

This instrument prepared by:

Helena Gutierrez Malchow, Esquire  
WEAN & MALCHOW, P.A.  
646 East Colonial Drive  
Orlando, Florida 32803



**CERTIFICATE OF REVIVAL AND EXECUTION OF THE GOVERNING DOCUMENTS OF  
WINGROVE ESTATES HOMEOWNERS ASSOCIATION, INC.**

The undersigned authorities on behalf of Wingrove Estates Homeowners Association, Inc. ("the Association") hereby certify that in accordance with the provisions of Section 720.407 (2), Fla. Stat. (2018), the attached exhibits, consisting of:

- (1) Plat of Wingrove Estates; and
- (2) Declaration of Covenants and Restrictions for Wingrove Estates, and
- (3) First Amendment to Declaration of Covenants and Restrictions, Wingrove Estates, and
- (4) Articles of Incorporation of Wingrove Estates Homeowners Association, Inc.; and
- (5) By-Laws of Wingrove Estates Homeowners Association, Inc.; and
- (6) The legal descriptions of each affected parcel of property, and
- (7) Department of Economic Opportunity correspondence of November 16, 2018

have been revived, as evidenced by the attached approval from the Department of Economic Opportunity also attached hereto as exhibit "7".

Pursuant to Section 720.407, Fla. Stat. the undersigned president and secretary of the Association hereby execute the revived governing documents listed above and approved by the Department in the name of the Association.

Accordingly, the attached governing documents are effective for a period of thirty (30) years from the date of recording of this document.

Witness our hands and seals this 26<sup>th</sup> day of November, 2018.

WINGROVE ESTATES HOMEOWNERS  
ASSOCIATION, INC.

By [Signature]  
Stephen Denomme, President

STATE OF FLORIDA :  
COUNTY OF ORANGE :

Before me, the undersigned authority, personally appeared Stephen Denomme, to me personally known to be the President of Wingrove Estates Homeowners Association, Inc. or having produced a Florida Driver's License No. \_\_\_\_\_, as identification and did/did not take an oath, and acknowledged before me that he freely and voluntarily executed the same as such officer, under authority vested in him by said Association.

Witness my hand and official seal in the State and County last aforesaid, this 26<sup>th</sup> day of November, 2018.



ANASTASIA A. FRANCIS  
MY COMMISSION # FF 541163  
EXPIRES: December 6, 2019  
Banded Thru Budget Notary Services

My Commission Expires: 12/6/2019

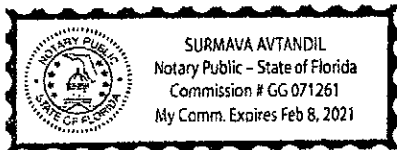
[Signature]  
(SIGN)  
Notary Public, State of Florida at Large

By Mary Levell  
Mary Levell, Secretary

STATE OF FLORIDA :  
COUNTY OF ORANGE :

Before me, the undersigned authority, personally appeared Mary Levell, to me personally known to be the Secretary of Wingrove Estates Homeowners Association, Inc. or having produced a Florida Driver's License No. 2140-585-58-790-0, as identification and did/did not take an oath, and acknowledged before me that she freely and voluntarily executed the same as such officer, under authority vested in her by said Association.

Witness my hand and official seal in the State and County last aforesaid, this 27<sup>th</sup> day of November, 2018.

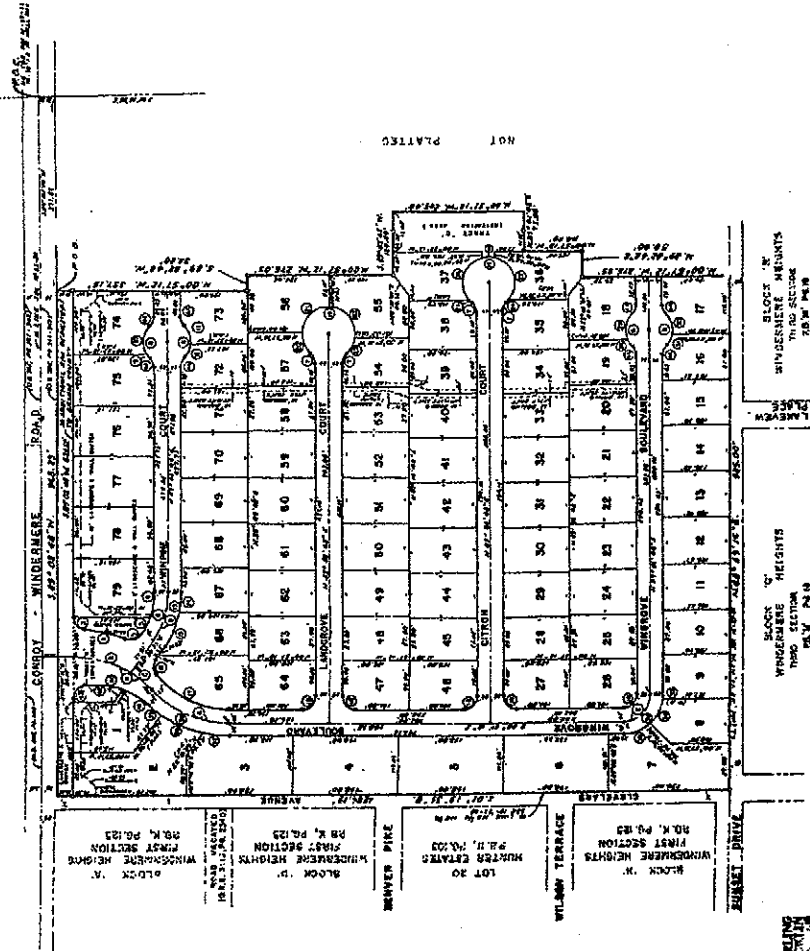


My Commission Expires: Feb 8, 2021

[Signature]  
(SIGN)  
Notary Public, State of Florida at Large



WINGROVE ESTATES  
SECTION 15, TOWNSHIP 21 SOUTH, RANGE 28 EAST  
ORANGE COUNTY, FLORIDA



GENERAL NOTES

NO.	DESCRIPTION	DATE
1	...	...
2	...	...
3	...	...
4	...	...
5	...	...

LEGAL NOTES

1. The land shown on this plat is the North Half of the Northwest Quarter of Section 15, Township 21 South, Range 28 East, as being 5 acres, more or less, and is situated in Orange County, Florida.

2. The land shown on this plat is the North Half of the Northwest Quarter of Section 15, Township 21 South, Range 28 East, as being 5 acres, more or less, and is situated in Orange County, Florida.

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LEGEND

- 1. Boundary lines shown on this plat are based on the original survey of the land.
- 2. The land shown on this plat is the North Half of the Northwest Quarter of Section 15, Township 21 South, Range 28 East, as being 5 acres, more or less, and is situated in Orange County, Florida.
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6646

APPROVED BY THE ORANGE COUNTY  
COMMISSION AT THEIR MEETING 2973463 ORANGE CO. FL.  
08:39:20AM 03/31/88

MAR 28 1988

13969 PG0287

DECLARATION OF COVENANTS AND RESTRICTIONS

WINGROVE ESTATES

According to the plat thereof recorded in  
Plat Book 21, Pages 66 and 67,  
Public Records of Orange County, Florida.

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of  
Covenants and Restrictions ("Declaration"), made and entered  
into on this 11th day of February, 1988, by PAUL  
CURTIS REALTY, INC., a Florida corporation, hereinafter referred  
to as "Developer".

WITNESSETH:

WHEREAS, the Developer is the owner of the Subject Property,  
as hereinafter described in Article I hereof, all of which  
property is located in Orange County, Florida, and all of which  
real property is hereinafter referred to as "Wingrove Estates"  
or "Subject Property" interchangeably; and

WHEREAS, the Developer desires to create in Wingrove Estates  
a residential community with open spaces and other facilities  
for the benefit of said community; and

WHEREAS, the Developer desires to provide for the  
preservation of the values and amenities in said community and  
for the maintenance of open spaces and other facilities; and, to  
this end, desires to subject the Subject 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 Subject Property and each Owner thereof; and

WHEREAS, the Developer has deemed it desirable, for the  
efficient preservation of the values and amenities in said  
community, to create an agency to which should be delegated and  
assigned the powers of maintaining and administering the  
community properties and facilities and administering and  
enforcing the covenants and restrictions and collecting and  
disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer will incorporate under the laws of  
the State of Florida, as a non-profit corporation, WINGROVE  
ESTATES HOMEOWNERS ASSOCIATION, INC., the purpose of which will  
be to exercise the functions aforesaid for the Subject Property.

NOW, THEREFORE, the Developer declares that the real  
property described as the Subject Property in Article I shall be  
held, transferred, sold, conveyed and occupied subject to the  
covenants, restrictions, easements, charges and liens (sometimes  
referred to as "Covenants and Restrictions") hereinafter set  
forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this  
Declaration (unless the context shall prohibit) shall have the  
following meanings:

(a) "Association" shall mean and refer to the WINGROVE  
ESTATES HOMEOWNERS ASSOCIATION, INC.

(b) "The Properties" shall mean and refer to the Subject  
Property.

THOMAS H. LOCKER,  
Orange County  
Comptroller  
By Paul Curtis Realty, Inc.  
Deputy Clerk  
Rec Fee \$ 73.20  
Add Rec \$ 9.50  
Doc Tax \$ 1.50  
Int Tax \$ 1.50  
Total \$ 86.70

RETURN TO CLERK'S OFFICE - OGC - 5TH FLOOR - COURTHOUSE - 400 N. MAIN ST.

(c) 1. "Retention Area" shall mean and refer to that area of land designated on the Plat of Wingrove Estates as Tract C, to be used as a stormwater retention area subject to the conditions and uses set forth on the recorded Plat of Wingrove Estates and those contained herein.

2. "Open Area" shall mean and refer to that area of land designated on the Plat of Wingrove Estates as Tracts A and B, to be devoted to the general use of the residents of Wingrove Estates as open space and shall be owned and maintained by the Association.

(d) "Lot" shall mean and refer to any plot of land shown on the recorded Plat of Wingrove Estates which lot is identified and designated as a numbered lot, with the exception of Retention Area and Open Area heretofore defined.

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

(f) "Owner" shall mean and refer to the Owner of public record, including the Developer, whether one or more persons or entities, of the fee simple title to any Lot, but notwithstanding any theory of law, the Owner shall not mean or refer to any mortgagee unless and until the mortgagee has acquired title pursuant to foreclosure or proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article II, Section 1.

(h) "Subject Property" shall mean and refer to Wingrove Estates, according to the plat thereof as recorded in Plat Book 21, Pages 66 and 67, of the Public Records of Orange County, Florida.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

#### Section 1. Membership.

(a) Except as set forth herein, every Owner shall be a Member of the Association. No person or entity who holds record title of a fee or undivided fee interest in any Lot merely as a security for the performance of any obligation shall be a Member. A builder who in its normal course of business purchases a Lot for the purpose of constructing a Living Unit thereon for resale shall not become a Member of the Association so long as such builder does not occupy the Living Unit as a residence. Only those persons who purchase a Lot and improvements thereon after completion of construction and the Developer shall be Members. If a builder does occupy the Living Unit, and does pay all the assessments required in Article V, he shall become a Member.

(b) For the purpose of this Article the Developer shall be considered the record Owner of a fee interest in and therefore a Member in regards to all unsold Lots and Living Units either developed or contemplated in the Subject Property.

(c) The Developer shall also have the Voting Rights to all Lots owned by persons or entities not entitled to Membership as herein defined.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person hold such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, 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. The Class B Member shall be entitled to ten votes for each Lot in which it holds the interest required for membership by Section 1.

### ARTICLE III

#### OPEN AREA, LANDSCAPE AND WALL BUFFER AND RETENTION AREA

Tracts A and B shall be used as an Open Area for the benefit of the residents of Wingrove Estates. The Developer will install an irrigation system and landscaping for the Open Area. The Developer shall build a wall in the Landscape and Wall Buffer shown on the recorded plat. An easement is reserved for the benefit of the Association over the Landscape and Wall Buffer for maintenance, repair and replacement of the wall and landscaping. An easement is reserved for the benefit of the Association over the rear 5 feet of Lots 2 through 17 in which a wall may be built by the Developer or the Association. The Association shall be responsible for the maintenance, repair and replacement of the irrigation system, landscaping and walls and maintenance of areas referred to in this Article III not maintained by governmental authorities under the provisions of any Municipal Service Taxing Unit Ordinance. Developer reserves the right to relocate the Retention Area in Tract C if such relocation is approved by Orange County. Upon such approved relocation, title to any part of Tract C as presently shown on the recorded plat not included within the relocated Retention Area shall vest in the Developer, free of all rights and interests arising as a result of the recording of the plat.

Section 1. Owners' Rights and Duties: Utilities. The rights and duties of the Owners with respect to electricity, telephone lines and drainage facilities shall be governed by the following:

(a) Wherever electricity, and telephone lines or drainage facilities are installed within the Subject Property, the Owners of any Lot served by said connections, lines or facilities, shall have the right to, and there is hereby reserved to the Developer, its successors and assigns, an easement to the full extent necessary therefor, together with the right to grant and transfer the same to the Owners, to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections, lines or facilities, as and when the same may be necessary as set forth below.

(b) Wherever electricity, and telephone lines or drainage facilities are installed within the Subject Property, which connections serve more than one (1) Lot, the Owner of each Lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot. In the event that an Owner or a public utility company serving such Owner enters upon any Lot in furtherance of the foregoing, it shall be obligated to repair such Lot and restore it to its condition prior to such entry.

Section 2. Utilities. Easements over the Subject Property for the installation and maintenance of electric and telephone lines and drainage facilities as shown on the recorded plat of the Subject Property are hereby reserved by the Developer, its successors and assigns, together with the right to grant and transfer the same. Developer for itself, its successors and assigns reserves the right to install utility and drainage facilities, equipment, pipes, lines, conduits in and upon any and all easement areas shown on the recorded plat of the Subject Property and to use said easement areas and all facilities and equipment therein located in connection with the development of any lands adjacent to or adjoining the Subject Property.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees 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. Provided, however, the Developer shall not be required to pay any assessments for any Lot it owns or for any Lots for which it is considered a Member. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

If the assessments are not paid on the date when due, then said assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the Living Unit and Lot upon which same is erected which shall bind such Living Unit and Lot upon which same is erected, 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 and shall not pass to his successors in title unless expressly assumed by them or unless the Association causes a lien to be recorded in the Public Records giving notice to all persons that the Association is asserting a lien upon the Living Unit and Lot upon which same is erected.



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 highest rate of interest then allowed by the laws of the State of Florida, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Living Unit and Lot upon which same is erected, and there shall be added to the amount of such assessment, the stated interest, together with the costs of the action, including legal fees, whether or not judicial proceedings are involved, also including legal fees and costs incurred on any appeal of a lower court decision.

**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 Wingrove Estates and in particular for the improvement and maintenance of properties, services and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed or furnished which are devoted to the purpose and related to the use and enjoyment of the homes situated upon the Subject Property, including but not limited to:

- (a) Payment of operating expenses of the Association.
- (b) Management, maintenance, improvement and beautification of landscaping and irrigation of Tract A and Tract B, the Walls and Landscape and Wall Buffer shown on the recorded plat of the Subject Property and improvements thereon.
- (c) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and/or in furnishing the services and facilities provided herein to or for the Owners and Members of the Association.
- (d) Repayment of funds and interest thereon which have been or may be borrowed by the Association for any of the aforesaid purposes.
- (e) Doing any other thing necessary or desirable, in the judgment of the Association, to keep The Properties neat and attractive or to preserve or enhance the value of The Properties or to eliminate fire, health or safety hazards or, which in the judgment of the Association, may be of general benefit to the Owners.

**Section 3. Original, Annual and Maximum Assessments.**

(a) **Original Assessment.** The original assessment shall be Two Hundred Dollars (\$200.00) per Living Unit and shall be paid by the Owner at time of closing on each Living Unit. The Association may use any part or all of said original assessment for the purposes set forth in Section 2 of this Article. Neither the Developer when it sells a Lot or Living Unit, nor the builder who purchases a Lot to build a Living Unit thereon, shall be required to pay the original assessment.

(b) **Annual Assessment.** The initial annual assessment shall be Two Hundred Dollars (\$200.00) per Living Unit, payable annually on January 1 of each year. This annual assessment shall be in addition to the above mentioned original assessment and shall be prorated in the year of initial purchase by the Owner. Said assessment shall be paid directly to the Association, to be held in accordance with the above provisions. The Association may adjust the annual assessment after the end of each calendar year to cover anticipated or experienced increases in the funds expended by the Association.

(1) No adjustment shall be made which increases the annual assessment for any year more than 15% from the previous annual assessment unless approved by 75% of the total number of votes authorized to be cast by the membership of the Association at a meeting called and noticed in accordance with Section 4 hereof.

(2) No adjustment shall reduce the annual assessment below the initial annual assessment unless approved by 75% of the total number of votes authorized to be cast by the membership of the Association at a meeting called and noticed in accordance with Section 4 hereof.

(3) The Association shall send a notice to the Owners setting forth any adjustment in the annual assessment and the manner of making such adjustment at least sixty (60) days prior to the payment date of the first installment of the annual assessment.

Section 4. 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 any capital improvement upon the Retention Area, Open Area, Landscape Buffer and Wall Easements, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 75% of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, 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.

Section 5. Change in Annual Assessments. In addition to the procedure provided in Section 3 hereof, the Board of Directors of the Association may change the assessments prospectively for any period.

Section 6. Quorum for any Action Authorized Under Section 4. The quorum required for any action authorized by Section 4 of this Article shall be as follows:

At the first meeting called, as provided in Section 4 of this Article, the presence at the meeting of Members, or of proxies, entitled to cast 60% of all the votes 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 Section 4 of this Article, 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 60 days following the preceding meeting.

Section 7. Certificate of Payment. 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. The Association may charge a reasonable fee for this certificate.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the Living Unit and Lot upon which same is erected subject to assessment. This subordination shall not relieve such Living Unit and Lot upon which same is erected from liability for any assessments now or hereafter due and payable.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by any local public authority and devoted to public use; (b) Tracts A, B and C; (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; and (d) all property owned by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens, other than Lots owned by the Developer.

Section 10. Municipal Service Tax Units. All of the Subject Property shall be included within such Municipal Service Tax Units (hereinafter "MSTU") which the Developer has been required by the Orange County Board of Commissioners to form to provide funds for any one or more of the following purposes: (i) maintenance and operation of street lights that will be installed on the Subject Property and/or (ii) maintenance of the stormwater drainage and retention systems on the Subject Property. Each of the Lots and Living Units within Wingrove Estates is subject to the restrictions and limitations imposed by such MSTU, including but not limited to an annual tax for the maintenance of the real and personal property set forth above. Each of the Owners of a Lot or Lots in Wingrove Estates by acceptance of the deed of conveyance agrees to pay such annual assessment and further agrees that such annual assessment shall constitute a lien on the respective Lot or Lots in such manner as ad valorem taxes assessed under the laws of the State of Florida. The Association shall maintain those parts of the Retention Area, maintenance of which is not paid for by the MSTU and under no condition shall the Association assess the Owners, Lots or Living Units for items which are being maintained through funds generated by the MSTU.

#### ARTICLE VI

##### ARCHITECTURAL REVIEW BOARD

No building, pool, fence, wall or other structure shall be commenced, erected or maintained upon the Subject Property, nor shall any exterior addition to or change or alteration be made to any previous improvement on a Lot until the plans and specifications showing the nature, kind, shape, color, height, materials, and location of the same shall have been submitted to the Architectural Review Board and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. Composition. The Developer shall, upon recording of this Declaration, immediately form a committee known as the "Architectural Review Board", hereinafter referred to as "ARB", initially consisting of three (3) persons designated by the Developer. The ARB shall maintain this composition until control of the Association has been passed to the Owners other than the Developer. At such time the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of the Board of Directors. The Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board for so long as the Developer owns any Lots in Wingrove Estates. So long as the Developer owns one or more Lots in the Subject Property, neither the Association, the Board of Directors of said Association, nor the Members of the

Association, shall have the authority to amend or alter the number of members of the ARB which is herein set forth as three (3) members. A quorum of the ARB shall be two (2) members. No decision of the ARB shall be binding without a quorum present and a simple majority vote by the Members present. A member of the Board of Directors may also serve as a member of the ARB.

Section 2. Planning Criteria. The Developer, in order to give guidelines to Owners concerning construction and maintenance of Living Units, hereby promulgates the Architectural Review Board Planning Criteria ("Planning Criteria"), for the Subject Property a copy of which is attached hereto as Exhibit A. The Developer declares that the Subject Property shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria set forth on Exhibit A, as amended from time to time by the ARB. The ARB may disapprove construction and erection of improvements meeting the Planning Criteria if it finds approval would not be in the best interests of the Subject Property.

Section 3. Duties. The ARB shall have the following duties and powers:

(a) to amend from time to time the Planning Criteria, or to waive minor violations of the Planning Criteria, at the discretion of the ARB. Any amendments shall be set forth in writing and be made known to all Members and to all prospective Members of the Association. Any amendment shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) to approve or disapprove all building, fences, walls, pools, antennae, satellite dishes, solar heating devices or other structures which shall be commenced, erected or maintained upon the Subject Property and to approve and disapprove any exterior additions to or changes or alterations therein. Prior to the start of any construction, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials, color and location of the same and shall approve or disapprove in writing as to the harmony of the external design, colors and location in relation to surrounding structures and topography;

(c) to approve or disapprove 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, said improvement, colors, alteration or modification is not consistent with the planned development of the property;

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

(e) to require each builder, except The Curtis Group, Inc., to submit two (2) sets of plans and specifications, including exterior colors, 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 and disapprovals of plans or specifications must be evidenced by the signature of at least one member of the ARB and the words "Approved" or "Disapproved" on the plans or specifications furnished. The existence of the signature of at least one member of the ARB on any plans or specification shall be conclusive proof of the approval or disapproval by the ARB of such plans and/or specifications.

Section 4. Enforcement of Planning Criteria. The ARB, the Developer, the Board of Directors of the Association after control of the Association has passed from the Developer, or any Owner, either jointly or severally, shall have the right to enforce the provisions hereof relating to the Planning Criteria, as amended from time to time by the ARB or the Association. Should any Owner fail to comply with the requirements hereof or of the Planning Criteria after thirty (30) days written notice, the ARB, the Developer, or the Board of Directors of the Association 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, the Developer, the Board of Directors or any Owner be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Owner. The ARB, the Developer and the Board of Directors of the Association, or its agents or employees, shall not be liable to the Owner for any damages or injury to the property or person of the Owner unless caused by negligent action of the ARB, the Developer or the Board of Directors.

#### ARTICLE VII

##### EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Property, the Association shall have the right to provide exterior maintenance upon any vacant Lot or upon any Living Unit, subject, however, to the following provisions. Prior to performing any maintenance on a vacant Lot or Living Unit, the Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of The Properties. Prior to commencement of any maintenance work on a Lot, the Association must furnish thirty (30) days prior written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified repairs or maintenance are made within said thirty (30) days period the Association shall make said necessary repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Association shall have the right to enter in or upon any such Lot or to hire personnel to do so to make such necessary repairs or maintenance as are so specified in the above written notice. In this connection the Association shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2. Assessment of Costs. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof; and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner, and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Living Unit for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

## ARTICLE VIII

## RESTRICTIVE COVENANTS

The Subject Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Developer and upon each and every Owner who shall acquire hereafter a Living Unit or Lot or any portion of the Subject Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns, as follows:

Section 1. Land Use.

(a) No Lot (except for the Retention Area, the Open Area and Developer's and Builder's sales and construction office) shall be used except for residential purposes. No building shall be erected upon any Lot without the prior approval thereof by the ARB as hereinabove set forth. There shall be only one Living Unit per Lot.

(b) No business, commercial, industrial, noxious or offensive activity shall be carried on upon the Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. This shall not prevent the Developer and Builders approved by the ARB from maintaining a sales and construction office on the Subject Property.

(c) No cows, cattle, horses, hogs, poultry or any other animals shall be raised or kept on the Subject Property other than domestic dogs and cats which in the aggregate shall not exceed three per Lot.

(d) No dogs, cats or other permitted pets (as determined from time to time by the ARB) will be allowed to run loose on the Subject Property. All dogs, cats, and other permitted pets must be kept inside the Living Unit, on a leash, or within a fenced area.

Section 2. Living Unit Quantity and Size. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height (basement shall not be considered as a "story"). Such permitted building may include: a private enclosed garage for not less than two (2) standard size automobiles; servants' quarters; a storage room and/or a tool room. Unless approved in advance by the ARB, both as to the use as well as the location and architectural design, no structure may be constructed separate and apart from the Living Unit. Each Living Unit shall have the minimum square footage of air conditioned and heated living area, exclusive of open porches or garages, as determined by the ARB Planning Criteria.

Section 3. Building Location. No Living Unit shall be located nearer to the lot lines than the minimum setbacks required by Orange County Zoning Regulations.

Section 4. Garages. No carports shall be permitted and all garages must have inside dimensions large enough to enclose two standard size automobiles. Any garage entrance visible from the street in front of any Lot shall be equipped with an aesthetically suitable garage door which shall be shut when not in use. All garages and garage doors must be maintained in a useable condition.

Section 5. Sewage Facilities. It shall be the sole responsibility of each builder constructing a Living Unit at his, her or their sole expense, to apply for the permits to

install, construct and maintain a septic tank or tanks on each individual Lot upon which a Living Unit is constructed in conformity with the Laws of the State of Florida and the County of Orange, and the rules and regulations of their administrative agencies and officials, now or hereafter in effect with regard to septic tanks, sewage and disposal.

Section 6. Landscaping. Landscaping shall be as required by the ARB Planning Criteria.

Section 7. ARB Authority. The ARB shall have the authority as hereinabove expressed, from time to time to include within its promulgated residential Planning Criteria other restrictions regarding such matters as prohibitions against window air-conditioning units, for sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutters, easements, games and play structures, swimming pools, sight distance at intersections, utility connections and television and other communication antennae, driveway construction, and such other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes, or promulgates new restrictions or the Association modifies or changes restrictions set forth by the ARB.

Section 8. Association Rights. The Association shall have the same rights as set forth in Section 7 immediately preceding.

#### ARTICLE IX

##### AMENDMENT BY DEVELOPER

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and waive restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

#### ARTICLE X

##### ADDITIONAL COVENANTS AND RESTRICTIONS

No Lot Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the Subject Property.

#### ARTICLE XI

##### AMENDMENT

Except as to provisions relating to amendments as set forth herein regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular item, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The Members entitled to vote seventy-five percent (75%) of the total votes under Article II may change or amend any provision hereof except as above mentioned, in whole or in part, by executing a written instrument in recordable form.

3960 30298

setting forth such amendment and having the same duly recorded in the Public Records of Orange County, Florida. A proposed amendment may be instituted by the Developer, the ARB, the Association, or by petition signed by fifteen percent (15%) of the then Owners of Lots. A written copy of the proposed amendment shall be furnished to each Owner at least sixty (60) days but not more than one hundred twenty (120) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded amendment.

#### ARTICLE XII

##### DURATION

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Developer, and their respective legal representatives, heirs, successors and assigns until amended, modified or terminated according to the terms of Article IX hereinabove set forth. These covenants, provisions and restrictions may be terminated in the same manner set forth for amendments in Article XI.

#### ARTICLE XIII

##### ENFORCEABILITY

Section 1. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer, an individual Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. Should the Developer, an individual Owner, and/or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against which enforcement is sought. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, any individual Owner, or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. The invalidation of any provision or provisions or the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. 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 record of the Association at the time of such mailing.

## ARTICLE XIV

## INITIAL FUNDING OF ASSOCIATION

The Developer will make a cash donation of \$1,000.00 to the Association account to start or increase the fund to cover operational expenses for the purposes of promoting the recreation, health, safety and welfare of the Members of the Association.

IN WITNESS WHEREOF, the Developer, PAUL CURTIS REALTY, INC. has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed all as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

PAUL CURTIS REALTY, INC.

By Paul L. Curtis  
Paul L. Curtis, President

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11th day of February, 1988, by PAUL L. CURTIS, as President of PAUL CURTIS REALTY, INC., a Florida corporation, on behalf of said corporation.

Shelma A. Kline  
Notary Public  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires June 22, 1990  
Bonded Thru Brown & Brown, Inc.

## EXHIBIT "A"

ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA

1. Building Type and Location. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed 35 feet in height, with a minimum of 2000 square feet of air conditioned and heated living area, exclusive of open porches and garages, a private and closed garage for not less than two cars, and storage room or tool room attached to the ground floor of such garage. The minimum square footage may be increased or decreased by the ARB by amending the ARB Planning Criteria. Unless approved by the ARB as to use, location and architectural design, no structure may be constructed separate and apart from the Living Unit, nor can any of the aforementioned structures be constructed prior to the Living Unit. Approval for the location of any Living Unit on a Lot must be obtained from the ARB prior to the laying of a foundation for the Living Unit. In approving such Living Unit location, the ARB will consider a location of a Living Unit on the Lot which disturbs the least number of trees and position the Living Unit on the Lot to its greatest esthetic authentic advantage.

The exterior color plan for each Living Unit must be submitted to and approved by the ARB prior to commencement of construction, such plan to include the color of the roof, exterior walls, shutters, screens, trim, etc.

2. Roofs. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. The ARB shall have discretion to approve such roofs on part of the main body of a Living Unit, particularly if modern or contemporary in design. No built up roofs shall be permitted except on approved surfaces.

The composition of all pitched roofs shall be cedar shake shingle, fiberglass shingle, slate or concrete construction, tile or other composition approved by the ARB. All pitched roofs must have at least 6/12 slope, unless otherwise approved by the ARB.

3. Garages. In addition to the requirements stated in paragraph 1, all garages must have a minimum width sufficient to enclose two standard size automobiles. All garages must have one or more overhead doors. No carports will be permitted unless approved by the ARB.

4. Driveway Construction. All Living Units shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the ARB.

5. Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight inch struct joint concrete block shall not be permitted on the exterior of any house or detached structure. The ARB shall discourage the use of imitation brick or stone for front or side material and encourage the use of front or side materials such as brick, stone, wood and stucco, or a combination of the foregoing on all elevations.

6. Signs. No sign of any kind shall be displayed to the public view on any Lot unless approved by the ARB, and then only for the purposes of advertising the house and Lot for sale during and after the construction of the house.

7. Games and Play Structures. If approved by the ARB, basketball backboards and any other fixed games and play structures shall be located only on the part of the Lot approved by the ARB; treehouses or platforms of a like kind or nature shall not be constructed on any Lot.

8. Fences and Walls. Composition, finish, color, location and height of fences and walls must be approved by the ARB prior to installation. Wood fences must be painted and in a color approved by the ARB. Such fences and walls must be six feet or less unless approved by the ARB. Fences shall not be forward of the rear building line nor in the side setback area adjacent to streets unless approved in advance by the ARB. Chain link fences are prohibited.

9. Landscaping. Each lot must be landscaped. Existing trees may not be removed without the prior approval of the ARB.

(a) Each Living Unit shall have at least three trees not less than six feet in height installed prior to completion of construction unless said Lot is naturally wooded.

(b) Large shade trees shall not be planted in locations that would immediately or in the future create a nuisance, seriously shade a pool or screen the view of an adjoining Lot.

(c) The plant material shall not include Eaz Tree (*Enterololium Cyclocarpum*), Australian Pine (*Casuarina Equisetifolia*) or Brazilian Pepper (*Schinus Terebinthifolius*). Preferred trees are Oak, Camphor and Pine.

10. Swimming Pools. Any swimming pool to be constructed in any Lot shall be subject to requirements of the ARB, which include, but are not limited to the following:

(a) Composition to be of material thoroughly tested and accepted by the industry for such construction.

(b) No screening of the pool area may stand beyond a line extended and aligned with the side walls of the dwelling unit unless approved by the ARB. No pool screening may be higher than fifteen feet. Screens must be charcoal, bronze or white in color. Materials must be approved by the ARB prior to installation.

(c) Above ground pools are not permitted.

11. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARB shall require to be constructed with each Living Unit. The 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.

12. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently.

13. Clotheslines. All clotheslines shall be placed at the rear of and within the area encompassed by a rearward extension of the side lines of said dwelling.

14. Removal of Trees. In reviewing the building plans, the ARB shall take into account the Natural Landscaping such as trees, shrubs, palmettos, and encourage the builder to incorporate them in his landscaping plan. No trees can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction or landscaping of a Living Unit.

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

16. Sod. All lots shall be fully sodded except in wooded areas.

All lands forming portions of a public right-of-way between the boundary of a Lot and the pavement installed within the right-of-way shall be sodded by the adjacent and abutting Lot Owner and maintained by him as a portion of his lawn.

17. Commercial Communication Equipment Prohibited. Use of communication equipment for commercial purposes is prohibited.

18. Exterior Antennae. No exterior antenna for radio, television or other communication may be erected other than on the sides or rear of the Living Unit and may not extend vertically higher than ten feet above the highest point of the roof. Satellite or dish antennae are permitted only if located in the rear yard, not visible from the street, and are placed on the Lot so as not to be objectionable to surrounding Lot Owners. All dish antennae must be secured to the ground. Prior to installation of a satellite or dish antenna, approval as to size, type, color and location must be obtained from the ARB.

Solar Collectors, if approved by the ARB, must be located in the rear yard or on a part of the roof not facing the nearest street.

19. Exterior Light Fixtures. No exterior lighting fixtures shall be installed on any Lot or Living Unit without adequate and proper shielding of fixture. No lighting fixture shall be installed which may be or become an annoyance or a nuisance to the residents of adjacent Living Units.

20. Vehicles and Repairs. The parking of any unsightly vehicles as determined from time to time by the ARB or commercial vehicles, not including pickup trucks of 1/2 ton size or smaller and which description shall include but not be limited to trucks, truck-tractors, semi-trailers and commercial trailers, as well as the parking of any travel or recreation trailers, whether self-propelled or those towed, as well as any mobile homes, at any time on driveways or otherwise on any Lot or on the public streets of the Subject Property, is prohibited except for loading or unloading purposes. The parking of vehicles, except on driveways or in closed garages is prohibited. Except where stored in a closed garage or upon a Lot under such terms and conditions as the ARB, in its absolute discretion, may approve in advance on a case by case basis, no boats or boat trailers may be parked on driveways or otherwise on any Lot or on the public streets of the Subject Property. It is acknowledged and agreed by all Owners by purchasing said Lot that a violation of any of the provisions of this paragraph shall impose irreparable harm and damages to the other Owners. Said Owners further agree that a reasonable assessment of such

damages would be \$50.00 for each day that such violation occurs after notification in writing to the violator by either the Developer or a duly elected representative of the Association. Said Owners further agree that until said Association is formed, the Developer would be the appropriate party to enforce this paragraph and to whom said damages would accrue, which damages would then be used for the benefit of all Lot Owners, with the further agreement that said Association would take over said rights, duties and responsibilities after it is formed.

21. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as heretofore granted by the Developer and at this time a part of the Public Records of Orange County, Florida. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which are or might be prohibited by the public authority to whom said easement is given. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

22. Air Conditioning Units. No air conditioning units shall be placed on the front of any Living Unit. If air conditioning units are located in the side yard on a corner Lot, it shall be screened from view.

23. Chimneys. Any exposed portion of chimney visible from outside of the Living Unit shall be constructed solely of brick, stone, stucco, wood or other material approved in advance in writing by the ARB..

24. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of lot lines extended. The same sight line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

25. Utility Connections. All house connections for all utilities, including but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority. All fuel storage tanks shall be located underground or completely screened from view with material approved by the ARB.

26. Trade or Business or Obnoxious Activities. No trade or business, commercial, industrial, or obnoxious or offensive activity shall be carried on upon any Lot or Living Unit nor shall anything be done thereon which may be or may become an annoyance to the neighborhood; provided, however, the Developer may maintain a sales office until all Lots are sold.

27. Invalidation of Individual Criteria. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which remain in full force and effect.

28. Written Approval. ARB approval or disapproval as required by this Planning Criteria shall be in writing. If the ARB disapproves the project within 60 days after the plans and specifications are submitted, the project shall not be commenced. If the ARB approves the project or fails to disapprove the project within 60 days after the plans and specifications are submitted, the project may be built.

29. Enforcement. The commencement of construction, alteration, or modification of any structure or other improvement of whatever nature, without limitation, without first submitting plans and specifications to and obtaining the written approval of the ARB and otherwise complying with the provisions of the Declaration of Covenants and Restrictions (including the ARB Planning Criteria), shall be a violation thereof. Upon delivery of written notice of violation to the person so violating the Declaration of Covenants and Restrictions by the Developer, the Association, the ARB or the Owner of any Lot, the person so violating the Declaration of Covenants and Restrictions shall within 30 days after delivery of such written notice, remove the said structure or other improvement from the Properties and cause the Lot to be restored to the condition in which it existed immediately prior to the unauthorized commencement of construction, alteration or modification. If such unauthorized improvement is not removed within such 30 day period, the Developer, or the Association, or the ARB or the Owner of any Lot shall have the right to enforce the provisions hereof pursuant to Article VI, Section 4 and Article XIII of the Declaration of Covenants and Restrictions. Delivery of written notice may be made by depositing the notice in the U. S. Mail to the last known address or by personal delivery or by posting the notice in a conspicuous place on the Lot upon which the violation has taken place.

3969 PG0304

RECORDED & INDEXED  
*Thomas H. Pallen*  
County Commissioner, George City, Pa.

0410B

ARB-5-

FIRST AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
WINGROVE ESTATES  
PLAT BOOK 21, PAGES 66 AND 67  
PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

THIS AMENDMENT made this 30th day of November, 1990, by Wingrove Estates Homeowners Association, Inc. (the Association) and Paul Curtis Realty, Inc. (the Developer).

WHEREAS, the Association and Developer desire to amend Article V, Section 3(a) of the Declaration of Covenants and Restrictions Wingrove Estates recorded in Official Records Book 3969, page 0287 (the Declaration), and

WHEREAS, a meeting of members of the Association was held on November 30, 1990, after sufficient notice of such meeting was given to all members of the Association,

NOW, THEREFORE, the Association, by an affirmative vote of more than seventy-five percent (75%) of votes of the members, hereby declares that Article V, Section 3(a) of the Declaration is amended to read as follows:

(a) Original Assessment. The original assessment shall be Two Hundred Dollars (\$200.00) per Living Unit and shall be paid by the owner at time of closing on each Living Unit, including sales to Owners by a builder or Developer and all resales by Owners to new Owners. The Association may use any part or all of said original assessment for the purposes set forth in Section 2 of this Article. Neither the Developer when it sells a Lot or Living Unit, nor the builder who purchases a Lot to build a Living Unit thereon, shall be required to pay the original assessment.

(1) The Board of Directors of the Association may change the amount of the original assessment prospectively for any period. The changed original assessment shall become effective upon adoption by the Board of Directors of the Association of a resolution changing the original assessment.

Rec Fee \$ 2.40 MARTHA D HAYNE,  
Add Fee \$ 4.50 Clerk  
Doc Tax \$ \_\_\_\_\_  
Int Tax \$ \_\_\_\_\_  
Total \$ 6.90

3668708 Orange Co., FL.  
12/12/90 09:02:14a

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IN WITNESS WHEREOF, the Association has executed this instrument, and the Developer, as the holder of more than seventy-five percent (75%) of the total votes of the members of the Association, has executed this instrument this 30th day of November, 1990.

Bonnie J. Jones  
Nichole D. Watson

WINGROVE ESTATES HOMEOWNERS  
ASSOCIATION, INC.

By: Paul L. Curtis  
Paul L. Curtis - President

Bonnie J. Jones  
Nichole D. Watson

PAUL CURTIS REALTY, INC.  
By: Paul L. Curtis  
Paul L. Curtis - President

STATE OF FLORIDA,  
COUNTY OF ORANGE.

The foregoing instrument was acknowledged before me this 30th day of November, 1990, by Paul L. Curtis, President of Wingrove Estates Homeowners Association, Inc., a Florida Corporation, on behalf of the Corporation.

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Jan. 17, 1993  
Notary Public

Nichole D. Watson  
Notary Public

STATE OF FLORIDA,  
COUNTY OF ORANGE.

The foregoing instrument was acknowledged before me this 30th day of November, 1990, by Paul L. Curtis, President of Paul Curtis Realty, Inc., a Florida Corporation, on behalf of the Corporation.

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Jan. 17, 1993  
Notary Public

Nichole D. Watson  
Notary Public

0001788  
DR4244 03/768

RECORDED & RETURNED  
Matthew T. Hargis  
County Commissioner, Orange Co., FL



# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WINGROVE ESTATES HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 18, 1988, as shown by the records of this office.

The document number of this corporation is N25945.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
20th day of April, 1988.



Jim Smith  
Secretary of State

CR2E022 (8-87)

FILED  
1983 APR 13 11 04 AM  
STATE OF FLORIDA  
CLERK OF THE CIRCUIT COURT  
IN AND FOR THE COUNTY OF ORANGE

ARTICLES OF INCORPORATION  
OF  
WINGROVE 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 WINGROVE ESTATES HOMEOWNERS ASSOCIATION, INC., (hereinafter called the "Association").

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 425 West Colonial Drive, Suite 201, Orlando, Florida 32804.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The initial registered agent is A. Duane Bergstrom whose address is 55 East Livingston Street, Orlando, Florida 32801.

ARTICLE IV

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, Retention Area, Open Area, and Landscape and Wall Buffer within that certain tract of property described as:

WINGROVE ESTATES, according to the plat thereof as recorded in Plat Book 21, Pages 66 and 67, Public Records of Orange County, Florida (hereinafter referred to as 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 and Restrictions (hereinafter called the "Declaration") applicable to the property and recorded in Official Records Book 3269, Page 287, Public Records 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 the members entitled to cast two-thirds (2/3) of the votes of the membership, 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) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property, provided that any such merger, consolidation or annexation shall have the assent of the members entitled to cast two-thirds (2/3) of the votes of the membership.

(f) 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 V

##### MEMBERSHIP

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

#### ARTICLE VI

##### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be every member, excluding the Developer. A Class A Member shall be entitled to one (1) vote for each Lot or Living Unit owned by such member and in no event shall more than one (1) vote be cast with respect to any such Lot or Living Unit.

Class B. The Class B Member shall be the Developer (as defined in the Declaration), and shall be entitled to ten (10) votes for each Lot owned. The Class B Membership shall terminate and become converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(ii) On December 31, 1995.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot or Living Unit in which it holds the interest required for membership under Article II of the Declaration.

#### ARTICLE VII

##### 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>
PAUL L. CURTIS	425 West Colonial Drive, Suite 201 Orlando, Florida 32804
CLINTON A. CURTIS	425 West Colonial Drive, Suite 201 Orlando, Florida 32804
CARYL C. ELROD	425 West Colonial Drive, Suite 201 Orlando, Florida 32804

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

#### ARTICLE VIII

##### 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 Association until the election of their successors are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
PAUL L. CURTIS	President	425 West Colonial Dr., Suite 201 Orlando, Florida 32804
CLINTON A. CURTIS	Vice President	425 West Colonial Dr., Suite 201 Orlando, Florida 32804
CARYL C. ELROD	Secretary and Treasurer	425 West Colonial Dr., Suite 201 Orlando, Florida 32804

The above named officers shall serve until the first and organizational meeting of the Board of Directors of the Association. 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 IX

##### BYLAWS

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

IN WITNESS WHEREOF, for the purpose of forming this Association 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 25<sup>th</sup> day of March, 1988.

Paul L. Curtis  
Clinton A. Curtis  
Caryl C. Elrod

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 1988, by PAUL L. CURTIS, CLINTON A. CURTIS and CARYL C. ELROD.

Shelma E. Kline  
Notary Public  
My Commission expires:

Notary Public, State of Florida at Large  
My Commission Expires June 22, 1990

ACCEPTANCE BY RESIDENT AGENT Bonded Thru Brown & Brown, Inc.

Having been designated as Registered Agent for WINGROVE ESTATES HOMEOWNERS ASSOCIATION, INC., I hereby accept the appointment as such Agent.

A. Duane Bergstrom  
A. DUANE BERGSTROM  
Registered Agent for WINGROVE  
ESTATES HOMEOWNERS ASSOCIATION  
INC.

BY-LAWS  
OF  
WINGROVE ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is WINGROVE ESTATES HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

The principal office of the Association shall be located at 425 West Colonial Drive, Suite 201, Orlando, Florida, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to WINGROVE ESTATES HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Retention Area" shall mean and refer to that area of land designated on the Plat of Wingrove Estates as Tract C, to be devoted to the general use of the public as landscaped stormwater retention area.

Section 4. "Open Area" shall mean and refer to that area of land designated on the Plat of Wingrove Estates as Tracts A and B, to be devoted to the general use of the residents of Wingrove Estates as open space. The Developer will install an irrigation system and landscaping for said areas. The Developer may also build a wall and install landscaping in the Landscape and Wall Buffer shown on the Plat of Wingrove Estates or easements reserved in the Declaration. The Association shall be responsible for the maintenance, restoration, repair and replacement of the irrigation system, landscaping and walls as well as any maintenance of the areas not performed by a governmental authority or utility company.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Retention Area and Open Area heretofore defined.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any numbered Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Developer" shall mean and refer to PAUL CURTIS REALTY, INC., its successors and assigns.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the Properties recorded in the Public Records of Orange County, Florida.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEETINGS OF MEMBERS

Section 1. ANNUAL MEETINGS. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 2. SPECIAL MEETINGS. Special meetings of the members may be called at any time by a majority of the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership, upon written notice to each member not less than 30 days nor more than 60 days in advance of the meeting.

Section 3. NOTICE OF MEETINGS. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, at least ten (10) days before such meeting. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. So long as Developer holds a majority of the votes in the Association, no notice of special or annual meetings needs to be given to members.

Section 4. QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitled to cast one-third (1/3) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members present entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. PROXIES. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

### ARTICLE IV

#### BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 1. NUMBER. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. TERM OF OFFICE. At the first annual meeting, the members shall elect three (3) directors for a term of one year.

Section 3. REMOVAL. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. COMPENSATION. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. ACTION TAKEN WITHOUT A MEETING. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. ELECTION. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI

##### MEETING OF DIRECTORS

Section 1. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held annually without notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by any two directors, after not less than three (3) days notice to each director.

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

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon.



(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the By-Laws, the Articles of Incorporation, or the Declaration.

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors.

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

Section 2. DUTIES. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote.

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

(c) As more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; ✓

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and ✓

(3) foreclose the lien against any property for which assessments are not paid within ninety (90) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

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

(g) Cause the Retention Area, Open Area, Landscape and Wall Buffer to be maintained except for those improvements for which a public authority or utility company is responsible.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICES. The officers of this Association shall be a president and vice-president, who shall

at all times be members of the Board of Directors, a secretary, a treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. TERM. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall be necessary to make it effective.

Section 6. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. MULTIPLE OFFICES. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

(a) PRESIDENT. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.

(b) VICE-PRESIDENT. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

(c) SECRETARY. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate records; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) TREASURER. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual internally prepared financial statement to be prepared by the

Developer as long as the Developer is in control. When the Developer passes control to the Association, then a compiled financial statement on an income tax basis with no disclosure shall be prepared by an accountant or other qualified person; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

#### ARTICLE IX

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI

##### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Retention Area or Open Area or abandonment of his Lot.

#### ARTICLE XII

##### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WINGROVE ESTATES HOMEOWNERS ASSOCIATION, INC.

#### ARTICLE XIII

##### AMENDMENTS

Section 1. These By-Laws may be amended by the Board of Directors upon approval of at least fifty-one percent (51%) of the membership, voting in person or by proxy at a regular or special meeting of the members; except that if the Developer seeks Federal Housing Administration or Veterans Administration approval of The Property, the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

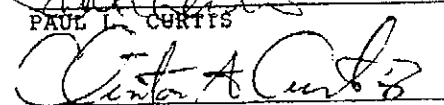
ARTICLE XIV

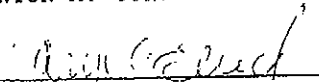
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the WINGROVE ESTATES HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 25th day of March, 1988.

  
PAUL L. CURTIS

  
CLINTON A. CURTIS

  
CARYL C. ELROD

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