligations, to wit:

- (a) Ownership and Management of Common Area. To own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve and protect all Common Areas.
- (b) Payment of Common Expenses. To pay all Common Expenses associated with the ownership, administration, management, operation, regulation, care, maintenance, repair, replacement, restoration, preservation and protection of the Common Areas.
- (c) Levy and Collection of Assessments. To establish, make, levy, impose, enforce, and collect all Assessments for which provision is made in this Amendment or which shall otherwise be necessary to provide and assure the availability of such funds as may be reasonably necessary to pay all Common Expenses or otherwise conduct the business and affairs of the Association.

3.3. Other Activities. To engage in any and all other activities permitted to be engaged in by a not-for-profit corporation existing under the laws of the State of Florida as may be necessary or appropriate for the achievement of the objectives and purposes for which the Association has been created, formed, and established.

3.4. Voting Rights. Each member in good standing shall be entitled to vote on each matter submitted to a vote of the members, provided however, that each member shall be the sole owner of a residential lot in Pleasant Hill Lakes, Units 1 through 9. A member shall have one vote for each residential lot of which he is the sole owner. Where two or more owners own a lot, or in the event of resubdivision, only one vote for such lot or unit owned shall be allowed, and such joint owners shall designate and register with the Secretary of the Association the name of the owner entitled to cast such a single vote.

- (a) At membership meetings all votes shall be cast in person, or by proxy registered with the Secretary.
- (b) The Board of Directors is authorized to establish regulations providing for voting by mail.

ARTICLE IV
ASSESSMENTS

- 4.1. In order to provide for and assure the availability of the funds necessary to pay Common expenses associated with the ownership, care, maintenance, repair, restoration, replacement, preservation, and protection of the Common Areas, each Lot and each Owner of such Lot, by acceptance of a deed or other conveyance of title to the Lot, whether or not so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall be obligated for and deemed to covenant and agree to pay to the Association all annual assessments, and the cost of collection thereof (including interest and reasonable attorney's fees), shall be a charge on the land and a continuing lien upon the Property against which each such assessment is made, and shall also be the personal obligation of the Owner.
- 4.2. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area, by abandonment, or otherwise.
- 4.3. No mortgagee shall be required to collect any assessment.
- 4.4. The annual and special assessments levied by the Association shall be used exclusively for the repair, improvement, and maintenance of the Properties, services, and facilities and for promoting recreation, health, safety, and welfare of the Owners pursuant to the Articles and Bylaws.
- 4.5. All regular and special assessments shall be at a uniform rate for each Lot.
- 4.6. The association shall be and is hereby authorized, empowered, and directed to establish, levy, make, impose, enforce, and collect during each calendar year an annual assessment for Common Expenses to be incurred by the Association during such calendar year in the performance of its duties and obligations pursuant to this Declaration. This annual assessment may be increased or decreased by the Association after considering current maintenance costs and future needs of the Association; however, the annual assessment for each lot shall not increase more than 20% in any given year.

- (a) Not later than December 1st of each calendar year, the Association shall provide written notice to each Lot Owner of the amount of the annual assessment established, made, levied, and imposed for the next succeeding calendar year and the dates upon which installments for the same shall become due and payable.
 - (b) The initial annual assessment shall be in the amount of \$120.00 per lot and shall be due payable in advance of January 1 of each calendar year. However, this assessment may be made in two installments, provided that the Lot Owner notifies the Treasurer of the Association in writing prior to January 1 of each year. If the Lot Owner elects to pay in two installments, the first installment shall be payable on or before January 1 of each year, with the second installment due July 1 of that year. If any assessment or installment is not paid within thirty (30) days of the due date, it shall be delinquent and the Association will assess the Lot Owner with a \$25.00 late fee. Such annual assessment shall be due and payable without any further notice other than that notice specified in Section 4.6 (a) above.
- 4.7. If any member shall fail to pay his assessments as the same becomes due, on the failure of payment of the assessments after ten (10) days written notice of such delinquency given by the Association to such member, the amount of the assessment shall become a lien on such member's Unit or Lot in the subdivision in favor of the Association, and the Association shall have the right to record a notice of claim of lien, and proceed thereon in accordance with the provisions of Florida Statutes regarding mortgage foreclosures. Or, in the event the Association shall not record a lien, it shall have the right to commence an in personam action against such member for the collection of the assessments in any court of competent jurisdiction.
- 4.8. Any Owner who does not pay any assessment within thirty (30) days of the date when due shall be ineligible to vote at Association meetings, in person or by proxy, and shall have no rights of any kind arising out of a membership in the Association.

- 4.9. All Assessments established, made, levied, and imposed by the Association pursuant to this Amendment, together with interest, late charges, costs and expenses, including attorneys' fees associated with the collection thereof (whether suit be brought or not), shall be a charge and a continuing lien upon each Lot against or with respect to which any such Assessment is made or levied.
- 4.10. The lien for all Assessments provided for in this Declaration shall be and is hereby made junior, inferior and subordinate in all respects to the lien of any bona fide first mortgage held by an institutional lender upon a particular Lot. The sale, transfer, or conveyance of title to a particular Lot shall not affect the effectiveness, viability or priority of any Assessment lien or the personal liability of the Owner of such Lot for the payment of any Assessment; provided, however, that the sale, transfer or conveyance of title to a particular Lot pursuant to judicial proceedings in foreclosure of a bona fide first mortgage on such Lot held by an institutional lender, or a deed in lieu thereof, shall extinguish the lien of such Assessments (but not the personal liability of the Owner of such Lot) as to payments on account thereof which became due and payable prior to such foreclosure sale, transfer or conveyance. However, no such foreclosure sale, transfer or conveyance shall relieve such Lot or the Owner of that Lot from the personal obligation or liability for the payment of any Assessments accruing or becoming due and payable subsequent to such sale, transfer or conveyance from the lien thereof.

ARTICLE V

MAINTENANCE

- 5.1 The Association shall have the following duties and obligations with respect to the Property, including, but not limited to, the following:
- (a) Maintenance, landscaping, and repair of the Common Area;
 - (b) Maintenance and repair of all sprinkler systems in the Common Area or other items in the common area for which the Association otherwise has maintenance responsibility, including any landscape buffers or similar areas;
 - (c) Management, maintenance, improvement, and beautification of parks, buffer strips, and recreation, areas and facilities;

- (d) Lighting, improvement and beautification of access ways and easement areas
- (e) Acquiring equipment for the maintenance and repair of the Common Area as may be determined by the Board;
- (f) Obtaining other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, or insurance which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Property, for the benefit of the Owners, or for the enforcement of this Declaration;
- (g) To pay all common expenses associated with the ownership, administration, management, operation, care, maintenance, repair, replacement, restoration, preservation, and protection of the Common Areas;
- (h) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the common properties and/or in furnishing services and facilities provided for the members of the Association;
- (i) Repayment of funds, and interest thereon, which have been or may be borrowed by the Association for any of the aforesaid purposes;
- (j) To establish, make, levy, impose, enforce, and collect all Assessments necessary to provide and assure the availability of funds as maybe reasonably necessary to pay all common expenses or otherwise conduct the business and affairs of the Association;
- (k) In general, to own, hold, control, administer, manage, operate, regulate, care for, maintain, landscape, repair, replace, restore, preserve and protect all Common Areas;
- (l) Doing any other thing necessary or desirable in the judgment of the, Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or, which in the judgment of the, Association, may be of general benefit to the members; and

- (m) To engage in any and all other activities permitted to be engaged in by a not-for-profit corporation existing under the laws of the state of Florida as maybe necessary or appropriate for the achievement of the objectives and purposes for which the Association has been, created, formed and established.
- 5.2 With the exception of those responsibilities specifically conferred on the Association, each Lot shall be maintained and repaired, at the owner's sole cost and expense, in a condition comparable to its condition at the time of its' initial construction, reasonable wear and tear excepted.
- 5.3 In the event that any of the improvements located on the Property are destroyed or damaged as a result of any cause, including, but not limited to, fire, windstorm, flood or tornado, the owner of such improvements or the Association if the damaged property shall be located within the Common Area, shall cause repair or replacement or removal of debris of such improvements, to be commenced within ninety (90), days from the date that such damage or destruction occurred, and, to complete the repair or replacement within six (6) months thereafter, or as soon as reasonably practicable. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and boundary of the original improvements, unless a change is approved by The Architectural Board.
- 5.4 The Association incorporates Chapter 5, Article I, section 5.2 building regulations of Osceola County, Florida into this Declaration.
- 5.5 For the purposes of performing the duties authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any Lot at all reasonable hours.

ARTICLE VI
ARCHITECTURAL CONTROL

- 6.1 The Architectural Review Committee members shall be appointed by the Board of Directors of the Association.
- 6.2 There shall be an Architectural Review Committee consisting of no less than three (3) persons to carry out the duties and functions set forth herein and such other duties and functions as may be subsequently assigned or delegated to it by the Association.

- 6.3 The Board shall promulgate and adopt residential planning guidelines for the Property for the purpose of protecting the value of the Property and providing for the health, safety, and welfare of the Owners. When the residential planning guidelines have been adopted by the Board they shall be applicable to the Property as if fully set forth herein. The residential planning guidelines may be amended from time to time by the Board.
- 6.4 The residential planning guidelines substantially affect the Lots, the size, nature, style and quality of improvements that may be constructed on them, and certain other matters. Any person contemplating the purchase of any part of the Property should examine the residential planning guidelines carefully. A copy of the residential planning guidelines adopted by the board of directors shall be made available to any Owner, prospective purchaser of a Lot or mortgagee upon written request of an officer or director of the Association. If there is a conflict between the provisions of this Declaration and the residential planning guidelines, the provisions of this Declaration shall control to the extent of the conflict.
- 6.5 Plans, specifications, and location for all residences, garages, utility buildings, fences, walls, screen enclosures, drains, disposal systems, aerial antenna, dish antenna or other structures or improvements of any kind whatsoever, and for all driveways, culverts, curbs, gutters, storm sewers, paving, and other improvements, additions, deletions, repair, replacement or structures of any kind whatsoever proposed to be constructed, placed, erected, or maintained on any lot in the subdivision shall be submitted to the Architectural Review Committee for written approval as to quality of workmanship and materials, harmony of design, aesthetic effect, size, nature, kind, shape, height, relationship to existing structures, and location with respect to topography and finish grade elevation, prior to the commencement of construction or the installation thereof. No construction shall be commenced or building permit obtained until the Architectural Review Committee shall have approved the plans and specifications, provided however, that if the Committee shall not have either approved or disapproved the plans and specifications within 7 days after submission thereof to the Committee, approval will not be required and this section will be deemed to have been fully complied with.
- 6.6 The submission of plans shall be to any Officer or Board Member or Architectural Review Committee member.
- 6.7 Any master plan will still require individual lot plan and site plan before being approved for that lot.

ARTICLE VII
USE RESTRICTIONS

- 7.1 Lots may be used for single-family residential living units and for no other purpose. No more than one residential structure may be constructed or maintained on any Lot. No Lot shall be divided, subdivided, partitioned, or reduced in size.
- 7.2 No structure of any type shall be located on any Lot nearer than fifty (50) feet to the front lot line, nearer than fifteen (15) feet from rear lot line, nearer than fifteen (15) feet to any side lot line. For the purpose of this covenant, eaves and slabs shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- 7.3 The living area of any single-family residence shall not be less than 2,000 square feet in Unit 1; 1,600 square feet in Unit 2; 1,500 square feet in Units; 3, 4, 5, 6, and 7; 2000 square feet in Unit 8, Lots 1 through 8; 1,700 square feet in Unit 8, Lots 9 through 45, and 2,000 square feet in Unit 9, excluding and excepting porches, garages, and any other area not being a part of the main body of the residential structure
- 7.4 All lavatories and toilet facilities shall be located inside the main residential building or approved structure and connected with outside septic tanks constructed in accordance with the standards and requirements prescribed by law and local and state health authorities at the time of construction. The laws of the state of Florida, the County of Osceola, as well as the rules and regulations of their administrative agencies, now or hereafter in effect, with regard to sewage disposal, water supply, and sanitation, are hereby incorporated and made a part hereof.
- 7.5 The exterior of all buildings must be finished with new materials of Number 2 grade or better, novelty siding, stone, glass block, cement block, mineral brick, or metal or plastic siding of a variety normally associated with quality residential construction, within six (6) months after construction has begun. No exposed cement block is permissible. All exteriors must be kept painted and in good repair.
- 7.6 Under no circumstances shall pulp, tin, or tar paper appear on any portion of the exterior of the building, including the roof of any resident. Aforesaid roof is to be of standard, approved fire-resistant materials. No garage or accessory building shall be used as living quarters, and any alterations to the mentioned requirements must be approved by the Architectural Review Committee.

- 7.7 All Lots shall be kept mowed and maintained at all times, including the time prior to construction of improvements thereon. The owner of the adjacent lot shall, maintain the area from the edge of the lot line to the paved, portion of the roadway.
- 7.8 No, fence or hedge shall be placed or erected unless it conforms with the style of the development, or the prior written consent of the Architectural Review Committee has been obtained.
- 7.9 Barb wire, electrical, or other dangerous fences or gates shall not be erected on any Lot. Any fences and gates to be built on the Property shall be constructed of new materials in accordance with Architectural Review Committee approval. No fence or structure shall be constructed forward of the front building line.
- 7.10 No trailers, shacks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot or the Common Area without the prior written consent of the Architectural Review Committee.
- 7.11 Boats and recreational vehicles shall be parked or stored behind forward front building line, and no closer than 5 feet to any property line.
- 7.12 No house or utility trailer, mobile home, tractor, vehicle or commercial vehicles of a size larger than a one (1) ton truck, or any inoperable vehicle should be allowed on any of the said Lots, except for certain areas specifically designated for such use. Inoperable vehicles or vehicles under repair for a period longer than 48 (forty-eight) hours may be placed, kept, or stored upon the Property only if in a closed garage. No Lot shall be used as a junk yard or auto graveyard. None of the above-mentioned vehicles shall be permitted to be parked in the subdivision. No vehicles or trailers shall be used for living purposes.
- 7.13 No parking is permitted in the traveled section of any roadway or street, except in residential areas where "on street" parking shall be allowed only for temporary visitor parking, and in such areas no parking shall be allowed on the paved traveled portion of the roadway.
- 7.14 Outdoor drying lines should be screened with shrubbery and concealed in the rear of the yard only.

- 7.15 Nothing shall be altered in, constructed on or removed from the Common Area except upon the prior written consent of the Board.
- 7.16 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Area. However, dogs, cats, and other common household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long, as they are not kept, bred, or maintained for commercial purposes. No animals shall be allowed to run loose at any time.
- 7.17 All rubbish, trash, garbage, or other waste materials shall be kept in sanitary containers. Sanitary containers shall not be placed in public view except for a reasonable period for refuse pickup to be accomplished. Construction trash shall be kept in wire basket and kept tidy.
- 7.18 No sign of any kind shall be displayed to public view on any Lot or the Common Area, except a sign identifying the Property, street, or traffic control signs and a lot numbering system as established by the Declarants or the Board. Notwithstanding any of the foregoing, Owners shall be permitted to display a "For Sale" or "For Rent" sign, not to exceed eight (8) square feet, or a sign approved by the Architectural Review Committee. No sign of any kind shall be displayed on common areas without approval of the Board.
- 7.19 No church or religious home shall be constructed on property without the consent of all adjoining property owners, together with the consent of all the property owners within 1,000 feet of the location of such church or religious home.
- 7.20 Nothing shall be done or maintained on the Property which may be or become obnoxious, illegal, harmful, offensive, or a nuisance.
- 7.21 Nothing in this Declaration shall be understood or construed to prevent the Declarants or their agents and employees from doing whatever may be reasonable, necessary, or advisable for the completion of improvements on the Property and the sale and establishment of the Property as a residential community.
- 7.22 All lots previously cleared or grubbed, shall be maintained to keep plant growth below 18 inches in height.

ARTICLE VIII
EASEMENTS

- 8.1 This Declaration is subordinate to and will be subordinated without the necessity of any other instrument to an easement or easements given or to be given by the Declarants or their predecessors in title covering the basic electric, gas, water, sewer, and drainage systems to be installed, on the Property, together with an easement or easements given or to be given by the Declarants or their predecessors in title for cable television, telephone and any other public or quasi-public utility for the installation and maintenance of service lines on the Property.
- 8.2 Easements and right-of-ways are hereby expressly reserved for utility and drainage purposes and ingress and egress over and upon six (6) feet on each side and twelve (12) feet on the back of all property lot lines. These easements and right-of-ways are reserved in part for drainage and utility purposes, which shall include, but not be limited to, the construction, creation and maintenance of utilities, such as gas, water, telephone, telegraph, electricity, sewers, storm drains, public, quasi-public and private, as well as for any other public, private or quasi-public utility or function deemed necessary and expedient for the public's health and welfare. Declarants, their transferees, assigns, or successors reserve the right to cut and trim trees and shrubbery to the extent necessary to protect the above described easements for purposes indicated thereon and to cut down and remove from time to time all dead, weak, leaning or dangerous trees that are tall enough to damage said utilities in falling. It is further understood and agreed that no purchaser will erect any structure or any barrier or change the natural ground level within these easements.

ARTICLE IX
ENFORCEMENT

- 9.1 The provisions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarants, the Association, the Owner of any Lot and their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then owners of three-fourths (3/4) of the Lots has been recorded, agreeing to change, modify, alter, or terminate said covenants and restrictions in whole or in part.

9.2 Violation or breach of any condition, covenant, or restriction herein contained shall give the Declarants, the Association, and the aggrieved Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of this Declaration and to prevent the violation or breach thereof. The expense of such litigation shall be borne by the Owner(s) against whom such action is brought, provided such proceeding results in a finding that such Owner(s) was in violation of the terms of this Declaration. Expenses of litigation shall include reasonable attorney's fees incurred both at trial and on appeal.

9.3 The waiver by the Declarants, or by any Owner, to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

9.4 Fines:

- (a) The association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee or invitee, to comply with any provision of the declaration the association bylaws, or reasonable rules of the association. No fine will become a lien against a unit. No fine may exceed \$50.00 nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and if applicable to its licensee or invitee.
- (b) The Board shall have the power to impose reasonable fines, which shall not constitute a lien upon the property, and to suspend an owner's right to vote or to use the common elements or the easement properties for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a unit. In the event that any occupant of a unit other than the owner violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the fine shall be assessed against such occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the unit owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Act or of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.
- (c) The Board shall not impose a fine (a late charge shall not constitute a fine) or suspend an owner's right to vote or to use the common elements or easement properties unless and until the following procedure is followed:
 - a. Notice: In the event a rule or restriction contained in the Declaration or Bylaws of the Association or a rule or regulation adopted pursuant thereto is violated, the Board shall serve the violator and Owner with written notice sent by certified mail

return receipt requested to the violator and the Owner (at the Unit address and at any other address or addresses that the owner may have designated to the Association in writing), which shall contain: (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a statement that the violator may challenge, the fact of the occurrence of a violation, the proposed sanction or both; (iv) the name, address, and telephone number of a person to contact to challenge the proposed action; and (v) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten 10 days of the date of the notice. If a challenge is not made, the sanctions shall be imposed not less than ten (10) days from the date of the notice.

- b. Hearing: If the alleged violator challenges the proposed action within the time period allowed, a hearing before the Board shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. The hearing shall be set and notice of the time, date (which shall not be less than ten (10) days from the giving of notice), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator. Prior to the effectiveness of any sanction hereunder, proof of notice shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
- (d) Notwithstanding any other provisions in the Declaration or these Bylaws to the contrary, the Association, acting through its Board of Directors, may elect to enforce any provision of the Act, the Declaration, these Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in this Article. In any such action, to the maximum extent permissible, the owner or occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

ARTICLE X
NOTICE

Any notices, except those provided at Article 9.4(c)(1), required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the address of the owner on the records of the Association at the time of such mailing.

ARTICLE XI
AMENDMENT

This Declaration may be amended at any time upon the affirmative vote of not less than three-fourths (3/4) of the Owners.

ARTICLE XII
GENERAL PROVISIONS

- 12.1 Whenever the singular is used it shall include the plural and use of the plural shall include the singular. The use of any gender shall include all genders.
- 12.2 This Declaration shall become effective upon recording in the Public Records of Osceola County, Florida

ARTICLE XIII
SEVERABILITY

Invalidation of anyone or more of the provisions of this Declaration by judgment or court order shall in no way affect any other provision hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the following Unit Owners have affixed their hands and seals: [List unit owners by name, lot, and unit#]. The original signature of the above referenced Unit Owners are on file with the Secretary of Pleasant Hill Lakes Homeowners Association, and will be produced upon written request.

