

LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

FEBRUARY 2017

INTRODUCTION these Rules and Regulations have been promulgated in accordance with the provisions of the Declaration and are designed to make living in Lake of the Woods pleasant and comfortable. In living together all of us have not only certain rights, but also certain obligations to other Owners and Residents. The need for Rules and Regulations arises when we are inconsiderate of the rights of others. We must realize that the restrictions we impose upon ourselves are for our mutual benefit and comfort. These Rules and Regulations have been established by the Board of Directors after careful deliberation under the authority of Article II, Section 15, and Article IV, Section 7 of the Lake of the Woods Declaration, and we ask for your cooperation and compliance.

Lake of the Woods is a Homeowners Association of townhome units considered as single family homes (fee simple).

Prohibition of Damage and Certain Activities Nothing shall be done or kept on any Lot or in the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any Lot or in the Common Area, or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Properties and buildings shall be committed by any Owner or any Tenant of any Owner; and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by his/her Tenants, to the Association or other Owners. No noxious, destructive or offensive activity shall be permitted on any Lot or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Properties.



DEFINITIONS

“BOARD OF DIRECTORS” means the Board of Directors of the Homeowners Association.

“COMMON AREA” means any portion of the Property designated as such as defined by the Declaration.

“DECLARATION” means the Restated Declaration of Easements, Covenants, Conditions and Restrictions Regarding Lake of the Woods, as amended from time to time, which is recorded in the Public Records of Seminole County, Florida.

“GUEST” means any person visiting an Owner or Resident who is not himself an Owner or Resident.

“HOMEOWNERS ASSOCIATION” means Lake of the Woods Homeowners Association, Inc., a corporation not for profit, its successors and assigns, organized and existing under the laws of the State of Florida, and guided by the provisions of Florida Statutes, Chapters. 617 and 720.

“LOT” means any plot of land shown upon any recorded subdivision map or plat of the Properties, together with all improvements thereon, with the exception of those portions of the land designated as “common areas.”

“OWNER” means the record Owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the property, including contract sellers, but excluding any other party holding such fee simple title merely as security for the performance of an obligation.

“PROPERTY” means that property identified as Lake of the Woods Townhouses according to the Public Records of Seminole County, Florida.

“RECREATION CENTER” means any and all recreation facilities owned or controlled by the Association including the clubhouse, pools, tennis courts, playground area and pavilion, basketball court, shuffleboard court, horse shoe pit, dock, and any other area, which may be designated a recreation facility by the Board of Directors.

“RESIDENT” means any person or Tenant who resides on the Property, whether or not he/she is an Owner.

“TENANT” means one who rents or leases a home from an Owner.

“INVITEE” means any person who is invited to use the facilities, by any Owner or Resident.

“COVENANT RUNNING WITH THE LAND” means a covenant condition and/or provision which restricts or limits property rights to land, is being annexed to the estate, and which cannot be separated from the land. The land cannot be transferred without the covenant. The “Covenants Running with the Land” not only binds the original parties, but also each successive Owner of land.

OBLIGATIONS AND RESPONSIBILITIES

Owners, Residents, Guest Conduct

Owners, Residents, or Guests shall not conduct or permit any activity which is in violation of any provision of these Rules and Regulations, the Declaration, or any ordinance, law or statute of any governmental body having jurisdiction over the Property. Each Owner is responsible for the conduct of his/her Guests, Tenants, Family Members or any Persons residing in or visiting his/her home or the Property. Any violation of these Rules and Regulations shall be deemed a violation by the Owner, whether or not such Owner is in fact in residence at the time.

Each Owner is responsible for notifying the Association Manager whenever a change in Residents occurs in their property, whether by lease or long term or short term rental (Exhibit A).

SALE OF PROPERTY

It is the seller's responsibility to provide a Disclosure Summary to the buyer. (See Exhibit B)

ENFORCEMENT

As responsible Owners and Residents, we should try to resolve differences or Rules infractions on a neighbor-to-neighbor basis. When infractions of our rules are also prohibited by Seminole County Ordinances, the Owner or Resident may call on civil authorities for assistance. Examples are ordinances pertaining to noise and animal control, violations of which can result in penalties being imposed by civil authorities. Copies of these ordinances are available in the office of the Homeowners Association Manager.

In instances where the neighbor-to-neighbor approach or reliance on Seminole County Civil Authority does not achieve satisfactory results and in those instances where the interaction between neighbors or the use of civil authorities is not feasible, then an Owner or Resident may submit a written complaint of the rules infraction to the Homeowners Association Manager for action.

Under the terms of the Declaration, the Board of Directors may institute legal proceedings to enforce these Rules and Regulations and the provisions of the Declaration and the Board enforcing the same shall have the right to recover all costs and expenses incurred, including reasonable attorneys' fees.

Complaints submitted to the Association Manager must be in writing stating the circumstances; names of persons involved (if known and applicable), time and date, and must be signed by the person submitting the complaint. Appropriate action will be taken by the Association Manager, as an enforcement agent of the Board of Directors. No action will be taken in response to anonymous letters. If the scope of the rule infraction exceeds the enforcement authority delegated to the Association Manager by the Board of Directors, the Board will take action to resolve the complaint with assistance of legal counsel, if necessary and the costs thereof may be charged against the offending party or parties.

FINES

Failure to comply with these Rules and Regulations may result in any or all of the following actions by the Board of Directors or the Association Manager acting on their behalf: Warnings, suspension of recreation center privileges and voting rights, fines and legal proceedings being brought against the offending party or parties.

A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. These actions are applicable to Owners, Tenants, Guests, and Invitees.

NON-SUFFICIENT FUNDS CHECKS

Fees for non-sufficient funds or returned checks will be charged to Homeowners or Residents.

DELINQUENT ASSESSMENTS

Assessments are due the 1st of each month and a late fee will be charged on any assessment not received by the 10th day of the month. A late notice will be mailed for those accounts whose payments have not been received by the 10th of each month. The Association may suspend voting rights and recreation facilities use privileges of a member for the non-payment of assessments that are delinquent in excess of ninety (90) days.

ADMINISTRATIVE OFFICES

The Administrative Office will be open from 8:30 A.M. to 5:00 P.M. Monday through Friday. The office will be closed on recognized legal holidays.

HOMEOWNERS ASSOCIATION MAILING ADDRESS

The mailing address for the Lake of the Woods Homeowners Association and Association Manager is as follows:

**Lake of the Woods
Homeowners Association
300 Carolwood Point,
Fern Park, FL 32730**

SECTION I
GENERAL RULES

NOISE

1. No Owner, Resident, or Guest shall create any noise of such volume or duration that it will disturb others. Be considerate of your neighbor.
2. No Owner, Resident, or Guest shall operate any sound producing instrument between 10 P.M. and 8 A.M. (radios, TVs, stereo sets, organs, etc.) above conversational loudness since the sound may carry into adjacent homes.

CONDUCT OF BUSINESS

The conduct of any trade or business within the property by any Owner, Resident, Guest, or any other person which results in noise, vehicular traffic, or other disturbance is prohibited.

SPEED LIMIT

For the safety of our Residents, the speed limit in Lake of the Woods is 15 miles per hour unless otherwise posted.

GARAGE SALES, ESTATE SALES, PATIO SALES, CARPORT SALES, YARD SALES OR AUCTIONS

These sales are prohibited in Lake of the Woods.

APPEARANCE

In keeping with the desire of the Homeowners Association to maintain an attractive community, it is incumbent upon each Owner to take care of those things which he does to his property that are not concealed from view and may detract from the over-all appearance. As rules pertaining to the exterior appearance seem to have become more misunderstood, more attempts are made to clarify rules by listing examples. This has led to some confusion.

To simplify matters, the Board has adopted and will enforce the following provisions:

1. No changes, alteration, additions, reconstruction, replacements, or attachments of any nature whatsoever shall be made to the exterior of any lot without Board approval. The only exception is replacements of an exact nature as to type, style and appearance of any item on the exterior of any lot or unit. The provisions of Section V of these Rules and Regulations shall also apply.

2. Nothing shall be kept, placed, stored or maintained upon the exterior of any unit without the approval of the Board. This applies to any area of the lot not enclosed.
3. No rubbish, trash, garbage or other waste material (that is not concealed from view) shall be kept or permitted on any lot.

Exceptions on an individual basis will be granted only under the most compelling of circumstances. We will continue to list examples of violations, but remember they are only examples. The best rule of thumb is that if you plan to hang it, set it, attach it, place it, plant it or change it; then you need approval from the Board.

The examples of such items which are not permitted to be displayed on any lot include but are not limited to the following:

Appliances; dead plants; artificial plants; unsightly window coverings; visible refuse; garden hoses outside of gates or fences (except as approved by the Board); bicycles; barbecue grills; toys; house numbers on gates or fences; lights on/over garage doors or carports; mailboxes on posts; initials/names (except as approved by the Board) on gates and fences; decorative ornaments, trellises, flower pots, hanging baskets or window boxes, figurines, (owls, cats, birds, etc.), low in-ground lights along pathways outside of courtyards; name or number on mailbox slot; wires running across roofs (must be hidden); any signs on gates, fences or in yards (with the exception of For Sale or Security signs posted in the proper places); clothes lines visible over top of fences or visible in garages; wood or plastic edgings around tree plantings. (See approved lawn edgings and plantings); screen doors across garage doors.

Open carports: Residents will be allowed to keep the following items in open carports: one (1) recycle bin, one (1) covered garbage can and one (1) neatly coiled garden hose.

Any Homeowner may display one portable, removable United States Flag or official flag of the State of Florida in a respectful manner. No flag shall be larger than 4 ½ feet by 6 feet. It is recommended that such flag be respectfully displayed from a bracket attached to the garage or carport. One (1) flag from any of Armed Services, or POW/MIA flag may be displayed on a military holiday.

HOLIDAY DECORATIONS

<u>Holiday</u>	<u>Decoration Period</u>
• Valentine's Day	February 1 st – February 17 th
• St. Patrick's Day	March 3 rd – March 20 th
• Easter/Passover	Two weeks prior to one week after holiday
• July 4 th	June 27 th – July 7 th
• Halloween	October 15 th – November 3 rd
• Christmas/Hanukkah	November 22 nd – January 10 th of the following year

Artificial plants in the ground will be allowed during the Christmas and Easter period defined above. Lawn decorations are not permitted because they interfere with lawn maintenance.

SIGNS

1. As stated in the Declarations, no Homeowner shall have a lawn sign larger than 5 square feet in size to advertise the property for sale or rent. In addition to this sign, the owner is allowed one container for information about the property. Such container shall be no larger than 13 by 8 inches. NO OTHER SIGNS (BROKERS' NAME PLATES, WARRANTIES, ETC.) OF ANY TYPE MAY BE ATTACHED TO THE BASIC 5 SQUARE FOOT SIGN.
2. Security signs at homes with alarm systems must be no larger than 60 square inches in size, not to exceed 18 inches in height and must be placed within a radius of six feet (6') of the gate post. They must not interfere with the lawn maintenance program.
3. No signs of any kind (other than permitted security signs) may be displayed in windows.

PETS

THESE RULES ARE NOT APPLICABLE TO SERVICE ANIMALS.

1. Pets are never permitted in the clubhouse, pool, playground, tennis courts, or fishing pier.
2. All pets (dogs and cats) must be on a leash and attended to within the developed area of the property, per Seminole County Animal Services, Chapter 20 – Ordinances Pertaining to Animals.
3. No Owner, Resent, or Guest shall, either willfully or through a failure to exercise due care and control, permit any animal to defecate within Lake of the Woods, unless such person shall promptly remove and dispose of the excrement in a sanitary manner.
4. All persons should be aware of and comply with Seminole County Animal Services, Chapter 20 – Ordinances Pertaining to Animals, prohibiting animals running at large and causing a nuisance and other animal matters. A copy of this ordinance is available in the Association Manager's office for inspection.
5. No Owner, Resident or Guest shall feed, offer food (except bird feeders) or leave food that may attract stray animals of any description.

GARBAGE AND TRASH DISPOSAL

1. Garbage, trash, lawn trash and recyclables are collected at the residents' expense by a contractor.
2. Garbage, trash, lawn trash and recyclables must be placed in garbage containers, plastic bags or other appropriate containers, or in bundles, which meet the requirements of the contractor.

3. All trash containers shall be placed at curbside on the days and locations as specified by the Board, the County or the contracted trash removal service, Trash containers should be removed as soon as possible after collection.
4. Trash containers should not be placed at curbside before 6 PM of the day preceding pick-up and emptied containers should be removed as soon as possible after pick-up.

HOMEOWNERS ASSOCIATION EMPLOYEES

1. No Owner, Resident, or Guest shall, under any circumstances, attempt to interrupt or direct the work of or reprimand any employee of the Homeowners Association or any other party working under the supervision of the Association Manager, nor shall he engage such employee or other party in conversation with respect to the quality or scope of his work.
2. Any, an all, criticism of the Homeowners Association's employees shall be made in writing and addressed to the Association Manager, except criticism of the Association Manager, which shall be directed to the President or a member of the Board for delivery to the President.
3. No Owner/Resident or Tenant shall be an employee of the Association, without prior written consent of the Board of Directors.
4. No Owner, Resident, Tenant or Guest shall request that any Homeowner Association employee perform services outside the scope of the employee's duties during such employee's normal working hours.

SECTION II

CLUBHOUSE FACILITIES AND RECREATION AREA

ALL PERSONS USING CLUBHOUSE FACILITIES, INCLUDING SWIMMING POOLS AND OTHER FACILITIES, AT THE RECREATION CENTER DO SO AT THEIR OWN RISK.

HOURS OF OPERATION OF POOL EXERCISE ROOM AND GAME ROOM

Summer Hours –April 1st through September 30 - 9 A.M. to 9 P.M. Monday through Sunday.

Winter Hours - October 1 through March 31st - 9 A.M. to 8 P.M. Tuesday through Sunday.
CLOSED ON MONDAY

HOURS OF OPERATION OF EXERCISE ROOM

Summer Hours –April 1st through September 30 – 9 A.M. to 9 P.M. Monday through Sunday

Winter Hours – October 1st through March 31st – 9 AM to 4:30 PM on Mondays. 9 AM to 8 PM Tuesday through Sunday.

HOLIDAY CLOSINGS

The clubhouse, pool and exercise room will be closed on New Year's Day, Thanksgiving Day, and Christmas Day.

ENFORCEMENT OF RULES AND REGULATIONS

1. The Board of Directors of the Homeowners Association has directed the Association Manager to have all staff employees of the Homeowner Association enforce all Rules and Regulations and supervise the conduct of the people using these facilities. Violations of the rules by Owner, Resident, or Guest will result in the violator being asked to leave the facilities. Any such action will be reviewed subsequently by the Board of Directors for possible suspension of an Owner or Resident and his household from the use of the facilities for up to 60 days and other appropriate measures.
2. In the event that any resident notices a violation of any rules, that person may bring it to the attention of the offender or notify the staff of the infraction.
3. Any Resident found in an area of the Association considers closed, will be fined and privileges suspended for 60 days.
4. Residents must register upon entering Recreation area.

CLUBHOUSE ATTIRE

No Owner, Resident, Tenant or Guest may appear in the clubhouse (game room, exercise room auditorium and office) without proper attire, including shirts and footwear. No wet clothing of any kind allowed.

GUEST POLICY FOR USE OF RECREATION CENTER FACILITIES

1. On weekdays a household may entertain no more than four (4) Guests per day in the use of the recreation center and clubhouse facilities. The Association Manager may place further limitations on the number of Guest's visits to the swimming pool whenever use approaches capacity.
2. On weekends, the number of guests for each household is limited to two (2) per day. This restriction on weekends applies only during the period from April 1st to Sept. 1st. Management may authorize up to 4 Guests on weekends if, in Management's judgment, pool area capacity will permit without interfering with Resident's use.
3. Only Owners or Residents are authorized to register Guests. Owners or Residents must accompany Guests when they are using the facilities unless the Guests are registered at the office.
4. For Guests who will be using the facilities for an extended time period, it is the responsibility of each Owner or Resident to notify the Association Manager in writing of the name(s) of each of his guests on their first visit. The length of the expected visit must be specified, Guests may not use the facilities without approval and full knowledge of the entertaining Resident.
5. Each Owner or Resident will notify the Association Manager in writing of Guests who will occupy his or her home during the latter's absence and to whom he or she has delegated rights to use the center facilities.
6. Residents under age 16 may not register Guests unless arrangements are made by the adult Resident.
7. Employees of the Lake of the Woods Homeowners Association may not be sponsored as Guests in the use of the recreation center and clubhouse facilities unless they are participating in their family sponsored events.

GAME ROOM, EXERCISE ROOM AND SAUNA

1. All persons using the sauna and exercise equipment do so at their own risk.
2. Persons under 16 years of age are NOT permitted to use exercise equipment or sauna, unless supervised by an adult.
3. All equipment must be used with care. The sauna heat unit must be turned off when finished with the sauna. Nudity prohibited in the sauna.
4. Billiard tables must be brushed and covered after completion of play.
5. Children under age of 10 may NOT play pool under any circumstances. Children ages 10 through 15 may play pool ONLY with adult supervision. Children age 16 and older may play pool providing applicable clubhouse rules are complied with.
6. An Owner or Resident will be required to pay for any damage caused by the abusive or negligent use of the equipment by himself, and by any member of his household or any of his Guests.
7. Age limit for videos is 16 years old or older.
8. Age limit for ping pong is 8 years or older unless an adult is supervising.

TENNIS COURTS AND PLAYGROUND

1. Users of the tennis courts are expected to demonstrate proper tennis etiquette so as not to interfere with play on the adjoining court.
2. Playground facilities and tennis courts are available only for the use of Owners, Residents, Tenants and their Guests. Playground will close at dusk. Tennis courts may be used until 10 P.M.
3. Parents are wholly responsible for the safety and welfare of their children when using the playground facilities. Prudent parental guidance must govern the use of such facilities.
4. Minors under the age of 12 require supervision of a person 16 years old or older to use the tennis courts or playground.

FISHING PIER

1. Use of the pier is limited to fishing or sitting and relaxing.
2. Minors under age 10 may use the fishing pier ONLY when accompanied and supervised by a person age 16 or older.

PRIVATE PARTIES - USE OF CLUBHOUSE FACILITIES

Procedures and rules governing the use of the recreation center auditorium, card room and kitchen for private Owner or Resident-sponsored social activities are available in the Association Manager's office.

SECTION III

COMMON AREAS

The Common Areas of Lake of the Woods are all real property owned by the Homeowners Association for the common use and enjoyment of the Owner (Article II of the By-Laws). See also definition of "Owner," "Lot" and "Member." Article II, Property Rights, of the "DECLARATION" grants certain rights to Owners, and provides that the Homeowners Association may regulate other uses of the Common Areas. The following regulations are issued under that authority.

RIGHTS

A non-Resident Owner who rents his residence relinquishes all rights to the use of the common areas, including recreational facilities, in favor of his Tenant, but may use the facilities as a Guest of an Owner or Resident.

PERMITTED ACTIVITIES

1. All Common Areas: Foot traffic by Residents and their Guests, except where access is restricted by fences or signs.
2. For the safety of our Residents, the speed limit in Lake of the Woods is 15 miles per hour unless otherwise specified.

PROHIBITED ACTIVITIES:

1. Sunbathing, barbecuing, ball playing, Frisbee throwing or contact sports, other than at the Recreation Center under the regulations in Section II.
2. The use of chairs or lounges on the Common Area.
3. The use of the Fishing Pier for activities other than fishing, sitting, and relaxing.
4. Launching or landing watercraft into or from Lake of the Woods from any common or recreation area of the Lake of the Woods property.
5. Swimming in the lake from any common area.
6. Parking vehicles on Common Area (see Section IV).
7. Throwing of trash or litter on the Common Areas.
8. Use of fireworks.
9. Use of any firearms, air rifles, BB guns, sling shots and other similar devices.

SWIMMING POOLS

Use of the swimming pools by children is subject to the following rules in addition to the general rules which follow and are posted at the pool

1. Minors under age 10 are not permitted to use the swimming pools unless accompanied and supervised by a person age 18 or older. The Homeowner Association will also permit minors under age 10 to be accompanied and supervised by a person age 16 or older provided that parent or legal guardian has signed an Authorization and Release in the form established by the Homeowners Association.
2. Minors over age 10 and through age 15 who are not accompanied and supervised by a person of age 16 or older must demonstrate swimming proficiency to recreation staff before being allowed use of the swimming pool.

GENERAL RULES FOR USE OF POOL

1. All Persons USE THE POOL AT YOUR OWN RISK.
2. Shower before entering pool.
3. Rinse off sun tan oil before entering pool.
4. Horseplay, running, excessive splashing and any other activity that could be considered dangerous or annoying to others will not be permitted.
5. No glass objects are allowed in pool area.
6. No pets are allowed in pool area.
7. Standard swimwear only is permitted. No cut-offs or street wear. Non-toilet trained children must wear waterproof pants while in pools.
8. No alcoholic beverages are permitted.
9. No balls, Frisbees, or other similar play objects are permitted in the larger pool area. Small soft rubber or plastic toys are allowed in the small children's pool. There are some pool toys allowed in the pool, they can be checked out from the rec attendant and need to be returned to the rec attendant when leaving the pool.
10. All cans, paper and debris must be deposited in trash can after use.
11. No flotation devices (rafts, etc.) are permitted in the large pool. The only exception is a flotation device, which is attached to the arms, and is used for instructional purposes. Noodles are permitted in the large pool, for flotation devices only.
12. Flotation devices for therapeutic or health reasons shall be allowed upon notifying the staff of such intended use. Doctor's note may be requested.
13. No smoking will be permitted in the pool area.
14. No food or drink in the pools or within three (3) feet of either pools' edge.

USE OF ALCOHOLIC BEVERAGES IN OR AT RECREATION CENTER FACILITIES

POOL, POOL AREA AND ALL OTHER RECREATION CENTER FACILITIES

1. Use of alcoholic beverages in these above listed areas is prohibited at all times.

ALL OTHER AREAS

1. Use of alcoholic beverages at events organized or sponsored by the Homeowner Association is permitted only on a "Bring-Your-Own-Bottle" (BYOB) basis.
2. Individual groups of Residents may organize or sponsor an event at which alcoholic beverages are served, but only if no fees or charges of any kind are levied either for admittance to the event or for the beverages served.
3. Whenever a fee or charge of any kind is made for admission to or in connection with any event, regardless of who organizes or sponsors the event or whether payment of such charge is optional or mandatory, alcoholic beverages may be served only on a BYOB basis.
4. Any other arrangement for providing alcoholic beverages is prohibited.

SECTION IV

PARKING

OWNER AND RESIDENT PARKING

1. Parking is permitted in garages, carports and driveways. **PARKING ON DRIVEWAYS PARALLEL TO THE STREET IS PROHIBITED.**
2. Owners and Residents may **NOT** park vehicles on the streets, the grassed areas and common areas of the property.
3. Owner and Resident may park in the recreation center parking for four hours without a permit. Parking in the lot is prohibited from 2:00 A.M. until 7 A.M. except by permit. Emergency overnight parking in the recreation center parking lot may be authorized with a permit issued by recreation center staff. If staff is unavailable to authorize a permit, the vehicle may be parked overnight at the recreation center if a note is left on the vehicle dashboard listing Owner's name, Lake of the Woods address and telephone number. The vehicle is to be removed from the parking lot by 9:30 A.M. the following morning.
4. Any commercial vehicles must be kept in the garaged area, or carport area, of the Resident's home. A commercial vehicle is defined as any vehicles with visible advertising or solicitations. Vehicles with magnetic or other type of removable signs shall be excluded from this restriction provided such signs are removed while the vehicle is parked in any LOW area. Law enforcement vehicles are excluded from this restriction.

GUEST PARKING

1. Guests may **NOT** park vehicles on the streets, the grassed areas and common areas.
2. Guests may park in their hosts' garage or in his driveway if space is available. **PARKING ON DRIVEWAYS PARALLEL TO THE STREET IS PROHIBITED.**
3. Guests may park in the spaces at the end of dead-end streets so designated by signs, where such parking does not block adjacent driveways.
4. Guest parking is allowed for no more than seven (7) hours between 7:00 A.M. – 2:00 A.M. Parking the same vehicle more than twice in one week requires a Daily parking permit from the office. Guest vehicles may be parked overnight in designated parking areas. A GUEST PARKING PERMIT, which states name, Lake of the Woods address, telephone number, vehicles description and license plate numbers, must be displayed on the dash.
5. Guests may park in the recreation center parking lot for four hours without a permit. Parking in the recreation center parking lot is prohibited from 2:00 A.M. until 7:00 A.M., except by permission. Emergency overnight parking in the recreation center parking lot may be authorized with a permit issued by recreation center staff. If staff is unavailable to authorize a permit, the vehicle may be parked overnight at the recreation center parking lot, if a note is left on the vehicle dash listing Owner's name, Lake of the Woods address and telephone number. The vehicle is to be removed from the parking lot by 9:30 A.M. the following morning.

RECREATIONAL VEHICLES (RV'S), BOAT AND TRAILER PARKING

Parking of recreational vehicles, motor homes, travel trailers, boats and all trailers anywhere on the streets, common areas and grassed areas of the properties is prohibited except in the garage or carport of each lot. No such vehicle may be parked on the driveway of any lot, except for loading or unloading. If required, a permit up to a maximum of five (5) days may be granted to allow the Resident to park his RV in the Recreation Center parking lot. If staff is unavailable to issue permits, the RV may be parked in the Recreation Center parking lot if a note is left on the dash listing Owner's name, address and phone number and the RV is removed from the parking lot by 9:30 A.M. the following morning. Occupying an RV other than for loading or unloading anywhere on the property is prohibited.

GENERAL

1. Service vehicles responding to Owner or Resident service calls may, with the Owner's or Resident's permission, park in his driveway. If driveway space is not available, service vehicles may park on the streets, but only for the time required to complete the services. All service vehicles using the street must be appropriately marked as such to avoid removal by tow-away.
2. No vehicle may be parked in the driveway in a manner which causes the vehicle to extend onto the street. Note: In a 1 car driveway only 1 car may park in garage/carport and 1 behind if there is room and car cannot stick out into street; not side by side.
3. Handicap parking spaces may be used when bringing, or picking up, handicapped persons using the Clubhouse facilities. However, momentary parking for the loading or unloading of the vehicles will be permitted.
4. Directors, office staff, and members of the Parking Committee are authorized to issue a warning ticket to any vehicle parked in violation of the rules.

ENFORCEMENT

UPON A SECOND VIOLATION BY THE SAME VEHICLE, THE PRESIDENT, ASSOCIATION MANAGER, AND OFFICE MANAGER ARE AUTHORIZED TO HAVE THE VEHICLE TOWED AT THE OWNER'S EXPENSE. ANY VEHICLE, THOUGH, THAT IS BLOCKING INGRESS OR EGRESS TO COMMON AREAS OR RESIDENT'S PROPERTY MAY BE TOWED IMMEDIATELY.

Signs are placed at each entrance to the property in compliance with Florida Statute Section 715.07.

SECTION V

ARCHITECTURAL CONTROL

The only way to keep a community in satisfactory condition is for all Residents to adhere to the Rules and Regulations. Failure by Owners to comply with directives of the Board of Directors concerning architectural control of external alterations to the lots and within prescribed time limits will be subject to warning and fine as provided for in the introduction to these Rules and Regulations. Each 15-day delay will be considered a separate violation.

Any alterations to the outside structure of any unit MUST be presented to the Building & Grounds Committee for recommendation to the Board. Proper forms may be obtained from the Office Manager. Final approval or disapproval is the decision of the Board. These alterations include, without limitation: windows, gates, enclosing screened porches, adding exterior lighting, rain gutters, ridge vents. Some improvements submitted to Buildings & Grounds may also require a Covenant Running with the Land agreement, in addition to a final inspection of the completed work.

A Covenant Running with the Land agreement is required when any item is to be installed by the Owner on any structure designated as part of the HOA maintenance responsibility. Such items include, without limitation: roof vents, satellite dishes or antennae, solar panels, and skylights.

- 1) The Covenant document, which may be obtained from the Association office, shall fully describe the improvement;
- 2) This Covenant shall be filed, at Homeowners expense, in the Public Records of Seminole County, Florida, within 15 days of completion and Building & Grounds final inspection;
- 3) A copy of the recorded document shall be submitted to the Association for the individual lot number file.

Porch enclosure procedures - There will be 2 inspection hold points for future enclosures: one when framing is completed and another at final completion. Owner shall notify management when they are ready for inspection; inspection will be completed within 3 days of completion points. Enclosure specifications for different type units can be picked up at LOWHA office.

Garage doors - Newly installed doors must be hurricane wind locked doors as required by the Seminole County Code 1606. Approved door is Windsor Model #426. Screen doors are not permitted over garage doors. Residents can contact the office for a list of approved garage doors.

Downspouts - Elbow extensions on Homeowners-installed gutters downspouts may extend no more than 18" out from drip-line; these may be automatically approved with submittal of Building & Grounds Application form.

Windows - All window frames shall be bronze color and constructed of aluminum or vinyl material. All windows shall be single-hung, double-hung, or sliders and match the configuration of existing windows in the subject property. All windows shall be hurricane-rated and conform to Florida and

Seminole County Codes.

Owners may make alterations that would otherwise be prohibited by Lake of the Woods' Documents or Rules, when the alterations are necessary to accommodate disabilities. The Residents must meet the following conditions:

- 1) Must have a doctor's note demonstrating the need for the accommodation.
- 2) Must submit a plan to the Building and Grounds Committee for its review and demonstrate that it will not affect the health and safety of other Residents, e.g. a ramp that if incorrectly installed could stick out and trip people walking by.
- 3) Must execute and record a Covenant Running with the Land indicating that the Owner will be responsible for maintenance of the accommodation and any affected property.
- 4) Covenant must state that the accommodation will be returned to its original condition when the property changes hands.

SECTION VI
LANDSCAPE CONTROL

Approved plants list are available at LOWHA office.

1. No trees, shrubs, vines, flowers, grass, artificial plants (only on approved holidays, Easter & Christmas) or other landscape items may be planted on any part of the common area or on any part of a lot maintained by the Homeowner Association outside an enclosed courtyard without prior approval of the Landscape Committee, except as indicated in paragraphs 4 and 5 below.
2. No person other than assigned Homeowner Association employee and approved vendors may prune, trim, train, fertilize or otherwise maintain or attempt to maintain any part of the common area landscaping or any of the landscaping on the lots outside of courtyard fences which are the responsibility of the Homeowner Association to maintain, without prior approval of the Landscape Committee.
3. Applications for approval of additions, removal or other changes to landscaping in the common areas or any part of a lot maintained by the Homeowner Association outside of an enclosed courtyard must be submitted to the Landscape Committee. Approved plant lists and Homeowner Landscape Change Request forms are available online and at LOW office.
4. Edging/border materials shall be maintained and may be either red brick or scalloped cement products designed for such used (colors white, green or red) and only as shown in the drawings. (See Section VII, Exhibit "C") Also approved borders are Sun Coast Boarder stone in gray and Sun Coast Poly Pound-in edging in brick. If rocks are sued to control erosion in the rear of units, they must be contained by use of above concrete edging so as not to encroach onto the sod, causing a safety issue. The use of "pre-treated" landscape timbers as a border is permitted.
5. No handing baskets are permitted outside of the courtyards. The total number of Terra cotta colored pots, allowed per unit is 2. Two (2) pots are limited in size not the exceed 24" dia, 18" tall.
6. Shrubs/Plants, within the 18" drip line, in rear of all units, must not exceed 60" in height, and will be maintained by the landscape contractor.
7. Failure to comply with the above Landscape Control Rules may subject the offender(s) to warning and fine as provided for in the Introduction to these Rules and Regulations.
8. The best rule of thumb is that if you plan to hang it, set it, attach it, place it, plant it or change it: then you need approval from the Landscape Committee.

EXHIBIT A

**LAKE OF THE WOODS HOA
RENTAL NOTIFICATION**

THIS SECTION TO BE COMPLETED BY OWNER

Please print information legibly

Name of Owner

Unit Number/Lot Number

Date

Phone Number

The Tenant and Tenant's Guests will abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration of Covenants and Restrictions and the By-laws.

-
- Rentals of fewer than 12 months are prohibited
 - Occupation of the unit will be limited to the Lessee and his/her designated occupants listed on the Rental Notification
-

In compliance with the Declaration of Covenants and Restrictions of Lake Of The Woods Home Owners Association, I (we) hereby serve notice that as Owner(s) or Agent of the above referenced Unit, I (we) intend to offer said unit for rent in accordance with the Rental Notification.

I (we) understand and hereby agree that I (we) am fully responsible for ensuring that my (our) Tenant(s) and their Guests abide by the Association's Declaration of Covenants and Restrictions, Bylaws and Rules and Regulations. I further agree to provide said Tenant with copies of the Rules and Regulations.

Date this _____ day of _____ 20 _____

Signed _____

Signed _____

Submit completed Rental Notification to the Association Manager

EXHIBIT A

**LAKE OF THE WOODS HOA
RENTAL NOTIFICATION**

THIS SECTION TO BE COMPLETED BY TENANT

Please print information legibly

I (we) understand and will be bound by the Declaration of Covenants, Conditions and Restrictions, the Association's Bylaws, Rules and Regulations of the above Association including those applicable to both the Unit and Common Property.

Name of Tenant: _____ Phone # _____

Name of Tenant: _____ Phone # _____

The following person(s) will also occupy the unit:

Names: _____

Person to be notified in case of emergency:

Name: _____ Address: _____ Phone: _____

I (we) understand that any violation of the term, provisions, conditions and covenants of the Association documents provides cause for appropriate action by the Association Manager.

Date this _____ day of _____ 20____

Signed _____

Signed _____

Submit completed Rental Notification to the Association Manager

EXHIBIT B

DISCLOSURE SUMMARY

1. As a purchaser of property in this community, you will be obligated to become a member of the Lake of the Woods Homeowners Association.
2. A recorded Restated Declaration of Easements, Covenants, Conditions and Restrictions ("Restrictive Covenants") governs the use and occupancy of properties in the Lake of the Woods community.
3. As a member of the Homeowners Association, you will be obligated to pay monthly assessments to the Association, which assessments are subject to periodic change.
4. Your failure to pay the assessments levied by the Association may result in the placement of a lien on your property and the subsequent foreclosure of your property.

Association members are not obligated to pay land use fees or rent for use of recreational or other commonly used facilities. However, deposits are required to rent the auditorium and card room. A key deposit is required for use of the tennis courts. Fee schedules are available in the office.

5. The Restrictive Covenants cannot be amended without the approval of the Association membership.

The statements contained in this Disclosure are only summary in nature, and, as a prospective purchaser, you should refer to the Restrictive Covenants and the Association's other governing documents.

Purchaser's Signature

Date

Purchaser's Signature

Date

Diagram

**LAKE OF THE WOODS
HOMEOWNERS ASSOCIATION, INC.**

CERTIFICATE

I hereby certify that the foregoing, consisting of 23 pages, constitutes the current Rules and Regulations of LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC. established Pursuant to The Restated Declaration of Easements, Covenants, Conditions and Restrictions Regarding Lake of the Woods as recorded in O.R. Book 1048 at Pager 1564 et seq., Public Records of Seminole County, Florida and as subsequently amended.

Dated at Fern Park, Florida 3rd of March, 2017.

Elaine Enow

Secretary
Lake of the Woods Homeowners Association, Inc.
300 Carolwood Point
Fern Park, FL 32730

STATE OF FLORIDA
COUNTY OF SEMINOLE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Elaine Enow, Secretary of Lake of the Woods Homeowners Association, Inc. and he acknowledged before me that he executed the foregoing document. He is personally known to me as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 3rd of March, 2017.

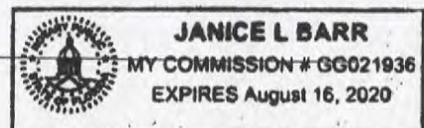
This instrument prepared by:

Lake of the Woods Homeowners Association, Inc.
300 Carolwood Point
Fern Park, FL 32730

Janice L Barr
JANICE L BARR
NOTARY PUBLIC

My Commission expires:

SEAL



Seminole Co, Fl.

**RESTATED
DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS, AND RESTRICTIONS
REGARDING LAKE OF THE WOODS**

LAKE OF THE WOODS HOMEOWNERS ASSOCIATION
COVENANTS, CONDITIONS & RESTRICTIONS

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SEMINOLE COUNTY, FLORIDA

RESTATED
DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS, AND RESTRICTIONS
REGARDING LAKE OF THE WOODS

THIS RESTATED DECLARATION, made this 20th day of March, 1975 by
REBMA, FLORIDA, INC., a Missouri corporation, hereinafter called
“Developer”,

WITNESSETH:

WHEREAS, Developer is the sole owner of that certain parcel of real
property situate in Seminole County, Florida described in Exhibit “A”
attached hereto and here incorporated by 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;

NOW, THEREFORE, Developer hereby declares that all of the real
property described in Exhibit “A” attached hereto and here incorporated by
reference shall be held, sold, and conveyed subject to the following
easements, conditions, covenants, and restrictions, which are for the purpose
of protecting the value and desirability of, and which shall run with, said real
property and be binding

upon all parties having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns; and which shall inure to the benefit of the Association and each Owner thereof, as said terms are hereinafter more particularly defined.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1. “Association” means Lake of the Woods Homeowners Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 2. “Owner” means the record Owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the Properties, including contract sellers, but excluding any other party holding such fee simple title merely as security for the performance of an obligation.

Section 3. “Properties” means that certain parcel of real property described in Exhibit “A” attached hereto and here incorporated by reference, together with such additions thereto as may hereafter be annexed by amendment to this Declaration.

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Section 4. “Common Area” means all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit “B” attached hereto and here incorporated by reference.

Section 5. “Lot” means any plot of land shown upon any recorded subdivision map or plat of the Properties, together with all improvements thereon, with the exception of the Common Area,

Section 6. “Developer” means Rebma, Florida, Inc., a Missouri corporation, and such of its successors and assigns as shall acquire an interest in more than one undeveloped Lot from Rebma Florida, Inc., for the purpose of development.

Section 7. “Mortgage” means any mortgage, deed of trust, or other instrument transferring any interest in a Lot, or any portion thereof, as security for performance of an obligation.

Section 8. “Mortgagee” means any person named as the Obligee under any Mortgage, as hereinabove defined, or any successor in interest to such person under such Mortgage.

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Section 9. “FHA” means the Federal Housing Administration.

Section 10. “VA” means the Veterans Administration.

Section 11. “The Work” means the initial development of the Properties as a residential community by the construction and installation thereon of streets, buildings, and other improvements by Developer.

Section 12. “Recorded” means filed for record in the public records of Seminole County, Florida.

Section 13. “Person” means any natural person or artificial legal entity.

Section 14. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; 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 headings 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. Owners' Easements of Enjoyment. Every owner shall have a 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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by 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 purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment 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. Owners' Other Easements. Each Owner shall have an easement for pedestrian and vehicular ingress and egress over, upon, and across the Common Area for access to his Lot and shall have the right to lateral and subjacent support of his Lot. Such easements of ingress and egress shall be non-exclusive as to all streets and roads situated on the Properties but shall be exclusive as to any driveway, or portion thereof, providing access to a particular Lot and situated on the Common Area. Each Owner

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additionally shall have an exclusive right of use in respect to any portion of the Common Area abutting such Owner's Lot and constituting an enclosed or semi-enclosed patio constructed by Developer as part of the Work for the benefit of such Lot. There shall be reciprocal appurtenant easements for the maintenance, repair, and reconstruction of any party wall or walls, as hereinafter more particularly provided. All such rights and easements granted by this Declaration shall be appurtenant to, and pass with, the title to each Lot.

Section 4. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto, or as between adjacent Lots, or both, for the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms hereof), to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment is caused by willful misconduct on the part of an Owner, Tenant, or the Association.

Section 5. Antennas. No television or radio masts, towers, poles, antennas, serials, wires, or appurtenances therto, shall be erected, constructed, or maintained on any Lot in such a manner as to be visible from the exterior of such Lot. Without limitation of the foregoing, all television antennas shall be erected and maintained completely inside the improvements on each Lot and shall be of an “attice type” or such other type as may from time to time be permitted under the Association’s rules and regulations.

Section 6. Use of Units. Each Lot shall be used for single-family residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Lot for single-family residential purposes shall not be construed as a violation of this covenant.

Section 7. Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 8. Prohibition of Damagge and Certain Activities. Nothing shall be done or kept in any Lot or in the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Lot or in the Common Area, or any part thereof, which would be in violation of any Statue, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Properties and buildings shall be committed by any Owner or any Tenant or invitee of any Owner; and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by him or his Tenants or invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be permitted on any Lot or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Properties.

Section 9. Signs Prohibited. No sign of any kind shall be displayed to the public view on any Lot or the Common Area without

the prior written consent of the Association, except customary name and address signs and a lawn sign of not more than five square feet in size advertising the property for sale or rent, provided the same are in accordance with rules and regulations adopted by the Association.

Section 10. Parking. No Owner shall park, store, keep, repair, or restore any vehicle, boat, or trailer anywhere upon the Properties, except within the garaged area of each Lot and concealed from view; provided, however, that one passenger automobile, motorcycle, or truck of ½ ton capacity or less may be parked on the driveway area appurtenant to each Lot. Use of all guest parking areas on common area, if any, shall be subject to such rules and regulations as may from time to time be adopted by the Association.

Section 11. Animals. No animals, livestock or poultry or any kind shall be raised, bred, or kept on any Lot or the Common Area, except that dogs, cats, and other customary household pets may be kept on Lots subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. The Association may prohibit the keeping of any pet anywhere upon the Properties which the Association

reasonably determines may constitute a threat to the safety or health of persons lawfully upon the Properties. All Owners at all times shall comply with all rules, regulations, ordinances, statues, and laws adopted, promulgated, or enforced by any public agency having jurisdiction of the Properties and relating to animals.

Section 12. Rubbish. No rybbusg, trash, garbage, or other waste material shall be kept or permitted upon any Lot or Common Area except inside the improvements on each Lot or in sanitary containers concealed from view, and in accordance with rules and regulations adopted by the Association.

Section 13. Provisions Inoperative As to Initial Constrution. Nothing contained in this Declaration shall be interpreted or construed to prevent Developer, its transferees, or its or their contractors, or sub-contrators, from doing or performing on all or any part of the Properties owned or controlled by Developer, or its transferees, whatever they determine to be reasonably necessary or advisable in connection with the completion or the Work, including, without limitation:

(a) erecting, constructing, and maintaining thereon such structures as may be reasonably necessary for the conduct of Developer's business of completing the Work and establishing the Properties as a residential community and disposing of the same in parcels by sale, lease, or otherwise;
or

(b) conducting thereon its or their business of completing the Work and establishing the Properties as a residential community and disposing of the Properties in parcels by sale, lease, or otherwise: or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the Properties in parcels.

As used in this Section and its sub-paragraphs, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

Section 15. Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Lots and the Common Area, as the same are from time to time adopted by the Association. The prohibitions and restrictions contained in this Article shall be

self- executing without implementation by rules and regulations; but the foregoing shall not be construed as an implied prohibition against the Association's extending the scope of such prohibitions and restrictions by from time to time adopting rules and regulations consistent with this Declaration.

Section 16. Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot shall pass to the Owner thereof any rights in and to the Common Area except as are expressly enumerated in this Declaration. In the event any Lot is shown or described as bounded by any stream, pon, or any other body of water situated in whole or in part upon the Common Area and no attempted grant thereof to an Owner shall be effective as to the Association or the other Owners. In the event any Lot is shown or described as abutting a street, utility easement, or other area dedicated to public use, the underlying fee simple title to such area, if any, shall not pass as an appurtenance to such Lot, but shall be construed as part of the Common Area and pass as an appurtenance to the Common Area. No provision in any Deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title, and interest in and to the Common Area except as

expressly provided in this Declaration. It is Developer's express intent that the fact that any Lot is shown or described as bounded by any artificial or natural monument on the Common Area shall not pass to the Owner of each Lot any rights therein, except as herein expressly provided, but that such monument shall be part of the Common Area and all rights therein shall inure to the benefit of the Association and all Owners.

Section 17. Use of Lake. No swimming, bathing, fishing, canoeing, boating, or other recreational activity of any nature shall be permitted in, about, or upon any stream, pond, lake, or other body of water situated in whole or in part upon the Common Area except in accordance with rules and regulations adopted by the Association. The Association's Board of Directors may from time to time adopt such rules and regulations as the Board deems in the best interests of the Association prohibiting or regulating, or both, any and all uses and activities in, upon, or about any body of water situated in whole or in part upon the Common Area.

Section 18. Use of Streets. The conveyance by Developer to the Association of any portion of the Common Area shall assign to the Association all right, if any, reserved to Developer with respect to such portion of the Common Area by any recorded subdivision plat

of the Properties to restrict or to deny, or both, ingress and egress to any person over, across, and through the Common Area, regardless of whether such assignment shall be expressed in the deed of conveyance; provided, however, the Association shall not exercise such right, if any, in such a manner as to interfere with Developer's completion of the Work.

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

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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. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

(b) Class B. The Class B member(s) shall be the Developer and shall be entitled to three (3) 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:

- (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (ii) on March 1, 1984.

Section 3. Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-Laws of the Association; provided, however, no such amplification shall substantially alter or amend any of the rights of obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, substantial, attractive, and sanitary condition,

order, and repair. The Association's duties shall extend to, and include, all streets upon, over, and through the Common Area.

Section 2. Exterior Maintenance. In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, and walks installed by Developer as part of the Work, and replacements thereof, except as hereafter expressly limited. The Association's duty of exterior maintenance shall extend to, and include, mowing of any lawn area on any Lot and maintenance and replacement of any landscaping upon any Lot installed by Developer as part of the Work, and replacements thereof. The Association shall maintain, but shall not be required to replace, any driveway installed by Developer as part of the Work, and replacements thereof. The Association's duty of exterior maintenance shall not extend to, nor include any of the following:

- (a) maintenance, repair, or replacement of glass surfaces or screening;
- (b) replacement of exterior doors, including garage doors, and patio gates;

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- (c) maintenance or replacement of any trees, shrubs, or landscaped areas installed or created by any Owner in addition to, or in replacement of, the landscaped areas installed by Developer, as part of the Work;
- (d) maintenance, repair, or replacement of any exterior lighting fixtures, mail boxes, or other similar attachments;
- (e) maintenance, repair, or replacement required because of the occurrence of any fire, wind, vandalism, or other casualty;
- (f) maintenance or replacement of any trees, shrubs, or landscaped area within any enclosed patio or courtyard area on any Lot;
- (g) maintenance or replacement of any screened porch installed by Developer as part of the Work;
- (h) replacement of driveways.

Maintenance, repair, or replacement, as the case may be, of any of the foregoing excluded items shall be the responsibility of each Owner. Should any Owner neglect or fail to maintain, repair, or

replace, as the case may be, any of the foregoing excluded items, then the Association, after approval by a two-thirds vote of its Board of Directors, may maintain, repair, or replace the same, as the case may be, at such Owner's expense; and the cost thereof shall be added to and become a part of the assessment against such Owner's Lot. If the need for any maintenance, repair, or replacement, as the case may be, pursuant to this section is caused by the willful or negligent act of any Owner, or any member of any Owner's family or household, or any Owner's invitee or tenant, or any member of such tenant's family or household, then the cost thereof shall be added to and become a part of the assessment against such Owner's Lot. The Association additionally shall be subrogated to the rights of such Owner with respect to damage caused by any invitee, tenant, or member of such Tenant's family or household.

Section 3. Right of Entry. The Association, through its employees, contractors, and agents, is hereby granted a right of entry into and upon each Lot to the extent reasonably necessary to discharge the Association's duties of exterior maintenance and for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration, including, without limitation, the discharge of any

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duty of maintenance or replacement, or both, imposed upon any Owner. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of the Owner or occupant thereof except when such entry is reasonably necessary for the immediate preservation or protection, or both, of the health or safety, or both, of any person lawfully upon the Properties or of any such person's property. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by the foregoing sections of this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 4. Services for Association. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with

the operation of the Properties or the enforcement of this Declaration.

Section 5. Services for Owners. The Association may contract, or otherwise arrange, with any person or entity to furnish water, trash collection, sewer services, maintenance, replacement, and other common services to all Lots. Any Owner additionally may voluntarily contract with the Association for the Association to perform, or cause performance of, any service benefiting such Owner's Lot at the cost and expense of such Owner. All sums due the Association pursuant to such contract shall be added to and become a part of the assessment against such Owner's Lot. Notwithstanding the foregoing, the Association may not contract with any Owner to provide any service at such Owner's expense which it is the duty of the Association to provide at its own expense under any provision of this Declaration.

Section 6. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the Association's By-Laws.

Section 7. Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 8. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles of Incorporation, or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

Section 9. Restriction on Capital Improvements. Except for replacement or repair of those items installed by Developer as part of the Work, and except for personal property related to the maintenance of the Common Area, the Association may not authorize capital improvements to the Common Area without Developer's consent during a period of five (5) years from the date of this Declaration. At all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by Developer as part of the Work and except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds (2/3) of the Owners.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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 herein provided; and (3) special assessments against any particular Lot which are established pursuant to the terms of this Declaration; and (4) all excise taxes, if any, which may be imposed on all or any portion of the foregoing by law. All such assessments, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including 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.

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Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties; for the improvement and maintenance of the Common Area, and of the exteriors of the buildings situated upon the Properties (as hereinabove provided); for payment of all taxes assessed to the Association, if any, in respect to the Common Area, or the improvements or personal property thereon, or both; and for the Association's general activities and operations in promoting the recreation, health, safety, and welfare of the residents in the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment shall be \$468.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment may be increased each year to reflect the increase, if any, in the Consumer Price Index for all items published by the Bureau of Labor Statistics of the United States Department of Labor; or, if publication of said Index is discontinued, the most nearly comparable successor Index thereto. The maximum annual assessment shall be determined by multiplying the annual assessment then in effect by the Consumer Price Index for

the most recent month available and dividing the product thereof by said Index for the same month during the immediately preceding calendar year (for example, if the computation is being made in November, 1977, to determine the maximum permitted annual assessment for 1978, and the Index for September, 1977 is the most recent available at the time of computation; then the annual assessment for 1977 shall be multiplied by the Consumer Price Index for September, 1977, and divided by the Consumer Price Index for September, 1976, to determine the maximum 1978 annual assessment.) No decrease in the maximum annual assessment shall be required because of any decrease in the Consumer Price Index.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by more than the increase in the Consumer Price Index, as hereinabove provided, by a vote of two-thirds of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the amount set forth herein.

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 cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or the Properties, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of voting members who are voting in person or by proxy at a meeting duly called for this purpose and, during the first five (5) years from the date hereof, the same shall be approved by Developer.

Section 5. Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 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 proxies entitled to cast sixty percent (60%) of all the votes of each class of 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 special assessments for capital improvements, and annual assessments, shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis; provided, however, the foregoing requirement of uniformity shall not prevent special assessments against any particular lot which are established pursuant to the terms of this Declaration.

Section 7. Developer's Assessment. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, or the Association's Articles of Incorporation or By-Laws, to the contrary, the annual assessment against any Lot in which Developer owns any interest and is offered for sale by Developer shall, as long as there is Class "B" membership in the Association, be fixed by the Board of Directors annually in an amount not less than twenty five percent (25%) nor more than one hundred percent (100%) of the amount hereinabove established against Lots owned by the Class "A" members of the Association. Upon termination of the Class "B" membership in the Association, as hereinabove provided, the annual assessment against any Lot in which Developer owns any interest and is offered for sale by Developer shall be twenty five percent (25%) of the amount hereinabove established against Lots owned by Class "A" members of the Association, other than Developer. Upon transfer of title of a

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Developer-owned Lot, such Lot shall be assessed in the amount established against Lots owned by the Class “A” members of the Association, prorated 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, prorated 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.

Section 8. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots within that portion of the Properties described in Exhibit “A” attached hereto on the first day of the month following the recording of the conveyance to the Association by Developer of the Common Area described on Exhibit “B” attached hereto. The annual assessments within any addition to the Properties created by annexation, as hereinafter provided, shall commence as to all Lots included within each such annexation on the first day of the month following the conveyance of the Common Area included within that annexation to the Association. The first annual assessment against

any Lot shall be prorated according to the number of months then remaining in the calendar year. Both annual and special assessments may be collected on a monthly basis, in the discretion of the Board of Directors of the Association, which 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 Association shall, upon demand, and for a reasonable charge, furnish to any interested party a certificate signed by an officer of the Association setting forth whether the assessments against a specific Lot have been paid and, if not, the amount of the delinquency thereof. The Board of Directors of the Association shall establish the due date of all assessments contemplated by this Declaration.

Section 9. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be subject and inferior to the lien for all sums secured by a first mortgage encumbering such Lot. Except for liens for all sums secured by a first mortgage, all other lienors acquiring liens on any Lot after the recordation of this Declaration

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in the Public Records of Seminole County, Florida, shall be deemed to consent that such liens shall be inferior to liens for assessments, as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The recordation of the Declaration in the Public Records of Seminole County, Florida, shall constitute constructive notice to all subsequent purchasers and creditors, or either, of the existence of the lien hereby created in favor of the Association and the priority thereof and shall place upon each such purchaser or creditor, other than a first mortgagee, the duty of inquiring of the Association as to the status of assessments against any Lot within the Properties.

Section 10. Effect of Nonpayment of Assessments: 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 six percent (6%) 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. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonments hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

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Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof for the purposes of resale only. In the event the foreclosure sale results in a deficiency, the Court ordering the same may, in its discretion, enter a personal judgement against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of Mortgages in the State of Florida.

Section 12. Homesteads. By acceptance of a Deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this

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Declaration are for the improving and maintenance of any homestead maintained by such Owner on such Owner's Lot.

Section 13. 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 foreclosure of any such first mortgage, or any proceeding 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 for assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any encumbrancer of a Lot any unpaid assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such encumbrancer a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such encumbrancer first shall have furnished to the Association written notice of the existence of the encumbrance, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this section

Shall be given to the encumbrancer. Any encumbrancer holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Section; and, upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Board of Directors of the Association shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the Board of Directors, or, in the Board's discretion, the Board may constitute itself the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Properties in the manner hereinafter provided.

Section 2. Committee Authority. The Committee shall have full authority to regulate the use and appearance of the exterior of the

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Properties to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Properties as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Properties as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend, and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration and, in the event the Board of Directors of this Association has not constituted itself as the Committee, such rules and regulations shall be approved by the Board of Directors prior to the same taking effect. Violations of the Committees's rules and regulations shall be enforced by the Board of Directors, unless such enforcement authority is delegated to the Committee by resolution of the Board of Directors.

Section 3. Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction, replacements, or attachments of any nature whatsoever shall be made

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to the exterior of any Lot, including that portion of any Lot not actually occupied by the Improvements thereon, except such as are identical to those installed, improved, or made by Developer in connection with the Work, until the plans and specifications showing the nature, kind, shape, height, materials, locations, color and approximate cost of the same shall have been submitted to, and approved by, the Architectural Control Committee in writing. The Committee's approval shall not be required for any changes or alterations within a completely enclosed courtyard area, provided the same are not visible from the Common Area or visually objectionable to any adjoining Lot, it being expressly intended that any landscaping within an enclosed courtyard area which is capable of attaining a height in excess of any courtyard fence installed by Developer shall be subject to Committee approval. No Owner shall undertake any exterior maintenance of his Lot which is the duty of the Association, as hereinabove provided, without the prior approval of the Committee. No replacement shall be made by any Owner without the Committee's prior approval, unless the replacement is identical to that utilized by Developer in connection with the Work. Nothing shall be kept, placed, stored or maintained upon the exterior of any Lot, including any portion of any Lot not enclosed by the improvements thereon, or upon the Common Area, without the Committee's prior approval. All

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applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove of an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Architectural Control Committee, suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of the prohibitions contained in this section may be instituted at any time, and the Association or any Owner may resort immediately, to any other lawful remedy for such violation.

Section 4. Procedure. The Committee may, from time to time, adopt, promulgate, rescind, amend, and revise rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board of Directors of the Association does not constitute itself the Architectural Control Committee, then the Board of Directors, in its discretion, may provide by resolution for appeal of decisions of the Architectural Control Committee to the Board of Directors, subject to such limitations and procedures as the Board

deems advisable. The Board of Directors of the Association, of the Architectural Control Committee, may appoint one or more persons to make preliminary review of all applications to the Architectural Control Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Control Committee deems advisable. The Committee's procedures at all times shall afford the Owner whose lot is affected by Committee action reasonable notice of all Committee proceedings and a reasonable opportunity for such Owner to be heard personally and through representatives of his choosing.

Section 5. Standards. No approval shall be given by the Association's Board of Directors or Architectural Control Committee pursuant to the provisions of this Article unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Properties; and (b) shall protect and conserve the value and desirability of the Properties as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in

maintaining the value and desirability of the Properties as a residential community. The Committee may deny any application upon the ground that the proposed alteration will create an undue burden of maintenance upon the Association. The Committee may condition the approval of any application upon the Owner's providing reasonable security that the contemplated work will be completed substantially in accordance with the plans and specifications therefor submitted to the Committee.

Section 6. Developer Consent. So long as Developer is a Class "B" member of the Association, any and all actions of the Architectural Control Committee shall have the written approval of Developer unless such approval is waived in writing by Developer's authorized representative.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the buildings upon the Properties and placed on the dividing line between the Lots, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law

Regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it; and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of the Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5, Right to Contribution Runn with Land. The right of any Owner to contribution from any other Owner under this Article shall be apputenant to the land and shall pass to such Owners' successors in title.

ARTICLE VIII

STAGE DEVELOPMENTS AND ANNEXATION

Section 1. Annexation without Association Approval. At any time prior to March 1, 1984, the additional lands described in Exhibit "C" attached hereto may be annexed, in whole or in part, by Developer and made subject to the governing provisions of this Declaration without the consent of the Class "A" members of the Association provided that, if an application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn, the FHA and VA determine that the annexation is in accord with the general plan for the properties heretofore approved by them. The Properties, buildings, and Owners situated upon all or any portion of the lands described in Exhibit "C" attached hereto shall become subject to the provisions of this Declaration upon recording of an appropriate amendment hereto executed by Developer without the consent of Owners. Until such amendment is so recorded, no provisions of this Declaration shall be effective as to all or any portion of the lands described in

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Exhibit "C" nor shall this Declaration constitute a cloud, doubt, suspicion, or encumbrance on the title to said lands.

Section 2. When Association Approval Required. If an application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn, and the FHA or VA determine that Developer's detailed plan for the annexed property is not in accordance with the general plan on file with such agency, the annexation of all or any portion of the lands described in Exhibit "C" attached hereto shall be approved by FHA and VA and additionally must have the assent of two-thirds (2/3) of the Class "A" members of the Association who are present and voting in person or by proxy at a meeting duly called for such purpose, written notice of which is to be sent to all members not less than sixty (60) days nor more than ninety (90) days in advance of such meeting, the presence of members or proxies entitled to cast at least sixty percent (60%) of all the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called subject to the notice requirement hereinabove set forth; and the required quorum at any such subsequent meeting shall be members or proxies entitled to cast thirty percent (30%) of the votes of each class of membership. No such subsequent meeting

shall be held more than sixty (60) days following the preceding meeting. Developer retains the right to apply or not to apply, or to withdraw application, for either FHA mortgage insurance or VA mortgage guarantees at any time hereafter. Any annexation approved by the Class "A" members pursuant to the provisions of this Section shall be approved by the FHA or VA, or both, prior to the same becoming effective if an application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn.

Section 3. Other Annexations. Annexation of any lands other than those described in Exhibit "C" attached hereto, or annexations of any of the lands within said Exhibit "C" occurring after March 1, 1984, must have the approval of the Association, and the FHA and VA, if applicable, and the procedures set forth in Section 2 of this Article shall apply to such annexations. The same shall become effective upon recording of an appropriate amendment to this Declaration, executed by the Association and the Owners of all interests in the lands annexed.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity,

all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration; and the party enforcing the same shall have the right to recover all costs and expenses incurred, including reasonable attorneys' fees. In the event the Association enforces the provisions hereof against any Owner, the costs and expenses of such enforcement, including reasonable attorney's fees, may be assessed against such Owner's Lot as a special assessment pursuant to the provisions hereof. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorney's fees, in the discretion of the Board of Directors of the Association.

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

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Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the Lot Owners, except as provided herein for annexation. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration if application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn: Annexation of additional Properties, dedication of Common Area, and amendment of this Declaration.

Section 5. Effect of Recording. Any Lot situated within the real property described in Exhibit “A” attached hereto shall be deemed to be “subject to assessment,” as such term is used in this Declaration, or in the Association’s Articles of Incorporation or By-Laws, upon recording of this Declaration; and any Lot annexed pursuant to the provisions hereof shall be deemed “subject to assessment” upon recording of the Amendment to this Declaration annexing the same.

Section 6. Dedications. Subject to the requirements of Article II, Section 1, of this Declaration, and of Section 4 of this Article, the Association may dedicate all streets and roads on the Common Area to public use and, upon acceptance of such dedication by the public agency having jurisdiction of the same, the terms and provisions of this Declaration shall not apply to the areas so dedicated to the extent that the provisions of this Declaration are inconsistent with such dedication.

LAKE of the WOODS

Lake of the Woods Homeowners Association, Inc.

By-Laws

Revised June, 2011

THESE BY-LAWS SUPERSEDE ANY PREVIOUS BY-LAWS
PUBLISHED BY LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.

MARVANE MORSE, CLERK OF CIRCUIT COURT
SEMIWOLE COUNTY
BK 07589 Pgs 1745 - 1750 (15pgs)
CLERK'S # 2011066150
RECORDED 06/29/2011 01:02:01 PM
RECORDING FEES 137.50
RECORDED BY T SMITH

RESTATED BY-LAWS
OF
LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.
June 2011

ARTICLE I

Name and Location

The name of the corporation is LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association". The principal office of the Association shall be located at 300 Carolwood Point, Fern Park, Florida, 32730.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

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

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, together with all improvements thereon.

Section 5. "Owner" shall mean and refer to the Owner of record, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding any other party holding the fee simple title thereto merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Easements, Covenants, Conditions, and Restrictions Regarding LAKE OF THE WOODS and applicable to the Properties recorded in the Public Records of Seminole County, Florida, and all amendments thereto now or hereafter recorded in said records.

Section 7. "Member" shall mean and refer to every Owner. Every Owner shall be entitled and required to 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 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, except that a contract seller may assign his membership and

voting rights to his vendee in possession.

ARTICLE III

Membership and Voting Rights

The Association shall have one class of voting membership. Members 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 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 vote be cast with respect to any Lot. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to vote at such meeting.

ARTICLE IV

Meeting of Members

Section 1. Annual Meetings. An Annual Meeting shall be held in the month of March. Each subsequent regular annual meeting of the members shall be held during the same month thereafter, on such date and at such time and place as the Board of Directors shall determine.

Section 2. Special Meetings. Special meetings of the members may be called at any time 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.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary. All notices shall specify the place, day, and hour of the meeting, and, in the case of special meetings, the purpose thereof.

(a) Notice of any meeting called for the purpose of taking any actions authorized under Section 3 or 4 of Article V of the Declaration (extraordinary increase of the annual assessment or imposition of special assessments) shall be given to all members not less than thirty (30) nor more than sixty (60) days in advance of such meeting by mail and by inclusion in the monthly newsletter addressed to each member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice.

(b) Unless otherwise expressly required by the Declaration or the Articles of Incorporation of this Association, notice of all other meetings shall be given at least fifteen (15) days in advance to each member; and, unless a member has requested the Secretary in writing that notice be given such member by mail and furnished the Secretary with the address to which such notice is to be mailed, any notice required by these By-Laws, the Declaration, or the Articles of Incorporation of this Association may, in the discretion of the person giving the same, be given by mailing a copy of such notice, postage prepaid, addressed to the member's address last appearing on the books of the Association, or by delivering the same to the members personally. Delivery of notice pursuant to this subparagraph to any co-owner of a Lot shall be effective upon all such co-owners of such Lot, unless a co-owner has requested the Secretary in writing that notice be given such co-owner and furnished the Secretary with the address to which such notice may be delivered by mail.

Section 4. Quorum. The presence, in person or by proxy, at the meeting of members entitled to cast one-fifth (1/5) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting and a posted notice at the Association property, until a quorum shall be present or be represented.

Section 5: Proxies.

(a) Homeowners may vote by limited proxy. Limited proxies may be used to establish a quorum, to amend the Articles of Incorporation or By-Laws, election of Board of Directors, or for any other matter that requires or permits a vote of the homeowners.

(b) Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the homeowner who executes it.

Section 6: Determination of Membership. For the purpose of determining the persons entitled to notice under any provision of these By-Laws, the Articles of Incorporation of this Association, or the Declaration, and for the purpose of determining those persons entitled to vote at any meeting of the Association, membership shall be as shown on the books of the Association as of a date set by the Board of Directors, which date shall be not more than thirty (30) days prior to the date of such meeting. If the Board of Directors fails to establish such a date, membership shall be as shown on the books of the Association on the thirtieth (30th) consecutive calendar day prior to the date of such meeting.

Section 7. Voting for Board of Directors For election of members of the Board of Directors, homeowners shall vote in person at the annual meeting of the homeowners, or by proxy, or by an Absentee Ballot that the homeowner casts prior to the annual meeting by proxy.

ARTICLE V

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors who shall be members of the Association.

Section 2. Term of Office. The term of office of an elected director shall be three (3) years, except as provided in Section 3 of this Article. A director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns, or is removed, or is otherwise disqualified to serve.

Section 3. Vacancies

(a) Any director may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make the resignation effective

Any vacancy occurring on the board as a result of death or resignation before the expiration of the term may be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum or by the sole remaining director. In the alternative, a board may hold an election to fill the vacancy, in which case the election procedures must conform to the requirements of the governing documents. The board member appointed or elected under this section is appointed for the unexpired term of the seat being filled.

(b) Any vacancy occurring on the board as a result of removal or recall is governed by FL Statute 720.303(10).

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 VI

Nomination and Election of Directors

Section 1. Nomination: A Nominating Committee of not less than three (3) members, one of whom shall be a member of the Board of Directors, shall be appointed by the Board of Directors ninety (90) days prior to the Annual Meeting of the members. The Chairman shall be selected by the Committee members.

The committee shall make as many nominations of candidates 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 are not to be made from members of the committee.

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

ARTICLE VII

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly at

such place and hour as may be fixed from time to time by resolution of the Board, with written notice of the meeting posted conspicuously on Association property at least 48 hours in advance. Attendance can be satisfied by physical attendance or by electronic means, e.g., telephone, teleconference, computer or other electronic media. All meetings of the board must be open to all members except for meetings between the board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege, and meetings of this Board held for the purpose of discussing personnel matters.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by any two directors, after not less than three (3) days notice to each director. Such notice may be waived in writing at any time before the meeting. As soon as the time, place and date of the special meeting is determined, immediate notice of the meeting will be conspicuously posted on the Association property.

If 20 percent of the total voting interests petition the board to address an item of business, the board shall, at its next regular meeting, or a specially called meeting, but not later than 60 days after the receipt of the petition, take the petitioned item up on the agenda.

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

Section 4. Open Meetings. Meetings of the Board of Directors may be attended by members of the Association and residents of LAKE OF THE WOODS. Unless otherwise invited by the Board, any member upon seven (7) days advance written notice will be recorded on the agenda for any meeting so that he/she may speak on any subject germane to the operation of the Association for at least 3 minutes. A member who wishes to speak on a matter before the Board will be recognized within time limits established by the Presiding Officer.

Section 5. Minutes of Meetings. Minutes of all meetings shall be kept and made available for review by the members. Unapproved minutes will be available within fifteen (15) days following a meeting. Approved minutes will be available within ten (10) days after approval.

Section 6. Recording of Votes. Each Director's vote or abstention from voting with respect to each matter voted upon for each director present at a Board meeting shall be recorded in the minutes.

ARTICLE VIII

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 the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend for a reasonable period of time, the right of a member or a member's tenants, guests, or both, to use the recreational facilities and other common areas may levy reasonable fines against one or

more of the same, subject to the following:

1. A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by a majority vote does not approve a proposed fine or suspension, it may not be imposed.

2. The requirements of this subsection do not apply to the imposition of suspensions or fines upon any member or tenants because of the failure of the member or tenants to pay assessments or other charges when due if such action is authorized by the governing documents or Florida Law.

3. Suspension of common area use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

4. The Association may suspend the voting rights of a member for the nonpayment of assessments that are delinquent in excess of ninety (90) days.

5. Fines imposed by the Association against any member or any tenant may amount up to \$100 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate. A fine shall not become a lien against a parcel. If the Association imposes a fine, the Association must provide written notice of such fine or suspension by mail or hand deliver to the parcel owner, and, if applicable, to any tenant, licensee, or guest.

(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 By-Laws, the Articles of Incorporation, or the Declaration.

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall have three (3) consecutive unexcused absences from regular meetings of the Board of Directors.

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

(f) No director may be a voting member of a standing or ad hoc committee.

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

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

(b) supervise all officers of this Association to see that their duties are properly performed;

(c) levy late charges on delinquent assessments in addition to any interest or other charges which may be due as a result of such delinquencies, and establish and impose fines and penalties for violations of the Association's Rules and Regulations.

(d) 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. "Annual Assessment Period" shall mean the period beginning April 1st of each year and ending the following March 31st. The annual assessment is divided by twelve (12) to determine the amount due each month.

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

(3) enforce collection of all assessments owned the Association which are not paid within ninety (90) days after the due date thereof by foreclosure, suit, or such other lawful procedure as the Board deems in the best interest of the Association.

(e) issue, or to cause an appropriate officer to issue, upon demand by any person who has a legitimate claim upon the property, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. A properly executed certificate of the Association as to the status of assessment on a Lot shall bind the Association as of the date of its issuance;

(f) procure and maintain adequate liability and hazard insurance on property owned by the Association

(g) cause all persons or entities employed, authorized, or contracted to collect, disburse, and manage this Association's funds, including officers and directors of the Association, to be bonded with standard fidelity and errors and omissions coverage for the benefit of the Association, and the premiums for such bonds may, in the discretion of the Board, be paid from Association funds;

(h) cause the Common Area to be maintained as provided in Article IV, Rights & Obligations of the Association, pages 17 through 23, of the Covenants, Conditions & Restrictions Regarding LAKE OF THE WOODS;

(i) cause the exterior of the dwellings to be maintained as provided in Article IV, Rights & Obligations of the Association, pages 17 through 23, of the Covenants, Conditions & Restrictions Regarding LAKE OF THE WOODS;

(j) cause an annual audit of this Association's financial records to be made by a certified public accountant at the completion of each fiscal year; cause the Manager to prepare an annual budget and statement of income, expenditures and reserves to be presented to the membership at its regular annual meeting; provide for reserving funds from each year's

assessment for the following:

- (1) A Capital Assets Fund, which shall be considered capital contributions to the Association for expenditures to be made for:
 - a. replacement of property installed by the developer as part of the common area and
 - b. acquisition of personal property needed to maintain common areas. This fund will be segregated from other funds of the Association.
 - (2) an Agency Fund for replacement of homeowners' roofs. The Association has responsibility for replacing these roofs even though it has no ownership in them. It will be the responsibility of the Board to allocate a minimum of 15% of the monthly assessments to the Agency Fund on a yearly basis. Such money to be deposited monthly. This fund will be segregated from any other funds and will be held in a fiduciary capacity.
- (k) otherwise manage the affairs of the Association.

ARTICLE IX

Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. The four enumerated officers shall be chosen from the duly elected members of the Board.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until his successor shall be elected and qualify, unless he dies, resigns, or is 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 offices for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein the acceptance of such resignation shall 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, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve.

Section 7. Multiple Offices. No person shall simultaneously hold more than one office except:

- (a) special offices created pursuant to Section 4 of this Article may be combined with any other office; and
- (b) any officer also may serve as a director.

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; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds, other written instruments and promissory notes; supervise all officers, agents and employees of this Association for the purpose of seeing that their duties are properly performed; and exercise and discharge such other duties as may be required of him by the Board.
- (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 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 exercise and discharge such other duties as may be required of him by the Board. The secretary shall be responsible for ensuring that decisions made by the Board of Directors are duly documented and included in all applicable HOA documents.
- (d) **Treasurer.** The Treasurer shall cause the receipt of and deposit in insured fiduciary accounts of all moneys of the Association and disburse such funds as directed by resolution of the Board of Directors; sign all promissory notes of the Association, cause the proper books of account to be kept and present a statement of income and expenditures and balance sheet to the membership at its regular annual meeting; and deliver a copy to or make available a copy for review by any member; and exercise and discharge such other duties as may be required by the Board. The Finance Committee shall be responsible for the budget.

ARTICLE X

Committees

Section 1. Architectural Control Committee. The Board of Directors shall constitute the Architectural Control Committee provided for in the Declaration.

Section 2. Other Committees.

(a) The Board shall appoint the following Standing Committees and provide a charter for each of them which shall be available for inspection at the offices of the Association:

- (1) A Steering Committee
- (2) A Building and Grounds Committee
- (3) A Finance Committee, that is responsible for the Annual Budget and other financial matters.
- (4) An Audit Committee, composed of member(s) of the Board of Directors who are not officers, and one or more members of the Association who are not members of the Board. This committee will be responsible for reviewing and verifying bank statements, vendor payments, payroll checks and randomly reconciling purchase orders to payments made. The Committee will also consult with Finance Committee and Treasurer regarding development and maintenance of budget and appropriate controls, and be included in the year end CPA formal audit results summary meeting.

(b) The Board shall appoint a Nominating Committee in accordance with Article VI, Section 1.

(c) The Board of Directors shall appoint other committees deemed appropriate in carrying out its purpose, e.g. Social, Sunshine and Newsletter.

ARTICLE XI

Books and Records

Section 1. Availability. The books, records, and papers of the Association as defined as official records in Section 2 shall be maintained within the state and shall be open to inspection and available for photocopying by members or their authorized agents at reasonable business hours within 10 business days after receipt of a written request sent certified mail, return receipt requested. The Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association shall be available upon request for inspection by any member at the principal office of the Association. Copies of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and individual page copies may be purchased at a reasonable cost as established by the Board of Directors.

Section 2. Official Records of the Association: The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
- (b) A copy of the By-Laws of the Association and of each amendment thereto.
- (c) copy of the Articles of Incorporation of the Association and of each amendment thereto.

- (d) A copy of the Declaration of Covenants and a copy of each amendment thereto.
- (e) A copy of the current Rules and Regulations of the Association.
- (f) The minutes of all meetings of the Board of Directors and of the members, which minutes must be retained for at least 7 years.
- (g) A current roster of all members and their mailing addresses and parcel identifications.
- (h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of 1 year.
- (j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:
 - (1) Accurate, itemized, and detailed records of all receipts and expenditures.
 - (2) A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
 - (3) All tax returns, financial statements, and financial reports of the Association.
 - (4) Any other records that identify, measure, record, or communicate financial information.
- (k) A copy of the disclosure summary described in S720.401 (1)
- (l) Any other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

Section 3. Requests for Information The association or its authorized agent is not required to provide a prospective purchaser or lien holder with information about the residential subdivision or the Association other than information or documents required by this article to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser or lien holder or the current parcel owner or member for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lien holder, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney's fees incurred by the association in connection with the response .

ARTICLE XII

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the rate of six percent (6%) per annum and may charge an Administrative Fee of \$25 per month. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein for non-use of the Common Area or abandonment of his Lot. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosure or waiving the lien securing the same.

If the lot is occupied by a tenant and the lot owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all monetary obligations related to the lot. The demand is continuing in nature, and upon demand, the tenant must continue to pay the monetary obligations until the Association releases the tenant or the tenant discontinues tenancy in the lot. A tenant who acts in good faith in response to a written demand from the Association is immune from any claim from the lot owner.

ARTICLE XIII

Indemnification

The Association shall indemnify any officer, director or employee of the Association, or any former officer, director or employee of the Association, to the full extent permitted by and as set forth in the Florida General Corporation Act.

ARTICLE XIV

Rights of Owners to Peaceably Assemble

Section 1. All common areas and recreational facilities serving the Association shall be available to members, tenants and their guests and for use intended for such common areas and recreational facilities. The entity or entities responsible for the operation of the common areas and recreational facilities may adopt reasonable rules and regulations pertaining to the use of such common areas and recreational facilities. No entity or entities shall unreasonably restrict any member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas and recreational facilities.

Section 2. Any owner prevented from exercising rights guaranteed by section 1 may bring an action in the appropriate court of the county in which the alleged infringement occurred, and, upon favorable adjudication, the court shall enjoin the enforcement of any provision contained in any homeowner's association document or rule that operates to deprive the owner of such rights.

ARTICLE XV

Failure to Fill Vacancies on the Board of Directors

If the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with the bylaws, any member may give notice of the member's intent to apply to the circuit court within whose jurisdiction the Association lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days before applying to the circuit court, the member shall mail to the association and post, in a conspicuous place on the property of the community served by the homeowners association, a notice describing the intended action, giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the owner may proceed with the petition. If a receiver is appointed, the homeowners association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted Board of Directors and shall serve until the Homeowners Association fills vacancies on the Board sufficient to constitute a quorum.

ARTICLE XVI

Disclosure

A prospective purchaser of real property to which membership in a residential homeowners association is a prerequisite to ownership must, before execution of the contract for sale, be given a full description of any recreational or other facilities which are available for use by the property owners and a statement of any charges for the use of those facilities. The disclosure must be supplied by the seller.

ARTICLE XVII

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: "LAKE OF THE WOODS HOMEOWNERS ASSOCIATION INC." and "CORPORATION NOT FOR PROFIT 1975", an impression of said seal appearing at the end of the By-Laws document.

ARTICLE XVIII

Amendments

Section 1. These By-Laws may be altered or rescinded by a majority vote of a quorum of members present or by proxy at any regular or special meeting of the membership duly called and convened provided written notice has been given to the membership of the proposed amendment at least thirty (30) days prior to the regular or special meeting.

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

ARTICLE XIX

Miscellaneous

The fiscal year of the Association shall begin on the first day of January of every year.

ARTICLE XX

Access For Handicapped

All public buildings owned by the Association will meet the regulations of the County, State and Federal laws relative to access for the handicapped.

ARTICLE XXI

Parliamentary Procedure

When appropriate, "Roberts' Rules" shall be used as a guide on matters of rules of procedure, which are not specifically covered by the By-Laws.

ARTICLE XXII

Severability

Invalidation of any one of these By-Laws by judgment, court order or legislative action shall in no way affect any other provisions, which shall remain in full force and effect.

ARTICLE XXIII

Resident Compensation

No Homeowner or Resident of LAKE OF THE WOODS shall be compensated for any service performed for the Association.

END

CERTIFICATE

I hereby certify that the foregoing, consisting of fifteen (15) pages, constitutes the current By-Laws of **LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.** established Pursuant to The Restated Declaration of Easements, Covenants, Conditions and Restrictions Regarding Lake of the Woods as recorded in O.R. Book 1048 at Page 1564 et seq., Public Records of Seminole County, Florida and as subsequently amended.

Dated at Fern Park, Florida the ___ day of _____, 20__.

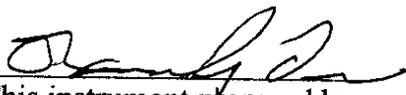
Secretary

Lake of the Woods Homeowners Association, Inc.
300 Carolwood Point
Fern Park, FL 32730

STATE OF FLORIDA
COUNTY OF SEMINOLE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared (name), Secretary of Lake of the Woods Homeowners Association, Inc. and he acknowledged before me that he executed the foregoing document. He is personally known to me as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 10 day of June, 2011.


This instrument prepared by:
Name, Secretary
Lake of the Woods Homeowners Association, Inc.
300 Carolwood Point
Fern Park, FL 32730

Name of Manager
NOTARY PUBLIC
My Commission Expires:



