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.



CORDED BY jeckenro

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 Statues, 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 conditionand/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 <u>any</u> nature whatsoever shall be made to the exterior of any lot without Board approval. The only exception is replacements of an <u>exact</u> 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 <u>United States Flag</u> or official flag of the State of Florida in a respectful manner. No flag shall be larger than 4½ 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>	Decoration Period
•	Valentine's Day	February 1st – February 17th
•	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 <u>must be placed within a radius of six feet (6') of the gate post.</u> 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

- 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

<u>Summer Hours</u> –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 in 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 Manger 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 <u>all rights</u> 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

- 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 <u>MUST</u> 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.

<u>Porch enclosure procedures</u> - 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.

<u>Downspouts</u> – 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.

<u>Windows</u> - 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 Guest terms and provisions of the Dec Restrictions and the By-laws.	s will abide by the Rules and Regulations of the Association, the laration of Covenants and
 Rentals of fewer than 12 Occupation of the unit w on the Rental Notification 	rill be limited to the Lessee and his/her designated occupants listed
Owners Association, I (we) here Unit, I (we) intend to offer said a I (we) understand and hereby a Tenant(s) and their Guests abide	tion of Covenants and Restrictions of Lake Of The Woods Home by serve notice that as Owner(s) or Agent of the above referenced unit for rent in accordance with the Rental Notification. gree that I (we) am fully responsible for ensuring that my (our) by the Association's Declaration of Covenants and Restrictions, ons. I further agree to provide said Tenant with copies of the Rules
Date thisday o	of20
Sign	ed
Sign	ed
Submit completed Rental Noti	fication to the Association Manager
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EXHIBIT A

LAKE OF THE WOODS HOA RENTAL NOTIFICATION

THIS SECTION TO BE COMPLETED BY TENANT

Please print information legibly

	d Common Property.	Phone #	
		Phone #	
The following personance:	on(s) will also occupy the u	nit:	
Person to be notifie Name:	d in case of emergency: Address:		
Name:	Address:	Phone:	
Name: I (we) understand	Address:that any violation of the t		covenants of the Manager.
Name: I (we) understand Association docume	Address:that any violation of the t	Phone: erm, provisions, conditions and opriate action by the Association	l covenants of the n Manager.
Name: I (we) understand Association docume	Address: that any violation of the tents provides cause for approach day of day of	Phone: erm, provisions, conditions and opriate action by the Association	covenants of the n Manager.

Submit completed Rental Notification to the Association Manager

EHIBIT 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

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LAKE OF THE WOODS HOMEOWNERSS ASSOCIATION, INC.

CERTIFICATE

I hereby certify that the foregoing, consisting of 23 pages, constitutes the current Rules and Regulations of LAKE OF THE WOODS HOMEOWNERSS 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 ______ of March, 2017.

Secretary

Lake of the Woods Homeowners Association, Inc.

300 Carolwood Point Fern Park, FL 32730

STATE OF FLORIDA COUNTY OF SEMINOLE

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

This instrument prepared by:

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

NOTARY PUBLIC

My Commission expires:

SEAL

