

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF PILLAR'S LANDING

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**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
PILLAR'S LANDING
a Subdivision in Lake County, Florida**

This Declaration is made this 17th day of January, 2006 by PILLAR DEVELOPMENT, LLC. hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is an owner of those certain parcels of real property located in Lake County, Florida, described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires to impose a common plan of development on said real property for the purpose of protecting the value and desirability thereof, and for the purpose of enhancing the marketability thereof;

WHEREAS, the Declarant desires the said real property to be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, in consideration of these premises, the Declarant hereby declares the aforescribed real property be subject to the following Covenants, Conditions and Restrictions and the same shall be binding upon themselves and upon each and every person, both natural and corporate, who or which shall hereafter acquire any interest in the said real property, and their heirs, successors and assigns.

All references to the "Declaration" or the "Declaration of Easements, Covenants, Conditions, and Restrictions of PILLAR'S LANDING, hereinafter referred to as the "Subdivision", now or hereafter made in other instruments of the Public Records of Lake County, Florida, or in the Articles of Incorporation, Bylaws and other corporate documents and papers of PILLAR'S LANDING, HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, shall mean and refer to this Declaration as herein set forth.

ARTICLE I
Definitions

Section 1. "Association" shall mean and refer to PILLAR'S LANDING HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns.

Section 2. "Property" shall mean and refer to those certain parcels of real property described in Exhibit "A" attached hereto and incorporated herein by reference and referred to as PILLAR'S LANDING, a Lake County Subdivision, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" shall mean and refer to each plot of land shown on any recorded subdivision map or plat of the Property together with all improvements thereon, with the exception of the Common Area.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use, benefit, welfare and enjoyment of the Owners, and such area is to include surface water or stormwater management systems, roads, swales, or entryway if applicable. Every such owner has a right and easement of

Del. March 2006 P.L.L. Inc.

enjoyment to the common area which is appurtenant to the title to their lot. The Common Area to be owned by the Association shall be designated by the Developer or as designated on the plat of record.

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

Section 6. "Person" shall mean any natural person or artificial legal entity.

Section 7. "Developer" shall mean and refer to PILLAR DEVELOPMENT, LLC, a Florida limited liability corporation, its successors and assigns.

Section 8. "Board of Directors" shall mean the appointed or elected members of the Board of PILLAR'S LANDING HOMEOWNERS' ASSOCIATION, INC.

Section 9. "Architectural Control Committee" shall mean the committee appointed by the Developer comprised of three or more members.

Section 10. "Recorded" means filed for record in the Public Records of Lake County, Florida.

Section 11. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system., as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

Section 12. "Conservation Area" or "Conservation Areas" shall mean and refer to all such areas so designated, and specifically shall include all front, side and rear lot swales.

Section 13. "Interpretation". Unless the context otherwise requires, the use herein of the singular shall include the plural and the plural shall mean the singular; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development and preservation thereof. The heading used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to make regular and special assessments and other fees for the construction, beautification, repairs, and maintenance of the Common Area.

b. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument is agreed upon by two-thirds (2/3) of the members in a special called meeting.

d. Powers. The association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right to the Common Area and facilities thereon to the members of his family, his tenants, or contract purchasers, provided the foregoing actually reside upon such Owner's Lot.

Section 3. Duties. The Association shall operate, maintain and manage the surface water or stormwater management system in a manner consistent with the St. Johns River Water Management District permit no. 42-069-98521-1 requirements and applicable District rules, and shall assist in the enforcements of the restrictions and covenants.

ARTICLE III Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 2. Voting. The Association shall have two (2) classes of voting membership:

a. Class A. Class A members shall be all Owners and shall be entitled to one (1) vote for each Lot owned; provided, however, so long as there is Class B membership, Developer shall not be a Class A member. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine; but in no event shall more than one (1) vote be cast with respect to any Lot. There shall be no split vote.

b. Class B. The Class B member shall be the Developer and shall be entitled to Ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership shall equal the total votes outstanding in the Class B membership, or

(2) June 1, 2007

ARTICLE IV Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any annual and special assessments from time to time remaining unpaid, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a lien upon the Lot against which each such assessment is made, as provided in Section 8 of this Article. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area and for the maintenance and repair of the surface water or stormwater management systems, including, but not limited to, work within retention areas, drainage structures and drainage easements.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot by the Developer, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Lot per year.

a. From and after January 1 of the year immediately following the conveyance of the first Lot by the Developer, the maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year without a majority vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first Lot by the Developer, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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 costs of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 hereof shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, semi-annual or annual basis as determined by the Board of Directors.

Section 7. Developer's Assessment. Notwithstanding the foregoing requirement of uniformity or any other provision of this Declaration or Association's Articles of Incorporation or Bylaws to the contrary, there shall be no specified annual assessment against any Lot in which the Developer owns any interest and is offered for sale by the Developer as long as there is Class B membership in the Association.

Even though there is no specified assessment, the Developer shall be responsible for the upkeep and maintenance of the Property that is owned by the Developer. Upon transfer of title of a Developer-owned Lot, such Lot shall be assessed in the amount established against Lots owned by the Class A members of the Association, pro-rated as of and commencing with the month following the date of transfer of title.

Notwithstanding the foregoing, those Lots from which Developer derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as is hereinabove established for Lots owned by Class A members of the Association, pro-rated as of and commencing with the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into

possession, as the case may be. Under this Declaration, the Developer shall only be assessed on improved Lots which it holds for sale and/or rental, which shall mean Lots on which completed dwellings have been constructed, certificates of occupancy issued, and which are offered for sale and/or rental by the Developer.

Section 8. Date of Commencement of Annual Assessments and Due Dates. The annual assessments as provided for herein shall commence as to such Lots on the first (1st) day of the month following the conveyance of said Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Subsequent annual assessments shall be levied on a calendar year basis and shall be payable in advance. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Non-payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. In either event, the non-paying Owner shall pay for the cost of bringing this suit, including reasonable attorney's fees therefore. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

The lien for unpaid assessments shall attach to the respective Lot(s) only from the time of recording a Notice of Lien in the Public Records of Lake County, Florida, setting forth the Lot(s) Owner(s), amount of assessment and due date. Such Notice of Lien shall be executed and acknowledged by a duly authorized officer, agent or attorney of the Association. Unless such notice is re-recorded or Lis Pendens filed within one (1) year from recording of such notice, the lien shall lapse and be of no further force and effect whatsoever and the Lot(s) shall be exonerated from such charge and lien as reflected in the notice. However, the personal obligation shall remain and unless the Lot(s) have been conveyed to a new Owner, the lien will again become a charge against the Lot(s) upon the recording of a new Notice of Lien. Any lien established hereunder shall be foreclosed in the same manner as a mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any conveyance of title or any other proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability from any assessments thereafter becoming due or from the lien thereof. The Lot owner of record at the time the assessments accrued shall remain personally liable for such assessments.

ARTICLE V Architectural Control

Section 1. Approval of Plan. Owners shall submit to the Developer, Board of Directors or Architectural Control Committee, a location and plot plan, preliminary plans and specifications for all buildings and structures to be erected on the lot, and a professional preliminary landscape plan. These preliminary plans shall be prepared by an architect and shall be sufficient and definitive in detail and to scale so there can be determined the character, all elevations, exterior appearance, and exterior colors of all structures and landscaping. Developer, Board of Directors or Architectural Control Committee shall, within thirty (30) days after submission of said preliminary plans, in writing accept, reject, or propose changes to said preliminary plans.

Prior to the start of any construction on the Lot, Owner shall submit to Developer, Board of Directors, or Architectural Control Committee final plans and specifications prepared by an architect for all construction and landscaping, exterior colors, and a location and plot plan in detail and to scale. Failure to obtain written approval of Developer, Board of Directors or Architectural Control Committee of the final plans and specifications for all construction on the Lot and the final professional landscape plan shall be deemed a material breach of this restriction. The Developer, Board of Directors, or Architectural Control Committee shall then have the right to proceed in the Courts to obtain a mandatory injunction requiring any construction done without approval to be torn down or removed forthwith.

The plans and specifications and location of all construction thereunder, and every alternation of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes. It shall be the responsibility of the Owner to obtain from applicable governmental authority, or other appropriate authority, the necessary technical data with regard to construction elevations prior to the start of any construction. The Developer, Board of Directors or Architectural Control Committee, will not assume any responsibility in this regard before, during, or after construction on any of the Lots in PILLAR'S LANDING. The aforementioned technical data must be detailed on the first plans and specifications when submitted to the Developer, Board of Directors or Architectural Control Committee, before plan approval will be given. In the event said Developer or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

Section 2. Variance. The Developer, Board of Directors or Architectural Control Committee, in their sole discretion, may, by written instructions, grant any variation or modification to these covenants, conditions and restrictions, and a written approval by the Architectural Control Committee of such variation or modification shall be binding on all Owners.

Section 3. Architectural Control. No building, landscaping, fence, wall or other structure shall be commenced, erected or maintained on the Property, nor shall any exterior additions to, or change, or alteration therein, be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same, including a landscape plan, shall have been submitted to, and approved in writing, as to harmony of external design and location in relation to the surrounding structures and topography, by the Developer, Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more Owners appointed by the Developer.

ARTICLE VI
Exterior Maintenance

Section 1. Maintenance of Premises. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situate thereon in a manner satisfactory to the Board of Directors or the Association and, after a thirty (30) day notice given by the Board of Directors to the Lot owner apprising him of the maintenance deficiencies, and upon the approval of a two-thirds (2/3) vote of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said Lot to repair, maintain and restore the Lot and the exterior buildings, and any other improvements erected thereon. The entry of such Lot for such purposes shall not constitute a trespass. The costs of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VII
Cul de sac, Road Right-of-Way, Easements, Entrance Maintenance,
and Surface Water or Stormwater Management System Maintenance

Section 1. The Association shall be responsible for the maintenance, repair, beautification, landscaping of cul de sacs, road rights-of-way, all lighting installed for the benefit of the Subdivision, entrance to the Subdivision, all easements and all other areas of the Subdivision which are either common areas or areas dedicated to the public or for common use of the Subdivision, unless these items are being maintained by some

governmental entity or agency. Further, the association shall be responsible for all other improvements properly authorized hereunder.

Section 2. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

Section 3. The Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each Lot Owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human induced phenomena, shall be repaired and the Drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage swale is located.

ARTICLE VIII Wildlife Conservation

No one shall kill, injure, trap or otherwise interfere with the recognized endangered wildlife on the development property. The nest of such animals shall not be destroyed or interfered with in any way.

ARTICLE IX General Restrictions

Section 1. Use Restrictions. No Lot shall be used except for single family residential purposes, except that real estate brokers, Owners and their agents may show dwellings for sale or lease. Nothing shall be done on any Lot which may become a nuisance or an unreasonable annoyance to the neighborhood.

Section 2. Garages. All garages shall be enclosed, have entries from the front or side of the dwelling, and shall be at least adequate to house not less than two (2) nor more than three (3) standard-sized American automobiles. All garage doors must be maintained and in useable condition. No repairs, alterations, or modifications shall be made to any vehicle except in a totally enclosed structure.

Section 3. Temporary Structure. No structures of a temporary character, including a trailer, basement, tent, shack, garage, barn, or other such building shall be placed upon the Property or additions to the Property at any time, provided, however, that this prohibition shall not apply to shelters used by a contractor or Developer, his successors or assigns, during construction and, further, that temporary shelters may not at any time be used as residences or permitted to remain on the Property after completion of construction.

Section 4. Animals. No animals, fowl or reptiles shall be kept on or in Lots, or on the Property or additions to the Property, except for caged birds kept as pets and domestic dogs and cats, but not to exceed a total of three (3) in number. All dogs and cats shall not be allowed off the premises of Owner's Lot except on a leash. In no event shall such pets be kept, bred, or maintained for any commercial purposes.

Section 5. Condition of Buildings and Grounds. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkept condition of buildings or grounds on a Lot which shall tend to substantially decrease the beauty of the community as a whole or the specific area. This restriction shall apply before, during and after construction. Lots shall be kept mowed and clean at all times. Drainage retention areas and rights-of-way of each of the respective lots shall be maintained and sodded by each respective

lot owner. Refuse piles, trash, scrap metal, appliances and equipment, non-operative or unregistered motor vehicles, etc., shall not be placed or maintained on any lot.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot following the closeout sale of the subdivision, except one identification sign of not more than one (1) square foot in size or one temporary real estate sign of not more than six (6) square feet in size. All signs shall conform to the regulation pertaining thereto in the County and City Ordinances where the Lot is located.

Section 7. Building Materials. Only finished materials such as brick, stucco, painted siding, block, wood, glass and stone and cultured stone shall be used for the exterior surfaces of the buildings and structures on the side or sides exposed to the street. All homes, buildings and structures shall remain the same color as was originally approved in the plans and specifications submitted to the Architectural Control Committee. In the event that an Owner wishes to make any changes in the color of exterior areas, such changes must be approved by the Architectural Control Committee.

Section 8. Completion of Construction. Construction of approved improvements must begin within eighteen (18) months from the date of conveyance of the Lot(s) from the Developer, and may be extended for one twelve (12) month period on the expiration of the initial eighteen (18) month period on the written approval of the Developer or Association. Construction of all approved improvements shall be completed within twelve (12) months from the date of beginning of construction or the issuance of a building permit, whichever first occurs.

Section 9. Easements. The easements for installation and maintenance of utilities and drainage facilities and for the Common Areas are reserved as shown in the Public Records of Lake County, Florida. No structure, fence, or other material shall be placed or permitted to remain within the easements, except those improvements placed within the easements by action of the Association, which would include, but are not limited to, bikeways, sidewalks, or other such improvements. Notwithstanding the foregoing, no structure, fence, planting, or plantings 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 the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easement, or which may interfere with the Association facilities. The easements that are on each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, or a utility company is responsible, and except those grass areas over utility easements and Common Areas to be maintained by the Association.

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the association shall have the right to enter upon any portion of any lot which is part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Section 10. Setback Lines and Size of Building. All buildings erected or constructed on Lots as a dwelling shall contain a minimum of 2,000 square feet of air-conditioned space. Setback limitations shall be as follows;

LOT TYPE 1- Single frontage, rear not adjacent to platted Lot: Front yard 35 feet, side yard 7.5 feet, rear yard 10 feet.

LOT TYPE 2- Corner frontage, rear not adjacent to platted Lot: Front yard 35 feet, side corner front yard 25 feet, side yard 7.5 feet, rear yard 10 feet.

LOT TYPE 3- Single frontage, rear adjacent to platted Lot: Front yard 35 feet, side yard 7.5 feet, rear yard 15 feet.

LOT TYPE 4- Double frontage, adjacent to platted Lot: Front yard 35 feet, side yard 7.5 feet, side corner front yard 25 feet, rear yard 15 feet.

All out buildings shall have prior approval of the Architectural Control Committee and shall have the same decor as the home.

Where two or more Lots are acquired and used as a single building site by one Owner, the side lot lines shall refer only to the lines bordering on the adjoining property. The Developer, or the Board of Directors, shall have the authority to set aside, delete and cancel all easements along the side lot lines on adjoining Lots in order to allow the Lot Owner to combine two Lots for a single building lot.

Setback lines for corner Lots and odd-shaped Lots shall be as near as possible as set out above, except that variations may be authorized by the Building Department and the Architectural Control Committee at the time plans for buildings are approved, and a copy of such plans, including the plot plan, or a record of the variance, may be kept on file by the Developer to establish the setback lines as approved.

The method of determining square foot area of proposed building and structures, or additions and enlargements thereto, shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required.

Section 11. Offensive Activity. No noxious or offensive activity shall be carried on, or upon, the Property, or additions to the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community. There shall not be maintained any plants, animals, or devices, or thing of any sort, whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, illegal, or of a nature which may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and further, all domestic animals shall be either kept on a leash, or kept within an enclosed area.

Section 12. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Developer or Association shall have the right to enter upon any residential Lot on which a residence has not been constructed, after thirty (30) days notice to the Lot Owner by the Developer or Association, and the failure of the Lot Owner to reply. Such entry may be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth. The Association and its agents may likewise enter upon such Lot to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions of this Section shall not be construed as an obligation on the part of the Developer or Association to mow, clear, cut, or prune any Lot, nor to provide garbage or trash removal service.

Section 13. Sewage. Prior to the occupancy of a residence on any Lot, proper and suitable provision shall be made for the disposal of sewage.

Section 14. Trailers. No mobile home, semi-trailer, tractor trailer, trucks (other than light pick-up and utility van trucks, not exceeding one (1) ton capacity), tent, barn or other similar outbuilding or structure shall be placed or parked on any Lot or street at any time, either temporarily or permanently, except in a closed structure or garage. Temporary shall mean not to exceed 48 hours. This provision shall not apply to any temporary construction trailer owned by a builder, placed upon the Lot for the purpose of a temporary facility during the course of construction.

Section 15. Boats, Boat Trailers and Recreational Vehicles. Boats, Boat Trailers and Recreational Vehicles shall not be permitted to be parked or placed or stored on any Lot, unless completely enclosed within garage.

Section 16. All air-conditioning units shall be placed on the side of each residence. Wall air-conditioning units shall be permitted only after prior written approval by Developer, Board of Directors, or Architectural Control Committee. Window air-conditioning units shall not be permitted under any circumstance.

Section 17. Clothes Lines. No exterior clothes lines are permitted except ones that are temporary or retractable.

Section 18. Basketball Hoops. No basketball hoops shall be installed within the front set back area, as described in Section 10, above.

Section 19. House Trailers, Mobile Homes, Modular Homes. No structure of any kind commonly known as house trailers, mobile homes, modular homes, earth or geodesic dome homes or other prefabricated package home shall be erected or permitted on any Lot or portion thereof.

Section 20. Roofs. Roofs shall have a minimum pitch of 5/12. Flat roofs on screened porches, Florida Rooms or utility rooms shall not be permitted unless located to the rear of the building and first approved in writing by the Developer, Board of Directors, or Architectural Control Committee.

Notwithstanding the foregoing, a mansard roof, or a flat roof, located elsewhere than to the rear of the building may be permissible if first approved in writing by the Developer, Board of Directors, or Architectural Control Committee.

Section 21. Utility Connections. All electric, telephone, gas, or other utility connections must be installed underground.

Section 22. Height Limitation. No improvement on residential property shall exceed thirty-five (35) feet in height as measured from the finished grade of the first floor to the roof peak at its highest point.

Section 23. Mailboxes. The location and type of mailbox must be approved in writing by Developer, Board of Directors, or Architectural Control Committee prior to installation. All mailboxes must be maintained in good condition, as determined by the Developer, Board of Directors, or Architectural Control Committee.

Section 24. Lawns. All areas not covered by buildings, structures, walkways, or paved parking facilities shall be maintained as lawn or landscaped areas and shall be maintained to the pavement edge of any abutting streets, or to the waterline of any abutting lakes or canals. Lawns must be planted with grass types approved by the ARC and must be completed prior to the issuance of a Certificate of Occupancy, sodded with St. Augustine grass and each Lot shall have an irrigation system installed. No stone, gravel, or paving of any type, shall be used as a lawn, unless approved as part of the landscaping plan.

Section 25. Landscaping. Landscaping as required and as shown on the approved final landscape plan shall be completed at the time of completion of the building as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing authority.

Section 26. Driveways and Parking Strips. No gravel, blacktop, or paved parking strips are allowed. Driveways must be constructed with materials as approved in writing by Developer, Board of Directors or Architectural Control Committee. Driveway must not be painted.

Section 27. Fences and Hedges. No fences shall be allowed or constructed on any Lot. No hedge or shrubbery abutting the property lines shall be permitted with a height of more than six (6) feet without prior written approval by Developer, Board of Directors, or Architectural Control Committee. Perimeter walls and fences shall not be permitted.

Section 28. Refusal of Approval. Refusal of approval of any plan or plans, specifications, location and plot plan by the Developer, Board of Directors, or Architectural Control Committee may be based on any ground, including purely aesthetic grounds, in/at the sole and absolute discretion of the Developer, Board of Directors, or Architectural Control Committee.

Section 29. Other Restrictions. The Architectural Control Committee shall have the authority, from time to time, to include within its promulgated Residential Planning Criteria other reasonable restrictions regarding such matters as for-sale signs, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutter easements, games and play structures, swimming pools, sight distance at

intersections, utility connection, television antennae, driveway construction and such other reasonable restrictions as it shall deem appropriate; provided, however that such additional restrictions shall not be in conflict with other restrictions and easements provided in this Declaration. The foregoing matters are shown by way the authority of the Architectural Control Committee to promulgate and enforce such Residential Planning Criteria. Once the Architectural Control Committee promulgates certain restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein, until the Architectural Control Committee modifies, changes, or promulgates new restrictions, or the Board of Directors of the Association modifies, or changes restrictions set forth by the Architectural Control Committee.

ARTICLE X Additional Stages

Section 1. Additions to the Property. Additional land may be bought within the jurisdiction and control of the Association and, except as specifically hereinafter provided for, subject to all the terms of this Declaration as if part of the Property, provided such is done within ten (10) years from the date this instrument is recorded.

a. The Developer from time to time may, in its sole discretion, cause such additional lands to become subject to the Declaration; but, under no circumstances shall Developer be required to make such additions.

b. The real property to be added to the Property and to become subject to this Declaration shall be developed and platted in such a manner to provide for the preservation of the values and amenities of the Property with reasonable portions of said additional real property set aside for roads, open space, green belt areas and other common facilities as may be designated on such plats.

Section 2. Procedures for Additions to the Property. Such additions to the Property may become subject to this Declaration by any one of the following procedures:

a. **Additions in Accordance with a General Plan of Development.** The Developer, his successors and assigns, shall have the right to bring within the scheme of this Declaration additional Property in future stages of the development, provided that such additions are in accordance with a general plan of development. Such general plan of development shall show the proposed additions to the Property and contain (1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of Common Property proposed for each state; (3) the general nature of proposed common facilities and improvements; and (4) a statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses. Unless otherwise stated therein, such general plan shall not bind the Developer, his successors and assigns, to make the proposed addition to or adhere to the Plan in any subsequent development of the land shown thereon and the general plan shall contain a conspicuous statement to this effect.

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

Section 3. General Provisions regarding Additions to this Property.

a. The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary

Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added Property and as are not inconsistent with the scheme of this Declaration.

b. Regardless of which of the foregoing methods is used to add additional property to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Property as to the utilization of the Common Property as established hereunder except to grant to the Owners of the Additions to the Property being added the right to use the Common Property according to the terms and conditions as established hereunder, and the right to proportionately change voting rights and assessments.

ARTICLE XI General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by judicial proceedings, all restrictions, conditions, covenants, reservations, liens and charges, nor or hereafter imposed, by the provision of this Declaration. Failure by the Association, or by an Owner, to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in an action brought to enforce any provision of this Declaration shall be entitled to recover attorney fees for trial and appeal and court costs for the same.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 2. Severability. Invalidation of any one of these covenants or restrictions, or portions thereof, by judgment, or court order, shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) of the Lot Owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded to be effective.

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

Section 4. No Subdivision. None of the Lots shall be divided or sold except as a whole, without the prior written approval of the Developer or Association and no additional streets shall be constructed on or across any Lot without the prior written approval of the Developer or Association.

Section 5. Utility Easements. There is hereby reserved for the purpose of installing and maintaining private, government and public utility facilities and improvement district facilities, and for such other purposes incidental to the development of the Property, those easements to be shown upon the plat of PILLAR'S LANDING which is to be recorded, each easement being designated "Utility Easement", and there is also hereby reserved easements and rights-of-way for constructing anchor guys for electric and telephone poles, as shown on the plat of PILLAR'S LANDING to be recorded, and there is hereby reserved for a term of twenty (20) years from the date of this instrument by the developer, its successors and assigns, full free right and authority to lay, operate and maintain such drainage facilities, sanitary sewer lines, gas and electric lines, communication lines, and such other and further private or public service facilities as Developer may deem necessary along, through, in, over and under a strip of land twelve (12) feet in width, but being only six (6) feet in width on any Lot, defined as being six (6) feet (as measured at right angles) from all sides, front and rear lot lines in the aforesaid PILLAR'S LANDINGSUBDIVISION, except there is no utility easement reserved across any lakefront of a Lot. The

Developer will cause to be recorded, from time to time, various declarations of easements, setting forth the location of all said easements, under the rights herein reserved. And this right, except for the recorded easements, shall terminate in twenty (20) years.

Section 6. DISSOLUTION LANGUAGE. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface or stormwater management system must be transferred to and accepted by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

Section 7. EXISTENCE AND DURATION Existence of the Association shall commence with the filing of the Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

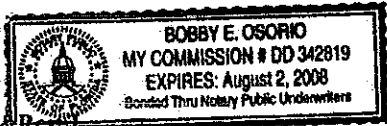
IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set **PILLAR'S LANDING** his/its hand and seal this 17th day of January, 2006.

WITNESSES:
Charles J. [Signature]
[Signature]

DEVELOPER:
Fernando Bontas

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 17th day of January, 2006, by who is personally known to me or produced _____ as identification.



Bobby E. Osorio
Notary Public

[HOA/Cover Sheet]
(Rev 6/22/05)

EXHIBIT "A"

(Legal Description of the Property)

LEGAL DESCRIPTION:

THAT PART OF TRACT 13, CLERMONT FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 59, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 13; THENCE N.00 07'59"E. ALONG THE WEST LINE OF SAID TRACT 13, A DISTANCE OF 628.38 FEET TO THE NORTHWEST CORNER OF SAID TRACT 13; THENCE N.89 53'33"E. ALONG THE NORTH LINE OF SAID TRACT 13, A DISTANCE OF 624.74 FEET TO THE NORTHEAST CORNER OF SAID TRACT 13; THENCE S.00 24'55"W., ALONG THE EAST LINE OF SAID TRACT 13, A DISTANCE OF 628.57 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 13, THENCE N.89 54'28"W., ALONG THE SOUTH LINE OF SAID TRACT 13, A DISTANCE OF 621.24 FEET TO THE POINT OF BEGINNING.

**PILLAR HOMES LLC
1216 BOWMAN STREET
CLERMONT, FL 34711**

Prepared by and return to:
Elwood M. Obrig, Esquire
700 Almond Street
Clermont, FL 34711

CFN 2007030917
Bk 03382 Pgs 1983 - 1984 (2pgs)
DATE: 03/06/2007 11:33:43 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50

**SECOND SUPPLEMENTAL
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS
of
PILLAR'S LANDING
a Subdivision in Lake County, Florida**

This Second Supplemental Declaration to the Declaration of Easements, Covenants, Conditions and Restrictions of PILLAR LANDING is made this MARCH - 6 -, 2006, by PILLAR DEVELOPMENT, LLC, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer recorded a Declaration of Easements, Covenants and Restrictions of PILLAR'S LANDING dated January 17, 2006 as recorded on January 24, 2006 in Official Record Book 3068 at Pages 321 through 334 of the Public Records of Lake County, Florida; and

WHEREAS, Developer is the owner of ninety (90%) percent or more of the lots in said subdivision as of the date hereof; and

WHEREAS, the Developer deems it necessary and advisable to amend said Declaration as hereinafter set forth; and

NOW, THEREFORE, in consideration of these premises, the Developer hereby Supplements the Declaration of Easements, Covenants, Condition and Restrictions as previously recorded in Official Records Book 3068 at pages 321 through 334 of the Public Records of Lake County, Florida and the same shall be binding upon itself, and its successors and assigns, and upon each and every person, both natural and corporate, who is now an "Owner" or which shall hereafter acquire any interest in any lot in said subdivision known as Pillar's Landing.

**ARTICLE III
Membership and Voting Rights**

is hereby amended by deleting the date of June 1, 2007, and Section 2. (b) (2) in its entirety.

ARTICLE IX
General Restrictions

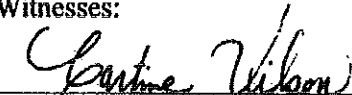
is hereby amended by adding thereto the following provisions:

Section 30. Garbage and Refuse Containers. Each Owner shall keep all household garbage and refuse in molded plastic container with lids in place to prevent odors and spilling. Plastic bags may be used for leaves, grass and shrubbery clippings but not for household garbage and refuse when not at curbside for pick-up. All garbage and refuse containers and all garbage bags shall be kept out of view from the street either inside the garage or shielded from view by shrubbery or other approved enclosure.

Section 31. Restrictions on Yard and Garage Sales. Yard sales and garage sales shall be prohibited as an offensive activity, except the Pillar's Landing Homeowners Association may authorize and conduct an annual community wide sale upon the affirmative vote of a majority of the Owners.

IN WITNESS WHEREOF, Developer has executed this Second Supplemental Declaration on the day and year first above written.

Witnesses:



PILLAR DEVELOPMENT, LLC

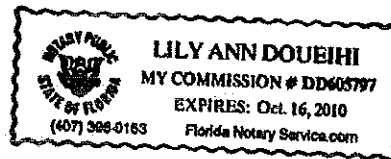
By: 
Fouad Boutros, Manager

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing document was acknowledged before me on March 6, 2007, by FOUAD BOUTROS, who is personally known to me.


Notary Public

(SEAL)



P
PILLAR HOMES LLC
1216 BOWMAN STREET
CLERMONT, FL 34711

Prepared by and return to:
Elwood M. Obrig, Esquire
700 Almond Street
Clermont, FL 34711

CFN 2007030917
Bk 03382 Pgs 1983 - 1984; (2pgs)
DATE: 03/06/2007 11:33:43 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50

**SECOND SUPPLEMENTAL
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS**

of

PILLAR'S LANDING

a Subdivision in Lake County, Florida

This Second Supplemental Declaration to the Declaration of Easements, Covenants, Conditions and Restrictions of PILLAR LANDING is made this MARCH - 6 -, 2006, by PILLAR DEVELOPMENT, LLC, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer recorded a Declaration of Easements, Covenants and Restrictions of PILLAR'S LANDING dated January 17, 2006 as recorded on January 24, 2006 in Official Record Book 3068 at Pages 321 through 334 of the Public Records of Lake County, Florida; and

WHEREAS, Developer is the owner of ninety (90%) percent or more of the lots in said subdivision as of the date hereof; and

WHEREAS, the Developer deems it necessary and advisable to amend said Declaration as hereinafter set forth; and

NOW, THEREFORE, in consideration of these premises, the Developer hereby Supplements the Declaration of Easements, Covenants, Condition and Restrictions as previously recorded in Official Records Book 3068 at pages 321 through 334 of the Public Records of Lake County, Florida and the same shall be binding upon itself, and its successors and assigns, and upon each and every person, both natural and corporate, who is now an "Owner" or which shall hereafter acquire any interest in any lot in said subdivision known as Pillar's Landing.

ARTICLE III

Membership and Voting Rights

is hereby amended by deleting the date of June 1, 2007, and Section 2. (b) (2) in its entirety.

ARTICLE IX
General Restrictions

is hereby amended by adding thereto the following provisions:

Section 30. Garbage and Refuse Containers. Each Owner shall keep all household garbage and refuse in molded plastic container with lids in place to prevent odors and spilling. Plastic bags may be used for leaves, grass and shrubbery clippings but not for household garbage and refuse when not at curbside for pick-up. All garbage and refuse containers and all garbage bags shall be kept out of view from the street either inside the garage or shielded from view by shrubbery or other approved enclosure.

Section 31. Restrictions on Yard and Garage Sales. Yard sales and garage sales shall be prohibited as an offensive activity, except the Pillar's Landing Homeowners Association may authorize and conduct an annual community wide sale upon the affirmative vote of a majority of the Owners.

IN WITNESS WHEREOF, Developer has executed this Second Supplemental Declaration on the day and year first above written.

Witnesses:

Gertine Wilson
[Signature]

PILLAR DEVELOPMENT, LLC

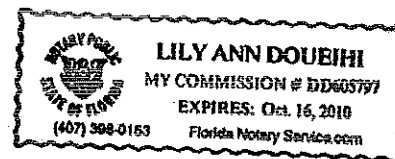
By: *Fouad Boutros*
Fouad Boutros, Manager

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing document was acknowledged before me on March 6, 2007, by FOUAD BOUTROS, who is personally known to me.

Lily Ann Doueiri
Notary Public

(SEAL)



P
PILLAR DEVELOPMENT, LLC
1216 BOWMAN STREET
CLERMONT, FL 34711

**THIRD SUPPLEMENTAL
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS**

**of
PILLAR'S LANDING
a Subdivision in Lake County, Florida**

This third Supplemental Declaration to the Declaration of Easements, Covenants, Conditions and Restrictions of PILLAR LANDING is made this July - 11 -, 2007, by PILLAR DEVELOPMENT, LLC, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer recorded a Declaration of Easements, Covenants and Restrictions of PILLAR'S LANDING dated January 17, 2006 as recorded on January 24, 2006 in Official Record Book 3068 at Pages 321 through 334 of the Public Records of Lake County, Florida; and

WHEREAS, Developer is the owner of ninety (90%) percent or more of the lots in said subdivision as of the date hereof; and

WHEREAS, the Developer deems it necessary and advisable to amend said Declaration as hereinafter set forth; and

NOW, THEREFORE, in consideration of these premises, the Developer hereby Supplements the Declaration of Easements, Covenants, Condition and Restrictions as previously recorded in Official Records Book 3068 at pages 321 through 334 of the Public Records of Lake County, Florida and the same shall be binding upon itself, and its successors and assigns, and upon each and every person, both natural and corporate, who is now an "Owner" or which shall hereafter acquire any interest in any lot in said subdivision known as Pillar's Landing.

ARTICLE IV

Covenant for Maintenance Assessments

Is hereby amended by amending thereto the following provision:

Section 3: Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot by the Developer, the maximum annual assessment shall be Three Hundred and Fifty Dollars (\$350.00) per Lot per year.

ARTICLE VI
Exterior Maintenance

Is hereby amended by amending thereto the following provision:

Section 1. Maintenance of Premises. Each Owner shall be responsible for the improvements, care and Maintenance of their Lot and shall keep the same neat, clean, irrigated and mowed. Failure to abide by this requirement or any of the restrictions herein will allow the Association or the Developer at their discretion, to enter upon the premises and make improvements and perform maintenance at the Owner's expense; payment of said expense shall be made by Owner within fifteen (15) days from billing mailing date. Unless timely paid, Association or Developer may cause a charging lien to be placed upon said Lot for actual costs incurred by the Association or Developer plus twenty percent (20%) plus all legal expenses, and may collect same by civil action. The entry of such Lot for such purposes shall not constitute a trespass.

ARTICLE IX
General Restrictions

Is hereby amended by amending thereto the following provisions:

Section 10. Setback Lines and Size of Building. All buildings erected or constructed on Lots as a dwelling contain a minimum of 1400 square feet of air-conditioned space. Setback limitations shall be as follows;

LOT TYPE 1- Single frontage, rear not adjacent to platted Lot: Front yard 30 feet, side yard 7.5 feet, rear yard 10 feet.

LOT TYPE 2- Corner frontage, rear not adjacent to platted Lot: Front yard 30 feet, side corner front yard 25 feet, side yard 7.5 feet, rear yard 10 feet.

LOT TYPE 3- Single frontage, rear adjacent to platted Lot; Front yard 30 feet, side yard 7.5 feet, rear yard 15 feet.

LOT TYPE 4- Double frontage, adjacent to platted Lot: Front yard 30 feet, side yard 7.5 feet, side corner front yard 25 feet, rear yard 15 feet.

Section 13. Iron, Aluminum, Decorative Fencing, Continuous hedge, Planting of natural plants or trees, Decorative or similar partitions shall be permitted in the rear yard and shall not be permitted between the front set back line and the front lot line.

IN WITNESS WHEREOF, Developer has executed this Third Supplemental Declaration on the day and year first above written.

Witnesses:

[Signature]
[Signature]

PILLAR DEVELOPMENT, LLC

By: [Signature]
Fouad Boutros, Manager

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing document was acknowledged before me on July 11th, 2007, by FOUAD BOUTROS, who is personally known to me.

[Signature]
Notary Public

(SEAL)



FILED
06 FEB 14 AM 8:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
of
PILLAR'S LANDING HOMEOWNERS ASSOCIATION, INC.
(a Florida Corporation Not-for-Profit)

The undersigned, acting as incorporators of a nonprofit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following articles of incorporation for such corporation.

ARTICLE I
NAME

The name of the corporation is PILLAR'S LANDING HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II
ADDRESS

The street address of the initial principal office and the mailing address are the same as follows:

1216 Bowman Street
Clermont, Florida 34711

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION

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

PILLAR'S LANDING, a Lake County Subdivision, according to the Plat thereof recorded in the Public Records of Lake County, Florida.

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

A. Exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration" applicable to the property and recorded, or to be recorded, in the Office of the Clerk of the Circuit Court, Lake County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length:

B. Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other

expenses incidental to the conduct of business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

C. The Association shall operate, maintain and manage the surface water or storm water management system(s) in a manner consistent with the St. Johns River Water Management District Permit No. 42-069-98521-1 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or storm water management system.

D. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Not For Profit Corporation Law of the State of Florida may now or hereafter have or exercise.

ARTICLE IV **VOTING RIGHTS**

The Association shall have two classes of voting membership as follows:

CLASS A. The CLASS "A" MEMBER(S) shall be all Owners, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any residence, all such persons shall be members. The vote for such lot shall be exercised as the multiple owners may determine, but in no event shall more than one (1) vote be cast with respect to any one lot.

CLASS B. The CLASS "B" MEMBER(S) shall be the Developer. The Class "B" member shall be entitled to exercise total voting control until the annual meeting after ninety-five percent (95%) of the total number of lots in the subdivision are owned by individuals other than the Developer, his agents or associates. When ninety-five percent (95%) of said lots are owned by individuals, then Class "A" members may exercise voting rights. No lots owned by the Developer, his agents or associates, shall be subject to any assessment until the annual meeting following this event.

ARTICLE V **BOARD OF DIRECTORS**

The affairs of the Association will be managed by a Board consisting of not less than three (3) and no more than five (5) directors. The number of directors may be changed by amendment of the ByLaws of the Association. The names and address of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
FOUAD BOUTROS	1216 BOWMAN STREET CLERMONT, FL. 34711
DIANE BOUTROS	1216 BOWMAN STREET CLERMONT, FL. 34711
ELWOOD M. OBRIG, ESQ.	700 ALMOND STREET CLERMONT, FL 34711

At the first annual meeting and each meeting thereafter the members shall elect three (3) directors for a term of one (1) year each.

ARTICLE VI
ADDRESS OF INITIAL REGISTERED OFFICE AND
NAME OF INITIAL REGISTERED AGENT

The address of this Association's initial registered office in the State of Florida is 700 Almond Street, Clermont, FL 34711. The name of this Association's initial registered agent at the above address is Elwood M. Obrig.

ARTICLE VII
OFFICERS

The initial officers of the Association shall be a president, vice president and secretary/treasurer. Such officers shall be elected or appointed at the first meeting of the Board of Directors following each Annual meeting of members.

The names of the officers who are to serve until the first election or appointment are:

FOUAD BOUTROS, President
DIANE BOUTROS, Vice President, Secretary, Treasurer

ARTICLE VIII
INCORPORATORS

The name and address of the incorporator of these Articles of Incorporation are as follows:

FOUAD BOUTROS
1216 Bowman Street
Clermont, FL 34711

ARTICLE IX
BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded at any annual meeting of the association, or at any special meeting duly called for such purpose by a vote of a majority of a quorum of voting members present in person or by proxy, except that the initial Bylaws of the Association shall be made and adopted by the Board of Directors.

ARTICLE X
EXISTENCE AND DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

**ARTICLE XI
AMENDMENTS**

These Articles of Incorporation may be amended at any annual meeting of the Association or at any special meeting duly called and held for such purpose on the affirmative vote of at least three-fourths (3/4) of the members eligible to vote.

**ARTICLE XII
DISSOLUTION**

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or storm water management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved in writing by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of each Class of members. Upon dissolution of the Association, other than incidental to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval on dissolution pursuant to Section 617.05, Florida Statutes.

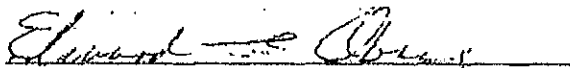
IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation on this January 19, 2006.


FOUAD BOUTROS, Incorporator

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent, I hereby accept such appointment and am familiar with and accept the duties and responsibilities as registered agent for the corporation.

Date: January 19, 2006


Elwood M Obrig, Resident Agent

{Corp\HOA\Articles}
(R-6/22)

Exhibit "A"
(the "Articles")

ARTICLES OF INCORPORATION
of
PILLAR'S LANDING HOMEOWNERS ASSOCIATION, INC.
(a Florida Corporation Not-for-Profit)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, acting as incorporators of a nonprofit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following articles of incorporation for such corporation.

ARTICLE I
NAME

The name of the corporation is **PILLAR'S LANDING HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association".

ARTICLE II
ADDRESS

The street address of the initial principal office and the mailing address are the same as follows:

1216 Bowman Street
Clermont, Florida 34711

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION

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

PILLAR'S LANDING, a Lake County Subdivision, according to the Plat thereof recorded in the Public Records of Lake County, Florida.

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

A. Exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration" applicable to the property and recorded, or to be recorded, in the Office of the Clerk of the Circuit Court, Lake County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length:

B. Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other

expenses incidental to the conduct of business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

C. The Association shall operate, maintain and manage the surface water or storm water management system(s) in a manner consistent with the St. Johns River Water Management District Permit No. 42-069-98521-1 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or storm water management system.

D. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Not For Profit Corporation Law of the State of Florida may now or hereafter have or exercise.

**ARTICLE IV
VOTING RIGHTS**

The Association shall have two classes of voting membership as follows:

CLASS A. The CLASS "A" MEMBER(S) shall be all Owners, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any residence, all such persons shall be members. The vote for such lot shall be exercised as the multiple owners may determine, but in no event shall more than one (1) vote be cast with respect to any one lot.

CLASS B. The CLASS "B" MEMBER(S) shall be the Developer. The Class "B" member shall be entitled to exercise total voting control until the annual meeting after ninety-five percent (95%) of the total number of lots in the subdivision are owned by individuals other than the Developer, his agents or associates. When ninety-five percent (95%) of said lots are owned by individuals, then Class "A" members may exercise voting rights. No lots owned by the Developer, his agents or associates, shall be subject to any assessment until the annual meeting following this event.

**ARTICLE V
BOARD OF DIRECTORS**

The affairs of the Association will be managed by a Board consisting of not less than three (3) and no more than five (5) directors. The number of directors may be changed by amendment of the ByLaws of the Association. The names and address of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
FOUAD BOUTROS	1216 BOWMAN STREET CLERMONT, FL. 34711
DIANE BOUTROS	1216 BOWMAN STREET CLERMONT, FL. 34711
ELWOOD M. OBRIG, ESQ.	700 ALMOND STREET CLERMONT, FL 34711

At the first annual meeting and each meeting thereafter the members shall elect three (3) directors for a term of one (1) year each.

**ARTICLE VI
ADDRESS OF INITIAL REGISTERED OFFICE AND
NAME OF INITIAL REGISTERED AGENT**

The address of this Association's initial registered office in the State of Florida is 700 Almond Street, Clermont, FL 34711. The name of this Association's initial registered agent at the above address is Elwood M. Obrig.

**ARTICLE VII
OFFICERS**

The initial officers of the Association shall be a president, vice president and secretary/treasurer. Such officers shall be elected or appointed at the first meeting of the Board of Directors following each Annual meeting of members.

The names of the officers who are to serve until the first election or appointment are:

FOUAD BOUTROS, President
DIANE BOUTROS, Vice President, Secretary, Treasurer

**ARTICLE VIII
INCORPORATORS**

The name and address of the incorporator of these Articles of Incorporation are as follows:

FOUAD BOUTROS
1216 Bowman Street
Clermont, FL 34711

**ARTICLE IX
BYLAWS**

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded at any annual meeting of the association, or at any special meeting duly called for such purpose by a vote of a majority of a quorum of voting members present in person or by proxy, except that the initial Bylaws of the Association shall be made and adopted by the Board of Directors.

**ARTICLE X
EXISTENCE AND DURATION**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

**ARTICLE XI
AMENDMENTS**

These Articles of Incorporation may be amended at any annual meeting of the Association or at any special meeting duly called and held for such purpose on the affirmative vote of at least three-fourths (3/4) of the members eligible to vote.

**ARTICLE XII
DISSOLUTION**

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or storm water management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved in writing by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of each Class of members. Upon dissolution of the Association, other than incidental to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval on dissolution pursuant to Section 617.05, Florida Statutes.

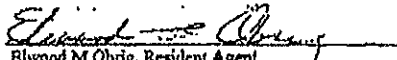
IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation on this January 19, 2006.


FOUAD BOUTROS, Incorporator

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent, I hereby accept such appointment and am familiar with and accept the duties and responsibilities as registered agent for the corporation.

Date: January 19, 2006


Elwood M. Obrig, Resident Agent

[Corp/ROA Articles]
(R-6/22)

Exhibit "B" BYLAWS

of

PILLAR'S LANDING HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

The name of the corporation is PILLAR'S LANDING HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the Association. The principal office of the corporation shall be located at 1216 Bowman Street Clermont, FL 34711, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

Section 1. A Association shall mean and refer to PILLAR'S LANDING HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. A Lot shall mean and refer to each of the lots of the subject real estate and lots of other subdivisions, if and when made subject to these Bylaws.

Section 3. A Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. A Property shall mean and refer to that certain real property described in Exhibit AA@ and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. A Developer shall mean and refer to PILLAR DEVELOPMENT, LLC, a Florida corporation, its successors and assigns.

Section 6. A Common Area shall mean any property designated on the subdivided lots of the property or by the Developer or the Association for the common use of the owners of any unit. Every such owner has a right and easement of enjoyment to the common area which is appurtenant to the title to its lots.

Section 7. A Member shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 8. "Turnover" shall mean the date of the transfer of the Association to the Owners which shall occur upon ninety-five percent (95%) of the lots within PILLAR'S LANDING being owned by individuals other than the Developer, its agents or associates.

ARTICLE III

Section 1. Annual Meeting. The first annual meeting of the members may be called at the discretion of the President at any time prior to the Turnover by the Developer to the Association, but shall be held within one (1) year from the date of the turnover, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 P.M. Should the day for the annual meeting of members fall on a legal holiday, the meeting will be held at the same hour on the next day which is not a legal holiday.

Section 2. Regular Meetings. After the date of turnover by the Developer to the Association, regular meetings of the members shall be held at least quarterly on the second Monday of each quarter, without notice, at such place and hour as may from time to time be fixed by resolution of the members. 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 3. Special Meetings. After the date of turnover by the Developer to the Association, 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 the votes of the Class A membership.

Section 4. Notice of Meetings. After the date of turnover by the Developer to the Association, written notice of each special and annual meeting of the Association shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such a notice, postage prepaid, at least fifteen (15) days before such meeting to each member addressed to the members 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 5. Quorum. After the date of turnover by the Developer to the Association, the presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the votes of each class of membership shall constitute a quorum or any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however such quorum shall not be present or represented at any meeting, the members entitled to vote thereon shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum of aforesaid shall be present or be represented.

Section 6. 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

Section 1. Number. The affairs of this Association shall be initially managed by a Board of three (3) directors. Prior to the date of turnover by the Developer to the Association, the members of the Board shall be selected by the Developer. After at least 95% of the lots have been conveyed, the members of the Association shall select the directors. The Board of Directors may consist of a membership of three (3) members and a maximum of five (5) members.

Section 2. Term of Office. At the first annual meeting after the turnover by the Developer to the Association, and each annual meeting thereafter the members shall elect three (3) directors for a term of one (1) year each.

Section 3. Removal. Prior to the turnover by the Developer to the Association, the Developer may remove any director without cause. After the turnover by the Developer to the Association, any director may be removed from the Board with or without cause, by a majority vote of the members of the Association entitled to vote. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. After the turnover by the Developer to the Association, 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 after the turnover by the Developer to the Association. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and one 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 shall be made from among the members.

ARTICLE VI
Meeting of Directors

Section 1. Regular Meetings. After the turnover by the Developer to the Association, regular meetings of the Board of Directors shall be held monthly, on the first Monday of each month, without notice, or such a 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 of 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 Area and facilities, and personal conduct of the member 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 60 days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, 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, 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 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 assessments 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 payments;
- (e) Procure and maintain adequate liability and hazard insurance on the 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 Area to be maintained.
- (h) Cause the exterior of the dwellings to be maintained.
- (i) Read the minutes of their board meetings to the members at the regular monthly members meetings.

ARTICLE VIII
Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a president, who shall at all times be a member of the Board of Directors, and a secretary-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 after the turnover by the Developer to the Association.

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 periods, 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 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:

- (a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments that pertain to the common area and shall co-sign all checks and promissory notes.
- (b) Vice-President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate 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.
- (d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual 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 meeting, and deliver a copy of each to the members.

Section 9. Death of Officer. Should the President die, resign or be removed from office prior to the Developer having sold at least 95% of the lots, then the Vice President shall accede to the office of President of the Association until at least 95% of the lots are sold and the Developer turns over the Association to the Homeowners. If there is no Vice President, then the Secretary shall become President until at least 75% of the lots are sold and the Developer turns over the Association to the Homeowners.

ARTICLE IXAppointment of Committees

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

ARTICLE XBooks 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 Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XIAssessments

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 assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

ARTICLE XIICorporate Seal

The Association shall have a seal in circular form having within its circumference the words: "PILLAR'S LANDING HOMEOWNERS ASSOCIATION, INC."

ARTICLE XIIIAmendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members entitled to vote and present in person or by proxy. However, until the Class B membership ceases, amendments may be vetoed by HUD/VA.

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

ARTICLE XIV
Miscellaneous

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

IN WITNESS WHERE, we being all of the Directors of PILLAR'S LANDING HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands this 19th day of January, 2006.


Fouad Boutros, Director


Diane Boutros, Director


Lily Douelhi, Director

CERTIFICATION

I, the undersigned, do hereby certify that:

I am duly elected and acting secretary of PILLAR'S LANDING HOMEOWNERS ASSOCIATION, INC. a Florida Corporation not for profit,

The foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 19th day of January, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 19th day of January, 2006.


Lily Douciff, Secretary