

THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
Kenneth M. Clayton, Esquire  
CLAYTON & MCCULLOH  
1065 Maitland Center Commons Bld.  
Maitland, Florida 32751

DOCM 20120556852 B: 10459 P: 4152  
10/17/2012 11:31:07 AM Page 1 of 63  
Rec Fee: \$537.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
MB - Ret To: CLAYTON AND MCCULLOH



## MARKETABLE RECORD TITLE ACT NOTICE

GREENVIEW AT DOVER COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, (hereinafter referred to as the "Association"), is a homeowners association subject to Chapter 720, Florida Statutes. The Association hereby certifies that preservation of the covenants or restrictions affecting the land identified hereinafter has been approved by a two-thirds vote of the Association's Board of Directors at a meeting at which a quorum of the Board was present, prior to which the Statement of Marketable Title Action (the "Statement") was mailed or hand delivered to the members of the Association, along with due notice of the time and place of said meeting. The Association hereby preserves the covenants or restrictions imposed on the land affected by filing this Marketable Record Title Act Notice (the "Notice") as follows:

1. **ASSOCIATION:**

The name and post office address of the Association desiring to preserve the covenants or restrictions is as follows:

Greenview at Dover Community Association, Inc.  
P.O. Box 571027  
Orlando, FL 32857-1027

2. **AFFIDAVIT OF MAILING OR HAND DELIVERY OF STATEMENT OF MARKETABLE TITLE ACTION:**

The Affidavit of an appropriate Member of the Board of Directors of the Association is attached hereto as Exhibit "1" affirming that the Association's Board of Directors caused the Statement to be mailed or hand delivered to the members of the Association at least seven (7) days prior to and again following the meeting of the Board of Directors, at which at least two-thirds of the members of the Board of Directors of the Association voted to approve the preservation of covenants or restrictions, as set forth in this Notice. The Affidavit is attached hereto as Exhibit "1" with the Statement attached thereto as Exhibit "A."

3. **LAND AFFECTED:**

The legal description of the land affected by this notice and subject to the covenants or restrictions (the "Land") is set forth on the plat(s) filed in the Public Records of Orange County, Florida (the "Plat(s)") as follows:

<u>Plat(s)</u>	<u>Plat Book</u>	<u>Pages</u>
GREENVIEW AT DOVER	11	47

A copy of the Plats are attached hereto as Composite Exhibit "2".

4. **COVENANTS OR RESTRICTIONS BEING PRESERVED WHICH AFFECT THE LAND:**

The covenants or restrictions being preserved are set forth on the Plat(s) and in the governing documents identified hereinafter as (the "Governing Documents"). Copies of the Governing Documents containing the covenants or restrictions being preserved are recorded in the Public Records of Orange County, Florida, as follow(s):

<u>Document</u>	<u>Official Records Book</u>	<u>Page</u>	<u>et seq.</u>
Declaration of Protective Covenants	3323	315	316-325
First Amendment to Declaration of Protective Covenants of Greenview at Dover	4375	3165	3166-3185
Second Amendment to Declaration of Protective Covenants of Greenview at Dover	6692	0099	0100-0101
Third Amendment to Declaration of Protective Covenants of Greenview at Dover Community Association, Inc.	9843	9441	9442-9443
Articles of Incorporation of Greenview at Dover Community Association, Inc.	Previously Unrecorded		
By-Laws of Greenview at Dover Community Association, Inc.	Previously Unrecorded		
Amendment to By-Laws of Greenview at Dover Community Association, Inc.	Previously Unrecorded		
Amendments to By-Laws of Greenview at Dover Community Association, Inc.	Previously Unrecorded		

A copy of these Governing Documents are attached hereto as Composite Exhibit "3".

By and through its undersigned authorized representative and pursuant to Chapter 712, Florida Statutes, the Association does hereby preserve and extend for the maximum duration permitted by law the covenants or restrictions imposed on the Land affected by this Notice.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 9th day of October, 2012.

Signed, Sealed and Delivered  
in the Presence of:

[Signature]  
Witness Signature

James D. Walker  
Print Name of Signature

[Signature]  
Witness Signature

Teresa Rueppel  
Print Name of Signature

GREENVIEW AT DOVER COMMUNITY  
ASSOCIATION, INC., a Florida  
not-for-profit corporation

By: Sharon Walker  
(Sign)

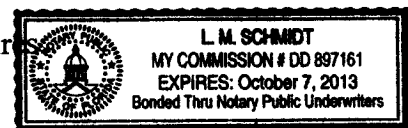
SHARON WALKER  
(Print)  
President, Greenview at Dover Community  
Association, Inc.

Attest: [Signature]  
(Sign)  
Candice H Hawks  
(Print)  
Secretary, Greenview at Dover Community  
Association, Inc.

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing was acknowledged before me this 9 day of Oct, 2012, by Sharon Walker, as President, and Candice Hawks, as Secretary, of GREENVIEW AT DOVER COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, [ ☒ ] who are personally known to me or [ ] who have produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC - STATE OF FLORIDA  
Notary Seal  
My Commission Expires



## Exhibit "1"

**AFFIDAVIT OF MAILING OR HAND DELIVERY**  
**OF STATEMENT OF MARKETABLE TITLE ACTION**

STATE OF FLORIDA

COUNTY OF ORANGE

Before me the undersigned authority on this date personally appeared Candice H Hawks, who after being duly sworn, deposes and says:

1. Affiant is the Secretary and a Director of GREENVIEW AT DOVER COMMUNITY ASSOCIATION, INC. (the "Association"), is an appropriate member of the Board of Directors of the Association (the "Board") to execute the Affidavit on behalf of the Association and has personal knowledge of all matters set forth in this Affidavit.
2. Affiant affirms that notice of the meeting of the Board at which the Board was to decide whether to approve preservation of covenants or restrictions set forth in certain documents was furnished to the members by mail or hand delivery not less than seven (7) days prior to the date of such meeting. The notice of the meeting of the Board stated the time and place of the meeting and had attached thereto a copy of a document identified as the Statement of Marketable Title Action (the "Statement") which the Board was to consider for approval.
3. Affiant affirms that attached to this Affidavit as Exhibit "A" is a copy of the form of the Statement which was mailed or hand-delivered to Members of the Association as an attachment to the Notice of the meeting of the Board.

Further Affiant Sayeth Not.

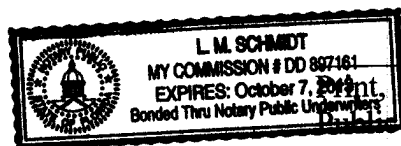
Candice H Hawks  
 (Sign)

Candice H Hawks, Secretary  
 (Print)

The foregoing Affidavit was sworn to and subscribed before me on this 9 day of Oct, 2012 by Candice Hawks acting as Secretary and as a Director of GREENVIEW AT DOVER COMMUNITY ASSOCIATION, INC. and this person is personally known to me or has produced \_\_\_\_\_ as identification and who did take an oath.

Notary Seal

Signature of Notary Public, State of Florida



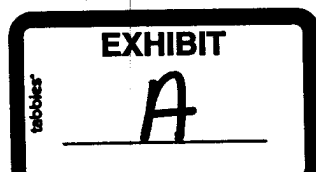
Type, or Stamp Commissioned Name of Notary

**STATEMENT OF MARKETABLE TITLE ACTION**

GREENVIEW AT DOVER COMMUNITY ASSOCIATION, INC. (the "Association"), has taken action to ensure that the following documents, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence.

<u>Document</u>	<u>Official Records</u> <u>Book</u>	<u>Page</u>	<u>et seq.</u>
Declaration of Protective Covenants	3323	315	316-325
First Amendment to Declaration of Protective Covenants of Greenview at Dover	4375	3165	3166-3185
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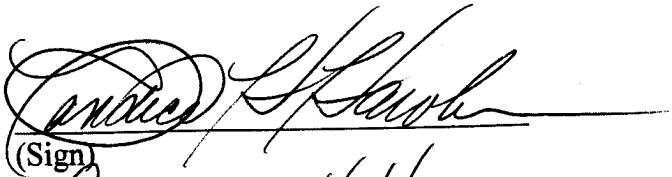
To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Orange County, Florida. Copies of this Notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.



Dated and Mailed this 9<sup>th</sup> day of October, 2012.

**GREENVIEW AT DOVER COMMUNITY ASSOCIATION, INC.**

BY:

  
(Sign)

Candice H Hawks, Secretary  
(Print)

# Composite Exhibit “2”





# Composite

# Exhibit

# “3”

1853627 ORANGE  
CO., FL

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O.R. 3323 PG 315

45 00/100

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, VIKING BUILDERS, INC., a Florida corporation, (hereinafter referred to as "Developer") is the owner of the following described land in the County of Orange and State of Florida, to-wit:

GREENVIEW AT DOVER, as recorded in Plat Book 11, Page 47, Public Records of Orange County, Florida;

and

WHEREAS, the Developer desires that all of the aforesaid described property be subject to like restrictions for the mutual benefit and protection of itself and the persons who may hereafter purchase or acquire said property, or any part thereof, or interest therein;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, the said Developer does hereby declare said property to be subject to the following restrictions, conditions and reservations, binding upon every person or corporation who or which shall hereafter become the purchaser of any of said property, or any interest therein, or any part thereof:

1. LAND USE AND BUILDING TYPE. None of the sixty-four (64) lots shall be used except for single family residential purposes. 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 stories in height, which must have attached to such dwelling a private garage for not less than two cars. Said dwelling may have a maid's room, and storage or tool room or laundry room. No servant's quarters or other building of any kind or nature, detached from the main dwelling shall be erected, altered, placed or permitted to remain on any lot, excepting only garden or ornamental landscape structures, and storage or tool structures approved by the Achitectural Review Committee.

2. USE OF THE TERM "LOT". As used herein, the term "lot" shall mean and include each piece, parcel or tract of land in said subdivision which may be separately described, regardless of whether the boundary lines of such piece, parcel or tract are the same as the boundary lines of the lots as delineated and shown on the plat of said subdivision. As used herein, the term "lot lines" shall mean and include the boundary lines of each lot as herein defined. The term "front lot line" as used herein shall mean and include the lot line or lines adjacent to the public roadway; and the owners of lots which are adjacent to more than one public roadway may select the line adjacent to either of such roadways as the front lot line, in which event the lot line adjacent to the other roadway shall be known as the "side street line". As used herein, the term "side lot line" shall mean and include lots lines which are not adjacent to a public roadway.

3. SIDEWALKS. Every lot is to have sidewalks installed by the builder. Sidewalks are to be constructed according to the following specifications:

- (a) Sidewalks to be five (5) feet wide and four (4) inches thick.

-1-

✓  
Viking Builders, Inc.  
P.O. Box 9  
Winter Park, Fla. 32790

RADFORD, THARP & FLETCHER  
ATTORNEYS AT LAW

90 EAST LIVINGSTON STREET  
ORLANDO, FLORIDA 32801

O.R. 3323 PG 316

(b) Sidewalks to be installed in the right-of-way with the outer edge on the property line, unless otherwise approved by the City of Orlando or the Architectural Review Committee.

(c) Sidewalk elevation to be one-fourth (1/4) inch per foot slope from edge of curb.

(d) Sidewalks to be constructed of Type "B" (2500 psi) concrete.

4. ARCHITECTURAL REVIEW. No building shall be erected, placed, or altered on any lot until the construction plans and specifications, a plan showing the location of the structure, and a landscaping plan have all been approved by the Architectural Review Committee as to quality of workmanship and type of materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Prior to construction of any fence or wall, Owner must obtain approval of plans for fence or wall from the Architectural Review Committee. Approval shall be as provided in Paragraph 17 hereof. No fences or walls shall be erected forward of the front building line of any residence. No fence shall be erected or placed on any property in said subdivision exceeding six (6) feet in height.

No gravel or black-top or paved parking strips are to be allowed except as approved on the plot plan of the plans and specifications.

All basketball backboards and any other fixed game and play structures shall be located at the rear of the dwelling, or on the inside portion of corner lots within the set-back lines. Tree house or platforms of a like kind or nature shall not be constructed on any part of a lot located in front of the rear line of a residence constructed thereon.

No air conditioning units, either central or wall units, shall be placed on the front of any dwelling.

All clotheslines shall be placed at the rear of and within the area encompassed by a rearward extension of the sidelines of said dwelling, and shall be adequately screened from view.

No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight (48) hours, provided however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair work performed on any motor vehicle on or adjacent to any lot in the subdivision. Recreational vehicles, such as campers, boats, motor homes, shall be kept only in rear of house and shall be adequately screened from view.

Where a building has been erected or the construction thereof is substantially advanced and it is situated on any lot in such a manner that same constitutes a violation or violations of any of the above covenants, said Developer, its successors and/or assigns, shall have the right at any time to release such lot or portions thereof from such part of the provisions of any of said covenants as are violated, provided, however, that said Developer, its successors and/or assigns, shall not release a violation or violations of any of said covenants except as to violations they, in their sole discretion, determine to be minor, and the power to release any such lot or portions thereof from such a violation or violations shall be dependent on a determination by them that such violation or violations are minor.

O.R. 3323 PG 317

5. BUILDING LOCATION. No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, nor nearer than thirty (30) feet to the rear lot line, nor nearer than fifteen (15) feet to any side street line, nor nearer than seven and one-half (7-1/2) feet to any side lot line. In the event a swimming pool is constructed, either with the construction of the residence or thereafter, the water line of said pool shall not be closer than ten (10) feet to any property line. There shall be a wall or fence enclosing said pool not less than required by City of Orlando Ordinances. In the event there is a gate, or gates, such gate or gates must be the same height as the fence, with secure and lockable fastenings which shall be locked.

Any lights must be shielded so as not to shine, glare, or disturb neighbors or street traffic. Electric wires must be waterproof and shielded.

For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a 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.

6. LOT AREA AND WIDTH. No residential structure shall be erected or placed on any lot unless such lot has an area of not less than eighty-five hundred (8500) square feet, and unless said lot has a width of not less than seventy-five (75) feet at the front building setback line of such residential structure.

7. DWELLING VALUE, QUALITY AND SIZE. The floor area of the main residence structure on any lot, exclusive of the ground floor area of garages, and open porches, shall not be less than sixteen hundred (1600) square feet. All dwellings erected in GREENVIEW AT DOVER shall be constructed of 4" x 8" x 16" CMU's, brick, stucco on CMU's and certain wood or wood products. Such dwellings shall have roofs constructed of either clay or cement tile or shingles. No open carports shall be constructed. All garages must be equipped with automatic garage door operators. All driveways must be paved with either paving brick or concrete.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than eight (8) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. OIL AND MINING OPERATION. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

10. LIVESTOCK, POULTRY AND NUISANCES. No noxious or offensive trade or activity, including, but not limited to, the raising of or keeping of chickens, goats, pigs, horses, cattle or other animals, shall be carried on upon any lot in said subdivision, but the foregoing shall not be construed as to prohibiting the raising or keeping of domestic pets provided they are not kept or bred or maintained for commercial purposes; nor shall anything be done on any lot which may be or become a nuisance or an unreasonable annoyance to the neighborhood.

11. PROHIBITED STRUCTURES. No trailer, tent, shack, garage, barn, or other outbuilding of a temporary character shall be

O.R. 3323 PG 318

erected or placed upon any lot in said subdivision, either temporarily or permanently.

12. GARBAGE AND REFUSE. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. LANDSCAPING. The landscaping plan referred to in Paragraph 4, hereof, shall specify the plantings to be used, their location, type of grass sod, and a time table for completion of installation of all plantings. All landscape plans shall include an automatic sprinkler system for all front and side yards, including the area between the sidewalk and street. All lawns shall be sodded with St. Augustine or Bitter Blue grass unless some other sod is approved by the Architectural Review Committee.

14. UTILITY EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 of drainage facilities in the easements, or which may obstruct or retard the flow of water through drainage facilities in the easements. 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 which a public authority or utility company is responsible.

15. SEWAGE SERVICE. Sewage service to all lots in this subdivision will be by septic tank, subject to future requirements, if any, of the City of Orlando regarding connection to a public sewer system.

16. LOT APPEARANCE. All lots must be kept in good appearance free from weeds and rubbish. Should any lot not be maintained, the Developer, its successors and/or assigns, shall have the right to enter upon said lot, cut and remove weeds and rubbish and shall have a lien on said property for the cost of the work. The owner of each lot shall also be responsible for the maintenance of that area between his property line and any paved roadways, and that this area shall be maintained in solid sod grass.

17. ARCHITECTURAL REVIEW COMMITTEE.

1. Membership: The Architectural Review Committee is composed of the President and Secretary of VIKING BUILDERS, INC. The committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

The said VIKING BUILDERS, INC., its successors or assigns, at any time shall have the right to appoint a committee to consist of not less than three persons owning land, or an interest in land, in said subdivision, such appointment to be in writing, signed on behalf of said VIKING BUILDERS, INC., its successors or assigns by its proper officers, and recorded among the Public Records of Orange County, Florida, and when so appointed, said committee shall assume the functions specified in this paragraph in lieu of the President and Secretary of VIKING BUILDERS, INC., and such committee shall have the right to designate by vote of a majority of its members, a representative to perform such functions

O.R. 3323 PG 319

as set forth in this paragraph. In the event of death or resignation of any member of such committee, or in the event any member ceases to own land, or have an interest in land in said subdivision the remaining member or members shall have full authority to perform said functions, and in any event a majority of the owners of land in said subdivision shall have the right to elect a successor.

2. Procedure. For the purpose of insuring the development of the lands in the subdivision as a residential area of high standards, the Architectural Review Committee reserves the power to approve the buildings, structures, landscaping, and other improvements placed on each lot.

Whether or not provision therefore is specifically stated in any conveyance of a lot made by the developer, the owner of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, structure or other improvements, including landscaping, shall be placed upon such lot unless and until the plans and specifications therefore and the plot plan have been approved in writing by the Architectural Review Committee. Two (2) complete sets of plans and specifications shall be submitted to the Architectural Review Committee for approval; one (1) of these sets shall remain on file with the Committee. Each page of the plans must bear the Committee's stamp of approval. One (1) set of approved plans and specifications will be returned to the owner for use at the construction site. Each such building, wall structure or other improvement, including landscaping, shall be placed upon the premises only in accordance with the plans and specifications and plot plan so approved. No alteration in the exterior appearance of the building or structures, or the landscaping, shall be made without like approval. Refusal of approval of plans and specifications by the Architectural Review Committee may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the committee shall be deemed sufficient.

It is the express intent of the developer that the subdivision shall be as aesthetically pleasing as possible and that it shall be developed with the highest regard for existing trees, lakes and environment. Roofs, elevations, colors, plantings, ground cover, and materials shall be as compatible with the environment as possible. The paint, stain and other exterior finishes and colors for all buildings, walls, structures or other improvements must also be approved by the Architectural Review Committee prior to commencement of that specific phase of work.

In the event the committee, or its designated representative, fails to approve or disapprove within fifteen (15) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. Waiver. The Architectural Review Committee, or its designated representative, reserves the right to waive minor violations of these restrictions.

#### 18. GREENVIEW AT DOVER COMMUNITY ASSOCIATION.

1. Membership. Except as set forth herein, every person or entity who is the record owner of a fee simple interest or an undivided fee simple interest in any lot (hereinafter referred to as Owner) shall be a Member of the Greenview at Dover Community Association, Inc. (hereinafter referred to as Association). No

O.R. 3323 PG 320

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 VIKING BUILDERS, INC. (hereinafter referred to as Developer), shall be members. If a builder does occupy the living unit, and does pay all the assessments required under this Article, he shall become a member. The Developer shall be considered the record owner of a fee interest, and therefore a member, in regards to all unsold lots and living units, either developed or contemplated to be developed.

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

Class A. Class A members shall be every person or entity who is considered a member under Section 1, with the exception of the Developer, and Class A members shall be entitled to one vote for each lot and living unit; but in no event shall more than one vote be cast with respect to any such lot and living unit.

Class B. Class B members shall be the Developer, and the Class B member shall have three (3) votes for each lot owned by said member.

The Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

a. When the total votes outstanding in Class A membership equals the total votes outstanding in the Class B membership, or

b. On December 31, 1984.

For the purposes of determining the votes allowed under this Section, when a living unit is counted, the lot upon which such living unit is situated shall not be counted; and, notwithstanding anything to the contrary set forth herein, no tenant or lessee of a lot or living unit shall be entitled to any voting rights in the Association; but said tenant or lessee shall, under paragraph 1 hereof, be a member of the association.

3. Property Rights. After conveyance by the Developer to the Association, every member shall have a right and easement of enjoyment in and to all privacy walls, the median shown in Tract B, and the sprinkler systems located on Tract B and along Gaston Foster Road, (hereinafter referred to collectively as Common Property), and such easement shall be appurtenant to and shall pass with the title to every lot and living unit. The Developer shall retain legal title to the Common Property until such time as Developer has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same; provided, however, that Developer hereby covenants that it will transfer to the Association the title to the Common Property not later than the first day of the second month following the date upon which forty-nine (49) of the lots having living units constructed thereon have been conveyed to Class A members.

4. Maintenance Assessments.

a. 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

D.R. 3323 PG 321

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 lots 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 lot and living unit and shall be a continuing lien upon the lot and living unit 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 and living unit 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 lot and living unit which shall bind such lot and living unit in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period 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.

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 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 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.

b. The assessments levied by the Association shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Association and promoting the recreation, health, safety and welfare of the residents in the property, including, but not limited to: (i) payment of the operating costs of the Association; (ii) payment of taxes and insurance on property designated as Common, and whether or not it has been deeded to the Association by the Developer; (iii) lighting and maintenance of common and easement areas; and (iv) maintenance and repair of streets, roads, and right of ways shown on the plat of the property which have not been accepted for maintenance by Orlando, Florida.

c. The original assessment shall be \$50.00 per Living Unit (to be paid by the Owner at time of closing of each Living Unit). The Association may use any part or all of said sum for the purposes set out in subparagraph b above. The initial annual assessment shall be \$50.00, payable on January 1st 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. The builder who purchases a lot to build a living unit thereon shall be responsible for the annual assessments during the time the builder holds title to the lot. Said assessment shall be paid directly to the Association, to be held



D.R. 3323 PG 322

and used in accordance with the purposes set forth above. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year at an amount not to exceed \$100.00.

d. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, provided that such assessment shall have the assent of two-thirds (2/3) of the votes of 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.

5. The rights and easements of enjoyment created hereby shall be subject to the following:

(i) The right of the Developer and of the Association in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the common property, and in aid thereof to mortgage said properties; and

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

(iii) The right of the Association to promulgate, publish, and enforce rules and regulations governing the use of the Common Property.

(iv) The right of the Association to transfer all or any part of its interest in the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions hereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action.

(v) The right of the City of Orlando, Florida, as owner of the dedicated open space, to govern the use of the dedicated open space and to adopt rules, regulations and ordinances controlling the use of said open space.

19. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for a period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

At any time the then owners of at least fifty-one (51%) percent of the lots may change these covenants in whole or in part by executing written instrument making said changes and have the same duly recorded in the Public Records of Orange County, Florida. However, any such amendment shall not apply to any lots

O.R. 3323 PG 323

owned by the Developer unless Developer has joined in said amendment. The above shall not apply, however, as same pertains to set back lines from any front, interior, side, rear, or side street lot line, and the said Developer, specifically reserves unto itself and its successors and/or assigns the authority to change said set back lines at any time prior to the construction of a residence dwelling, regardless of the number of lots owned by it in said subdivision.

20. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the provisions of this Declaration of Protective Covenants, either to restrain violation or to recover damages, and may be brought by the Association, the Architectural Review Committee when authorized by the Association, or by the owner of any of the property covered by these restrictions.

21. ATTORNEY'S FEES AND COSTS. In the event that the Association, Architectural Review Committee or any owner shall employ the services of an attorney to enforce any right hereunder, the prevailing party shall collect from the other party reasonable attorney's fees and costs, whether legal proceedings be instituted or not.

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

IN WITNESS WHEREOF, the said VIKING BUILDERS, INC. have caused these presents to be executed in their names by their proper officers, and their corporate seal to be affixed, all in pursuance of due and lawful corporate authority, this 1st day of November, 1982.

WITNESS:

VIKING BUILDERS, INC.

Guana Hook

By

Paul E. Mashburn, Jr.  
As its President

Anita C. Hana

By

Norma B. Mashburn  
Norma B. Mashburn,  
As its Secretary

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, a duly authorized Notary Public, in and for the State of Florida at Large, personally appeared PAUL E. MASHBURN, JR. and NORMA B. MASHBURN, known to be the President and Secretary respectively of VIKING BUILDERS, INC., the Developer of GREENVIEW AT DOVER described in the foregoing Declaration of Protective Covenants and they have acknowledged before me that they executed the foregoing in their capacities as Officers of said VIKING BUILDERS, INC., for the purposes therein expressed.

WITNESS my hand and official seal at Orlando, Orange County, Florida, this 1st day of November, 1982.

Anita C. Hana  
Notary Public  
State of Florida at Large  
My Commission Expires

Notary Public, State of Florida  
My Commission Expires Oct. 20, 1985  
Bonded thru Tary run - Insurance, Inc.

-9-

O.R. 3323 PG 324

JOINER

The undersigned, FIRST FIDELITY SAVINGS & LOAN ASSOCIATION, a savings and loan association, the owner and holder of that certain mortgage dated March 5, 1982, and recorded March 9, 1982, in Official Records Book 3265, Page 226, Public Records of Orange County, Florida, hereby joins in this Declaration of Protective Covenants for the purpose of subjecting said mortgage, to the said Declaration of Protective Covenants.

Signed, sealed and delivered  
in the presence of:

FIRST FIDELITY SAVINGS & LOAN  
ASSOCIATION

By: Francis E. Duon

Attest: Arita C. Hana

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of November, 1982, by FRANCIS E. DUON and Sharon L. Fontana, as Vice President and Asst. Vice President, respectively, of FIRST FIDELITY SAVINGS & LOAN ASSOCIATION, on behalf of the association.

Arita C. Hana  
Notary Public

My Commission Expires: 10/20/1983

Notary Public, State of Florida

My Commission Expires Oct. 20, 1983  
Bonded Three Thousand Dollars

JOINER

The undersigned, EQUIPOISE PROPERTIES, INC., a Florida corporation, the owner and holder of that certain mortgage dated March 5, 1982, and recorded March 9, 1982, in Official Records Book 3265, Page 236, Public Records of Orange County, Florida, hereby joins in this Declaration of Protective Covenants for the purpose of subjecting said mortgage, to the said Declaration of Protective Covenants.

Signed, sealed and delivered  
in the presence of:

EQUIPOISE PROPERTIES, INC.

By: Paul E. Mashburn, Jr.

Attest: Arita C. Hana

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of November, 1982, by Paul E. Mashburn, Jr., as President of EQUIPOISE PROPERTIES, INC., a Florida corporation, on behalf of said corporation.

Arita C. Hana  
Notary Public

My Commission Expires: 10/20/1983

Notary Public, State of Florida

My Commission Expires Oct. 20, 1983  
Bonded Three Thousand Dollars

D.R. 3323 PG 325

JOINER

The undersigned, CAPRI BUILDERS, INC., a Florida corporation, the owner of Lot 62, Greenview at Dover, as recorded in Plat Book 11, Page 47, Public Records of Orange County, Florida, hereby joins in this Declaration of Protective Covenants for the purpose of consenting and adopting said Declaration of Protective Covenants.

Signed, sealed and delivered  
in the presence of:

*Francis E. Davis*  
*Arleta C. Horne*

CAPRI BUILDERS, INC.

By: *Bob G. Thornton*  
Bob G. Thornton, President

Attest: *Arleta C. Horne*

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this  
1st day of NOVEMBER, 1982, by Bob G. Thornton, as  
President of CAPRI BUILDERS, INC., on behalf of the corporation.

*Arleta C. Horne*  
Notary Public  
My Commission Expires: 11/1/83

Notary Public, State of Florida  
My Commission Expires: 11/1/83  
Bonded for: \$10,000.00

JOINER

The undersigned, ROSEWOOD BUILDERS, INC., a Florida corporation, the Owner of Lot 2, Greenview at Dover, as recorded in Plat Book 11, Page 47, Public Records of Orange County, Florida, hereby joins in this Declaration of Protective Covenants for the purpose of consenting and adopting said Declaration of Protective Covenants.

Signed, sealed and delivered  
in the presence of:

*Francis E. Davis*  
*Arleta C. Horne*

ROSEWOOD BUILDERS, INC.

By: *Bob G. Thornton*  
Bob G. Thornton, President

Attest: *Arleta C. Horne*

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this  
1st day of NOVEMBER, 1982, by Bob G. Thornton, as  
President of ROSEWOOD BUILDERS, INC., on behalf of the corporation.

RECORDED &amp; RECORD VERIFIED

*Thomas R. Locher*  
County Comptroller, Orange Co., Fla.

*Arleta C. Horne*  
Notary Public  
My Commission Expires: 11/1/83

Notary Public, State of Florida  
My Commission Expires: 11/1/83  
Bonded for: \$10,000.00

Rec Fee \$ 85.00 MARTHA O. HAYNIE  
 Add Fee \$ 11.00 Orange County  
 Doc Tax \$ \_\_\_\_\_ Comptroller  
 Int Tax \$ \_\_\_\_\_ By Y-1/2  
 Total \$ 96.00 Deputy Clerk

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
 OF  
 GREENVIEW AT DOVER**

WHEREAS a Declaration of Protective Covenants was executed by Viking Builders on November 1, 1982 for the following described land in Orange County, Florida:

GREENVIEW AT DOVER, as recorded in Plat Book 11.  
 Page 47, Public Records of Orange County, Florida:

and WHEREAS the Declaration of Protective Covenants has been recorded in the Public Records of Orange County, Florida in O.R. Book 3323 at Page 315

and WHEREAS paragraph 19 of such covenants provides that the then owners of at least fifty-one per cent (51%) of the lots may change the covenants by executing a written instrument and recording it in the Orange County Florida Public Records

and WHEREAS the undersigned lot owners desire to make the following amendment to the protective covenants and to have such amendment effective on the date this instrument is recorded in the Public Records of Orange County, Florida.

NOW THEREFORE this First Amendment to the Protective Covenants of GREENVIEW AT DOVER:

Item One. The third paragraph to Paragraph 4. Architectural Review shall be deleted in its entirety and the following two paragraphs shall be inserted in lieu thereof:

Basketball backboards and poles located in the front (or side yard with respect to any corner lot) shall be of a freestanding, non-fixed type. A non-fixed type pole is defined as one that can be removed without excavation. Additionally, no basketball backboard can be affixed to the dwelling structure. The pole must be designed by the manufacturer for use as a basketball support. The backboard must be constructed of fiberglass, acrylic, graphite or plexiglass. No wood, fiberboard or metal backboards are permitted. The pole, backboard, rim and net must be maintained in good order at all times, free from rust or other unsightly deterioration.

In addition, any fixed game and play structures shall be located at the rear of the dwelling, or on the inside portion of corner lots within the set-back lines. Tree houses or platforms of a like kind or nature shall not be constructed on any part of a lot located in front of the rear line of a residence constructed thereon.

Item Two. Except as herein modified the Protective Covenants shall remain in full force and effect.

Suzanne R. Ford  
Suzanne R. Ford

Thomas F. Kerney  
Thomas F. Kerney

Michele D. Watson  
Michele D. Watson

Lot 11

STATE OF FLORIDA  
COUNTY OF ORANGE

3998111 Orange Co. FL.  
02/19/92 11:21:02am

OR 4375 PG 3165

The foregoing instrument was executed and acknowledged before me this 6 day of February, 1992 by Thomas F. Kerney, who is personally known to me or who has produced as identification and who did not take an oath.

PREPARED BY AND RETURN TO:  
 Sheri Lund Kerney, Esquire  
 Post Office Box 574331  
 Orlando, Florida 32857

NOTARY PUBLIC

Suzanne R. Ford  
 Print or type Notary's name  
 Notary's Commission Expires:

Notary Public, State of Florida  
 My Commission Expires Sept. 13, 1993  
 Bonded Three Tray Pains - Insurance Inc.

Suzanne R. Ford  
Suzanne R. Ford  
Michelle D. Watson  
Michelle D. Watson

M 2 d 1  
Sheri Lund Kerney  
Lot 11

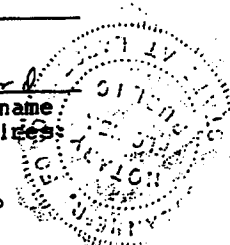
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 6 day of February, 1992 by Sheri Lund Kerney, who is personally known to me or who has produced as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name  
Notary's Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept 13, 1993  
Bonded Through Ashton Agency, Inc.



Ken E. Thomas  
Ken E. Thomas

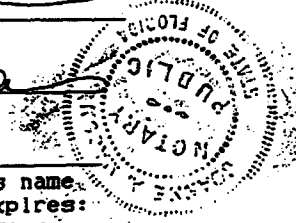
Karen L. Garner  
Karen L. Garner  
Lot 21

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 7 day of February, 1992 by Karen L. Garner, who is personally known to me or who has produced as identification and who did not take an oath.

Joanne A. Mason  
NOTARY PUBLIC

JOANNE A. MASON  
Print or type Notary's name  
Notary's Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 1, 1993  
BONDED THROUGH ASHTON AGENCY, INC.



Ken E. Thomas  
Ken E. Thomas  
STATE OF FLORIDA  
COUNTY OF ORANGE

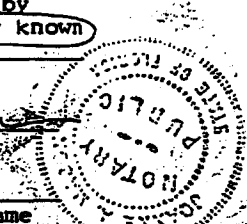
Roger E. Garner, Jr.  
Roger E. Garner, Jr.  
Lot 21

The foregoing instrument was executed and acknowledged before me this 7 day of February, 1992 by Roger E. Garner, Jr., who is personally known to me or who has produced as identification and who did not take an oath.

Joanne A. Mason  
NOTARY PUBLIC

JOANNE A. MASON  
Print or type Notary's name  
Notary's Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 1, 1993  
BONDED THROUGH ASHTON AGENCY, INC.

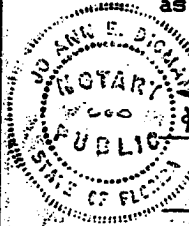


Paul Goldstein  
Paul Goldstein  
 \* Mark H. Schaefer  
Mark H. Schaefer

\* Ellen J. Schaefer  
ELLEN J. SCHAEFER  
 Lot 17

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 6 day of February, 1992 by Ellen J. Schaefer, who is personally known to me or who has produced FL DL # S160-210-52-707-0 as identification and who did not take an oath.



Paul Goldstein  
Paul Goldstein

JoAnn E. Dignan  
 NOTARY PUBLIC  
JOANN E. DIGMAN  
 Print or type Notary's name  
 Notary's Commission Expires:

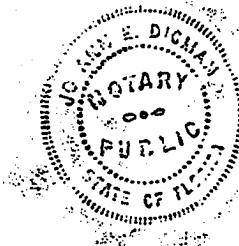
NOTARY PUBLIC; STATE OF FLORIDA AT LARGE  
 MY COMMISSION EXPIRES OCT. 24, 1992  
 BONDED THRU AGENT'S NOTARY BROKERAGE

Sharon M. Hoffman  
Sharon M. Hoffman

\* Mark H. Schaefer  
Mark H. Schaefer  
 Lot 17

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 6 day of February, 1992 by Mark H. Schaefer, who is personally known to me or who has produced FL DL # S160-548-57-144 as identification and who did not take an oath.



Mike Hage  
MIKE HAGE  
Melanie Brusar  
Melanie Brusar

JoAnn E. Dignan  
 NOTARY PUBLIC  
JOANN E. DIGMAN  
 Print or type Notary's name  
 Notary's Commission Expires:

NOTARY PUBLIC; STATE OF FLORIDA AT LARGE  
 MY COMMISSION EXPIRES OCT. 24, 1992  
 BONDED THRU AGENT'S NOTARY BROKERAGE

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Tania Harmon, who is personally known to me or who has produced FL DL # H655-818-47-663-0 as identification and who did not take an oath.

Vilva M. Hage  
 NOTARY PUBLIC  
VILVA M. HAGE  
 Print or type Notary's name  
 Notary's Commission Expires:

Mark E. Fird  
Mark E. Fird  
Christine E. Cramer  
Christine E. Cramer

Harold F. Cowley  
Harold F. Cowley  
Lot 15

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 5th day of February, 1992 by Harold F. Cowley, who is personally known to me or who has produced Florida Driver Lic. C400-346-49-374 as identification and who did not take an oath.

Christine E. Cramer  
NOTARY PUBLIC

Christine E. Cramer  
Print or type Notary's name  
Notary's Commission Expires:

Notary Public, State of Florida  
My Commission Expires May 14, 1995  
Bonded thru Tary Fain - Insurance Inc.

Kay J. Coomer  
Kay J. Coomer  
W. Scott Fricke  
W. Scott Fricke

Nancy A. Cowley  
Nancy A. Cowley  
Lot 15

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 12th day of February, 1992 by Nancy Ann Cowley, who is personally known to me or who has produced FL Driver Lin. C400 621-51-716 as identification and who did not take an oath.

Kay J. Coomer  
NOTARY PUBLIC

Kay T. Coomer  
Print or type Notary's name  
Notary's Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. DEC. 5, 1992  
BONDED THRU GENERAL INS. UND.

Dorothy V. Lund  
Dorothy V. Lund  
Suzanne R. Ford  
Suzanne R. Ford

Linda C. Hardesty  
Linda C. Hardesty  
Lot 62

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Linda C. Hardesty, who is personally known to me or who has produced FL Drivers License as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name  
Notary's Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
Bonded thru Tary Fain - Insurance Inc.

OR4375 PG3168



Dorothy V. Lund  
Dorothy V. Lund  
Suzanne R. Ford  
Suzanne R. Ford

Stephen Hardesty  
Stephen Hardesty  
Lot 62

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Stephen Hardesty, who is personally known to me or who has produced FL Drivers License as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name  
Notary's Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
Bonded Thru Troy Fain - Insurance Inc.

Dorothy V. Lund  
Dorothy V. Lund  
Suzanne R. Ford  
Suzanne R. Ford

Keith W. McLeod  
Keith W. McLeod  
Lot 53

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Keith W. McLeod, who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name  
Notary's Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
Bonded Thru Troy Fain - Insurance Inc.

Dorothy V. Lund  
Dorothy V. Lund  
Suzanne R. Ford  
Suzanne R. Ford

Karen L. McLeod  
Karen L. McLeod  
Lot 53

STATE OF FLORIDA  
COUNTY OF ORANGE

OR4375 PG3169

The foregoing instrument was executed and acknowledged before me this 12 day of February, 1992 by Karen L. McLeod, who is personally known to me or who has produced FL Drivers License as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name  
Notary's Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
Bonded Thru Troy Fain - Insurance Inc.

Dorothy V. Lund  
Dorothy V. Lund  
Suzanne R. Ford  
Suzanne R. Ford

William T. Atkins  
William T. Atkins  
Lot 24

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by William T. Atkins, who is personally known to me or who has produced FL Drivers License as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name  
Notary's Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
Bonded Thru Troy Fain - Insurance Inc.

Dorothy V. Lund  
Dorothy V. Lund  
Suzanne R. Ford  
Suzanne R. Ford

Colleen Atkins  
Colleen Atkins  
Lot 24

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Colleen Atkins, who is personally known to me or who has produced FL Drivers License as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name  
Notary's Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
Bonded Thru Troy Fain - Insurance Inc.

Dorothy V. Lund  
Dorothy V. Lund  
Suzanne R. Ford  
Suzanne R. Ford

Tina Hunter  
Tina Hunter  
Lot 9

STATE OF FLORIDA  
COUNTY OF ORANGE

OR4375 PG3170

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Tina Hunter, who is personally known to me or who has produced FL Drivers License as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name  
Notary's Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
Bonded Thru Troy Fain - Insurance Inc.

Dorothy V. Lund  
Dorothy V. Lund  
Suzanne R. Ford  
Suzanne R. Ford

Jeffrey D. Hunter  
Jeffrey D. Hunter  
Lot 9

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Jeffrey D. Hunter who is personally known to me or who has produced FL Drivers License as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name  
Notary's Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
Bonded Three Tray Fain - Insurance Inc.

Dorothy V. Lund  
Dorothy V. Lund  
Suzanne R. Ford  
Suzanne R. Ford

Mary J. Santusanio  
Mary J. Santusanio  
Lot 5

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Mary J. Santusanio who is personally known to me or who has produced FL Drivers License as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name  
Notary's Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
Bonded Three Tray Fain - Insurance Inc.

Dorothy V. Lund  
Dorothy V. Lund  
Suzanne R. Ford  
Suzanne R. Ford

Peter E. Santusanio  
Peter E. Santusanio  
Lot 5

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Peter E. Santusanio who is personally known to me or who has produced FL Drivers License as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name  
Notary's Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
Bonded Three Tray Fain - Insurance Inc.

OR4375 PG3171

Ellen Schaefer  
Ellen Schaefer  
Mark Schaefer  
Mark Schaefer

Karen A. Muchard  
KAREN A. MUCHARD

Lot 18

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13<sup>th</sup> day of February, 1992 by Karen A. Muchard, who is personally known to me or who has produced FL Driver's License M263 513 52 690 as identification and who did not take an oath.

Lisa Hall

NOTARY PUBLIC

LISA HALL

Print or type Notary's name  
 Notary's Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
 MY COMMISSION EXPIRES AUGUST 30, 1993  
 BONDED THRU HUCKLEBERRY & ASSOCIATES

Ellen Schaefer  
Ellen Schaefer  
Mark Schaefer  
Mark Schaefer

John M. Muchard  
JOHN M. MUCHARD

Lot 18

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13<sup>th</sup> day of February, 1992 by John M. Muchard, who is personally known to me or who has produced FL Driver's License M263-473-48-366 as identification and who did not take an oath.

Lisa Hall

NOTARY PUBLIC

LISA HALL

Print or type Notary's name  
 Notary's Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
 MY COMMISSION EXPIRES AUGUST 30, 1993  
 BONDED THRU HUCKLEBERRY & ASSOCIATES

Dorothy V. Lund  
Dorothy V. Lund  
Suzanne R. Ford  
Suzanne R. Ford

Matt C. Milligan  
Matt C. Milligan

Lot 60

OR4375 PG3172

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13<sup>th</sup> day of February, 1992 by Matt C. Milligan, who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
 NOTARY PUBLIC

Suzanne R. Ford  
 Print or type Notary's name  
 Notary's Commission Expires:

Notary Public, State of Florida  
 My Commission Expires Sept. 13, 1993

Dorothy V. Lund  
Dorothy V. Lund  
Suzanne R. Ford  
Suzanne R. Ford

Perry R. Thompson  
Perry R. Thompson  
Lot 51

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 17 day of February, 1992 by Perry R. Thompson, who is personally known to me or who has produced as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name  
Notary's Commission Expires  
Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
Bonded Thru Troy Fain - Insurance Inc.

Dorothy V. Lund  
Dorothy V. Lund  
Suzanne R. Ford  
Suzanne R. Ford

Alan B. Trapp  
Alan B. Trapp  
Lot 50

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Alan B. Trapp, who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name  
Notary's Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
Bonded Thru Troy Fain - Insurance Inc.

Dorothy V. Lund  
Dorothy V. Lund  
Suzanne R. Ford  
Suzanne R. Ford

Sheila C. Trapp  
Sheila C. Trapp  
Lot 50

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Sheila C. Trapp, who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name  
Notary's Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
Bonded Thru Troy Fain - Insurance Inc.

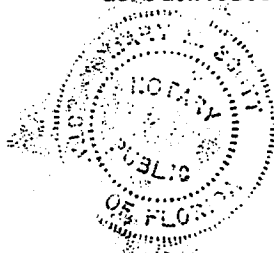
OR4375 PG3173

Mary M. Scott  
 MARY M. SCOTT  
Leslie C. Crissman  
 LESLIE C. CRISSMAN

Annette M. Wilson  
 ANNETTE M. WILSON  
 Lot 64

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 11 day of February, 1992 by Annette M. Wilson, who is personally known to me or who has produced as identification and who did not take an oath.



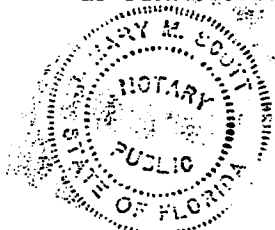
Mary M. Scott  
 NOTARY PUBLIC  
MARY M. SCOTT  
 Print or type Notary's name  
 Notary's Commission Expires:  
 Notary Public, State of Florida  
 My Commission Expires May 30, 1993  
 Bonded Through Tray Felt Insurance Inc.

Mary M. Scott  
 MARY M. SCOTT  
Leslie C. Crissman  
 LESLIE C. CRISSMAN

Jerry E. Wilson  
 JERRY E. WILSON  
 Lot 64

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 11 day of February, 1992 by Jerry Wilson, who is personally known to me or who has produced as identification and who did not take an oath.



Mary M. Scott  
 NOTARY PUBLIC  
MARY M. SCOTT  
 Print or type Notary's name  
 Notary's Commission Expires:  
 Notary Public, State of Florida  
 My Commission Expires May 30, 1993  
 Bonded Through Tray Felt Insurance Inc.

Dorothy V. Lund  
 Dorothy V. Lund  
Suzanne R. Ford  
 Suzanne R. Ford

Suzanne R. Ford  
 BARBARA S. POOLE  
 Lot 51

STATE OF FLORIDA  
 COUNTY OF ORANGE

OR4375 PG3174

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Barbara S. Poole, who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
 NOTARY PUBLIC  
Suzanne R. Ford  
 Print or type Notary's name  
 Notary's Commission Expires:  
 Notary Public, State of Florida  
 My Commission Expires Sept 18, 1993  
 Bonded Through Tray Felt Insurance Inc.

Dorothy V. Lund Richard J. Poole  
 Dorothy V. Lund Richard J. Poole  
Suzanne R. Ford Lot 51

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Richard J. Poole, who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
 NOTARY PUBLIC

Suzanne R. Ford  
 Print or type Notary's name  
 Notary's Commission Expires:  
 Notary Public, State of Florida  
 My Commission Expires Sept. 13, 1993  
 Bonded Thru Troy Fahn - Insurance Inc.

Dorothy V. Lund  
 Dorothy V. Lund  
Suzanne R. Ford  
 Suzanne R. Ford

Jo Anna Ewasko  
 Jo Anna Ewasko  
 Lot 42

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Jo Anna Ewasko, who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
 NOTARY PUBLIC

Suzanne R. Ford  
 Print or type Notary's name  
 Notary's Commission Expires:  
 Notary Public, State of Florida  
 My Commission Expires Sept. 13, 1993  
 Bonded Thru Troy Fahn - Insurance Inc.

Dorothy V. Lund  
 Dorothy V. Lund  
Suzanne R. Ford  
 Suzanne R. Ford

Edmund Ewasko  
 Edmund Ewasko  
 Lot 42

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Edmund Ewasko, who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
 NOTARY PUBLIC

Suzanne R. Ford  
 Print or type Notary's name  
 Notary's Commission Expires:  
 Notary Public, State of Florida  
 My Commission Expires Sept. 13, 1993  
 Bonded Thru Troy Fahn - Insurance Inc.

OR4375 PG3175

Dorothy V. Lund John R. McCallister  
 Dorothy V. Lund John R. McCallister  
Suzanne R. Ford Lot 32  
 Suzanne R. Ford

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by John R. McCallister, who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
 NOTARY PUBLIC

Print or type Notary's name  
 Notary's Commission Expires:

My Commission Expires Sept. 13, 1993  
 Bonded Thru Troy Fain - Insurance Inc.

Dorothy V. Lund Louise McCallister  
 Dorothy V. Lund Louise McCallister  
Suzanne R. Ford Lot 32  
 Suzanne R. Ford

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Louise McCallister, who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
 NOTARY PUBLIC

Print or type Notary's name  
 Notary's Commission Expires:

Notary Public, State of Florida  
 My Commission Expires Sept. 13, 1993  
 Bonded Thru Troy Fain - Insurance Inc.

Dorothy V. Lund Michael G. Butcher  
 Dorothy V. Lund Michael G. Butcher  
Suzanne R. Ford Lot 28  
 Suzanne R. Ford

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Michael G. Butcher, who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
 NOTARY PUBLIC

Print or type Notary's name  
 Notary's Commission Expires:

Notary Public, State of Florida  
 My Commission Expires Sept. 13, 1993  
 Bonded Thru Troy Fain - Insurance Inc.

OR4375 PG3176



Dorothy V. Lund Connie Butcher  
 Dorothy V. Lund Connie Butcher  
Suzanne R. Ford Lot 28  
 Suzanne R. Ford

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Connie Butcher, who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
 NOTARY PUBLIC

Suzanne R. Ford  
 Print or type Notary's name  
 Notary's Commission Expires:

Notary Public, State of Florida  
 My Commission Expires Sept. 13, 1993  
 Bonded Three Year Fidelity Insurance Inc.

Dorothy V. Lund  
 Dorothy V. Lund  
Suzanne R. Ford  
 Suzanne R. Ford

Lot 13

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Charles Thompson, who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
 NOTARY PUBLIC

Suzanne R. Ford  
 Print or type Notary's name  
 Notary's Commission Expires:

Notary Public, State of Florida  
 My Commission Expires Sept. 13, 1993  
 Bonded Three Year Fidelity Insurance Inc.

Dorothy V. Lund Therese H. Thompson  
 Dorothy V. Lund Therese H. Thompson  
Suzanne R. Ford Lot 13  
 Suzanne R. Ford

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Therese H. Thompson, who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
 NOTARY PUBLIC

Suzanne R. Ford  
 Print or type Notary's name  
 Notary's Commission Expires:

Notary Public, State of Florida  
 My Commission Expires Sept. 13, 1993  
 Bonded Three Year Fidelity Insurance Inc.

OR4375 PG3177

Dorothy V. Lund Robert E. Gibbs  
 Dorothy V. Lund Robert E. Gibbs  
Suzanne R. Ford Lot 43  
 Suzanne R. Ford

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Robert E. Gibbs who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
 NOTARY PUBLIC

Suzanne R. Ford  
 Print or type Notary's name  
 Notary's Commission Expires:

Notary Public, State of Florida  
 My Commission Expires Sept. 13, 1993  
 Bonded thru TFC Insurance Inc.

Dorothy V. Lund Linda T. Butler  
 Dorothy V. Lund Linda T. Butler  
Suzanne R. Ford Lot 46 Linda T. Butler  
 Suzanne R. Ford

STATE OF FLORIDA  
 COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Linda T. Butler who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
 NOTARY PUBLIC

Suzanne R. Ford  
 Print or type Notary's name  
 Notary's Commission Expires:

Notary Public, State of Florida  
 My Commission Expires Sept. 13, 1993  
 Bonded thru TFC Insurance Inc.

Dorothy V. Lund Frank B. Butler  
 Dorothy V. Lund Frank B. Butler  
Suzanne R. Ford Lot 46 FRANK B. BUTLER  
 Suzanne R. Ford  
 STATE OF FLORIDA  
 COUNTY OF ORANGE

OR4375 PG3178

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Frank B. Butler who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
 NOTARY PUBLIC

Suzanne R. Ford  
 Print or type Notary's name  
 Notary's Commission Expires:

Notary Public, State of Florida  
 My Commission Expires Sept. 13, 1993  
 Bonded thru TFC Insurance Inc.

Dorothy V. Lund  
Dorothy V. Lund  
Suzanne R. Ford  
Suzanne R. Ford

Marc Jensen  
Marc A. Jensen  
Lot 16

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 12 day of February, 1992 by Marc Jensen, who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name  
Notary's Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
Bonded Thru Troy Paine Insurance Inc.

Dorothy V. Lund  
Dorothy V. Lund  
Suzanne R. Ford  
Suzanne R. Ford

Vickie Jensen  
Vickie Jensen  
Lot 16

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Vickie Jensen, who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name  
Notary's Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
Bonded Thru Troy Paine Insurance Inc.

Dorothy V. Lund  
Dorothy V. Lund  
Suzanne R. Ford  
Suzanne R. Ford

William Ford  
William Ford  
Lot 23

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by William Ford, who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name  
Notary's Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
Bonded Thru Troy Paine Insurance Inc.

OR4375 PG3179

Dorothy V. Lund  
Dorothy V. Lund  
Suzanne R. Ford  
Suzanne R. Ford  
Lot 23

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Linda F. Ford who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name:  
Notary's Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993

Suzanne R. Ford  
Suzanne R. Ford  
Mark Schaefer  
Mark Schaefer  
Lot 4

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Charles Moorefield who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name:  
Notary's Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
My Commission Expires Sept. 13, 1993

Suzanne R. Ford  
Suzanne R. Ford  
Mark Schaefer  
Mark Schaefer  
Lot 8

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Diane C. Mack who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name:  
Notary's Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
My Commission Expires Sept. 13, 1993

OR4375 PG3180

Suzanne R. Ford  
Suzanne R. Ford  
Mark Schaefer  
Mark Schaefer

Richard C. Mack  
Richard C. Mack  
Lot 8

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 13 day of February, 1992 by Richard C. Mack, who is personally known to me or who has produced FL Drivers License as identification and who did not take an oath.

Suzanne R. Ford  
NOTARY PUBLIC

Suzanne R. Ford  
Print or type Notary's name  
Notary's Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept. 13, 1993  
Bonded Thru Troy Palm - Insurance Inc.

Dorothy V. Lund  
DOROTHY V. LUND  
Fran L. Haas  
FRAN L. HAAS

Ann D. Burns  
ANN D. BURNS  
Lot 2

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 17th day of FEBRUARY, 1992 by ANN D. BURNS, who is personally known to me or who has produced FL DRIVERS LICENSE as identification and who did not take an oath.

Fran L. Haas  
NOTARY PUBLIC

FRAN L. HAAS  
Print or type Notary's name  
Notary's Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 27, 1992  
BONDED THRU GENERAL INS. UND.

Dorothy V. Lund  
DOROTHY V. LUND  
Fran L. Haas  
FRAN L. HAAS  
STATE OF FLORIDA  
COUNTY OF ORANGE

Paul M. Burns  
PAUL M. BURNS  
Lot 2

OR4375 PG3181

The foregoing instrument was executed and acknowledged before me this 17th day of FEBRUARY, 1992 by PAUL M. BURNS, who is personally known to me or who has produced FL DRIVERS LICENSE as identification and who did not take an oath.

Fran L. Haas  
NOTARY PUBLIC

FRAN L. HAAS  
Print or type Notary's name  
Notary's Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 27, 1992  
BONDED THRU GENERAL INS. UND.

Kenneth Anderson  
Kenneth Anderson  
Martha I. Chipin  
Martha I. Chipin

Rox Anne Fulmer  
Rox Anne Fulmer  
Lot 33

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 14<sup>th</sup> day of February, 1992 by Rox Anne Fulmer, who is personally known to me or who has produced F456-735-59-919-0 as identification and who did not take an oath.

Shirley A. Anderson  
NOTARY PUBLIC  
Notary Public, State of Florida  
My Commission Expires June 19, 1992  
Print or type Notary's name  
Notary's Commission Expires:

Kenneth Anderson  
Kenneth Anderson  
Martha I. Chipin  
Martha I. Chipin

Philip R. Fulmer  
Philip R. Fulmer  
Lot 33

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 14<sup>th</sup> day of February, 1992 by Philip R. Fulmer, who is personally known to me or who has produced F 456-676-58-42 as identification and who did not take an oath.

Shirley A. Anderson  
NOTARY PUBLIC  
Notary Public, State of Florida  
My Commission Expires June 19, 1992  
Print or type Notary's name  
Notary's Commission Expires:

Dorothy V. Lund  
DOROTHY V. LUND  
Fran L. Haas  
FRAN L. HAAS

Alice C. Taisich  
ALICE C. TAISICH  
Lot 3

STATE OF FLORIDA  
COUNTY OF ORANGE

OR4375 PG3182

The foregoing instrument was executed and acknowledged before me this 14<sup>th</sup> day of FEBRUARY, 1992 by ALICE C. TAISICH, who is personally known to me or who has produced FL DRIVER'S LICENSE as identification and who did not take an oath.

Fran L. Haas  
NOTARY PUBLIC  
FRAN L. HAAS  
Print or type Notary's name  
Notary's Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 27, 1992  
BONDED THRU GENERAL INS. UND.

Dorothy V. Lund  
DOROTHY V. LUND  
Fran L. Haas  
FRAN L. HAAS

Thomas A. Nielsen  
THOMAS ARTHUR NIELSEN  
Lot 7

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 17th day of FEBRUARY, 1992 by THOMAS ARTHUR NIELSEN, who is personally known to me or who has produced FL DRIVERS LICENSE as identification and who did not take an oath.



Fran L. Haas  
NOTARY PUBLIC  
FRAN L. HAAS

Print or type Notary's name  
Notary's Commission Expires:

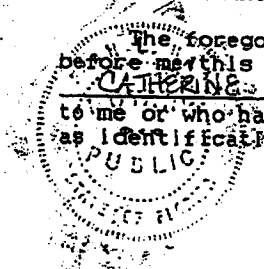
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 27, 1992  
BONDED THRU GENERAL INS. UND.

Dorothy V. Lund  
DOROTHY V. LUND  
Fran L. Haas  
FRAN L. HAAS

Catherine B. Nielsen  
CATHERINE B. NIELSEN  
Lot 7

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 17th day of FEBRUARY, 1992 by CATHERINE B. NIELSEN, who is personally known to me or who has produced FL DRIVERS LICENSE as identification and who did not take an oath.



Fran L. Haas  
NOTARY PUBLIC  
FRAN L. HAAS

Print or type Notary's name  
Notary's Commission Expires:

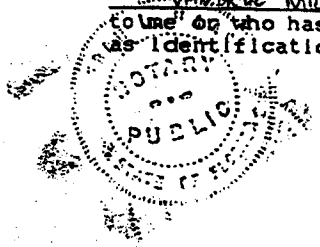
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 27, 1992  
BONDED THRU GENERAL INS. UND.

Dorothy V. Lund  
DOROTHY V. LUND  
Fran L. Haas  
FRAN L. HAAS  
STATE OF FLORIDA  
COUNTY OF ORANGE

Valerie Milligan  
VALERIE MILLIGAN  
Lot 60

OR 4375 PG 3183

The foregoing instrument was executed and acknowledged before me this 17th day of FEBRUARY, 1992 by VALERIE MILLIGAN, who is personally known to me or who has produced FL DRIVERS LICENSE as identification and who did not take an oath.



Fran L. Haas  
NOTARY PUBLIC  
FRAN L. HAAS

Print or type Notary's name  
Notary's Commission Expires:

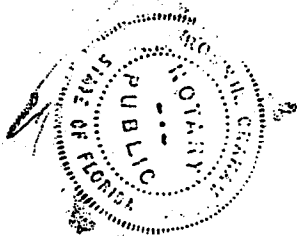
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 27, 1992  
BONDED THRU GENERAL INS. UND.

Dorothy V. Lund  
Dorothy V. Lund  
Robin K. Graham  
Robin K. Graham

Maria E. Palma  
Maria E. Palma  
Lot 30

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 18th day of February, 1992 by Maria E. Palma, who is personally known to me or who has produced Florida Drivers License as identification and who did not take an oath.



Robin K. Graham  
NOTARY PUBLIC

Robin K. Graham  
Print or type Notary's name  
Notary's Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: APRIL 6, 1993.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Dorothy V. Lund  
Dorothy V. Lund  
Robin K. Graham  
Robin K. Graham

Luis Palma  
Luis Palma  
Lot 30

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 18th day of February, 1992 by Luis Palma, who is personally known to me or who has produced Florida Drivers License as identification and who did not take an oath.



Robin K. Graham  
NOTARY PUBLIC

Robin K. Graham  
Print or type Notary's name  
Notary's Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: APRIL 6, 1993.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Dorothy V. Lund  
Dorothy V. Lund  
Robin K. Graham  
Robin K. Graham

Josefa Boza  
Josefa Boza  
Lot 29

STATE OF FLORIDA  
COUNTY OF ORANGE

OR4375 PG3184

The foregoing instrument was executed and acknowledged before me this 18th day of February, 1992 by Josefa Boza, who is personally known to me or who has produced Florida Drivers License as identification and who did not take an oath.



Robin K. Graham  
NOTARY PUBLIC

Robin K. Graham  
Print or type Notary's name  
Notary's Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: APRIL 6, 1993.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

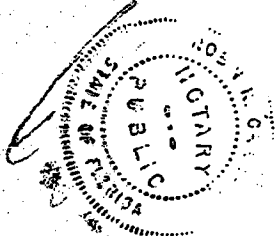


Dorothy V. Land  
Dorothy V. Land  
Robin K. Graham  
Robin K. Graham

Jose Boza  
Jose Boza  
Lot 29

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 19th day of February, 1992 by Jose Boza who is personally known to me or who has produced Florida Driver's License as identification and who did not take an oath.



Robin K. Graham  
NOTARY PUBLIC  
Robin K. Graham  
Print or type Notary's name  
Notary's Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: APRIL 6, 1993.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Burgess Poole  
Burgess Poole  
Robin K. Graham  
Robin K. Graham

Jeanette D. Brewerton  
Jeanette Brewerton  
Lot 56

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 19th day of February, 1992 by Jeanette Brewerton who is personally known to me or who has produced Florida Driver's License as identification and who did not take an oath.



Robin K. Graham  
NOTARY PUBLIC  
Robin K. Graham  
Print or type Notary's name  
Notary's Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: APRIL 6, 1993.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992 by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

NOTARY PUBLIC  
\_\_\_\_\_  
Print or type Notary's name  
Notary's Commission Expires:

OR4375 PG3185

RECORDED & RECORD VERIFIED  
Martha Arroyave  
County Controller, Orange Co., FL

INSTR 20020591674  
 OR BK 06692 PG 0099  
 MARTHA O. HAYNIE, COMPTROLLER  
 ORANGE COUNTY, FL  
 12/05/2002 01:32:54 PM  
 REC FEE 15.00

**SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
 OF  
 GREENVIEW AT DOVER**

WHEREAS a Declaration of Protective Covenants was executed by Viking Builders on November 1, 1982 for the following described land in Orange county, Florida:

GREENVIEW AT DOVER, as recorded in Plat Book 11,  
 page 47, Public Records of Orange County, Florida

and WHEREAS the Declaration of Protective Covenants has been recorded in the Public Records of Orange County, Florida in O.R. Book 3323 at Page 315

and WHEREAS paragraph 19 of such covenants provides that the then owners of at least Fifty-one percent (51%) of the lots may change the covenants by executing a written instrument and recording it in the Orange County Florida Public Records

and WHEREAS the undersigned lot owners desire to make the following amendment to the protective covenants and to have such amendment effective on the date this instrument is recorded in the Public Records of Orange County, Florida

NOW THEREFORE this Second Amendment to the protective covenants of GREENVIEW AT DOVER:

**ITEM ONE:** page 7, paragraph 4C of the original assessment shall be deleted in its entirety and the following paragraph shall be inserted in lieu thereof:

The assessment shall be \$175.00 per Living Unit (to be paid by owner at time of closing of each Living Unit). The Association may use any part of all or said sum for the purposes set out in sub-paragraph b above. The initial annual assessment shall be \$175.00, payable on January 1st of each year. Said assessment shall be paid directly to the Association, to be held and used in accordance with the purposes set forth above. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year with an annual cap of 15%, not to exceed \$350.00.

**ITEM TWO:** Except as herein modified the Protective Covenants shall remain in full force And effect.

WITNESS:

GREENVIEW at DOVER ASSOC., Inc.

Harriet E Rubin

Annette Wilson 12-4-2002  
 Annette Wilson, Pres.

Diane Wadley

Paula Craig 2-4-2002  
 Paula Craig, Secty

State of Florida  
 County of Orange

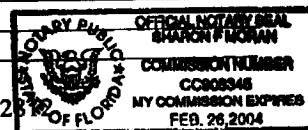
Sworn to and subscribed before me by Annette Wilson + Paula Craig who produced  
FL. DL as identification and who did take an oath this 4th day  
 Of December, 2002.

Print Name

My Commission Expires

Copy provided to: Greenview at Dover Homeowners

This document prepared by: Sharon Moran, 1159 Paladin Court, Orlando, FL 32812



INSTR 20020591674  
OR BK 06692 PG 0100

**Green View at Dover Neighborhood Association, Inc**

**Each home owner listed below is in favor of the Second Amendment to  
the Declaration Covenants**

Home Owner	Lot #	Home Owner	Lot #
<u>Theresa A. Schelling</u>	<u>#60</u>	<u>Marcia Derrin</u>	<u>58</u>
<u>Nelda Ann Epton</u>	<u>#55</u>	<u>Brenda S. Raines</u>	<u>63</u>
<u>David Hawk</u>	<u>#61</u>	<u>Michelle Tanner</u>	<u>#49</u>
<u>Jimmy E. Wilson</u>	<u>#64</u>	<u>Julia S. Liversay</u>	<u>#25</u>
<u>Matt Blankner</u>	<u>#42</u>	<u>Doris Pearson</u>	<u>#14 (21)</u>
<u>John Calabresi</u>	<u>#22</u>	<u>Steven Cook</u>	<u>#12</u>
<u>Ruby J. Holih</u>	<u>#24</u>	<u>Jonathan J. A.</u>	<u>#16</u>
<u>Betsy deCunha</u>	<u>#51</u>		
<u>James F. Feuerstein</u>	<u>#56</u>		
<u>Ms. Ann Wadley</u>	<u>Lot 46</u>		
<u>Paula E. Craig</u>	<u>#44</u>		
<u>Webster Brantley (Ben)</u>	<u>Lot #5</u>		
<u>Linda T. Butler</u>	<u>Lot #41</u>		
<u>Stephen D. Wadley</u>	<u>Lot #62</u>		
<u>Melanie W. Skaggs</u>	<u>Lot 37</u>		
<u>Sharon L. Walker</u>	<u>Lot 1</u>		

INSTR 20020591674  
OR BK 06692 PG 0101  
LAST PAGE

**Green View at Dover Neighborhood Association, Inc**

**Each home owner listed below is in favor of the Second Amendment to  
the Declaration Covenants**

Home Owner

Lot #

Home Owner Lot #

Mark Schaefer 17

De Le Fourn 26

Virginia L. Wallace 47

Henry R. Thompson 52

Jayenda Gillespie 59

Andrew Reely 31

Ben Skerick 39

Shawn Maron 13

Janice Redditt 15

17 Bobak 50

Terrie E. May 04

Vicki Hauldon 07

Quade Comptsky 08

Benjamin Polkosky 03

**THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
OF  
GREENVIEW AT DOVER Community Association, Inc.**

WHEREAS a Declaration of Protective Covenants was executed by Viking Builders, Inc. on November 1, 1982 for the following described land in Orange County, Florida:

GREENVIEW AT DOVER. As recorded in Plat Book 11. Page 47, Public Records of Orange County, Florida:

and WHEREAS the Declaration of Protective Covenants has been recorded in the Public records of Orange County, Florida in O.R. Book 3323 at Page 315;

and WHEREAS paragraph 19 of such Covenants provides that the then Owners of at least fifty-one per cent (51%) of the lots may change the Covenants by executing a written instrument and recording it in the Orange County Florida Public Records;

and WHEREAS the undersigned lot Owners desire to make the following amendment to the Protective Covenants and to have such amendment effective on the date this instrument is recorded in the Public Records of Orange County, Florida;

NOW THEREFORE this Third Amendment to the Protective Covenants of GREENVIEW AT DOVER:

ITEM ONE. The following paragraph 23. shall be inserted after paragraph 22. on page 9:

23. LEASING OF HOMES. In order to foster a stable single family residential community, the leasing of homes by their owners shall be restricted as provided in this section.

Homes may be leased or occupied in their entirety. No bed and breakfast facility may be operated out of a home. No time share, hostel or other similar arrangement is permitted. No lease term shall be less than twelve (12) months. All subleasing is strictly prohibited without written prior notification to the Board. Any violation of this section shall subject the owner to a fine of \$75.00.

Notwithstanding the foregoing, this section shall not apply to a situation where an Owner or resident of a home receives in-home care by a caregiver residing within the home.

**Leasing Procedures**

A) All leases or occupancy agreements shall be in writing and the Owner shall provide a copy of the lease to the Board of Directors three days prior to the tenant moving in. Upon the execution of a lease, the Owner shall provide the tenant with a copy of the Covenants, By-Laws, and Rules of the Association.

B) In conformity with Florida Statute 720.305, the "Tenant Application to Occupy" form shall be completed for the Owner and submitted with the executed lease to the Board of Directors of the Association prior to the tenant move-in date. Updated owner and tenant information, such as contact information changes (email address, phone numbers, etc.) shall be provided to the Board upon all renewals of any lease. This Provision shall apply to all new leases and the

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Martha O. Haynie, Comptroller  
Orange County, FL  
NB - Ret To: SHARON WALKER



renewals of any leases currently in effect upon the recording of this Declaration in the Public records of Orange County, Florida.

C) The "Tenant Application To Occupy" form and the Protective Covenants are available for download from the Association website, [www.greenviewatdover.com](http://www.greenviewatdover.com). If the site is unavailable, contact a member of the Board of Directors.

D) It is the responsibility of the Owner to run credit and background checks on all adult occupants.

Owners who share access to their home with a roommate would be prudent to require a lease and perform a background check. Under this provision, a copy of the lease and the "Tenant Application to Occupy" form shall be provided to the Association prior to the roommate move-in date.

**Regulation by Association:**

All the provisions of the Covenant documents and the Rules and Regulations of the Association shall be applicable to any person occupying a home. Upon signing of lease, the Owner shall provide the tenant with a copy of the Covenants and other Governing Documents.

**ITEM TWO.** Except as herein modified, the Protective Covenants shall remain in full force and effect.

WITNESS:

Perry R. Thompson

Perry R. Thompson

GREENVIEW AT DOVER COMMUNITY ASSOCIATION, Inc.

Sharon L Walker

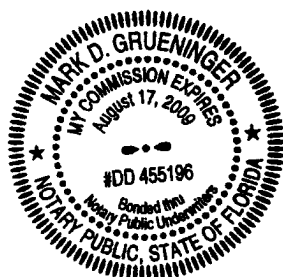
Sharon Walker, President

Belinda Cantu

Belinda Cantu, Secretary

State of Florida  
County of Orange

Sworn to and subscribed before me by SHARON L WALKER + BELINDA CANTU who produced Florida Drivers License as identification and who did take an oath this 9<sup>th</sup> day of March, 2009.



Mark D. Grueninger

print name Mark D. Grueninger

My Commission expires 8-17-09

## Greenview at Dover Community Association, Inc.

Each homeowner listed below is in favor of the Third Amendment to  
the Declaration of Protective Covenants

35/64

	Homeowner	Lot No.	Homeowner	Lot No.	
ampson	Larry R. Thompson	52	Virginia Wallace	47	Wallace
JADLEY	Ly Bradley	46	Jeffrey Jackson	56	Jackson
TRAIG	John W. Craig	44	MATT BLANKNER	42	Blankner
RANTON	Michael Ranton	5			
ALKER	Shawn Walker	1			
erman	John Herman	7			
USAY	Kelly Linsay	25			
rmsey	Lee Ramsey	22			
ORAN	Jim Moran	13			
ROSSO	Don Russo (Russo)	14			
ersick	Don Bersick	39			
rtelot	Don Berthelot	35			
ordet	Stephen Hardisty	62			
Alson	Amber Wilson	64			
urstein	Glenn M. Feuerstein	54			
JALKER	Chalmer Walker	53			
ddick	Jim Maddick	45			
FEVER	KE Le Fever	26			
ley	Wanda Feyer	31			
rtol	John Feyer	32			
ulston	John Feyer	34			
sete	John Feyer	12			
AMIDT	John Feyer	43			
imes	John Feyer	4			
mor	John Feyer	9			
under	John Feyer	2			
laspie	Phillip Laspie	59			
Cawly	Harvey W. Cawly	6			
tarmor	James Tarmor	28			
ntu	Belinda Caputo	30			
atch	Devin Hatch	11			
ilayton	John Hatch	40			

FILED

Nov 9 8 44 AM

SECRETARY OF STA  
TALLAHASSEE, FLOR

ARTICLES OF INCORPORATION  
OF  
GREENVIEW AT DOVER COMMUNITY ASSOCIATION, INC.

A NON PROFIT CORPORTION

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, all of whom are residents of the State of Florida and 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

The name of this corporation is GREENVIEW AT DOVER COMMUNITY ASSOCIATION, INC., a non profit corporation.

ARTICLE II

PURPOSES AND POWERS

The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are:

To promote the health, safety, and welfare of the residents living within the boundaries of the platted subdivision known as GREENVIEW AT DOVER, and recorded in Plat Book 11, Page 47, Public Records of Orange County, Florida ("The Property"), and for this purpose:

- A. Own, acquire, build, operate and maintain the Common Property, including buildings, structures, personal properties incident thereto (hereinafter referred to "the common properties and facilities") described in the Declaration of Protective Covenants for The Property;
- B. Fix assessments (or charges) to be levied against the Property;
- C. Enforce the Declaration of Protective Covenants and agreements applicable to The Property;
- D. Pay taxes, if any, on the common properties and facilities;
- E. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Property; and
- F. Perform all acts and exercise all powers that are granted to corporations not for profit under the laws of the State of Florida.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee simple or undivided fee simple in any Lot or Living Unit located on The Property and all of which is subject to covenants of record to assessment by the Corporation shall be a Member of the Corporation; provided that any such person or entity who holds such



interest merely as a security for the performance of an obligation shall not be a Member.

#### ARTICLE IV

##### VOTING RIGHTS

The Corporation shall have two classes of voting membership:

Class A. Class A Members shall be every person or entity who is a record owner of a fee simple or undivided fee simple in any Lot and Living Unit, which is subject by covenants of record to assessment by the Corporation with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot and Living Unit.

Class B. The Class B Member shall be the Developer and the Class B Member shall have the three (3) votes for each Lot owned by said Member.

The Class B Membership shall cease and become converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

a. When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership, or

b. On December 31, 1984.

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 vote for each Lot or Living Unit in which it holds the interest required for membership under Article III.

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

#### ARTICLE V

##### BOARD OF DIRECTORS; SELECTION; TERMS OF OFFICE

The affairs of the Corporation shall be managed by a Board of Directors which shall number not less than three (3) nor more than five (5) and the Directors need not be members of the Association. The initial Board of Directors shall consist of three (3) Directors who shall hold office until the election of their successors for the terms stated in Article XIV. Beginning with the organizational meeting of this Corporation to be held as soon after the qualification of this Corporation as may be practicable, the members at each annual meeting shall elect the Directors and each such Director shall serve until the next annual meeting of the Corporation or until their successors are duly elected.

#### ARTICLE VI

##### MERGERS AND CONSOLIDATION

Subject to the provisions of the recorded Declaration of Protective Covenants applicable to The Property described in

Article II, and to the extent permitted by law, the Corporation may participate in mergers and consolidations with other non profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of a majority of the votes of all of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

#### ARTICLE VII

##### MORTGAGES: OTHER INDEBTEDNESS

The Corporation shall have power to mortgage its properties only to the extent authorized under the recorded Declaration of protective Covenants applicable to The Property.

#### ARTICLE VIII

##### QUORUM FOR ANY ACTIONS GOVERNED BY ARTICLES VI AND VII OF THESE ARTICLES

The quorum required for any action governed by the Articles of Incorporation shall be as follows:

At the first meeting duly called as provided therein, the presence of members, or of proxies, entitled to cast fifty-one percent (51%) of all of the votes of the entire membership shall constitute a quorum.

#### ARTICLE IX

##### DEDICATION OF PROPERTIES OR TRANSFER OF FUNCTION TO PUBLIC AGENCY OR UTILITY

The Corporation shall have power to dispose of its real properties only as authorized under the recorded Declaration of Protective Covenants applicable to said properties.

#### ARTICLE X

##### DURATION

The Corporation shall exist perpetually.

#### ARTICLE XI

##### DISSOLUTION

The Corporation may be dissolved only with the assent given in writing and signed by the members entitled to cast a majority vote of the entire membership. Written notices of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consonant with Article XII hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

#### ARTICLE XII

##### DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of the Corporation, the assets, both real and personal of the Corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to

be devoted by the Corporation. In the event that such dedication is not accepted, such assets shall be granted, conveyed and assigned to any non profit Corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. No such disposition of corporate properties shall be effective to divest or diminish any right or title of a member vested in him under the recorded Declaration of Protective Covenants and deeds applicable to The Property unless made in accordance with the provisions of such covenants and deeds.

#### ARTICLE XIII

##### AMENDMENTS

These Articles may be amended by a majority vote of the Board of Directors; provided that no amendment shall be effective to impair or dilute any rights of members that are governed by the Declaration of Protective Covenants applicable to The Property (as, for example, membership and voting rights) which are part of the property interests created thereby.

#### ARTICLE XIV

##### THE INCORPORATORS

The name and address of each Incorporator is:

<u>Name</u>	<u>Address</u>
Paul E. Mashburn, Jr.	1262 Burning Tree Lane Winter Park, Florida 32792
Norma B. Mashburn	1262 Burning Tree Lane Winter Park, Florida 32792
Carter A. Bradford	90 East Livingston Street Orlando, Florida 32801

#### ARTICLE XV

##### REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Corporation is 1262 Burning Tree Lane, Winter Park, Florida and the name of its initial registered agent at such address is Paul E. Mashburn, Jr.

#### ARTICLE XVI

##### INITIAL DIRECTORS

The names and addresses of those persons who are to act as Directors until the election of their successors and their terms of office are:

<u>Name</u>	<u>Address</u>
Paul E. Mashburn, Jr.	1262 Burning Tree Lane Winter Park, Florida 32792
Norma B. Mashburn	1262 Burning Tree Lane Winter Park, Florida 32792
Carter A. Bradford	90 East Livingston Street Orlando, Florida 32801

The above named Directors are to serve until the organizational meeting to be as soon after the qualification of the Corporation as may be practicable.

#### ARTICLE XVII

##### INITIAL OFFICERS

The names and address of those persons who are to act as officers of the Corporation until the election of their successors and their terms of office are:

<u>Name</u>	<u>Title</u>	<u>Address</u>
Paul E. Mashburn, Jr.	President & Treasurer	1262 Burning Tree Lane Winter Park, Florida 3279
Norma B. Mashburn	Secretary	1262 Burning Tree Lane Winter Park, Florida 3279

The above named officers are to serve until the organizational meeting to be held as soon after the qualification of the Corporation as may be practicable.

#### ARTICLE XIX

The Bylaws of this Corporation are to be made by a two-thirds (2/3) vote of the Directors and the Bylaws of this Corporation may be altered or recinded by a like vote.

WITNESS our hands and seals this 2nd day of December, 1982.

Shirley B. Bradford  
(As to All Parties)

Paul E. Mashburn, Jr.  
PAUL E. MASHBURN, JR.  
Norma B. Mashburn  
NORMA B. MASHBURN  
Carter A. Bradford  
CARTER A. BRADFORD

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of December, 1982, by Paul E. Mashburn, Jr., Norma B. Mashburn and Carter A. Bradford, as the incorporators therein.

Shirley B. Bradford  
Notary Public  
My Commission Expires: 1/21/84

BY-LAWS  
OF  
GREENVIEW AT DOVER COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is GREENVIEW AT DOVER COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1262 Burning Tree Lane, Winter Park, Florida 32792, but meetings of members and directors may be held at such places within the State of Florida, Counties of Orange and Seminole, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the GREENVIEW AT DOVER COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

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

Section 3. "Common Property" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Property.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to VIKING BUILDERS, INC., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Protective Covenants applicable to the Properties recorded in the Public Records of Orange County, Florida, in Official Records Book 3323, Page 316.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held on the second Sunday of December of each year starting in 1985. 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 the President or by 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.

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, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. 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.

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 each class of 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 entitled to vote thereat shall have 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 Five (5) directors, all of whom shall be members of the Association.

Section 2. Term of Office. Directors shall serve until the next annual meeting, or until their successors are elected and qualified.

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 directors shall receive compensation for any service rendered 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, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced

at each annual meeting. 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, in 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

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly 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 the president of the Association, or 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 Property and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;



(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these 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 (3) consecutive regular meetings of the Board of Directors; and

(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 this 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 thirty (30) 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 Common Property to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president, who shall at all times be a member of the Board of Directors, a secretary and 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 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 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 not 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:

President

(a) 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.

Vice-President

(b) 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.

Secretary

(c) 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 seal of the Association and affix it on all papers requiring said seal; 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.

Treasurer

(d) 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 audit of the Association books to be made by a public accountant at the completion of each fiscal year; 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

### COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X

### 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. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for 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 rate of eighteen percent (18%) per annum, and 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 assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

## ARTICLE XII

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the word: GREENVIEW AT DOVER COMMUNITY ASSOCIATION, INC," and "Corporation not for profit."

## ARTICLE XIII

### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (2/3) of the Directors present in person or by proxy, except that the Federal House Administration or the Veterans Administration shall have the right to veto amendments while there is 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 1st 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.

AMENDMENT TO BY-LAWS OF  
GREENVIEW AT DOVER COMMUNITY ASSOCIATION, INC.

1. The following amendments to the By-Laws of Greenview at Dover Community Association, Inc. were adopted by the Board of Directors at a meeting held on November 14, 1985:

(a) Article III, Section 1 is amended by deleting the first sentence and inserting in lieu thereof the following new first sentence:

The annual meeting of the members shall be held at such date, time and place in January of each year as the Board of Directors shall decide.

(b) Article XII, Section 1 of the By-Laws is amended by deleting Section 1 and inserting in lieu thereof the following new Section 1:

Section 1. These By-laws may be amended at a regular or special meeting of the Board of Directors by a majority of the Directors present in person at such meeting.

(c) Article XIV is hereby amended by deleting the entire Article and inserting in lieu thereof the following new Article XIV:

The fiscal year of the Association shall begin on the first day of July and end on the 30th day of June of each year.

(d) The effective date of these amendments to the By-Laws is January 1, 1985.

WALKER

**AMENDMENTS TO BY-LAWS OF**  
**GREENVIEW AT DOVER COMMUNITY ASSOCIATION, INC.**  
**ADOPTED AT MARCH 7, 1994 BOARD OF DIRECTORS MEETING**

1. Article III, Section 3, "Notice of Meetings", shall be amended to read as follows:

**Section 3. Notice of Meetings.** Notice of each meeting of the members shall be given by any reasonable method approved by the Board of Directors. One acceptable method shall be the mailing or hand delivery of an association newsletter to each member at any time during the period beginning forty-five (45) days before such meeting. The newsletter shall contain the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. Such notice, in the case of the annual meeting, may also contain the names of the nominees to fill vacancies on the Board of Directors.

2. The first sentence of Article III, Section 4, "Quorum", shall be amended to read as follows:

**Section 4. Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the declaration, or these By-Laws.

3. Article IV, Section 2, "Term of Office", shall be amended to read as follows:

**Section 2. Term of Office.** At the annual meeting held in January, 1995, three of the directors elected at such meeting shall serve a term of one year and two directors shall serve a term of two years. At each annual meeting thereafter, two directors elected at each annual meeting shall serve a term of two years and one director shall serve a term of one year. In any event, directors shall serve until their successors are elected and qualified.

4. Article XI, "Assessments", shall be amended by adding the following new sentence at the end thereof:

In addition to the interest charge on the unpaid assessment, a late fee in the following amounts shall be added to the amount of the assessment:

<u>Payment Received During Period</u>	<u>Late Fee</u>
January 1 - January 31	None
February 1 - February 28	\$25
March 1 - March 31	\$50
April 1 and thereafter	\$100