

Lake of the Woods Homeowners Association, Inc.

File Name: Lake @ Woods

City: Fern Park

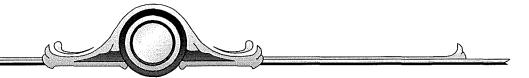
County: Seminole

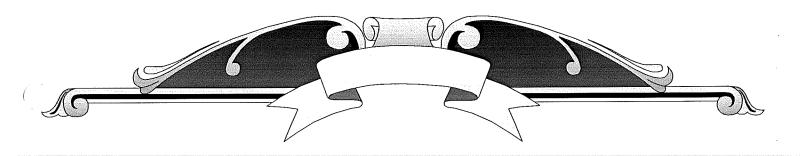
- I. Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods
 (O.R. Book 1048, at Page 1564, Seminole County, Florida, recorded on 04/16/75)
- II. First Amendment to Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods

(O.R. Book 1119, at Page 0500, Seminole County, Florida, recorded on 04/13/77)

- III. Second Amendment to Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods
 - (O.R. Book 1173, at Page 1861, Seminole County, Florida, recorded on 06/15/78)
- IV. Third Amendment to Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods

(O.R. Book 1198, at Page 1850, Seminole County, Florida, recorded on 12/01/78)





- V. Fourth Amendment to Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods
 - (O.R. Book 1226, at Page 1920, Seminole County, Florida, recorded on 06/05/79)
- VI. Fifth Amendment to Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods

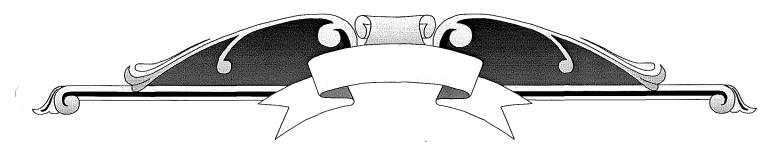
 (O.R. Book 1246, at Page 1943, Seminole County, Florida, recorded on 10/08/79)
- VII. Sixth Amendment to Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods

 (O.R. Book 1636, at Page 0949, Seminole County, Florida, recorded on 05/03/85)
- VIII. Seventh Amendment to Restated Declaration of Easements,
 Covenants, Conditions, and Restrictions Regarding Lake of
 the Woods
 (O.R. Book 1268, at Page 1286, Seminole County, Florida, recorded on 03/03/80)
- IX. Eighth Amendment to Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods

 (O.R. Book 1279, at Page 1576, Seminole County, Florida, recorded on 05/21/80)
- X. Ninth Amendment to Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods

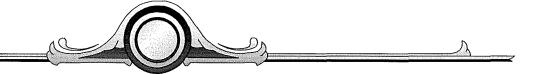
 (O.R. Book 1320, at Page 0943, Seminole County, Florida, recorded on 02/17/81)
- XI. Tenth Amendment to Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods

(O.R. Book 1440, at Page 1479, Seminole County, Florida, recorded on 02/25/83)



- XII. Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods
 (O.R. Book 1015, at Page 1651, Seminole County, Florida, recorded on 04/18/74)
- XIII. Articles of Incorporation of Lake of the Woods Homeowners
 Association, Inc.
 (Filed with the Secretary of State on 01/10/75)
- XIV. Restated By-Laws of Lake of the Woods Homeowners Association, Inc.
 (Unrecorded dated 06/10/11)
- XV. Restated By-Laws of Lake of the Woods Homeowners Association, Inc.
 (Unrecorded dated 03/25/04)
- XVI. Restated By-Laws of Lake of the Woods Homeowners Association, Inc.

 (O.R. Book 4413, at Page 648, Seminole County, Florida, recorded on 05/21/02)
- XVII. Lake of the Woods Homeowners Association, Inc. Rules and Regulations
 (Revised 02/09)
- XVIII. Lake of the Woods Homeowners Association, Inc. Policy and Operations Manual (Revised 03/12)



RESTATED

DECLARATION OF BASEMENTS,
COVENANTS, CONDITIONS, AND RESTRICTIONS REGARDING LAKE OF THE WOODS

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THIS RESTATED DECIARATION, 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 parpose 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

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This instrument was prepared by 1056PH CASTELLO
Of Trenam, Simmons, Komker, Scharf & Barkin P. O. Box 1102 - Tainpa, Florida 33501

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.

ARTICHE 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. "<u>Propurties</u>" 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.

Section 4. "Common Area" means all real proporty

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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 herebe 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.,

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. "Mortgage" means any person named as the Obligee under any Mortgage, as hereinabove defined, or any successor in interest to such person under such Mortgage.

Section 9. "[MA" means The Federal Howning Administration.

Section 10. "YA" means The Vetorans Administration.

Land Land Sales of Belleville.

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. "Record.3" weens 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' Essements 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:

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- (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 "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.
- 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-thirds (2/3) of each class of members agreeing to such itediation or transfer has been recorded.

Section 2. <u>Delegation of Use</u>. Any Owner may delogate, 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 Aren. Each Owner additionally shall have an exclusive right of use in respect to any portion of the Common Area abutting such Cwner'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. Essements of Engroschment. There shall be reciprocal appurtenant easements of engroschment 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 horeof), to a distance of not more than five (3)

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 Cots, 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 encreachment is caused by willful misconduct on the part of an Owner, Tenant, or the Association.

Section 5. Antennes. No television or radio masts, towers, poles, antennas, aerials, wires, or appurtenances thereto, shall be erected, constructed, or maintained on any Lot in such a manner as to be visible from the exterior of such Lct. 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 "attic type" or such other type as may from time to time be permitted under the Association's rules and regulations.

Section 6. <u>Use of Units</u>. 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. <u>Use of Coumon Area</u>. There shall be no obstruction of the Common Area, now shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except as specifically pro-

vide(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 Damme 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 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 on 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 sorious, 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 nulsance to any other Owner or to any other person at any time lawfully residing on the Properties.

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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 xent, 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 1/2-ton capacity or less may be parked on the driveway area appurtenant to each Lot. Use of all guest parking areas on the 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 of 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 Resping of any pet anywhere upon the Properties which the Association reasonably determines

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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, statutes, and laws adopted, promulgated, or enforced by any public agency having jurisdiction of the Properties and relating to animals.

bage, 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.

Construction. Nothing contained in this Declaration shall be interpreted or construed to prevent Developer, its transferees, or ics or their contractors, or sub-contractors, from doing or performing on all or any part of the Properties owned or controlled by Eveloper, or its transferees, whatever they determine to be reasonably necessary or advisable in connection with the completion of 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 dispos-

ing 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.

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 sulf-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.

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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 anumerated in this Declaration. In the event any Lot is shown or described as bounded by any stream, pond, or any other body of water situated in whole or in part upon the Common Area, all riparian rights therein shall be apputtement to 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 coutting 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 thereis, except as herein expressly provided, but that such monument shall be a part of the Common Area and all rights therein shall inure to the benefit of the Association and all Owners..

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Section 17. Use of Lake. No swimming, bathing, fishing, canceing, 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. <u>Use of Streets</u>. 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 interefere

with Developer's completion of the Work.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Monhorship. Every Owner of a Lot

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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. Bach such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract selier to his vendee in possession.

Section 2. <u>Volling</u>. The Association shall have two
(2) classes of voting membership:

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(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 no: 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. Those 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) <u>Class B.</u> 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 or 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.

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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;
- (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

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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 twothirds 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 to 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 Wenant'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 dubies 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 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 ox 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. <u>Services for Association</u>. 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. <u>Services for Owners</u>. 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.

from time to time may adopt, alter, amend, and rescind reason—
able 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 replacement or 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 Obli-



gation 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 peclaration; 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 attornev's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

section 2. <u>Purpose of Assessments</u>. 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 main-

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tenance 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. <u>Maximum Annual Assessment</u>. 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.

diately 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 secent 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 hereirabove 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.

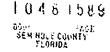
section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may lawy, in any assessment year, a

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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 Claus 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.

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 of 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.

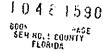
Section 6. Uniform Rate of Assessment. Both special assessments for capital improvements, and annual assessments,



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 establishsu 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 ... sessment 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 Daveloper. Upon transfer of title of a Daveloper-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 Lote from

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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 in 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

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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 swas 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 in the Public Records of Seminole County, Florida, shall be deemed to consent that such liens shull be inferior to liens for assessments, as provided herein, whether or not such consent is specifically set forth in the instruments cheating such liens. The recordation of this Declaration in the Public Records of Seminolo County, Florida, shall constitute constructive notice to all subsequent purchasers and creditors, or either, of the existence of the lien heraby

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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 (5%) 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 abandonment of his Lot. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

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 Moreclosure. 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 judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of Mortgages in the State of Plorida.

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 Declaration are for the improving and muintenance 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 sub-ordinate 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 foreclosume 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 not from liability for assessments thereafter becoming due or from the lien themeof. 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 encumbrance: 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, agent such payment, such excumbigacom chall 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 Buscolation shall appoint as a standing committee an Brohitectural Control Committee, which shall be composed of three (3) or more persons ap-

pointed 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 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 Committee'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 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 -ef the same shall have been submitted to, and approved by, the Architectural Control Committee in writing. The Committee's approval shall not be required of 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

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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 applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other Trawings 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. <u>Procedure</u>. The Committee may, from time to time, adopt, promulgate, reschad, amend, and revice rules

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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, or 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

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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. <u>Developer Consent</u>. 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.

ARITCLE VIX

PAINY WALLS

Section 1. General Rules of Law to Apply. Bach wall which is built as a part of the original construction of the buildings upon the Properties and placed on the dividing line between the Lote, shall constitute a party wall.

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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 Pepair and Maintenance.

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

Section 3. <u>Destruction by Fire or Other Casualty</u>. If a party wall is destroye? 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 this 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 Runs with Land.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenent to the land and shall pass to such Owners' successors in title.

ARTICUE VIIX

STAGE DEVELOPMENTS AND ANNEXATION

Section 1. Annexation without Association Approva 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" nembers 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 Daveloper without the consent of Owners. Until such an amendment in so recorded, no provisions of this Declaration shall be effective as to all or any portion of the lands described in 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 FHR 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 (96) days in advance of such meeting, setting forth the purpose thereof. At this 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 much subsequent meeting shall be held more than sixty (60) days following the proceding 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" rembers 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 Danners 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

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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. <u>Severability</u>. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

section 3. Amenbment. Whe covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be inforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective logal representatives, heirs, successors and assigns, for a term of thirty (50) years from the date this Declaration is recorded, after which time

males established to the con-

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 Proparties, 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 not annexed pursuant in the provisions hereof shall be deemed "subject to assessment" upon recording of the Amendment to this Declaration annexing the same.

Section 6. <u>Pedications</u>. Subject to the requirements of Article II, Section 1, of this Declaration, and of Section

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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.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed the day and year first above written.

SIGNATURE WITNESSED BY:

REBMA FLORIDA, INC.

Secretary

State of Missouri

County of Quickers

The foregoing instrument was acknowledged before me this 20th day of March, 19:5 by Leat, 3. Junear and Robert of Rebma Florida.

Inc., a Missouri corporation, on behalf of the comporation.

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(Affix Notarial Seal)

EXHIBIT "A"

LAKE OF THE WOODS TOWNHOUSE SECTION ONE, according to plat thereof recorded in Plat Book 19, Page 50, Public Records of Seminole County, Florida.

LAKE OF THE WOODS TOWNHOUSE, SECTION TWO, according to plat thereof recorded in Plat Book 19, Pages 51 and 52, Public Records of Seminole County, Florida.

EXHIBIT "H"

All lands delineated as "Common Areas" on the Plats of Lake of the Woods Townhouse, Section One, according to plat thereof recorded in Plat Book 19, Page 50, Public Records of Seminole County, Florida, and Lake of the Woods Townhouse, Section Two, according to plat thereof recorded in Plat Book 19, Pages 51 and 52, Public Records of Seminole County, Plorida.

EXHIBIT "C"

Marine Marine Company of the Company

Begin at the East 1/4 corner of Section 19, Township 21 South, Range 30 East, Seminole County, Florida, run thence South 89° 37' 16" West along the South line of the Northeast 1/4 of said Section 19, a distance of 883.54 feet; run thence North 00° 02' 10" East 651.83 feet; thence North 89° 38' 26" East 226.36 feet; thence North 0° 11' 05" East 808.76 feet; thence South 89° 39' 27" Wast 444,78 feet; thence North 37° 28' 00" East 2211.04 rest thance South 89° 39' 27" West 100.0 feet; "hence North 37" 28' 00" East 633.72 feet; thence North 89° 42' 00" East 212.21 feet; thence North 0° 18' 00" West 15.80 feat; thence North 89° 42' 00" East 325.05 feet; thence South 0° 20' 00" West 100.00 fact; thence Worth 89* 42' 00" East 150.0 feet; thence Bouth 0° 20' 00" West 728.25 feet; thence East 1321.75 feet; thonce South 1269.90 feet; thence South 61° 27' 24" West 113.53 feet; thence South 89° 56' 18" West 869:38 fact; thence North 71° 45' 47" West 72.97 feet; thence South 42° 03° 52" West 30.89 feet; thence South 89" 56' 18" West 265.0 feet to the Point of Beginning, LNSS that portion thereof in the right-of-way for Luke of the Moous Blvd.; and LESS that portion horetofoke platted on take of the Woods Townhouse, Sections 1 and 2, Plat Book 19, Pages 50, 51, and 52, Public Records of Seminole County, Plorida.

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FIRST AMENDMENT AND COMPLETE RESTATE-MENT TO DECLARATION OF BASEMENTS, COVENANTS, CONDITIONS, AND RESTRIC-TIONS REGARDING LAKE OF THE MOODS

THIS PIRST AMENDMENT AND COMPLETE RESTATEMENT TO

DECLARATION, made this 20th day of Nerch , 1975, by

REBMA FLORIDA, INC., a Missouri corporation, hereinafter called "Developer,"

WITNESSETH:

WHEREAS, Daveloper is the sole owner of that certain parcel of real property situate in Seminole County, Florida, described as follows:

LAKE OF THE WOODS TOWNHOUSE, SECTION 1, according to plat thereof recorded in Plat Book 19, Page 50, Public Records of Seminole County, Florida;

AND

LAKE OF THE WOODS TOWNHOUSE, SECTION 2, according to plat thereof recorded in Plat Book 19, Pages 51 and 52, Public Records of Seminole County, Plorida; and

WHEREAS, Developer heretofore has imposed 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, by recording in the Public Records of Seminole County, Florida, that certain

This instrument was prepared by JOSEPH CASTSLLO Of Trensm, Signature, Nambur, School & Buildy P. O. Box 1102 - Tampo, Florida 33691

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"Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods," dated February 27, 1974, and recorded April 18, 1974, at Official Records Book 1015, Page 1651, of said Public Records.

WHEREAS, Developer is a corporation organised and existing pursuant to the laws of the State of Missouri but is erroneously described in said Declaration as a Florida corporation; and

WHEREAS, Article IX, Section 3, of said Declaration provides that the same may be amended by an instrument signed by not less than ninety percent (90%) of the Lot Owners, as such term is therein defined; and

WHEREAS, Developer constitutes the sole Lot Owner as defined in said Declaration; and

WHEREAS, Developer desires to amend, modify, and restate said Declaration in its entirety to read as harein-after set forth:

NOW, THEREFORE, Developer hereby amends and restates the Declaration as follows:

- 1. Developer hereby declares that the Declaration is hereby amended, modified, superseded, and restated in its entirety in the manner set forth on pages 1 through 44, both inclusive, attached hereto and here incorporated by reference.
- 2. It is the intent of Developer that the foregoing amendment, modification, and complete restatement of the Declaration shall apply with the same force and effect as if the provisions thereof had been incorporated in the Declaration initially.

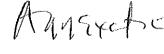
- 3. It is further paveloper's intent that all of the above described real property shall be held, sold, and conveyed subject to the easements, conditions, covenants, and restrictions set forth in the restated Declaration, which are for the purpose of protecting the value and desirability of, and which 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 more particularly defined in the restated Declaration.
- 4. All references to the "Declaration" or the "Declaration of Basements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods" now or hereafter made in other instruments of Public Record in Seminole County, Florida, or in the Articles of Incorporation, By-Laws, and other corporate documents and papers of Lake of the Woods Homeowners'. Association, Inc., a Plorida corporation not for profit, shall mean and refer to the restated Declaration attached hereto as pages 1 through 44, both inclusive.
- 5. This Amendment, Modification, and Complete Restatement of the Declaration shall take effect upon its recordation in the Public Records of Seminole County, Florida.

IN WITNESS WHEREOF, Developer has caused this in-

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strument to be duly executed the day and year first above written.

| By: Myney Extract The President |
|---|
| By: Valet Meeker |
| Robert L. Hesker, Secretary |
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| • |
| trument was acknowledged before me |
| |
| , 1975, by Kant F. Turner |
| , 1975, by Kant F. Turner , Heeker , respectively the |
| . Meeker respectively the |
| , 1975, by Kant F. Turner , Meeker , respectively the Secretary of REBMA FLORIDA, n, on behalf of the corporation. |
| secretary of REBMA FLORIDA, on, on behalf of the corporation. |
| secretary of REBMA FLORIDA, n, on behalf of the corporation. |
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FIRST AMENDMENT TO RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS REGARDING LAKE OF THE WOODS

IDENTIFICATION AND PARTIES:

This instrument is the First Amendment to the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods' described below and is made this lst day of April ____, 1977, by REBMA FLO made this 1st day of _, 1977, by REBMA FLORIDA, INC., a Missouri corporation ("Developer").

II. LANDS AFFECTED:

The lands affected by this instrument are called the "Annexed Lands" and are legally described as:

> LAKE OF THE WOODS TOWNHOUSE "SECTION 3" according to Plat thereof recorded at Plat Book 20, Page 54455 Public Records of Seminole County, Florida.

III. BACKGROUND:

Developer has recorded in the public records of Seminole County, Florida, at Official Records Book 1048, Page 1564, the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods" (the "Restated Declaration").

The purpose of the Restated Declaration is to impose a common plan of development upon, protect the value and desirability of, and enhance the marketability of the lands described therein as a residential community known as "Lake of the Woods".

Article VIII, Section 1, of the Restated Declaration permits Developer to extend its provisions to additional lands by the annexation procedure there described. Developer now wishes to so extend the operation of the Restated Declaration to the Annexed Lands, which are owned by Developer.

ANNEXATION: IV.

Developer hereby amends Exhibit "A" to the Restated Declaration by adding the Annexed Lands. Developer also amends Exhibit "B" to the Restated Declaration by adding the lands described on the Exhibit to this instrument entitled "Lake of the Woods Townhouse - Section 3 Common Area"; and Developer declares that such lands constitute a portion of the "Common Area" defined in Article I, Section 4, of the Restated Declaration.

Developer intends this instrument to have the same force and effect as if it initially had been incorporated into, and constituted a portion of, the Restated Declaration.



Developer further intends that all of the Annexed Lands be held, sold, and conveyed subject to the easements, conditions, covenants, restrictions, and other provisions contained in the Restated Declaration, which Developer acknowledges are for the purpose of protecting the value and desirability of, and which run with, the Annexed Lands and are binding upon all parties having any right, title, or interest therein, or any portion thereof, their respective heirs, successors, and assigns, and which inure to the benefit of the Association and each Owner, as such terms are defined in the Restated Declaration.

V. OPERATION:

This instrument will take effect upon its recordation in the Public Records of Seminole County, Florida. From and after such date, Developer intends that all references to the "Declaration" or the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods" now or hereafter made in any other instruments of public record in Seminole County, Florida, or in the Articles of Incorporation, By-Laws, and other corporate documents of the Association, refer to the Restated Declaration, as amended by this instrument, unless expressly provided otherwise. Except as amended by this instrument, the Restated Declaration remains in force and effect according to its original terms.

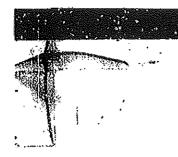
IN WITNESS WHEREOF, Developer has executed this instrument the date stated above.

| RED CONTINUE WITNESSED BY: | By: Alas Dames By: Ver President |
|----------------------------|-----------------------------------|
| (CONFORATE SEAL) | Attest: Asst. Secretary |

STATE OFMISSOURI COUNTY OF JACKSON

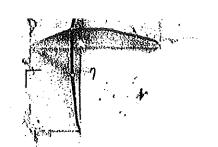
| | t was acknowledged before me this |
|---|-----------------------------------|
| | 77 by Kent F. Turner and J. S. |
| | tive Vice president and |
| Assistant secr | etary of REBMA FLORIDA, INC., a |
| Missouri corporation, on beh My Commission Expires: 3-16-8 | livon wor |
| | Notary Public: |
| | modary robitor |
| | Pat Strovel Strain |
| | (Affix Notarial Seal) 10.0 |
| | Pat Stowell |

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LAKE OF THE WOODS TOWNHOUSE SECTION 3 COMMON AREA

All of LAKE OF THE WOODS TOWNHOUSE "SECTION 3," according to plat recorded at Plat Book 20. Page 54.55, Public Records of Seminole County, LESS AND EXCEPT Lots 57 through 96, inclusive.



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

I. IDENTIFICATION AND PARTIES:

This instrument is the Second Amendment to the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods" described below and is made this 13th day of June , 1978, by REBMA GEORGIA, INC., a Missouri corporation ("Developer").

II. LANDS AFFECTED:

The lands affected by this instrument are called the "Annexed Lands" and are legally described as:

LAKE OF THE WOODS TOWNHOUSE "SECTION 4" according to Plat thereof recorded at Plat Book 21, Page 28 & 29 Public Records of Seminole County, Florida.

III. BACKGROUND:

Developer is the successor by merger to Rebma Florida, Inc., a Missouri corporation, which recorded in the Public Records of Seminole County, Florida, at Official Records Book 1048, Page 1564, the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods," as amended by instrument recorded at Official Records Book 1119, Page 500 (collectively, the "Restated Declaration"). Developer has succeeded to all rights of Rebma Florida, Inc., as the "Developer" under the Restated Declaration.

IV. ANNEXATION:

Developer hereby amends Exhibit "A" to the Restated Declaration by adding the Annexed Lands. Developer also amends Exhibit "B" to the Restated Declaration by adding the following lands, which Developer declares constitute a portion of the "Common Area" defined in Article J, Section 4, of the Restated Declaration:

All of LAKE OF THE WOODS TOWNHOUSE "SECTION 4," according to Plat thereof recorded at Plat Book 21, Pages 28 & 29 ublic Records of Seminole County, Florida, LESS AND EXCEPT Lots 97 through 156, inclusive.

This instrument was prepared by JOSEPH CASTELLO Of Trenam, Simmons, Kamker, Scharl & Barkin P. O. Box 1102 - Tampa, Florida 33601

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POON PAGE SEMINOLE COUNTY FLORIDA

Developer intends this instrument to have the same force and effect as if it initially had been incorporated into, and constituted a portion of, the Restated Declaration.

Developer further intends that all of the Annexed Lands be held, sold, and conveyed subject to the easements, conditions, covenants, restrictions, and other provisions contained in the Restated Declaration, which Developer acknowledges are for the purpose of protecting the value and desirability of, and which run with, the Annexed Lands and are binding upon all parties having any right, title, or interest therein, or any portion thereof, their respective heirs, successors, and assigns, and which inure to the benefit of the Association and each Owner, as such terms are defined in the Restated Declaration.

V. OPERATION:

This instrument will take effect upon its recordation in the Public Records of Seminole County, Florida. From and after such date, Developer intends that all references to the "Declaration" or the "Restated Declaration of Basements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods" now or hereafter made in any other instruments of public record in Seminole County, Florida, or in the Articles of Incorporation, By-Laws, and other corporate documents of the Association, refer to the Restated Declaration, as amended by this instrument, unless expressly provided otherwise. Except as amended by this instrument, the Restated Declaration remains in force and effect according to its original terms.

IN WITNESS WHEREOF, Developer has executed this instrument the date stated above.

| SIGNATURE WITNESSED BY: | REBNA GEORGIA, INC. |
|-------------------------|------------------------|
| Karen Sielder | that a Thruen |
| Torigo Herriman | By: WWW VICE President |
| (CORPORATE SEAL) | Attest: Tolerfelleska |
| Sept. | Secretary |
| STATE OF 121/55/11/6/ | |

COUNTY OF TACKSON

MY COMMISSION EXPIRES:

0-8-19

NOTARY PUBLIC (Affix Notarial Seal)

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Saction 5.

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

I. IDENTIFICATION AND PARTIES:

This instrument is the Third Amendment to the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods" described below and is made this 100 day of Negamber, 1978, by REBMA GEORGIA, INC., a Missouri corporation ("Developer").

II. LANDS AFFECTED:

The lands affected by this instrument are called the "Annexed Lands" and are legally described as:

LAKE OF THE WOODS TOWNHOUSE "SECTION 5" according to Plat thereof recorded at Plat Book 21, Page 41, Public Records of Seminole County, Florida.

III. BACKGROUND:

Developer is the successor by merger to Rebma Florida, Inc., a Missouri corporation, which recorded in the Public Records of Seminole County, Florida, at Official Records Book 1048, Page 1564, the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods," as amended by instruments recorded at Official Records Book 1119, Page 500, and at Official Records Book 1173, Page 1861 (collectively, the "Restated Declaration"). Developer has succeeded to all rights of Rebma Florida, Inc., as the "Developer" under the Restated Declaration.

IV. ANNEXATION:

Developer hereby amends Exhibit "A" to the Restated Declaration by adding the Annexed Lands. Developer also amends Exhibit "B" to the Restated Declaration by adding the following lands, which Developer declares constitute a portion of the "Common Area" defined in Article I, Section 4, of the Restated Declaration:

All of LAKE OF THE WOODS TOWNHOUSE "SECTION 5," according to Plat thereof recorded at Plat Book 21, Page 47, Public Records of Seminole County, Florida, LESS AND EXCEPT Lots 157 through 206, inclusive.

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Developer intends this instrument to have the same force and effect as if it initially had been incorporated into, and constituted a portion of, the Restated Declaration.

Developer further intends that all of the Annexed Lands be held, sold, and conveyed subject to the easements, conditions, covenants, restrictions, and other provisions contained in the Restated Declaration, which Developer acknowledges are for the purpose of protecting the value and desirability of, and which run with, the Annexed Lands and are binding upon all parties having any right, title, or interest therein, or any portion thereof, their respective heirs, successors, and assigns, and which inure to the benefit of the Association and each Owner, as such terms are defined in the Restated Declaration.

V. OPERATION:

This instrument will take effect upon its recordation in the Public Records of Seminole County, Florida. From and after such date, Developer intends that all references to the "Declaration" or the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods" now or hereafter made in any other instruments of public record in Seminole County, Florida, or in the Articles of Incorporation, By-Laws, and other corporate documents of the Association, refer to the Restated Declaration, as amended by this instrument, unless expressly provided otherwise. Except as amended by this instrument, the Restated Declaration remains in force and effect according to its original terms.

IN WITNESS WHEREOF, Developer has executed this instrument the date stated above.

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|---------------------------|--------------------------------------|
| SIGNATURE WITNESSED BY: | REBMA GEORGIA, INC. |
| Januar Buss | By: The President |
| (CORPORATE SEAL) | Attest: 9 Soluto Museur Secretary |
| STATE OF // hearthan | |
| COUNTY OF NEW YORK | |
| | |

The foregoing instrument was acknowledged before me this 21th day of Nouthwhee, 1978, by the the and Alexander respectively the President and Secretary of REDMA GEORGIA, INC., a Missouri dorporation, on behalf of the corporation.

.\HT/GOMMISSION EXPIRES:

NOTARY PUBLIC
(Affix Notarial Seal)

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FOURTH AMENDMENT TO RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND 5 11 AS AN '19 RESTRICTIONS REGARDING LAKE OF THE WOODS

I. IDENTIFICATION AND PARTIES:

This instrument is the Fourth Amendment to the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods" described below and is made this Ath day of June 1979, by BMA PROPERTIES, INC., a Missouri corporation and the successor by merger to REBMA GEORGIA, INC., a Missouri corporation and the successor by merger to REBMA FLORIDA, INC., a Missouri corporation ("Developer").

II. LANDS AFFECTED:

The lands affected by this instrument are called the "Annexed Lands" and are legally described as:

LAKE OF THE WOODS TOWNHOUSE "SECTION 6" according to Plat recorded at Plat Book 22, Page 35, Public Records of Seminole County, Florida.

III. BACKGROUND:

Developer is the successor by merger to Rebma Georgia, Inc., a Missouri corporation, which in turn was the successor by merger'to Rebma Florida, Inc., a Missouri corporation, which recorded in the Public Records of Seminole County, Florida, at Official Records Book 1048, Page 1564, the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods," Such Declaration, as previously amended by instruments recorded in such Public Records, is here called the "Restated Declaration." Developer accordingly has succeeded to all rights of Rebma Florida, Inc., as the "Developer" under the Restated Declaration.

IV. ADOPTION AND RATIFICATION OF PLAT:

Except as hereafter expressly provided otherwise with respect to Lots 251 and 252, Developer hereby adopts, ratifies, and confirms the plat of Lake of the Woods Townhouse "Section 6" as recorded at Plat Book 22, Page 35, Public Records of Seminole County, Florida, for all purposes in connection with the Restated Declaration and, without limitation, adopts, ratifies, and confirms any and all easements, public or private, established by such plat, all with the same force and effect as if Eeveloper had executed and delivered such plat.

V. ANNEXATION:

Developer hereby amends Exhibit "A" to the Restated Declaration by adding the Annexed Lands. Developer also amends Exhibit "B" to the Restated Declaration by adding the following lands, which Developer declares constitute a portion of the "Common Area" defined in Article I, Section 4, of the Restated Declaration:

All of LAKE OF THE WOODS TOWNHOUSE "SECTION 6" according to plat thereof recorded at Plat

This instrument was prepared by
10SEPH CASTELLO
OI Trenam, Summons, Hamker, Schart & Barkin
P. O. Box 1102 - Tampa, Florida 33601

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Book 22, Page 35, Public Records of Seminole County, Florida, LESS AND EXCEPT Lots 207 through 258, inclusive;

The West 26.33 feet of Lot 252, LAKE OF THE WOODS TOWNHOUSE "SECTION 6" according to plat thereof recorded at Plat Book 22, Page 35, Public Records of Seminole County, Florida.

Developer intends this instrument to have the same force and effect as if it initially had been incoporated into, and constituted a portion of, the Restated Declaration.

Developer further intends that all of the Annexed Lands be held, sold, and conveyed subject to the easements. conditions, covenants, restrictions, and other provisions contained in the Restated Declaration, which Developer acknowledges are for the purpose of protecting the value and desirability of, and which run with, the Annexed Lands and are binding upon all parties having any right, title, or interest therein, or any portion thereof, their respective heirs, successors, and assigns, and which inure to the benefit of the Association and each. Owner, as such terms are defined in the Restated Declaration.

Notwithstanding anything contained in the Restated
Declaration or the plat of Lake of the Woods Townhouse "Section 6"
to the contrary, Developer intends Lot 251 and the East 11.17 feet
of Lot 252, as established by said plat as recorded in Plat Book 22,
Page 35, Seminole County Public Records, to constitute a single
"Lot," as defined in Article 1, Section 5, of the Restated
Declaration for all purposes under the Postated Declaration as Declaration, for all purposes under the Restated Declaration, as hereby amended.

V. OPERATION:

This instrument will take effect upon its recordation This instrument will take effect upon its recordation in the Public Records of Seminole County, Plorida. From and after such date, Developer intends that all references to the "Declaration" or the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods" now or hereafter made in any other instruments of public record in Seminole County, Florida, or in the Articles of Incorporation, By-Laws, and other corporate documents of the Association, refer to the Restated Declaration, as amended by this instrument, unless expressly provided otherwise. Except this instrument, unless expressly provided otherwise. Except as amended by this instrument, the Restated Declaration remains in force and effect according to its original terms.

IN WITNESS WHEREOF, Developer has executed this instrument the date stated above.

SIGNATURE WITNESSED BY:

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STATE OF WESSON

The foregoing instrument was acknowledged before me this day of June , 1979, by Kittl invoke and the little of the president and Secretary of BMA PROPERTIES, INC., a Missouri corporation, on behalf of the corporation.

My Commission expires:

9-8-79

Raybara 6 Hucky NOTARY PUBLIC (Affix Notarial Seal) A CONTRACTOR OF THE PROPERTY O

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

I. IDENTIFICATION AND PARTIES:

This instrument is the Fifth Amendment to the "Restated Declaration of Easements, Covenants, Conditions, and 'Restrictions Regarding Lake of the Woods" described below and is made this 5th day of October, 1979, by BMA PROPERTIES, INC., a Missouri corporation and the successor by merger to Rebma Georgia, Inc., a Missouri corporation and the successor by merger to Rebma Florida, Inc., a Missouri corporation ("Developer").

II. LANDS AFFECTED:

The lands affected by this instrument are called the "Annexed Lands" and are legally described as:

LAKE OF THE WOODS TOWNHOUSE "SECTION 8" according to Plat thereof recorded at Plat Book 22 , Page 84 , Public Records of Seminole County, Florida.

III. BACKGROUND:

Developer is the successor by merger to Rebma Georgia, Inc., a Missouri corporation, which in turn was the successor by merger to Rebma Florida, Inc., a Missouri corporation, which recorded in the Public Records of Seminole County, Florida, at Official Records Book 1048, Page 1564, the "Restated Declaration of Basements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods." Such Declaration, as previously amended by instruments recorded in such Public Records, is here called the "Restated Declaration." Developer accordingly has succeeded to all rights of Rebma Florida, Inc., as the "Developer" under the Restated Declaration.

IV. ANNEXATION:

Developer hereby amends Exhibit "A" to the Restated Declaration by adding the Annexed Lands. Developer also amends Exhibit "B" to the Restated Declaration by adding the following lands, which Developer declares constitute a postion of the "Common Area" defined in Article I, Section 4, of the Restated Declaration:

All of LAKE OF THE WOODS TOWNHOUSE "SECTION 8," according to Plat thereof recorded at Plat Book 22, Page 84, Public Records of Seminole County, Florida, LESS AND EXCEPT Lots 335 through 384, inclusive.

Developer intends this instrument to have the same force and effect as if it initially had been incorporated into, and constituted a portion of, the Restated Declaration.

Developer further intends that all of the Annexed Lands be held, sold, and conveyed subject to the easements, conditions, covenants, restrictions, and other provisions contained in the Restated Declaration, which Developer acknowledges are

This instrument was prepared by JOSEPH CASTELLO Of Trenam, Simmons, Kemker, Scharf & Barkin P. O. Box 1102 - Tampa, Florida 33601

1246 1944

for the purpose of protecting the value and desirability of, and which run with, the Annexed Lands and are binding upon all parties having any right, title, or interest therein, or any portion thereof, their respective heirs, successors, and assigns, and which inure to the benefit of the Association and each Owner, as such terms are defined in the Restated Declaration.

v. OPERATION:

THE RESERVE OF THE PARTY OF THE

This instrument will take effect upon its recordation in the Public Records of Seminole County, Florida. From and after such date, Developer intends that all references to the "Declaration" or the "Restated Declaration of Basements Covenants, Conditions, and Restrictions Regarding Lake of the Woods" now or hereafter made in any other instruments of public record in Seminole County, Florida, or in the Articles of Incorporation, Bylaws, and other corporate documents of the Association, refer to the Restated Declaration, as amended by this instrument, unless expressly provided otherwise. Except as amended by this instrument, the Restated Declaration remains in force and effect according to its original terms.

IN WITNESS WHEREOF, Developer has executed this instrument the date stated above.

SIGNATURE WITNESSED BY:

BMA PROPERTIES, INC.

Attest:

(OPRPORATE SEAL)

STATECOF MISSOURI County of Jackson

The foregoing instrument was acknowledged before me this

5th day of October, 1979, by Kart J. Marie and

A.S. Parma, respectively the Vice President and

Acot Secretary of BMA PROPERTIES, INC., a Missouri corporation,
on behalf of the corporation.

My Commission Expires: Karen Fielder, Notary Public State of Missouri

My Commission Expires 6-4-63

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

I. IDENTIFICATION AND PARTIES:

This instrument is the Sixth Amendment to the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods" described below and is made this 18th day of April, 1985, by BMA PROPERTIES, INC. a Missouri corporation and the successor by merger to Rebma Georgia, Inc. a Missouri corporation and the successor by merger to Rebma Florida, Inc. a Missouri corporation ("Developer").

II. LANDS AFFECTED:

The lands affected by this instrument are called the "Annexed Lands" and are legally described as:

LAKE OF THE WOODS TOWNHOUSE "SECTION 7" according to Plat thereof recorded in Plat Book 22, Page 36, Public Records of Seminole County, Florida.

III. BACKGROUND

Developer is the successor by merger to Rebma Georgia, Inc. a Missouri corporation, which in turn was the successor by merger to Rebma Florida, Inc., a Missouri corporation, which recorded in the Public Records of Seminole County, Florida, at Official Records Book 1048, Page 1564, the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods" as amended by instruments recorded in such Public Records (collectively, the "Restated Declaration"). Developer accordingly has succeeded to all rights of Rebma Florida, Inc., as the "Developer" under the Restated Declaration.

IV. ANNEXATION:

Developer hereby amends Exhibit "A" to the Restated Declaration by adding the Annexed Lands. Developer also amends Exhibit "B" to the Restated Declaration by adding the following lands, which Developer declares constitute a portion of the "Common Area' defined in Article I, Section 4, of the Restated Declaration:

All of LAKE OF THE WOODS TOMMHOUSE "SECTION 7", according to Plat thereof recorded at Plat Book 22, Page 36, Public Records of Seminole County, Florida, LESS AND EXCEPT Lots 259 through 276, inclusive.

Developer intends this instrument to have the same force and effect as if it initially had been incorporated into, and constituted a portion of, the Restated Declaration.

Developer further intends that all of the Annexed Lands be held, sold, and conveyed subject to the easements, conditions, covenants, restrictions, and other provisions contained in the Restated Declaration, which Developer acknowledges are for the purpose of protecting the value and desirability of, and which run with, the Annexed Lands and are binding upon all parties having any right, title, or interest therein, or any portion thereof, their respective heirs, successors, and assigns, and which inure to the benefit of the Association and each Owner, as such terms are defined in the Restated Declaration.

This instrument prepared by: Joseph Castello J.W. Castello, P.A. 315 Hyde Park Avenue Tampa, Florida 33606 RECORDING TWO VENITOR SELECTION OF THE S

. E. Blair, 861 Douglas Ave. Altamonte Springs, FL 32714

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SEMINOLE CO. FL.

V. OPERATION:

This instrument will take effect upon its recordation in the Public Records of Seminole County, Florida. From and after such date, Developer intends that all references to the "Declaration" or the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods" now or hereafter made in any other instruments of public record in Seminole County, Florida, or in the Articles of Incorporation, By-Laws, and other corporate documents of the Association, refer to the Restated Declaration, as amended by this instrument, unless expressly provided otherwise. Except as amended by this instrument, the Restated Declaration remains in force and effect according to its original terms.

IN WITNESS WHEREOF, Developer has executed this instrument the date stated above.

SIGNATURES WITNESSED BY:

BMA PROPERTIES, INC.

BY:

ATTEST:

ONPORATE SEAL)

STATE OF MISSOURT

The foregoing instrument was acknowledged before me this 18th day of April, 1985, by <u>Kent F. Turner</u> and <u>Roccer L. Messer</u>; respectively, the <u>One</u> President and Secretary of BMA Properties, Inc., a Missouri corporation, on behalf of the corporation.

My commission expires:

KAREN FIELDER Notary Public, State of Missouri Commissioned in Case County My Commission Engines June 4, 1987

(AFFIX NOTARIAL SEAL)

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

I. IDENTIFICATION AND PARTIES:

This instrument is the Seventh Amendment to the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods" described below and is made this 3rd day of March , 1980, by The PROPERTIES, INC., a Missouri corporation and the successor by merger to Rebma Georgia, Inc., a Missouri corporation and the successor by merger to Rebma Florida, Inc., a Missouri corporation ("Developer").

II. LANDS AFFECTED:

The lands affected by this instrument are called the "Annexed Lands" and are legally described as:

LAKE OF THE WOODS TOWNHOUSE "SECTION 9" according to Plat thereof recorded at Plat Book 22, Page 85, Public Records of Seminole County, Florida.

III. BACKGROUND:

Developer is the successor by merger to Rebma Georgia, Inc., a Missouri corporation, which in turn was the successor by merger to Rebma Florida, Inc., a Missouri corporation, which recorded in the Public Records of Seminole County, Florida, at Official Records Book 1048, Page 1564, the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods" as amended by instruments recorded in such Public Records (collectively, the "Restated Declaration"). Developer accordingly has succeeded to all rights of Rebma Florida, Inc., as the "Developer" under the Restated Declaration.

IV. ADOPTION AND RATIFICATION OF PLAT:

Developer hereby adopts, ratifies, and confirms the plat of Lake of the Woods Townhouse "Section 9" as recorded at Plat Book 27, Page 25, Public Records of Seminole County, Florida, for all purposes in connection with the Restated Declaration and, without limitation, adopts, ratifies, and confirms any and all easements, public or private, established by such plat, all with the same force and effect as if Developer had executed and delivered such plat.

V. ANNEXATION:

Developer hereby amends Exhibit "A" to the Restated Declaration by adding the Annexed Lands. Developer also amends Exhibit "B" to the Restated Declaration by adding the following lands, which Developer declares constitute a portion of the "Common Area" defined in Article I, Section 4, of the Restated Declaration:

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All of LAKE OF THE WOODS TOWNHOUSE "SECTION 9," according to Plat thereof recorded at Plat Book 22, Page 85, Public Records of Seminole County, Florida, LESS AND EXCEPT Lots 277 through 304, inclusive.

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8/11/79 JWC

This instrument was prepared by JUSCPH CASH LLO Allumey at Low P. O. Fox 11c.2 - Lampa, Horida 33601

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To: A. E. Blair, 861 Douglas Avenue, Longwood, FL 32750

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Developer intends this instrument to have the same force and effect as if it initially had been incorporated into, and constituted a portion of, the Restated Declaration.

Developer further intends that all of the Annexed Lands be held, sold, and conveyed subject to the easements, conditions, covenants, restrictions, and other provisions contained in the Restated Declaration, which Developer acknowledges are for the purpose of protecting the value and desirability of, and which run with, the Annexed Lands and application of the parties having any right, title, or interest therein, or any portion thereof, their respective the cessors, and assigns, and which inure to the benefit of the Assocation and each Owner, as such terms are defined in the Restated Declaration.

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OPERATION:

This instrument will take effect upon its recordation in the Public Records of Seminole County, Florida. From and after such date, Developer intends that all references to the "Declaration" or the "Restated Declaration of Essements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods" now or hereafter made in any other instruments of public record in Seminole County, Florida, or in the Articles of Incorporation, By-Laws, and other corporate documents of the Association, refer to the Restated Declaration, as amended by this instrument, unless expressly provided otherwise. Except this instrument, unless expressly provided otherwise. Except as amended by this instrument, the Restated Declaration remains in force and effect according to its original terms.

IN WITNESS WHEREOF, Developer has executed this instrument the date stated above.

| SIGNATURE WITNESSED BY: | BMA PROPERTIES, INC. |
|--------------------------|-------------------------------|
| Tanga Thung | By: Seat Dollmer Me President |
| Karen Gielder As to both | Attest: Policie Medica |
| (CORPORATE SEAL) | Becretary (4) |
| STATE OF MISSOURI | |

COUNTY OF TRUESON

The foregoing instrument was acknowledged before me this SED day of MARCH. 1980, by YENT F. TURNER. and ROPELT L. MEEKER. respectively, the MARCH PROPERTIES, INC., a Missouri corporation, on behalf of the corporation.

My Commission expires:

My Commission Expires April 20, 1981

(Affix Notarial Seal)

Charles Dato Durbin

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FILE NUM BOORABB485 ON BOOK 04480 PAGE 1839 į, 1279 576 FIGHTH AMENDMENT TO RESTATED DECLARATION OF EASTRETS, COVENANTS, CONDITIONS, AND ASSISTED REGIONS ARE 97 THE MOODS. . 1 This instructed is the Righth Amendment to the Restated Declaration of Maseries, Covenants, Conditions, and Restrictions Regarding Lake of the Woods described below and is made this off day of May 1800, by PAM PROZERTES, IRO., a Missouri Corporation and the successor by merger to Robas Georgia, Inc., a Missouri Corporation and the successor by merger to Robas Georgia, Inc., a Missouri Corporation and the successor by merger to Rebas Florida, Inc., a Missouri corporation [Fuzzasopar*]. II. LANDA ATTECTED! The lands affected by this instrument are called the "Annexed Lands" and are legally described as: IAKE OF THE WOODS TOWNHOUSE "SECTION 10" succording to Flat thereof recorded at Flat Book 22. Fage 66 Fublic Records of Seminole County, Florida. Congression. 22/86 III. BACKOROVNO: Developer is the successor by marger to Rebma Deorgia, Ino., a Hissouri Corporation, which in turn was the successor by Marger to Rebma Florida, (inc., a Missouri corporation, which recorded in the Public Records of Sasinois County, Fortia, at Official Records Book 1048, [Fags 158, the "Restated Delitaration of Massachus, Covansula, Conditions, and Restrictions and In such Public Records (collectively, the "Restated Delitaration"). Developer accordingly has successed to all rights of Rebma Florida, Ino., as the "Developer" under the Restated Declination. Daysloper hereby dopts, ratifies, and confirms the plat of take of the Woods Townhouse "Eaction low as recorded at Plat Book 22, Page 86, Public Records of Besinole County, Florids, for all purposes in connection with the Restated Declaration and, without limitation, adopts, ratifies, and confirms any and all easements, public or private, established by such plat, all with the same force and effect as if Davolopar had executed and delivered such plat. IV. ADOPTION AND RATIFICATION OF PLATE ú ()KOLTANIKKA .V Developer hereby smands Enhibit "A" to the Restated Declaration by adding the Annaked Lands. Daveloper also amends Enhibit "h" to the Restated Declaration by adding the following lands, which Daveloper declarate constitute a portion of the "Common Area" defined in Article 1, Section 4, of the Restated Declaration: All of LANK OF THE WOODS TOARDOUSE "SECTION I according to Plat thereof recorded at Plat Book 22, Page 36, Public Records of Seminole County, Piorids, LESS AND EXCEPT Lots 305 through 336, inclusive. Benchman Programme (1997) 8/11/79 JWC crossitive Lisaristacioni TOU SCARNING

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FILE NUM 202886485 QR BOOK 04420 PAGE 1840 pevaloper intends this instruction in the same force and effect as if it initially had been incorporated into, and constituted a portion of, the Restated Deplaration.

Devoloper further intends that all of the Angexed Lends he held, sold, and conveyed subject to the easewhete, conditions, covanents, restrictions, and other provisions contained in the Restated Deplaration, which Developer. contained in the Restated Deplaration, which Developer. contained in the Restated Deplaration, which Developer a convoying the yade and desirability of, and which run with, the Annexed Lands and are binding upon all parties having any right, title, or interest therein, or any portion thereof, their respective heirs, successors, and assigns, and which insure to the benefit of the Association and each owner, as such terms are defined in the Restated Deplaration. 279 1577 7 VI. OPERATION:

This instrument will take affect upon its reportation in the Public Records of Seminols County, Florids. Fire and ster such date, Developer intends that all references to the "Declaration" or the "Restated Declaration of Essement, Conditions, and Restrictions Regarding Lake of the Woods" now or hereafter mide in any other instruments of public record in Seminole County, Florids, or in the Articles of incorporation, By-Laws, and other corporate documents of the Association, refer to the Restated Declaration, as amended by this instrument, unless expressly provided otherwise. Except as maneded by this instrument, the Restated Declaration rewains in force and effect according to its original terms.

IN WITHESS MEREOF, Developer has executed this instrument the date stated above. VI. OPERATION: MA PROPERTIES, INC. SIGNATURE WITHESSED BY: AT 160 BOTH AL A STATE OF MISSOURY The foregoing instrument was acknowledged before me this light day of hisy 1980, by A FANT - his and the president and scoretary of MA PORENTIA, INC., a Hissouri corporation, on Dehalf of the corporation. Hy Comission expiras: HOTARY PUBLIC (AFFIR ROTARY AUGUST) Representation of the last CONTRACTOR VER ANSON . ··.; LEGIBILITY UNSATISFACIONY FOR SCANNING

Section 11 Annapote

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NINTH AMENDMENT TO RESTATED LECLARATION OF EASEMENTS, COVENANTS, CONCITIONS, AND RESTRICTIONS REGARDING LAKE OF THE WOODS

I. IDENTIFICATION AND PARTIES:

This instrument is the Ninth Amendment to the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods" described below and is made this loth day of February , 1981, by BMA PROPERTIES, INC., a Missouri corporation and the successor by merger to Rebma Georgia, Inc., a Missouri corporation and the successor by merger to Rebma Florida, Inc., a Missouri corporation ("Developer").

II. LANDS AFFECTED:

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The lands affected by this instrument are called the "Annexed Lands" and are legally described as:

LAKE OF THE WOODS TOWNHOUSE "SECTION 11" according to Plat thereof recorded at Plat Book 20, Pages 1+2, Public Records of Seminole County, Florida.

III. BACKGROUND:

Developer is the successor by merger to Rebma Georgia, Inc., a Missouri corporation, which in turn was the successor by merger to Rebma Florida, Inc., a Missouri corporation, which recorded in the Public Records of Seminole County, Florida, at Official Records Book 1048, Page 1564, the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods" as amended by instruments recorded in such Public Records (collectively, the "Restated Declaration"). Developer accordingly has succeeded to all rights of Rebma Florida, Inc., as the "Developer" under the Restated Declaration.

IV. ANNEXATION:

Developer hereby amends Exhibit "A" to the Restated Declaration by adding the Annexed Lands. Developer also amends Exhibit "B" to the Restated Declaration by adding the following lands, which Developer delcares constitute a portion of the "Common Area" defined in Article I, Section 4, of the Restated Declaration:

All of LAKE OF THE WOODS TOWNHOUSE "SECTION 11," according to Plat thereof recorded at Plat Book 24, Pages 1+2, Public Records of Seminole County, Florida, LESS AND EXCEPT Lots 385 through 450, inclusive.

Developer intends this instrument to have the same force and effect as if it initially had been incorporated into, and constituted a portion of, the Restated Declaration.

Developer further intends that all of the Annexed Lands be held, sold, and conveyed subject to the easements, conditions, covenants, restrictions, and other provisions contained in the Restated Declaration, which Developer acknowledges are for the purpose of protecting the value and

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This instrument was prepared by:
Joseph Castello
HOLLAND & KNIGHT
P. O. Drawer BW
Lakeland, Florida 33802

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desirability of, and which run with, the Annexed Lands and are binding upon all parties having any right, title, or interest therein, or any portion thereof, their respective heirs, successors, and assigns, and which inure to the benefit of the Association and each Owner, as such terms are defined in the Restated Declaration.

V OPERATION

This instrument will take effect upon its recorda-This instrument will take effect upon its recordation in the Public Records of Seminole County, Florida. From and after such date, Developer intends that all references to the "Declaration" or the "Restated Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods" now or hereafter made in any other instruments of public record in Seminole County, Florida, or in the Articles of Incorporation, By-Laws, and other corporate documents of the Association, refer to the Restated Declaration, as amended by this instrument, unless expressly provided otherwise. Except as amended by this instrument, the Restated Declaration remains in force and effect according to its Declaration remains in force and effect according to its original terms.

IN WITNESS WHEREOF, Developer has executed this instrument the date stated above.

| SIGNATURES | WITNESSED | BY: |
|------------|-----------|-----|
|------------|-----------|-----|

BMA PROPERTIES, INC.

(CORPORATE SEAL)

STATE OF 1023 1127 COUNTY OF JEER 1

The foregoing instrument was acknowledged before me day of february , 1981, by Frist Trukkers and Krait I Hiterak , respectively, President and Secretary of BMA PROPERTIES,

the Ch. President and Secretary of BMA PROPERTI

My Commission Expires:

(AFFIX NOTARIAL SEAL)

Kirch Field a Hotory Public Sixta at the Profession My Commission Expires 6-4-83

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FILE NUM 2002866485 OR BOOK 04420 PAGE 1843

TENTH AMERICANT TO RESTATED OCCURATION OF EASEMENTS, COYENANTS, CONDITIONS, AND RESTATE THE WOODS

1. IDENTIFICATION AND PARTICS:

This instrument is the Tenth Amendment to the "Hestated Declaration of Easements, Covenints, Conditions, and Restrictions Regarding Lake of the Woods' described below and is made this 25th day of february, 1923, by BMA PROPERTIES, INC., a Hissouri corporation and the successor to market to Rebus Georgia, Inc., a Hissouri corporation and the successor by reager to Rebus Florida, inc., a Hissouri corporation ("Developer").

II. LANDS AFFECTED:

The lands affected by this instrument are called the "Annexed tands" and are legally described as:

LAKE OF THE WOODS TOMPHOUSE "SECTION 12" according to Plat thereof recorded at Plat Book 26, Pages 68 & 69, Public Records of Seminole County, Florida.

III. BACKGROUND:

Daveloper is the successor by merger to Rebma Georgia, Inc., a Rissouri corporation, which in turn was the successor by merger to Rebma florida, Inc., a Hissouri corporation, which recorded in the Public Records of Saminola County, Florida, at Official Records Pook 1040, Page 1564, the Restrated Declaration of Essements, Covenants, Conditions, and Restrictions Reparding take of the Woods' as amended by instruments recorded in such Public Records (collectively, the "Restated Declaration"). Developer accordingly has succeeded to all rights of Rebma Florida, Inc., as the "Daveloper" under the Restated Declaration.

IV. ANXIXATION:

Developer hereby smends Exhibit "A" to the Restated Declaration by adding the Annexed Lands. Developer also smends Exhibit "B" to the Restated Declaration by adding the following lands, which Davaloper declares constitute a portion of the "Common Area" defined in Article 1, Section 4, of the Restated Declaration:

All of LAKE OF THE MOODS TOMHMOUSE "SECTION 12", according to Plat thereof recorded at Plat Book 26, Pages 68 and 69, Public Records of Seminole County, Florida, LESS AND EXCEPT Lots 451 through 334, Inclusive.

Daveloper intends this instrument to have the same force and effect as if it initially had been incorporated into, and constituted a portion of, the Restated Declaration.

Developer further intends that all of the Annexed Lands be held, sold, and conveyed subject to the essenants, conditions, covenants, restrictions, and other provisions contained in the Restated Declaration, which Developer acknowledges are for the purpose of protecting the value and essimblity of, and which run with, the Annexed Lands and are binding upon all parties having any right, title, or interest therein, or any portion thereof, their respective heirs, successors, and essigns, and which inure to the benefit of the Association and each Duner, as such terms are defined in the Restated Declaration.

This instrument was prepared by:

Joseph Castello J. W. CASTELLO, P. A. 315 Hyde Park Avenue Tarpa, Florida 33506

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FILE NUM ROOZOBG485 OR BOOK 04420 PAGE 1844

V. OPERATIONS

This instrument will take effact upon its recordation in the Public Records of Seminole County, Florids. From and after such date, Devaloper intends that all references to the "Declaration" or the "Restated Declaration of Essements, Covenants, Conditions, and Restrictions Regarding Lake of the Woods' now or hereafter made in any other instruments of public record in Seminole County, Florids, or in the Articles of Incorporation, Bytanis, and other corporate documents of the Association, refer to the Restated Declaration, as amended by this instrument, unless expressly provided otherwise. Except as amended by this instrument, the Restated Declaration remains in force and effect according to its original patents.

with the same of the same and the same contribution of the same of

IN MITHESS SHEREOF, Developer has executed this instrument the date stated above.

Catherine Chares

BY PROJECTIES, INC.

BY Dust By Themas

E, (CORPORATE STAL)

STATE OF THE STATE

The foregoing instrument was acknowledged before so this 15th day of February, 1863, by Thomas F. Thomas and Antica Antica and respectively, the Co., Fresident and Secretary of BM PROPERTIES, INC., a Kissouri corporation, on behalf of the corporation.

Hy Commission Expires:

A Comme 6.4.13

(AFFIX HOTARIAL SEAL)

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DECLARATION OF EMSEMENTS, COVENANTS, CONDITIONS, AND RESTRIC-TIONS REGARDING LAKE OF THE WOODS

THIS DECLARATION, made this 27th day of <u>Pebruary</u>, 1974, by REBMA FLORIDA, INC., a Florida corporation, hereinafter called "Developer,"

WITNESSETH:

WHEREAS, Developer is the scale 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 protration 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

This instruzent propertd by: 7.c. HETCHMSON, JR., PTICTHEY P. O. Praver H Sanford, Plorida, 3877

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run with, said real property and he 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 sold terms are hereinafter more particularly defined.

ARNICLE 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 (1973), 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.

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 Florida corporation, and such of its successors and assigns as shall acquire more than one undeveloped Lot from Bel-Aire Homes, 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.

Section 9. "PHA" means the Federal Housing Administration.

Section 10. "VA" means the Veterans Administration.

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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 Newsloper.

Section 12. "Recorded" means filed for record in the public records of Seminole County, Plorida.

Saction 13. 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 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 Lat, 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 light 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 agercy, 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-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. <u>Delegation of Use</u>. 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 mombers of his family, his tenants, or contract purchasers, provided the foregoing actually reside upon such Owner's Lot.



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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 an 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 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. Ensoments 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 Aren 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 as event shall an easement for encroachment exist if such emproachment is caused by willful misconduct on the part of an Coner, Tenant, or the Association.

Section 5. Antennas. In the event a master television and radio antenna system is installed on the Properties,
no television or radio musts, towers, poles, antennas, aerials,
or appurtenances thereto, shall be erected, constructed, or
maintained on any Lot in such a manner as to be visible from
the exterior of such Lot, except in accordance with the rules
and regulations adopted by the Association.

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 pro-



vided 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 Damage 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 it 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 on any past thereof or of the exterior of the Properties and buildings shall be committed by any Owner or any Tenant or : nvitee of any Owner; and each Owner shall indemnify and hold the Association and other O ners 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.

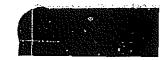
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Section 9. Signs Prohibited. No sign of any kind shall be displayed to the public view on any Lot or the Common Area without the priox written consent of the Association, except customary name and address signs and a lawn sign of not more than five 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 a passenger automobile may be parked on the driveway area appurtenant to each Lot. The Association may designate an area on the Common Area for the parking and storage of vehicles, boats, and trailers, subject to rules and regulations adopted by the Association.

Section 11. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or the Common Area, except that dogs, cats, and other 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.

Section 12. Rubbish. No rubbish, trash, gar-



bage, 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

Construction. Nothing contained in this Declaration shall
be interpreted or construed to prevent Developer, its transferees, or its or their contractors, or sub-contractors, 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 of 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

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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 transferges" 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.

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, pond, or any other body of water situated in whole or in part upon the Common Area, all riparian rights therein shall be appurtenant to 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 provisi in any perd 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 a part of the Common Area and all rights therein shall inure to the benefit of the Association and all Owners.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. 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 or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

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

- with the exception of the Daveloper and shall be entitled to one (1) 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 (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-cwner shall file the name of the voting co-cwner with the Secretary of the Association in order to be entitled to vote at such meeting, unless such co-cwners 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

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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 <u>Harch 1, 1984</u>.

Section 3. <u>Amplification</u>. The provisions of this Declaration are amplified by the Axticles of Incorporation and the By-Laws of the Association; provided, however, no such amplification shall substantially alter or amend any of the rights or 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 Nomeon Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control



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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 and utility installations upon, over, under, and through the Common Area.

Section 2. Exterior Haintenance. In addition to maintenance on 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, trees, shrubs, grass, walks, and other exterior improvements, including patio fences, if any. Such maintenance shall include the mowing and other care of any lawn area on any Lot, except that the Association shall have no duty of maintenance as to any landscaped grounds or lawn area within any enclosed or semi-enclosed patio area on any Lot, nor shall the Association's duty of exterior maintenance extend to glass surfaces, or replacement of exterior doors. Should an Owner neglect or tail to maintain any lawn area or landscaped area within an enclosed or semi-enclosed patio, or neglect to maintain or replace any glass surfaces or exterior doors, then the Association 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 that Owner's Lot. In the event that the need for maintenance or repair is caused by the willful or negligent act of any Owner, or any

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member of any Owner's family or household, or any Owner's guest, invitees, or tenants, then the cost of such main-tenance or repairs shall be added to and become a part of the assessment against that Owner's Lot.

section 3. Services. 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. The Association may arrange with others to furnish water, trash collection, sewer service and other common services to each Lot.

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 5. Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reason-

able 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 6. <u>Implied Rights</u>. 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 effect at the exercise of any right or privileges granted herein.

Section 7. 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 B. veloper, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by ecceptance 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. <u>Purpose of Assessments</u>. 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 annual assessment shall not exceed \$1,200.00 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 annual assessment may be increased each year not more than four percent (4%) above the assessment for the previous year without vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased above

BOOM PAGE SEMINDLE COUNTY FLORIDA

four percent (4%) by a vote of two-thirds (2/3) of each Class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

ments. 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 manbaus or of proxies entitled to cast sixty percent (60%) of all the votes 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. <u>Uniform Rate of Assensment</u>. 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 entablished pursuant to the terms of this Declaration.

Section 7. <u>Developer's Assessment</u>. 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 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 forty percent (40%), nor more than one hundred percent (100%) of the amount hereinabove established against Lots owned by the

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Class "A" dembers 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 shall be forty percent (40%) of the amount hereinabove established against Lots owned by Class "A" members of the Association, other than Developer. Upon transfer of title of a Developer-owned Lot, such Lot shall be assessed in the amount esmablished against Lots owned by the Class "A" members of the Association, prorated as of, and commencing with, the month following the date of transfor 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. <u>Date of Commencement of Annual Assessments</u>. 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 in 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 Cosmon 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. 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 Article, 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 superior to all other liens and encumbrances on such Lot, except only for:

(a) Liens of general and special taxes; and

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- (b) A lien for all sums unpaid on a first
 Mortgage, or on any Mortgage to Developer, duly recorded, including all unpaid obligatory advances
 to be made pursuant to such Mortgage and all amounts
 advanced pursuant to such Nortgage and secured by
 the lien thereof in accordance with the terms of such
 instrument; and
- (c) Construction liens filed prior to the making of such assessment,

Except for said liens of general and special taxes, liens for all sums secured by a first Mortgage, and construction liens as more particularly defined an sub-paragraphs (a) through (c) hereof, all other lienous acquiring liens on any Lot after the recordation of this Declaration 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 organization, such liens. The recordation of this 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 oreated in favor of the Association and the priority there-

BOOK FACE SEMINGLE COUNTY FLORIDA

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 wrive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

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 lion 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

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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 way in its discretion, enter a personal judgment 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. <u>Homestrads</u>. 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 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. Lowever, 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

ARCHITECHURAL CONTROL

Section 1. <u>Architectural Control Committee</u>. 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

SEMPOLE COUNTY FLORIDA

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 _:o"ided.

Section 2. Committee Authority. The Committee shall have full authority to regulate the use and appearance of the exterior of the 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 Committee'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. Alterations. Without limitation of the foregoing, no changes, alterations, additions or attachments of any nature whatsonver shall be made to the exterior of any Lot, including that portion of any Lot not actually occupied by the improvements thereon, except such as are 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 in writing as to harmony of external design and location in relation to surrounding buildings and topography within the Properties by the Architectural Control Committee. The Committee's approval shall not be required of any changes or alterations within a completely enclosed patio area, provided the same are not visible from the Common Area or any adjoining Lot, it being expressly intended that any landscaping within an enclosed patio area which is capable of attaining a height in excess of any patio 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 exterior door or glass surface

BOOK SEMINALE COUNTY FLERION

shall be replaced 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 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 immil remady for such violation.

Section 4. <u>Procedure</u>. 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 Com-





mittee, 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, or 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.

Section 5. <u>Developer Consent</u>. So long as Developer is a member of the Association, regardless of whether such membership is characterized as Class "A" or Class "B" membership, 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

PAITY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the buildings upon the Properties and placed on the divid-



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ing 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 the Owners who make use of the wall in proportion to such use.

Section 3. <u>Destruction by Fire or Other Casualty</u>. 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 shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owners 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 this 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 Runs with Land.



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The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

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ENSURANCE

Section 1. Obligation of Owners. Each Owner shall carry fire and extended coverage insurance on his Lot in the amount of the full insurable value (replacement value) of such Lot, and such policy or policies of insurance shall name the Association as a co-insured to the extent its interest may appear. Within thirty (30) days after acquiring title to a Lot, each Owner shall submit to the Association a certificate evidencing such insurance coverage and providing that the same cannot be cancelled without at least ten (10) days written notice to the Association. The foregoing provision shall be inoperative if, and only if, the Association itself maintains such insurance on such Lot as part of a blanket or master policy insuring all or any portion of the Properties. Such master or blanket coverage may be maintained by the Association on any portion of the Properties, with the written consent of the Owners of all Lots in such portion; and, in such event, the costs of such coverage shall be specially assessed prorata against each Lot enjoying the benefit thereof. Such blanket or master coverage may be maintained by the Association on all of the Properties if approved by three-fourths (3/4) of each



class of members who are voting in person or by proxy at a meeting duly called for such purpose pursuant to notice given not less than thirty (30) days, nor more than sixty (60) days, in advance of such meeting. In such event, the cost of such blanket or master coverage may either be paid from general Association funds or may be specially assessed prorate against each Low within the Properties, in the discretion of the Association's Board of Directors. Notwithstanding the foregoing, no government agency as an Owner shall be required to carry insurance on any Lot.

Section 2. Association's Obligations. The Board of Directors shall provide public liability insurance and casualty insurance covering the Common Area and facilities in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on its officers and employees in such amounts as is determined by the Board of Directors to the necessary or desirable from time to time.

Section 3. <u>Destruction and Reconstruction</u>. In the event of a partial or total destruction of a building or buildings, the same shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within ninety (90) days of the date of the damage or destruction all Owners



agree not to rebuild or repair. On reconstruction, the design, plan and specifications of any building or Lot may vary from that of the original upon approval of the Association, provided however, that the number of square feet of any Lot may not vary by more than five percent (5%) from the number of square feet for such Lot as originally constructed, and the location of the buildings shall be substantially the same as prior to the damage or destruction. In the event any Owner fails to rebuild or reconstruct the building which is located on has Lot pursuant to this Section, then and in such event the Association may undertake said reconstruction or rebuilding and levy a special assessment against such Lot for the cost thereof.

ARTICLE IX

STAGE DEVELOPMENTS AND ANNEXATION

Section 1. Annexation without Association Approval.

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 so long as there is Class "B" membership. 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 amondment hereto executed by Developer without the consent of

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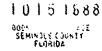
Owners. Until such an amendment is so recorded, no provisions of this Declaration shall be effective as to all or any portion of the lands described in Exhibit "C", nor shall this Declaration constitute a cloud, doubt, suspicion, or encumbrance on the title to said lands.

Section 2. When Association Approval Required. If, within five (5) years from the date of this Declaration, an application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn, and the FHA or VA determines that Developers' detailed plan for the annexed property is not in accordance with the general plan on file with such agency, and either agency so advises the Association and Developer, the annexation of all or any portion of the lands described in Exhibit "C" attached hereto 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 sant to all members not less than sixty (60) days nor more than ninety (90) days in advance of such meeting, setting forth the purpose thereof. At this 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 PHA mortgage insurance or VA mortgage guarantees at any time hereafter.

Section 3. Other Annexations. Annexations of any lands other than those described in Exhibit "C" attached hereto 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.

Section 4. Effect of Annexation. When completed, any nnexation pursuant to this Article shall extend the jurisdiction, functions, duties and membership of the Association to the real property thereby annexed; and the Ownexs of the Lots within the lands described in Exhibit "A" attached hereto shall have equal duties and equal rights in and to the Common Area in the lands annexed with the Owners of the Lots in the annexed lands, and vice versa, except that annual assessments shall not commence as to any Lot in the annexed lands until



the Common Area within the annuxed lands has been conveyed to the Association.

ARTICLE X

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 hexesfter 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 attorney's 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 mestriction therein contained shall in no event be deemed a wniver 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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any hot subject to this Declaration, their respective legal representatives, 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 amen/ment must be properly recorded.

Section 4. PHA/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 Duclaration.

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 Amondment to this Declaration annexing the same.

Section 6. Dedications. In the event any portion of the Common Area is dedicated for use by any public agency, or franchisee thereof, for the purpose of installing utility facilities servicing the Proporties an, over, upon, or under the Common Area, then the provisions of this Declaration shall be inoperative to the extent that they conflict with the terms of such dedication. Each person or entity owning any utility installations in, over, upon, or under the Common Area is fereby granted a right of access over, across, and through the Common Area for the purpose of maintaining, repairing, and replacing the same. Subject to the requirements of Article II, Section 1, of this Declaration, 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.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed the day and year first above

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|---|-----------------------------------|
| SEAL | REBNA PLORIDA, INC. |
| (ORPORATE SEAL) | By that 3. Homes |
| Will Rudel | C7 V (7 Fresident |
| Sweety h, Livetine | |
| STATE OF FLORIDA } COUNTY OF Seminole } | |
| The foregoing inst | rument was acknowledged before me |
| 47th e Robroary | 1074 hu |

this 27th day of February , 1974 by

Kent F. Turner President

of Rebma Plorids, Inc., a Florida

corporation, on behalf of the corporatior.

Notary Public (Affir: Notarial Seal)

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Exhibit "A"

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LAKE OF THE WOODS TOWNHOUSE, SECTION ONE, according to plat thereof recorded in Plat Book 19, page 50. Public Records of Seminole County, Florida.

LAKE OF THE WOODS TOWNHOUS". SECTION TWO, according to plat thereof recorded in Plat Book 19, pages 51 52. Public Records of Seminole County, Florida.

Exhibit "B"

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All areas delineated as "Common Areas" on the Plats of Lake of the Woods Townhouse, Section One, according to plat thereof recorded in Plat Book 19, page Public Records of Seminole County, Florida, and Lake of the Woods Townhouse, Section Two, according to plat thereof recorded in Plat Book 19, pages 51 F 52, Public Records of Seminole County, Florida.

Exhibit "C"

Begin at the East 1/4 corner of Section 19, Township 21 South, Range 30 East, Seminole County, Florida; run thence South 89°37'26" West along the South line of the Northeast 1/4 of said Section 19, a distance of 88%.54 feet; run thence North 00°02'10" East 651.83 feet; thence North 89°58'26" East 226.36 feet; thence North 0°11'05" Bast 808.76 feet; thence South 89°39'27" West 444.78 feet; thence North 37°28'00" East 228.04 feet; thence South 89°39'27" West 100.0 feet; thence North 37°28'00"East 212.21 feet; thence North 0°18'00" West 35.30 feet; thence North 89°42'00" East 325.05 feet; thence South 0°20'00" West 100.00 feet; thence North 89°42'00" East 150.0 feet; thence South 0°20'00" West 728.25 feet; thence Bast 150.0 feet; thence South 0°20'00" West 728.25 feet; thence Bast 1521.75 feet; thence South 1269.90 feet; thence South 127'24" West 119.53 feet; thence South 89°56'18" West 869.3% feet; thence North 71°45'47" West 72.97 feet; thence South 42°03'52" West 30.89 feet; thence South 89°56'18" West 265.0 feet to the Point of Beginning.

Containing therein 80.4130 Acres More or Less

JOSTATE OF FLORIDAGO

DEPARTMENT OF STATE



I, BRUCE A. SMATHERS, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

TABLE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the . 10th. day of January, A.D., 1975, as shown by the records of this office.

GIVEN under my hand and the Great Scal of the State of Florida, at Tallahassee, the Capital, this the ... 3.3 (the day of January,

A.D.; 19 75

SECHETARY OF STATE

CERTIFICATE DESIGNATING PLACE OF DUSINESS OR DOMLCILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON MION PROCESS MAY BE SERVED.

In pursuance of Chapter 48.001, Florida Statutes, the following is submitted, in compliance with said Act:

FIRST-That Lake of the Woods Homeowners association, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at City of Orlando, County of Orange, State of Florida, has named JOSEPH CASTELLO, located at 2600_First Financial Tower, Madison at Ashley, City of Tampa, Colini Hillsborough, State of Florida, as its agent to accept servi of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to . comply with the provision of said Act relative to keeping open said office.

JOSEP

ARTICLES OF INCORPORATION

OF

LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.

We, the undersigned incorporators, all residents of the State of Florida and all of full age, hereby associate ourselves together and make, subscribe, acknowledge and file with the Department of State of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida.

ARTICLE I

Hame

The name of this corporation is LAKE OF THE WOODS HOWEOWNERS ASSOCIATION, INC., hereafter called the "Association."

ARTICLÉ II

Office

The initial principal office of this Association is located at 2699 Lee Road, Orlando, Florida, which office may be changed from time to time by action of the Board of Directors.

6/6/74 DWC 12/19/74 JWC

- 1 -

ARTICLE III

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within all or any portion of the following described tract of land situate in Seminole County, Florida:

Begin at the East 1/4 corner of Section 19, Township 21 South, Range 30 East, Seminole County, Florida; run thence South 89° 37' 26" West along the South line of the Northeast 1/4 of said Section 19, a distance of 883.54 feet; run thence North 00" 02' 10" East 651.83 feet; thence North 89° 38' 26" East 226.36 feet; thence North 0° 11' 05" East 808.76 feet; thence South 89° 39' 27" West 444.78 fret thence North 37° 28' 00" East 228.04 feet; thence South 89° 39' 27" West 100.0 feet; thence North 37" 28' 00" East 633.72 feet; thence North 89° 42' 00° East 212.21 feet; thence North 0° 18' 00" West 15.80 feet; thence North. 89° 42'.00" East 325.05 feet; thence South 0" 20' 00" West 100,00 feet; thence North 89° 42' 00" East 150.0 feet; thence South 0° 20' 00" West 728.25 feet; thence East 1321.75 feet; thence South 1269.90 feet; thence South 61' 27' 24" West 119.53 feet; thence South 89" 56' 18" West 869.38 feet; thence North 71" 45' 47" West 72.97 feet; thence South 42° 03' 52" West 30.89 feet; thence South 89 56 18 West 265.0 feet to the Point of Beginning.

Containing therein 80.4130 Acres More or Less.

and any additions thereto as may hereafter be brought with-In the jurisdiction of this Association; and the purposes of this Association shall include, without limitation of the foregoing, provision for the maintenance, preservation, and architectural control of the residence lots and Cornon Area as may now or hereafter be created by the recordation in the Public Records of Seminole County, Florida, of that certain "Declaration of Easements, Covenants, Conditions, and Restrictions Regarding Lake of the Hoods" as the same from time to time may be amended as therein provided (which Declaration, and all amendments thereto now or hereafter made, are hereafter collectively called the *Declaration*) and within any additions to the above described property as may hereafter be brought within the jurisdiction of this Association. For the foregoing purposes, this Association is empowered to:

- (a) exercise all of the powers and privileges, and to perform all of the duties and obligations, of this Association as set forth in the Declaration; the terms and provisions of which are here incorporated by reference; and
- (b) fix, levy, collect and enforce payment of by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses

incident to the conduct of the business of this
Association, including all licenses, taxes or governmental charges levied or imposed against the property of this Association; and

- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of this Association; and
- (d) (borrow money, and with the assent of twophirds: (2/3) of the votes of each class of members,
 gracetyage, pledge, deed in trust, or hypothecate any
 cor all of its real or personal property as security
 (for money borrowed or debts incurred; and
 - of this Association's property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, no such dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast not less than two-thirds (2/3) of the votes of each class of members, agreeing to such dedication, sale or transfer; and

- (f) Participate in mergers and consolidations with other non-profit corporations organized for Eimilar purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of each class of members; and
- ance with the provisions of the Declaration, with such annexations, when completed in accordance with the provisions of the Declaration, extending the jurisdiction, function, duties, and membership of this corporation to the real property thereby annexed; provided, however, that where the Declaration requires that certain annexations be approved by this Association, such approval must have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of such meeting to be given to all members at least sixty (60) days in advance, setting forth the purpose of the meeting; and
- (h) from time to time adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots and the Common Area, as defined in the Declaration, which rules and regulations shall be consistent with the rights and duties established

by the Declaration and with the provisions of these Articles of Incorporation; and

- (i) have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise; and
- (j) cause the exteriors of the residence lots
 to be maintained, as provided in the Declaration.

No part of the net earnings of the Association shall inure to the benefit of any member within the meaning of Section 501(c)(7) of the Internal Revenue Code of 1954, nor shall the Association engage in any other activity prohibited by such section, unless expressly authorized here-

ARTICLE IV

Every person or legal entity who holds legal title of record to any undivided fee simple interest to any Lot which is subject by the provisions of the Declaration to assessment by this Association shall be a member of this Association, including contract sellers, but excluding all other persons or entities who hold an interest in any Lot morely as security for the performance of an obligation. An Owner of more than one

Buch Lot shall be entitled to one membership for each such Lot owned by him. Hembership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the provisions of the Declaration.

XRTICLE V

Voting Rights

This Association shall have two classes of voting rembership:

CLASS A. Class A members shall be all Owners (as defined in the Declaration), and shall be entitled to one vote for each Lot owned; provided, however, so long as there is Class B membership, the Developer (as defined in the Declaration) shall not be a Class A member. When more than one person holds an ownership 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. 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 this Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

CLASS 3. The Class D member(s) shall be the Developer, and shall be entitled to three (3) votes for each Lot owned.

The Class D member this will coase and be converted to Class

(A membership on the happening of either of the following events,

- (a) when the total votes outstanding in the Class
 λ membership equal the total votes outstanding in the
 Class B membership; or
 - (b) on March 1, 1984.

Assessments, fees, and other charges levied or imposed by this Association need not be uniform, but may vary between Class A and Class B members, in the manner provided in the Declaration.

ARTICLE VI

Board of Directors

Directors, who med not be members of the Association whall be managed pirectors, who med not be members of the Association. The number of Directors may be changed by amendment to the By-Laws of this Association but shall never be less than three (3).

The members of the Association of Classes

Principle of Classes

Principle of Classes

Principle of Classes

**Association of

A membership on the happening of either of the following events, whichever occurs earlier:

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

Association need not be uniform, but may vary between Class
A and Class B members, in the manner provided in the Declaration.

ARTICLE VI

Board of Directors

by a Board of Directors initially composed of three (3)
Directors, who need not be members of the Association. The
number of Directors may be changed by amendment to the By-Laws
of this Association but shall never be less than three (3).
From and after the annual meeting immediately following the
expiration of Class B membership in this Association, the Board
shall at all times be composed of at least nine (9) Directors.
At all times, the members of the Board of Directors shall consist of an odd number and shall be divided as equally as the
number of Directorships will permit into three (3) classes:

Class A, Class B, and Class C. The term of office for all irrectors chall be three continues of the initial Class A Director(s) shall expire at the tennual meeting next ensuing, the term of office of the initial Class B Director(s) shall expire one (1) year thereafter, and the term of office of the initial Class C Director(s) shall expire two (2) years thereafter. The names and addresses of the persons who are to act in the capacity of Directors until their successors are elected and qualify, unless they sooner thall die, resign, or are removed, are:

NAME

ADDRESS

CLASS A DIRECTOR

Armand Blair

2699 Lee Road Orlando, Florida

CLASS B DIRECTOR

Nick Castellano

2699 Lee Road Orlando, Florida

CLASS C DIRECTOR

Daniel Stein

2699 Lee Road Orlando, Florida

It is the intent of these Articles that, at all times hereafter, the Directors shall be classified as to term of office in the manner hereinabove provided for the initial Board, so that, as

nearly as the number of directorships will permit, one-third (1/3) of the Directors of this Association shall be elected at each annual meeting of this Association.

ARTICLE VII

Officers

The names and addresses of the Officers of
this Association who, subject to these Articles and the
By-Laws of this Association and the laws of the State of
Florida, shall hold office for the first year of the existence
of this Association, or until an election is held by the
Directors of this Association for the election of Officers,
if earlier, and until their successors have been duly elected
and qualify, unless they sooner die, resign, or are removed,

ME OFFICE

ADDRESS

Roy T. Dye

2699 Lee Road Orlando, Florida

Vice President

President

Daniel Stein

2699 Lee Road 'Orlando, Florida

Treasurer

Armend Blair

2699 Lee Road Orlando, Florida

Secretary

Armand Blair

2699 Lee Road 'Orlando, Florida

ARTICLE VIII

Subscribers

The name and residence addresses of the subscribers to these Articles of Incorporation are as follows:

MAME

Joseph Castello

Armand Blair

Roy T. Dyc

ADDRESS

.2600 First Financial Tower Tampa, Florida

2699 Lee Road Orlando, Florida

2699 Lee Road Orlando, Florida

ARTICLE IX

Dissolution

This Association may be dissolved with the assent given in writing and signed by members entitled to cast not loss than two-thirds (2/3) of the votes of each Class of members and upon such approval, if any, as may be required by Article XIII hereof. Upon dissolution of this Association,

other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any member or other private individual.

ARTICLE X
Duration

This Association shall exist perpetually.

ARTICLE XI

By-Laws

The By-Laws of this Association shall be initially adopted by the Board of Directors. Therefore, the By-Laws chall; becaltered or rescinded by a majority vote of a quorum of the present at any regular or special secting of the membership; duly called and convened, except that the Federal Housing Administration (FIIA) or the Vetorans Administration (VA) shall have the right to veto amendments while there is the state of an application for FIIA partiage insurance way to be membership if an application for FIIA partiage insurance may be membership if an application for FIIA partiage insurance may be because the beginning for any tot subject togethe Declaration.

other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any member or other private individual.

ARTICLE >

Duration

This Association shall exist perpetually.

ARTICLE XI

By-Laws

The By-Laws of this Association shall be initially adopted by the Board of Directors. Thereafter, the By-Laws shall be altered or rescinded by a majority vote of a quorum of members present at any regular or special meeting of the membership duly called and convened, except that the Federal Housing Administration (FHA) or the Veterans Administration (VA) shall have the right to veto amendments while there is Class B membership if an application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn for any Lot subject to the Declaration.

ARTICLE XII

Amendments

Any amendment of these Articles shall be proposed by any member of this Association at any regular or special meeting of the membership duly called and convened and shall require the agrent of the members entitled to cast seventy.

If the particle of the total votation because the country of the total votes cligible to be cast by the Class "B" membership at any regular or special meeting of the membership duly called and convened, plus such approval, if any, as may be required by Article XIII hereof.

ARTICLE XIII

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 an
explication for FMA mortgage insurance or VA mortgage guarantees has been made and not withdrawn for any Lot subject
to the Declaration: annexation of additional properties,
mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution, and amendment of those Articles.

ARTICLE XIV

Interpretation

Express reference is hereby made to the terms and

provisions of the Declaration where necessary to interpret construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the Intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles and of the Declaration be interpreted, construed, and applied so as to avoid inconsistencies or conflicting results. Without limitation of the foregoing, the following terms shall have the same meaning in these Articles as such terms have in the Declaration: "Association," "Owner," "Properties," "Common Area," "Lot," *Developer, * *FHA, * *VA, * and *Recorded.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 19th day of December, 1974.

JOSEPH CASTELLO

LIMAND BLATE

STATE OF PLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27 day of December, 1974, by JOSEPH CASTELLO.

My Cormission Expires: 1912 Land Seption Steph 30, 1912

(Affix Notarial Seal)

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me 31 day of December, 1974, by ARMAND BLAIR. this

"Hy Commission Expires: · Hotary Public. State of Florida at Large. My Commission Expires Nov. 20, 1377

NOTARY PUBLIC (Affix Notarial Seal)

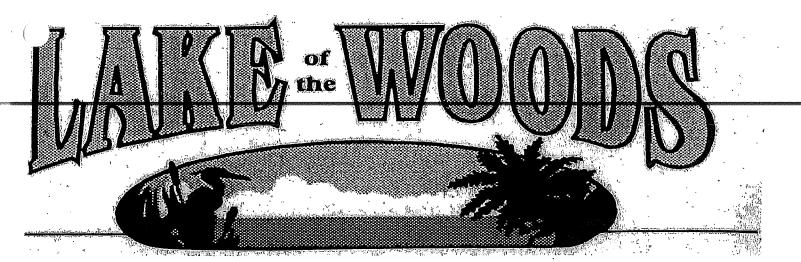
STATE OF FLORIDA COUNTY OF OWYNCE

The foregoing instrument was acknowledged before me

day of December, 1974, by

My Commission Expires: Notzry Public, State of Fibrals My Commission Explices floy, 20, 1977,

NOTARY PUBLIC (Affix Notarial Seal)



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.

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

- <u>Section 1.</u> "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.
- <u>Section 6.</u> "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 ember 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

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 ail.

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.

<u>Section 7. Voting for Board of Directors</u> 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).

<u>Section 4. Compensation.</u> 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.

<u>Section 2.</u> <u>Election.</u> 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.

<u>Section 3.</u> <u>Quorum.</u> 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 ritten 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. <u>Duties.</u> 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
 - 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

<u>__ection 1.</u> 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.

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

<u>Section 3.</u> 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.

<u>Section 4.</u> <u>Special Appointments.</u> 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.

<u>Section 5.</u> 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) <u>President.</u> 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) <u>Vice President.</u> 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) <u>Secretary.</u> 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) <u>Treasurer.</u> 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

<u>Section 1.</u> <u>Architectural Control Committee.</u> 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.

<u>Section 2. Official Records of the Association</u>: 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)
- (1) 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 ljudication, 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 it 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

<u>Section 1.</u> 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.

<u>Section 2.</u> 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 hall 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 ffect 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 certily that the foregoing, consisting of | () pages, constitutes the current By-Laws of |
|---|--|
| LAKE OF THE WOODS HOMEOWNERS ASSOC | · |
| Declaration of Easements, Covenants, Conditions an | |
| recorded in O.R. Book 1048 at Page 1564 et seq., Pu | ablic 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 | |
| COUNTY OF SERVINOLES | |
| Thereby certify that on this day, before me, an officer dake acknowledgments, personally appeared (name), Association, Inc. and he acknowledged before me the personally known to me as identification. | Secretary of Lake of the Woods Homeowners |
| WITNESS my hand and official seal in the State and Co 20 | ounty last aforesaid thisday of, |
| · · · · · | |
| This instrument prepared by: | Name of Manager |
| Name, Secretary | NOTARY PUBLIC |
| Lake of the Woods Homeowners Association, Inc. | My Commission Expires: |
| 300 Carolwood Point | |
| Fern Park, FL 32730 | |

CERTIFICATE

| LAKE OF THE WOODS HOMEOWNERS ASSO Declaration of Easements, Covenants, Conditions recorded in O.R. Book 1048 at Page 1564 et seq., subsequently amended. | and Restrictions Regarding Lake of the Woods as |
|--|---|
| 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 | |
| Ahereby certify that on this day, before me, an office take acknowledgments, personally appeared (name Association, Inc. and he acknowledged before me personally known to me as identification. | e), Secretary of Lake of the Woods Homeowners |
| WITNESS my hand and official seal in the State and 2011. | County last aforesaid this <u>10</u> day of <u>June</u> , |
| | • |
| This instrument prepared by: Name, Secretary Lake of the Woods Homeowners Association, Inc. 300 Carolwood Point | Name of Manager NOTARY PUBLIC My Commission Expires: |
| Fern Park, FL 32730 | Span Mallon |
| | MARY MCCOLLOM Notary Public - State of Florida My Commission Expires May 17, 2012 Commission # DD 784031 Bonded Through National Notary Assn. |

RESTATED BY-LAWS

OF

LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC. March 25, 2004

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

- <u>Section 1.</u> "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.
- <u>Section 4.</u> "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.
- <u>Section 6.</u> "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

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

<u>Section 1.</u> <u>Annual Meetings.</u> 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 not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or By-Laws or for any 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.
- (c) For election of members of the Board of Directors, homeowners shall vote in person at a meeting of the homeowners or by a ballot that the homeowner personally casts.

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.

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 need not be members of this 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. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association present at any regular or special meeting provided the members be given 30 days notice in advance. In the event of the death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board, and shall serve until the next annual meeting of the members at which time a successor shall be duly elected by the members for the unexpired term, if any.
- <u>Section 4.</u> 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.

<u>Section 2.</u> 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

- <u>Section 1.</u> 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 five (5) days in advance.
- 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.
- 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 or resident, upon seven (7) days advance written notice, will be recorded on the agenda for any meeting so that he may speak on any subject germane to the operation of the Association. A member or resident 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.

<u>Section 6.</u> 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 invitees, or both, to use the recreational facilities and other common areas and 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 because of the failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.
- 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 will be\$50 for first recurring violation, and \$100 for second recurring and succeeding violations. Violators will be warned once prior to a fine being imposed. No fine shall exceed \$1,000.
- (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 be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of 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 thirty (30) 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 16 through 21, 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 16 through 21, 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 Treasurer 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:
 - (A) A Capital Assets Fund, which shall be considered capital contributions to the Association for expenditures to be made for:
 - 1. replacement of property installed by the developer as part of the common area and
 - 2. acquisition of personal property needed to maintain common areas. This fund will be segregated from other funds of the Association.
 - (B) 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.

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

<u>Section 3.</u> 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.

<u>Section 4.</u> 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.

<u>Section 5.</u> <u>Resignation and Removal.</u> 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.

<u>Section 6.</u> <u>Vacancies.</u> 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) <u>President.</u> 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) <u>Vice President.</u> 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) <u>Secretary</u>. 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.
- (d) <u>Treasurer.</u> 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; prepare an annual budget and a statement of income and expenditures and balance sheet to be presented 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 of him by the Board.

ARTICLE X

Committees

<u>Section 1.</u> <u>Architectural Control Committee.</u> 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
 - (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 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 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 for access. 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.

<u>Section 2. Official Records of the Association</u>: 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 I 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.

ARTICLE XII

<u>Assessments</u>

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 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 judgement for unpaid expenses hereunder shall be maintainable without foreclosure or waiving the lien securing the same.

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 in the Association served thereby and their lessees, guests and invitees 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 subsection (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 homeowners 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 a homeowners association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with the bylaws, any owner may apply to the circuit court that has jurisdiction over the community served by the homeowners association. At least thirty (30) days before applying to the circuit court, the owner 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 it 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

<u>Section 1.</u> 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.

<u>Section 2.</u> 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 judgement, 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 ASS | OCIATION, INC. established Pursuant to The Restated |
| · · · · · · · · · · · · · · · · · · · | s and Restrictions Regarding Lake of the Woods as Public Records of Seminole County, Florida and as |
| Dated at Fern Park, Florida the day of | , 2004. |

George Geans

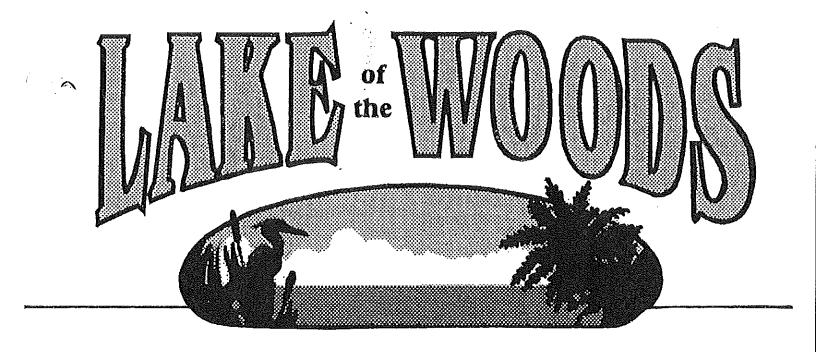
Lake of the Woods Homeowners Association, Inc. 300 Carolwood Point Fern Park, FL 32730

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 George Geans, 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.

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

Karen G. Poleyeff
NOTARY PUBLIC
My Commission Expires:



Lake of the Woods Homeowners Association, Inc.

By-Laws

Revised March 26, 2002

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

RESTATED BY-LAWS OF MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY
BK 04413 PG 0648
CLERK'S # 2002881885
RECORDED 05/21/2002 03:25:08 PM
RECORDING FEES 69.00

LAKE OF THE WOODS HOMEOWNERS ASSOCIATION March 26, 2002

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

- <u>Section 1.</u> "Association" shall mean and refer to LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.
- <u>Section 2.</u> "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

- <u>Section 1.</u> <u>Annual Meetings.</u> 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 not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or By-Laws or for any 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.
- (c) For election of members of the Board of Directors, homeowners shall vote in person at a meeting of the homeowners or by a ballot that the homeowner personally casts.

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.

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 need not be members of this 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.

3

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association present at any regular or special meeting provided the members be given 30 days notice in advance. In the event of the death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board, and shall serve until the next annual meeting of the members at which time a successor shall be duly elected by the members for the unexpired term, if any.

<u>Section 4.</u> 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 five (5) days in advance.

<u>Section 2.</u> 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.

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.

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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 or resident, upon seven (7) days advance written notice, will be recorded on the agenda for any meeting so that he may speak on any subject germane to the operation of the Association. A member or resident 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 invitees, or both, to use the recreational facilities and other common areas and 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 because of the failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.
- 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 will be\$50 for first recurring violation, and \$100 for second recurring and succeeding violations. Violators will be warned once prior to a fine being imposed. No fine shall exceed \$1,000.
- (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 be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of 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 thirty (30) 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.

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- (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 assessments 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.
- (b) 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;
- cause the Common Area to be maintained as provided in Article IV, Rights & Obligations of the Association, pages 16 through 21, of the Covenants, Conditions & Restrictions Regarding LAKE OF THE WOODS;
 - cause the exterior of the dwellings to be maintained as provided in Article IV, Rights
 & Obligations of the Association, pages 16 through 21, 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 Treasurer 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:
 - (A) A Capital Assets Fund, which shall be considered capital contributions to the Association for expenditures to be made for:
 - 1. replacement of property installed by the developer as part of the common area and
 - 2. acquisition of personal property needed to maintain common areas. This fund will be segregated from other funds of the Association.
 - (B) 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.
- <u>Section 4.</u> <u>Special Appointments.</u> 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.
- <u>Section 6.</u> <u>Vacancies.</u> 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.

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

- (a) <u>President.</u> 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) <u>Vice President.</u> 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) <u>Secretary</u>. 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.
- (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; prepare an annual budget and a statement of income and expenditures and balance sheet to be presented 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 of him by the Board.

ARTICLE X

Committees

<u>Section 1.</u> <u>Architectural Control Committee.</u> 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

- (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 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 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 for access. 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.

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- (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.

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 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 judgement for unpaid expenses hereunder shall be maintainable without foreclosure or waiving the lien securing the same.

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

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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 in the Association served thereby and their lessees, guests and invitees 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 subsection (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 homeowners 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 a homeowners association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with the bylaws, any owner may apply to the circuit court that has jurisdiction over the community served by the homeowners association. At least thirty (30) days before applying to the circuit court, the owner 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 it 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 judgement, 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 16 day of Mag, 2002.

Harry H. Rainey

Lake of the Woods Homeowner's Association, Inc.

300 Carolwood Point Fern Park, FL 32730

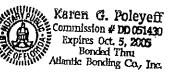
STATE OF FLORIDA COUNTY OF SEMINOLE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Harry H. Rainey, 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 /6th day of 1000.

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

Karen G. Poleyeff
NOTARY PUBLIC
My Commission Expires:



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

Revised February 2009

INTRODUCTION

These rules and regulations have been promulgated in accordance with the revisions 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 and we ask for your cooperation and compliance.

Prohibition of Damage 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 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 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 his/her 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.

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

Revised February 2009

DEFINITIONS

"BOARD OF DIRECTORS" means the Board of Directors of the Homeowner Association.

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

<u>"DECLARATION"</u> 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.

<u>"GUEST OR INVITEE"</u> means any person visiting an Owner or Resident who is not himself an Owner or Resident.

<u>"HOMEOWNER ASSOCIATION"</u> means Lake of the Woods Homeowner 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, Chp. 617 and 720.

<u>"LOT"</u> means any plot of land shown upon any recorded subdivision map or plat of the Property, 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.

<u>"RECREATION CENTER"</u> means any and all recreation facilities owned or controlled by the Association including the clubhouse, pools, tennis courts, playground area and pavillion, basketball court, shuffleboard court, 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.

OBLIGATIONS AND RESPONSIBILITIES

Owners, Residents, Guests or Invitees 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 or Invitees, 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.

SALE OF PROPERTY

It is the seller's responsibility to provide a Disclosure Summary to the buyer. (See Section VII, Exhibit A.)

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 Homeowner 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 Homeowner 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 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 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 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.

Failure to comply with these Rules and Regulations will result in any or all of the following actions by the Board of Directors or the Manager acting on their behalf: Warnings, suspension of recreation center privileges, 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.

NON-SUFFICIENT FUNDS CHECKS

Non-sufficient funds or return checks from homeowners will be charged \$20 or 5%, whichever is greater. This amount will be added to the assessment.

DELINQUENT ASSESSMENTS

Assessments are due the 1st of each month and a late fee of twenty-five dollars (\$25.00) shall be levied 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.

<u>ADMINISTRATIVE OFFICES</u>

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.

HOMEOWNER ASSOCIATION MAILING ADDRESS

The mailing address for the Homeowner Association and Manager is as follows: 300 Carolwood Point, Fern Park, FL 32730.

SECTION I

GENERAL RULES

NOISE

- 1. No Owner, Resident, Guest or Invitee shall create any noise of such volume or duration that it will disturb others. Be considerate of your neighbor.
- 2. No Owner, Resident, Guest or Invitee 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 Invitee, 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.

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.
- 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 to these provisions can be made from time to time and shall apply to the community as a whole. 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 include but are not limited to the following:

Appliances; dead 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> in a respectful manner. Recommended displaying flag from a bracket attached to the garage or carport. In addition, any homeowner may also display one (1) <u>Florida State</u> Flag in a respectful manner. One (1) flag from any of <u>Armed Services</u> may be displayed on a military holiday.

HOLIDAY DECORATIONS

Valentine's Day decorations may be displayed from February 1st through February 17th. St. Patrick's Day decorations may be displayed from March 3rd through March 20th. Easter / Passover decorations may be displayed from two weeks prior to one week after holiday. July 4th decorations may be displayed from June 27th through July 7th. Halloween decorations may be displayed from October 15th through November 3rd. Christmas / Hanukkah decorations may be displayed from November 22nd through January 10th of the following year. 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.

ANY SIGN IN VIOLATION WILL BE REMOVED FROM THE PROPERTY.

PETS

- 1. Pets are <u>never</u> permitted in the clubhouse, pool, playground, tennis courts or fishing pier.
- 2. All pets (dogs and <u>cats</u>) must be on a leash and attended to within the developed area of the property, per Seminole County Animal Services, Chp. 20 Ordinances Pertaining to Animals.
- 3. No Owner, Resident, Guest or Invitee shall permit, either willfully or through a failure to exercise due care and control, 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, Chp. 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 Manager's office for inspection.
- 5. No Owner, Resident, Guest or Invitee shall feed, offer food (except bird feeders) or leave food that may attract stray animals of any description.

VIOLATION OF THE ABOVE PROVISIONS WILL BE SUBJECT TO WARNING AND FINE, AS PROVIDED FOR IN THE INTRODUCTION TO THESE RULES AND REGULATIONS.

GARBAGE AND TRASH DISPOSAL

- 1. Garbage and trash are collected at residents' expense by a contractor.
- 2. Garbage and trash 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 and put out of sight 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.

HOMEOWNER ASSOCIATION EMPLOYEES

- 1. No Owner, Resident, Guest or Invitee shall, under any circumstances, attempt to direct the work of or reprimand any employee of the Homeowner Association or any other party working under the supervision of the Manager, nor shall be engage such employee or other party in conversation with respect to the quality or scope of his work.
- 2. Any, and all, criticism of the Homeowner Association's employees shall be made in writing and addressed to the Manager of the Homeowner Association, except criticism of the Manager, which shall be directed to the President or a member of the Board for delivery to the President.
- 3. No Owner, Resident, Guest or Invitee shall request that any Homeowner Association employee perform personal services during such employee's normal working hours, including break time and lunch hour.
- 4. Any violation of the foregoing rules shall subject the violator to the various fines and penalties prescribed in the Introduction to these Rules and Regulations.

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 AND CLUBHOUSE

<u>Summer Hours</u> - May 1st through September 30 - 9 A.M. to 9 P.M. Tuesday through Sunday, and 1 P.M. to 9 P.M. Monday.

Winter Hours - October 1 through April 30th - 10 A.M. to 8 P.M. Tuesday through Sunday. CLOSED ON MONDAY

(Whenever a holiday falls on a Monday the recreation area will observe regular hours and close on Tuesday.)

HOURS OF OPERATION OF EXERCISE ROOM

Summer Hours – May 1st through September 30 – Same hours as Pool & Clubhouse.

Winter Hours – October 1st through April 30th – Same hours as Pool & Clubhouse except on Mondays when Exercise Room will be open from 9 A.M. to 3 P.M.

HOLIDAY CLOSINGS

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

HOURS OF OPERATIONS FOR POOL, CLUBHOUSE & EXERCISE ROOM ARE SUBJECT TO CHANCE BY BOARD OF DIRECTORS.

ENFORCEMENT OF RULES AND REGULATIONS

- 1. The Board of Directors of the Homeowner Association has directed the 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 rules by owner, resident, guest or invitee 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 rule, 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 the Association considers closed, will be fined and privileges suspended for 60 days.
 - 4. Resident must show recreation pass upon entering Recreation area and registering.

CLUBHOUSE ATTIRE

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

GUEST OR INVITEE POLICY FOR USE OF RECREATION CENTER FACILITIES

- 1. A household may entertain no more than <u>four (4)</u> Guests or Invitees per day in the use of the recreation center and clubhouse facilities on <u>weekdays</u>.
- 2. On <u>weekends</u>, the number of Guests or Invitees for each household is limited to two (2) per day. This restriction on weekends applies only during the period from May 1st to Sept. 1st. Management may authorize up to 4 guests or invitees on weekends if, in management's judgment, pool area capacity will permit without interfering with Residents' use.
- 3. It is the responsibility of each Owner or Resident to register, in person, each of his Guests or Invitees on their first visit to the recreation center. The length of the expected visit should be specified. The Manager may place further limitations on the number of guests or invitee visits to the swimming pool whenever use approaches the capacity limits. Guests may not use the facilities without approval and full knowledge of the entertaining resident. Each household may enjoy the facilities with guests they are presently entertaining.
- 4. Each Owner or Resident will notify the manager in writing of Guests or Invitees 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.
 - 5. Only Owners or Residents are authorized to register Guests or Invitees.
- 6. Residents under age 16 may not register Guests or Invitees unless arrangements are made by the adult resident.
- 7. Employees of the Lake of the Woods Homeowner Association may not be sponsored as Guests or Invitees in the use of the recreation center and clubhouse facilities.
- 8. All Guests or Invitees must observe the rules and regulations governing use of the recreation center.

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 or invitees.
 - 7. Age limit for darts and 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 and their Guests or Invitees. 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.

FISHING PIER

- 1. Use of the pier is limited to fishing or sitting and relaxing activities deemed appropriate by management, by Owners, Residents and their Guests or Invitees.
- 2. Minors under age 10 may use the fishing pier **ONLY** when accompanied and supervised by a person age 18 or older.
- 3. Use of the pier is <u>limited</u> to either fishing or sitting and relaxing, or for activities deemed appropriate by the Manager.

PRIVATE PARTIES - USE OF CLUBHOUSE

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 Manager's office.

SECTION III

COMMON AREAS

The Common Areas of Lake of the Woods are all real property owned by the Homeowner 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 Homeowner 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 and may not use the facilities as a Guest or Invitee or otherwise for the period the residence remains rented.

PERMITTED ACTIVITIES

- 1. All Common Areas: Foot traffic by Residents and their Guests or Invitees, except where access is restricted by fences or signs.
- 2. All Streets and Paved Areas: Vehicular traffic, subject to a 15 mile-per-hour speed limit and other implied or explicit traffic regulations.

PROHIBITED ACTIVITIES:

- 1. Sunbathing, barbecuing, ball playing, Frisbee throwing or contact sports, other than at the Recreation Center under the regulations in Section Π.
 - 2. The use of chairs or lounges on the Common Area.
 - 3. The use of the Fishing Pier for activities other than fishing.
- 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.

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: Residents must show Recreation Pass as requested, by the staff for admittance to the facility.

- 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 a parent or legal guardian has signed an Authorization and Release in the form established by the Homeowner Association.
- 2. Minors over age 10 and through age 14 who are not accompanied and supervised by a person age 18 or older must demonstrate swimming proficiency to recreation staff before being allowed use of the swimming pools.

GENERAL RULES FOR USE OF POOL

- 1. Use 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 <u>only</u> 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 throwable objects are permitted in the pool area.
- 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 arms, and is used for instructional purposes.
- 12. Flotation devices for therapeutic or health reasons shall be allowed upon notifying the staff of such intended use. Doctors 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.

ALL THE ABOVE AND POSTED POOL RULES MUST BE OBEYED

USE OF ALCOHOLIC BEVERAGES IN OR AT RECREATION CENTER FACILITIES

A. POOL AND POOL AREA

1. Use of alcoholic beverages in the pool and pool area is prohibited at all times.

B. ALL OTHER AREAS OF THE RECREATION CENTER

- 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.

VIOLATIONS OF THE ABOVE PROVISIONS WILL BE SUBJECT TO WARNING AND FINE AS PROVIDED FOR IN THE INTRODUCTION TO THESE RULES AND REGULATIONS.

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 parking in the Recreation Center parking lot is prohibited from 2:00 A.M. until 7:00 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 vehicle must be kept in the garaged area, or carport area, of each resident's home. A commercial vehicle is defined as any vehicle 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 of the property.
- 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 five (5) hours between 2:00 A.M. 7:00 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, vehicle description and license plate numbers, must be displayed on the dash. Employees of a "For Profit" business do not qualify.
- 5. Guests may park in the Recreation Center parking lot. Parking in the Recreation Center parking lot is prohibited from 2:00 A.M. until 7:00 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 parking lot, if a note is left on the vehicle dash listing Owner's name and 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 RV's, including motor homes, travel trailers, boats and all other trailers anywhere on the streets, common areas and grassed areas of the properties is prohibited except in the garage or carport of each lot. 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 and 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 service. 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 can not stick out into street; not side by side.

- 3. <u>Handicap parking</u> spaces may be used when bringing, or picking up, handicapped persons using the Clubhouse facilities. If the car does not have a handicap license plate, or other proper identification indicating use by a handicapped person, a permit must be obtained from the office and displayed when the car is parked in such space. However, momentary parking for the loading or unloading of the vehicle will be permitted.
- 4. Directors or staff may place warnings on vehicles parked illegally and will notify the Manager of such action.

ENFORCEMENT

ANY VEHICLE PARKED IN VIOLATION OF THE FOREGOING RULES AND REGULATIONS MAY BE TOWED AND STORED AT THE OWNER'S EXPENSE, OR MAY BE SUBJECT TO FINES WHERE THE FLORIDA STATUTE REFERRED TO BELOW IS NOT APPLICABLE. Signs are placed at each entrance to the property in compliance with Florida Statute Section 715.07.

First Offense:

Warning

Second Offense:

\$100.00 Fine

Third Offense:

Tow

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 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 Manager. Final approval or disapproval is the decision of the Board. Listed are a <u>few examples</u> of alterations: Iron gates, enclosing screened porches, adding exterior lighting, rain gutters, ridge vents.

Covenants Running with the Land are required on structures to be installed by the owner and on areas designated as part of Association responsibility. Covenant is filed with Seminole County at the homeowners expense. Example includes roof vents, satellite dishes on roof or enclosed porches.

<u>Porch enclosure procedures</u> - There will be 2 inspections hold points for future enclosures: one when framing is completed and another at final completion. Owner to call and notify management that they are ready for inspection; inspection to be completed within 3 days of completion points. Enclosure specks 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.

<u>Downspout</u> elbow extension on rear homeowner installed gutters to be no more than 18" out from drip-line; automatic approval with form.

Owners may make alterations that would otherwise be prohibited by Lake of the Woods' Documents or Rules, when the alterations are necessary to <u>accommodate disabilities</u>. 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 sign 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 lists are available at LOWHA office.

- 1. No trees, shrubs, vines, flowers, grass 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 Board, except as indicated in Paragraphs 4 and 5 below.
- 2. No person other than assigned Homeowner Association employees 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 Board.
- 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 Board.
- 4. Edging/border materials shall be maintained and may be either red brick or scalloped cement products designed for such uses (colors white, green or red) and located only as shown in the drawings. (See Section VII, Exhibit "B") Also approved borders are Suncast Border stone in gray and Suncast Poly Pound-in edging in brick. Wood or plastic edging may not be used because of deterioration of wood and appearance of plastic.
- 5. No hanging baskets are permitted outside of the courtyard. Terra cotta color flowerpots are allowed within 18" drip-line in rear of property.
- 6. Maple units are allowed to install a shrubbery to grow 48" high screen across the rear recessed courtyard area to allow for homeowner to have plants and/or patio type furniture only; grills or other personal items are NOT allowed. This would apply to the 10' by 23.5' rear courtyards for 2 interior units on the older buildings and the rear courtyards that are 8' by 12'. Landscape application will have to be filed for Building and Grounds Committee approval to install shrubs. Shrubs shall be within the building line and are to be maintained by owners. If not maintained, it is understood that LOW will do what is necessary to maintain the area and the owner will be billed. Refusal to pay will mean removal of the shrubs by LOW and possible legal action for payment.
- 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.

EXHIBIT "A"

LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.

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.
- 5. Association members are not obligated to pay land use fees or rent for use of recreational or other commonly used facilities. However, a \$250 deposit is required to rent the auditorium (usage fee \$100 + tax) and a \$100 deposit is required to rent the Blue Room (usage fee \$25 + tax) for private social use. A \$5 key deposit is required for use of the tennis courts.
- 6. 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 |

LAWN EDGINGS AND PLANTINGS EXHIBIT B

CERTIFICATE

I hereby certify that the foregoing, consisting of <u>20</u> 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 the eighteenth day of February, 2009.

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

STATE OF FLORIDA COUNTY OF SEMINOLE

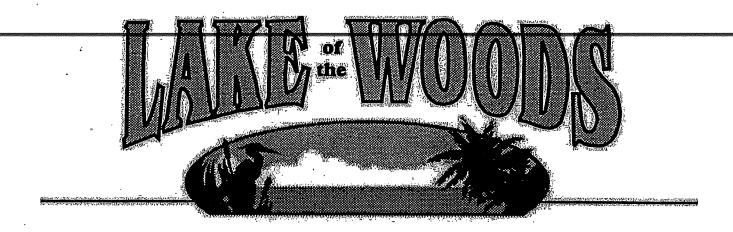
I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Doris Huskey, Secretary of Lake of the Woods Homeowners Association, Inc. and she acknowledged before me that she executed the foregoing document. She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

WITNESS my hand and official seal in the State and County last aforesaid this eighteenth day of February, 2009.

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

Donna Stodtko NOTARY PUBLIC My Commission expires:

SEAL



LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.

POLICY AND OPERATIONS MANUAL

REVISED MARCH 2012

THIS MANUAL SUPERSEDES ANY PREVIOUS POLICIES AND PROCEDURES MANUAL PUBLISHED BY LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.

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LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.

POLICY AND OPERATIONS MANUAL

March 7, 1983

April 12, 1988

June, 1993

January, 1994

October, 1996 R&R

May, 1997 By-Laws

November, 1997 By-Laws (Fines)

November, 1997 R&R (Fines)

June, 1998 R&R (Fines)

May 1998 R&R (Parking)

May 2001 By-Laws

May 2001 Rules & Regulations

December 2001 (Auditorium Rental)

January 2002 (Chart of Accounts)

March 2003 (Chart of Accounts) (Pages 22,31,55 - 58, 61, 62, 63 & 63A)

June 2004 (Chart of Accounts) (Pages 23,24, 31, 32, 45, 46, 55-58, 63-1)

April 2008
Chart of Accounts, Rules & Regulations,
August 2008
September 2008
January 2012

March 2012

Incorporated June 2011 By-Laws and Rules and Regulation

RELATIONSHIP OF THE BOARD OF DIRECTORS TO THE INDIVIDUAL HOMEOWNERS

And

PLANNED COMMUNITY PURPOSES, SCOPE, AND

<u>APPLICATION</u>

Section I

RELATIONSHIP OF THE BOARD OF DIRECTORS TO THE INDIVIDUAL HOMEOWNER

HOMEOWNER PARTICIPATION

The Homeowners' Association is much stronger than is the case with a typical civic association and it has larger and more complex areas of responsibility. It cannot turn to the full membership for most decisions necessary to manage the Association's affairs. A wise and prudent Board, however, will keep lines of communication open to the membership, will listen to the opinions of and be aware of the "pulse" of the community.

CREDIBILITY AND VISIBILITY

Two important elements of Board administration are credibility and visibility. The first is attained through prompt and judicious handling of matters pertaining to the operations of the Association. Secondly, guidelines soundly adhered to will secure and maintain the respect and visibility of the Board's position.

HOMEOWNER ATTENDANCE AT BOARD AND COMMITTEE MEETINGS

It is the intent of the Association that all Board and Committee meetings defined in this Operations/Policy manual are open and may be attended by any resident. Constructive recommendations and suggestions from the attendees for improvement of the Association are welcome. These may be made directly, in person, or in writing at any time. Residents attending Board or Committee meetings who have not been scheduled on the agenda may be recognized by the chairperson to speak about any subject, which is before the Board or committee provided time is available, the subject is germane, and the procedure is in good order.

FIDUCIARY RESPONSIBILITIES

To protect the assets of the Association, it may be necessary for the Board to act quickly and decisively. The fiduciary responsibilities of the Board will dictate that it makes decisions which at times, may be unpopular.

Fiduciary responsibilities of the Board also dictate that it be concerned with the escalation of the cost of providing services required by the Association. Each request for an increase in the level of maintenance, additional recreation services or facilities, improvements or beautification to the common area, add or change employee benefits, etc., has a price tag. While any request may appear to be reasonable, the Board must evaluate the sum total of these requests and the collective impact on the homeowner assessment.

PLANNED COMMUNITY PURPOSES, SCOPE, AND APPLICATION

A Homeowners' Association such as Lake of the Woods is a planned community.

A planned community is composed of two elements:

- (1) Individually owned (fee simple) units which are attached horizontally or vertically, or are completely detached; and
- (2) Property and improvements which are for the common use of all property owners in the development. Examples of common property are entrance areas, streets, swimming pools, tennis courts, playgrounds, golf courses, parks, etc. An important distinguishing characteristic of this type of development is that title to the common property is vested in a mandatory membership homeowners association. The association has the responsibility of managing the common property for the good of all property owners. This type of property ownership is based on common law and statutory law.

FL statue Chapter 720 gives statutory recognition to corporations not for profit that operate residential communities in this state to provide procedures for operating homeowners' associations, and to protect the rights of association members without unduly impairing the ability of such associations to perform their functions.

Common law recognizes that real property can be subjected to a set of covenants, conditions, and restrictions (CC&Rs) that run with the land and govern the use of the identified property; therefore, each portion of property or individually-owned unit is subject to these restrictions. These same restrictions and FL statue Chapter 720 allow the association to do the following; assess charges against individual units for maintenance and other expenses in regard to common elements, enforce property use restrictions, impose and foreclose liens upon units for failure to pay assessments, etc.

Generally homeowner associations are incorporated as corporations not for profit and therefore must comply with chapters 607, 617, and 720 FL Statutes relating to corporation not for profit. Statutes 607 and 617 are very generalized since they apply to all types of corporations organized for different purposes whereas FL Statute 720 pertains only to HOAs. Florida laws relating to corporations include provisions for the following: general powers of corporations; registered officers and agents; liability of subscribers, directors; bylaws; meetings (places, frequency, and notice requirements); voting rights; incorporation; dissolutions, etc.

Board and Committee members should be familiar with the provisions of statutes 607, 617, and 720.

MANAGEMENT OF THE ASSOCIATION Section II

MANAGEMENT OF THE ASSOCIATION

BOARD OF DIRECTORS

The management of the Lake of the Woods Homeowners Association is vested in a Board of Directors to be elected by the members. The Board elects its own officers annually. A complete definition of the powers and duties of the Board will be found in the By-Laws of the Lake of the Woods Homeowners Association. In addition to the statements in the By-Laws (article VIII) the activities of the Board of Directors encompass the following:

- 1. Establishing sound financial policy and keeping proper records.
- 2. Approving legal action against owners who fail to pay assessments.
- 3. Establishing, publicizing and enforcing community rules and penalties.
- 4. Selecting an auditor and, as necessary, an attorney.
- 5. Employing a management agent, independent contractors or employees and prescribing their duties.
- 6. Enforcing architectural control.
- 7. Appointing committees and cooperating with them in their work.
- 8. Overseeing the development of recreational, social, cultural and educational programs to meet the needs and interests of members.
- 9. Sending adequate notice of assessment changes and of meetings requiring votes to all members.

RESPONSIBILITIES

The Board of Directors is concerned with establishing policies and procedures and has a fiduciary responsibility which may not be delegated. These items are to be in accordance with FL Statutes and the Association's governing documents. To insure this compliance, 30 days after being elected or appointed to the Board, each newly elected member or appointed director shall certify in writing to the Secretary of the Association that he or she has read the Association's Declarations, Articles or Incorporation, By-Laws, Rules and Regulations and current written policies. Certification Letter is available from the office.

A director who fails to timely file the written certification is suspended from service on the Board until he or she complies with the requirement. The Secretary shall cause the Association to retain the director's certification for 5 years after a director's election.

The Board may temporarily fill the vacancy during the period of suspension.

The Board must not become immersed in the day-to-day operations of the Association. The Board holds the Association Manager responsible for the operation of the Association, the supervision of the Association employees and contract services if used. The Board exercises supervision and direction of the Association Manager through the President of the Board in accordance with the wishes of the Board.

BOARD MEETING PROCEDURES

All meetings of the Board of Directors shall be held in the customary location, e.g. the LOW Clubhouse auditorium, unless proper notification regarding the alternative location, is provided to the membership in accordance with the rules for special Board meetings. In no event shall "poling" by telephone or email be considered a substitute for a meeting of a quorum of Directors, in person, nor shall any action taken by other than voting in person at a properly noticed meeting be considered an official action by the Board of Directors.

STAFFING

The staffing outlined in this section is not intended as absolute staffing. Time, budgetary constraints and circumstances will determine staffing at any given time. Whenever the staffing mix and supporting elements are to include contract services for certain elements of the overall management effort, the inescapable fact remains that someone or some contract service or a combination will perform the management functions of the management agent. It follows then, that the management agent, no matter what combination of contract services are utilized, is the ultimate association manager and is responsible to the Board for the entire management function.



BOARD CERTIFICATION LETTER

| BOARD OF DIRECTORS | DATE |
|---|---|
| Welcome, as a Director with Lake of the Woods I nine members of the Board of Directors. | Homeowners Association, you are one of the |
| As a Director, to insure compliance, each newly excertify in writing to the Secretary of the Association Declarations, Articles of Incorporation, Policy/Op Regulations and all current written policies. | on that he or she has read the Association's |
| Please sign this form, after you have read all docu Secretary. | ments, and then turn this form into the Board |
| NAME | DATE |

ASSOCIATION MANAGER

Function

The Association Manager carries out all administrative functions of the Association and executes its policies, rule, regulations, and procedures in accordance with the governing documents.

The Association Manager advises the Board of Directors on all management operations and services and is responsible to the Board of Directors for all the duties and task assigned to him/her.

Supervision

Supervision of the Association Manager will come from the Board of Directors through the President or the President's designee.

Duties

- 1. Recommends changes to the Association Documents and established guidelines to the Board of Directors and Committee Chairpersons in conjunction with promulgated legislative changes and legal counsel opinions.
- 2. Responsible for all personnel functions, which include but are not limited to: hire, promote, demote, supervise, review and terminate employees of the association.
- 3. Responsible for timely payments of unemployment, insurance, withholding, and social security taxes, federal, state and other tax obligations and payroll.
- 4. Prepare annual budget in collaboration with Treasurer and Finance committee for submission to the Board of Directors. Implements approved budget and may recommend changes to the Board at any time during the fiscal year as necessary.
- 5. Prepare monthly report of Association's fiscal financial report and operation status.
- 6. Responsible for the purchasing of supplies, materials, and equipment within the Annual Operating Budget. Issues checks from operations account for payment of bills up to \$500; checks over \$500 must be co-signed by a Board member with signature authority.
- 7. Responsible for inspecting the entire common area of the association to ascertain that all properties are maintained in accordance with LOWHA regulations and all construction has been done satisfactorily and to County Code. This will include area streets, residential building exteriors, recreation facilities, maintenance area and performance of all contracts and Association Personnel. This is a priority requirement.

- 8. Arranges for and acquires permits and licenses required for operation of association.
- 9. Formulate and distribute information regarding Associations matters through newsletter and/or special notices of Board meetings, annual homeowners meeting according to the required time frame.
- 10. Makes recommendations to the Board that would improve operational and administrative policies of Associations.
- 11. Assists Board and Committees with establishing Association's overall goals and objectives.
- 12. Maintain high profile with homeowners and residents.
- 13. Solicits competitive proposals annually, such as: painting, insurance, cleaning services, etc. Make recommendations for awarding service contracts. Reports all incidents of gratuities of value over \$50 from any vendor or contractor to the Board of Directors.
- 14. Advises and works with Association committees by consulting with them in matters pertaining to their functions.
- 15. Responsible for all Association-issued parking permits.
- 16. Authorizes auditorium usage, rental, and post inspections.
- 17. Acknowledge all correspondence from homeowners within 10 working days of receipt.
- 18. Maintains up to date inventory of all Association owned property: furniture, office and maintenance equipment, vehicles, etc.
- 19. Responsible for overseeing the preparation and distribution of the monthly newsletter.
- 20. Ensures that all administrative records, including membership, financial, operating records and association property inventory are properly maintained for the Association with the support of the Office Manager.
- 21. Performs other tasks that the Board of Directors may assign consistent with the legal documents of the Association.

Requirements .

- 1. Licensed by State of Florida as a Community Association Manager (CAM) and maintain active license
- 2. Prefer College Degree in Business Management, Finance/Accounting.
- 3. Minimum of 3-5 years experience in Homeowners Association Management preferably in multiple property portfolio or on-site management of at least 300+homes.
- 4. Executive and administrative experience with special emphasis on budget preparation, financial management, and management of on-site personnel.
- 5. Familiar with Florida Statutes, contract negotiations, policy and procedure development and implementation.
- 6. Skilled in interpersonal communication and management in routine and difficult circumstances.
- 7. Maintain a dress code of professional and appropriate office attire.

OFFICE MANAGER

Function

The Office Manager shall carry out accounting and administrative business duties in support of the Association Manager and the Board of Directors. Will be responsible for coordinating the general functions of the office. Will be responsible for daily and monthly financial and administrative activity. Supervises the Recreation Department personnel. Will ensure that all records and documents of the Association are maintained and up-to-date.

Supervision

The Office Manager will report to the Association Manager.

Duties

Basic Office Procedures

- 1. Receive incoming telephone calls and respond to same with appropriate answers or information.
- 2. Acknowledge residents, guests or other callers who visit the business office, answer questions and provides requested information.
- 3. Compose routine correspondence: Late letters, Intent to Lien letters, Lien Process letters, Building & Grounds letters, various Committee Reports, Violation letters, etc.
- 4. Register homeowners' complaints, write work orders and take necessary action to address problems. Will coordinate action items with Maintenance or Recreation Supervisors.
- 5. Help prepare and compile monthly Board packets. Attend monthly Board meeting when requested.
- 6. Read and route incoming mail.
- 7. Locate and attach appropriate file to correspondence to be answered.

- 8. Order materials and supplies from vendors to support clubhouse maintenance, recreation and office needs.
- 9. Perform other duties that the Association Manager may assign.
- 10. Prepare monthly Maintenance, grounds and irrigation work order reports for Association Manager.

Social Connections

- 1. Update calendars for bulletin board, office and newsletter.
- 2. Issue special parking permits.
- 3. Handle reservations for all auditorium/facility uses.
- 4. Update the unit records when owners and/or residents change and coordinate with the Social/Sunshine Committee.
- 5. Prepare periodic telephone directory revisions for distribution.
- 6. Updates Association website.
- 7. Responsible for formatting and preparing Lake of the Woods Newsletter. Prepare mailing labels for mailing of newsletter to out of town owners and monthly advertisers. Coordinate with advertisers.

Financial

- 1. Process financial & accounting information and maintain accurate records and files of the Association.
- 2. Provide reports to Audit Committee. Prepare Investment Report and summary financial statements for the Finance Committee.
- 3. Prepare all vendor invoices for payment, attach backup, assign account code, have Association Manager approve invoices, enters data into computer and generate vendor checks twice a month.
- 4. Process all accounts receivable (e.g. assessments, fees, interest, fines) apply entries to accounting system by lot number and prepare bank deposits when necessary. Post pre-paids, apply credits, and assure ACH monthly assessment payments are received. Ensure all accounting information is maintained up-to-date for homeowner accounts.
- 5. Run mid-month and end of month aging reports of unpaid assessments, invoice late fees and send notices as needed.
- 6. Maintain checkbook records and reconcile same with bank statements. Prepare Cash Proofs. Initiate funds transfers when needed. Make appropriate journal entries for reserve accounts.
- 7. Assist Association Manager with Annual Budget review and preparation.
- 8. Prepare and file monthly, quarterly and year end tax payments and reports.

Payroll & Personnel

- 1. Prepare weekly time cards for employees for Association Manager's review and approval. Process payroll. Make journal entries for appropriate tax disbursement to various departments.
- 2. Conduct job applicant screening, background checks and drug screening in the process of hiring personnel. Set-up and maintain personnel file.

Requirements:

- 1. High school diploma or GED.
- 2. Basic computer, typing and bookkeeping skills
- 3. Excellent telephone skills.
- 4. Exhibit excellent communication and interpersonal skills and ability to be a facilitator and problem solver.
- 5. Able to work well on own initiative, be self motivated and dependable.

RECREATION DEPARTMENT TASK LEADER

Function

The Recreation Department Task Leader shall monitor the activities in the pools, deck areas, exercise room, game room, auditorium, outdoor recreation areas, and will enforce the rules and regulations of these areas during the designated hours of operation. The Recreation Department task leader will designate duties as needed and verify policies and procedures are being enforced.

Task Leader

Recreation Department Task Leader will report to the Office Manager during office business hours.

<u>Duties</u>

- 1. Verify daily that the equipment in the filter/pump house and clubhouse is in proper operating condition.
- 2. Perform scheduled chemical testing and cleaning of the pools and deck area as required. Maintains a daily log of chemical tests and cleaning.
- 3. Prepare monthly work schedule for the Recreation Department. Ensure there is full personnel coverage during hours of operation.
- 4. Keep inventory on Pool and Recreation supplies and reports supplies as needed to Office manager.
- 5. Train Recreation Assistants.
- 6. Perform other duties the Office Manager may assign.
- 7. Upon departure secures access gate, building, and sets alarm.
- 8. Garbage/trash cans to be taken to curbside Monday & Thursday evenings before closing facilities.
- 9. Updates data monthly on meeting signs located in six locations.

Requirements

- 1. Shall have a high school diploma or GED.
- 2. Certified by Seminole County as a swimming pool operator.
- 3. Exhibit excellent communication and interpersonal skills and ability to be a facilitator and problem solver.
- 4. Work well on own initiative, be self motivated and dependable

RECREATION DEPARTMENT ASSISTANT

Function

The Recreation Department Assistant shall monitor the activities in the pools, deck areas, exercise room, game room, auditorium, outdoor recreation areas, and will enforce the rules and regulations of these areas during the designated hours of operation.

Supervision

Recreation Department Assistant will report to the Recreation Department Task Leader or Office Manager during business office hours.

Duties

Schedule of daily duties and work schedule will be posted in the Recreation Office. This schedule will be reviewed and followed daily.

- 1. Upon opening the facility the Recreation Assistant will ascertain that the entire recreational complex is clean and all equipment is in safe and operating condition. This includes the clubhouse facilities and auditorium. The entire facility will be inspected at least hourly during winter operating hours. During summer hours the pool will be checked at 15 minute intervals.
- 2. Check Pool temperature at 9:00 am and 2:00 pm and post on bulletin board.
- 3. Verify that all individuals using the recreation facilities are L.O.W. residents or their guests and that all properly registered at the recreation office.
- 4. Advise the Recreation Supervisor when supplies are needed and any repair or replacement of recreation equipment is required.
- 5. Enforce rules of dress, conduct, and use of all equipment.
- 6. Issue special parking permits and write work orders after the administrative offices are closed (see attached sample).
- 7. Monitor private parties held in the auditorium and verify that the area is clean, including the entrance foyer and bathrooms, after parties are completed. Private parties held in the auditorium <u>must</u> conclude by midnight. Use Auditorium Checklist Form to inspect auditorium areas before and after events and attach checklist to Auditorium Application and submit to the Business Office.
- 8. The Recreation Assistant closing for the night will ensure that the clubhouse and all recreational facilities are clean and properly secured.
- 9. Verify tennis court gate is locked no later than 10:00 P.M.
- 10. Clubhouse gate leading to the playground area is locked at dusk.
- 11. Perform other duties the Supervisor or Office Manager may assign.
- 12. Set-up auditorium and tear-down for all parties, events and meetings.
- 13. Upon departure secure building, access gate and set alarm.
- 14. Updates data monthly on meeting signs located in six locations.

Requirements

- 1. A high school diploma or GED.
- 2. Exhibit excellent communication and interpersonal skills and ability to be a facilitator and problem solver.
- 3. Work well on own initiative, be self-motivated and dependable.

BUILDING MAINTENANCE SUPERVISOR

Function

The Building Maintenance Supervisor shall be responsible for all exterior building maintenance and repairs, maintenance building upkeep and repairs, and weekly inspection of common areas. Work with commercial contractors to support painting and roofing of buildings. Advise the Association Manager of any noted discrepancies or deviations from contract specifications. Train and supervise Maintenance Assistants.

Supervision

The Building Maintenance Supervisor will report to the Association Manager.

Duties

- 1. Perform maintenance work required to building exteriors including: siding, fascia, window framing; courtyard fence repairs; minor emergency roof repairs; minor emergency courtyard gutter repairs; minor emergency irrigation repairs.
- 2. Prioritize daily work orders for efficient use of manpower and daily work hours.
- 3. Verify that all vehicles are serviced and in a safe and operable condition. Report to the Association Manager any discrepancy or repairs needed.
- 4. Bring to the attention of the Association Manager any exterior areas of homes or common grounds areas that need maintenance.
- 5. Perform other duties as directed by the Association Manager.

Requirements

- 1. A high school diploma or GED.
- 2. Experience in building construction and exterior repairs; knowledge of irrigation piping repairs; and be proficient in the use of all necessary equipment used in the maintenance function.
- 3. Excellent communication and interpersonal skills and ability to be a facilitator and problem solver.
- 4. Work well on own initiative, be self motivated and dependable.

BUILDING MAINTENANCE ASSISTANT

Function

Assist the Building Maintenance Supervisor with all exterior building maintenance and repairs; upkeep and maintenance of the maintenance building; inspection of common areas; and any other daily tasks as assigned to him/her.

Supervision

The Building Maintenance Assistant shall report to the Building Maintenance Supervisor.

Duties

- 1. Perform maintenance work required to building exteriors, courtyard fencing, minor emergency roof repairs, and maintenance and cleaning of courtyard gutters as required.
- 2. Assist with maintaining equipment and vehicles. Will report to the Building Maintenance Supervisor if repairs are needed.
- 3. Assist with upkeep and maintenance of the interior and exterior of the maintenance building.
- 4. Will perform other duties as directed by the Building Maintenance Supervisor.

Requirements

- 1. Experience in basic building construction and repairs, minor irrigation piping repairs, and be familiar with tools and equipment required in the maintenance function.
- 2. Good communication and interpersonal skills and ability to be a facilitator and problem solver.
- 3. Work well on own initiative, be self motivated and dependable.

IRRIGATION TECHNICIAN

Function

The Irrigation Technician shall be responsible for irrigation inspection and repairs. On occasion, when required will perform exterior grounds and landscape duties.

Supervision

The Irrigation Technician will report to the Association Manager.

Duties

- 1. Check irrigation systems and components for proper operation.
- 2. Recommend necessary repairs and updates.
- 3. Inspect and program of each irrigation time clock
- 4. Run and inspect each zone
- 5. Locate and inspect each valve
- 6. Repair all main line breaks and lateral line breaks
- 7. Repair or replace all rotor and spray heads and mainline breaks
- 8. Install or repair clocks, valves and wiring
- 9. Fill injection pump tanks with chemical

Requirements:

- 1. A high school diploma or GED
- 2. Experience in grounds maintenance; knowledge of irrigation piping
- 3. repairs; and be proficient in the use of all necessary equipment used in the
- 4. irrigation function.
- 5. Excellent communication and interpersonal skills and ability to be a facilitator and
- 6. problem solver.
- 7. Work well on own initiative, be self motivated and dependable.

EMPLOYEE PERFORMANCE EVALUTION

Each employee's performance shall be evaluated twice a year, preferably in April and October. These reviews are critical in determining justification for merit increase, dismissal, or counseling Merit increases must be presented to the Finance Committee for budget consideration and to the Board of Directors for approval.

The Association Manager's performance will be evaluated by the President and two others including a board member selected by the President. The other employees' performance will be evaluated by their respective supervisor and reviewed by the Association Manager

All evaluations will be dated and signed by all parties involved.

If the evaluation is detrimental, the employee may at his or her election reply in written form to the Association Manager, President, and or the Board of Directors.

All evaluations will be documented.

Evaluation forms will be maintained in the employee's personnel file as a permanent record.

EMPLOYEE HANDBOOK

Welcome Aboard

This handbook will acquaint you, as a member of the Lake of the Woods team, with the policies of the Lake of the Woods Homeowners Association (LOWHA or the Association). It outlines the duties and responsibilities of the job you were hired to perform.

It explains the basic benefits that you may enjoy and some of the rules and regulations you are expected to observe. Nothing stated or implied is intended as a contract or guarantee of employment.

The Association hopes your tenure with us will be long and mutually satisfactory.

PERSONNEL POLICY AND PROCEDURES

INTRODUCTION

Job descriptions for Association employees appear in the Policy and Operations manual.

For administrative purposes all functions of the Association Manager are identified as Office, Grounds and Landscaping, Building Maintenance and Recreation (Clubhouse and amenities.)

All functional areas described above are under the control of and supervised by the Manager, who in turn is responsible to the Board of Directors for all employees' work reviews, safety contract services and employee work scheduling, communication with residents and inspection/review of the Association complex.

LOWHA requires a background check including a screening for illegal substances and a criminal history check spanning a period of seven years.

LOWHA does not permit nepotism in hiring.

FUNCTIONAL AREA RESPONSIBILITIES

Office - the administrative and data processing functions of LOWHA. These functions include but are not limited to accounts receivable, accounts payable, payroll, fee collection, record keeping and paperwork flow.

Grounds & Landscape - the inspections, upkeep and mowing of lawns and common areas, the fertilization and insect control of lawns, shrubs and trees; the mulching of flower beds and replacement of sod; the proper operation and maintenance of the irrigation system.

Building Maintenance - the replacement or repairs of the exterior of each unit as provided by the CC&R's and other work as assigned.

Recreation - the daily maintenance, cleaning and upkeep of the pools, pool deck, outdoor furniture, outdoor area of the Clubhouse, tennis courts, playground area and all appurtenant equipment;

monitoring and keeping order in the pool area, exercise and game rooms, fishing pier, clubhouse, etc., with notice to the Association Manager of any disciplinary action needed; advising of the need for repair or replacement of equipment or furniture.

EQUAL EMPLOYMENT OPPORTUNITY

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, and other aspects of employment, on the basis of race, color, religion, sex or national origin. The law covers applicants to and employees of most private employers, state and local governments and public or private educational institutions. Employment agencies, labor unions and apprenticeship programs also are covered.

AGE

The Age Discrimination in Employment Act of 1967, as amended, prohibits age discrimination and protects applicants and employees 40 years of age or older from discrimination on account of age in hiring, promotion, discharge, compensation, terms, conditions, or privileges of employment. The law covers applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations.

WAGES

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment. The law covers applicants to and employees of most private employers, state and local government and educational institutions. Labor organizations cannot cause employers to violate the law. Many employers not covered by Title VII, because of size, are covered by the Equal Pay Act.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, prohibits discrimination on the basis of disability, and protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, and other aspects of employment. The law also requires that covered entities provide qualified applicants and employees with disabilities with necessary reasonable accommodations that do not impose undue hardship. The law covers applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations.

EMPLOYEE CLASSIFICATIONS

All LOWHA employees are classified according to the characteristics of their jobs. This classification determines the eligibility for benefits and also how you are paid. When you are hired you will be told what your classification will be.

You will be classified as:

- 1. <u>AN EXEMPT EMPLOYEE</u> one who is exempt from the overtime provisions of the "Wage and Hour Law", and is paid on a straight salary basis; or
- 2. <u>A NON-EXEMPT EMPLOYEE</u> one who is not exempt, and is paid for overtime (in excess of 40 hours per week).
 - a. <u>A FULL-TIME EMPLOYEE</u> one who fills a permanently established position and who works 35 or more hours per week. Supervisory employees are eligible for all Association benefits in accordance with the specific eligibility requirements of the individual benefits; or
 - b. <u>A PART-TIME EMPLOYEE</u> one who fills an established job and works a minimum of 15 hours per week. Part-time employees are not eligible for life insurance, health insurance, sick leave, vacation or holiday benefits. Exceptions: Recreation employees will be paid time and a half on holidays; or
 - c. <u>A TEMPORARY EMPLOYEE</u> one who is hired for a specific period of time. Temporary employees are not eligible for benefits.

Drug testing and Criminal Background checks shall be performed. If a person starts work prior to LOWHA, receiving the results of the drug test and a criminal background check, the new employee must sign an acknowledgement stating that if results are not acceptable, employee understands that employment will be immediately terminated.

INTRODUCTIONARY PERIOD

New employees of LOWHA are on an introductory status for 90 days.

The Association Manager will determine if the new employee has fulfilled the requirements of the introductory period and will conduct a written performance review with the employee.

After successful completion of the period, you will be able to accrue and/or participate in benefits in accordance with employment status.

HOURS OF OPERATION

MAINTENANCE EMPLOYEES

The working day for all maintenance employees is 7:30 A.M. to 4:00 P.M. There is a 30 minute lunch period "off the clock" from 12:00 P.M. to 12:30 P.M.

In the event of inclement weather, at the discretion of the Manager, maintenance employees may be dismissed for the day and will be paid for hours worked.

RECREATION DEPARTMENT EMPLOYEES

The Recreation Department has variable hours depending on the season. Always refer to current times as defined in the Rules & Regulations June 2011 or as posted at the clubhouse.

SUMMER HOURS - From May 1 through September 30 the pool and clubhouse are open from 9:00 A.M. until 9:00 P.M. Monday through Sunday. If holiday falls on Monday, pool is open regular hours.

WINTER HOURS - From October 1 until April 30, the pool, game and exercise rooms are open from 9:00 A.M. until 8:00 P.M., Tuesday through Sunday. Pool is closed on Mondays. The exercise room is open on Mondays 9:00 A.M. to 4:30 P.M.

<u>Holiday Closing</u>: The club house and pool shall be close New Year's Day, Thanksgiving, and Christmas.

NOTE: During Winter hours when a holiday is observed on Monday, the recreation area will observe regular hours for the holiday and close Tuesday of that week.

OFFICE AND MANAGEMENT PERSONNEL

The office will be open for business as stated in the Rules and Regulations.

ATTENDANCE AND PUNCTUALITY

All of the maintenance work is performed by schedule. You are an important element of these schedules. You are expected to report for work on time. Excessive absenteeism and lateness disrupt the working schedules and place an unfair burden on your fellow employees and your supervisor.

Unsatisfactory attendance will also have an adverse effect on your future and may result in disciplinary action, including suspension and/or termination.

PAYDAY AND TIME RECORDS

You will be paid by check in weekly pay periods. For all hours worked or compensation due from Wednesday through Tuesday, you will be paid on the following Thursday.

Maintenance employees are required to use the time clock in the maintenance building. All other employees will use the time clock in the recreation area.

You should not clock in earlier than 10 minutes before the start of your work day nor clock out later than 10 minutes after the end of the work day unless overtime is authorized by the Association Manager.

Failure to use the time clock properly may result in loss of hours; repeated failure will result in suspension. Any employee who is late three (3) times will receive a warning which will be placed in their personnel file. Two warnings will, at the discretion of the Association Manager, be cause for termination.

Employees will sign their time cards at the end of the pay period and their time will be verified by the Association Manager.

PERFORMANCE REVIEWS

Performance reviews will take place in April and October for all employees.

WAGE POLICY

Employees will be hired at an established hourly rate or salary. After the 90 day period a performance and wage review will be made. Future reviews will be in April and October and merit increases will be considered.

<u>OVERTIME</u>

Non-exempt employees must work in excess of 40 hours during a pay period to be eligible for overtime. All overtime must be authorized in advance by the Association Manager and will be paid at 1 ½ times the hourly rate.

INSURANCE

At the initial time of employment, LOWHA extends a offer of medical insurance and life insurance coverage to all full-time employees. Full-time employees will be eligible for insurance coverage at the end of the introductory period. An annual enrollment period opportunity will be provided for those full time employees wishing to modify their benefit selection. Dependents are eligible for contributory coverage on the same date as the employee.

The Association Manager will provide you with the necessary applications and upon acceptance by the insurance company, this coverage will be provided at NO COST to you. Insurance coverage for your dependents, if you elect, will be provided through payroll deduction. Lake of the Woods offers a Simple IRA and dollar for dollar matches on a percentage of wages deferred into the retirement plan. Contributions will be payroll deducted each pay period and matched by Lake of the Woods.

SICK LEAVE

LOWHA grants up to five (5) days of paid sick leave annually to all full-time employees.

After 90 days of employment, sick leave will accrue at the rate of 1/2 day per month for a maximum of 5 days per year. In order to receive sick pay the employees <u>MUST</u> call the Manager or Supervisor prior to their start time (834-6828). If an employee calls in sick three consecutive work days, LOWHA may request a doctor's statement before the employee returns to work.

Sick leave can be accumulated from year to year. Should an employee resign or be terminated, any unused sick leave will be paid at 50% of accrued days.

BEREAVEMENT LEAVE

Full time employees **may** be granted **up** to three (3) days of paid bereavement leave for each death of an immediate family member. Bereavement leave beyond three (3) days may be approved based on individual circumstances.

TIME OFF

Except in emergencies, personal time off must be requested at least three days in advance and be approved by the Supervisor or Manager. Leaving the job without notification will be grounds for termination

VACATIONS

Upon completion of one year of employment, every LOWHA full-time employee is entitled to five (5) calendar days paid vacation. After two years of full employment, a full-time employee is entitled to ten (10) calendar days paid vacation. He/she may elect to take one of those weeks as additional pay at the current rate in lieu of time off. Vacation pay for hourly employees will be computed on a pro-rata basis according to their hourly rate.

The employee is entitled to use his/her time allowance as either vacation or sick time, or a combination of both, but not to exceed the time so stated.

One half of accrued vacation time may be carried over into the next year. Vacation pay will not be paid any time other than when vacation is taken, unless taken as additional pay.

Vacation scheduling will be based on seniority. You should give your supervisor as much advance notice as possible, but in no case less than two weeks.

When a holiday falls during an employee's vacation, the vacation may be extended by one day or the holiday leave may be scheduled at some later date. That determination must be made at the time the vacation is scheduled.

Anyone resigning or terminated after more than one year of service will be paid for all earned vacation time. Earned time will be determined by completed months of service on a pro-rata basis.

AFTER HOURS WORK FOR RESIDENTS

The employee is required to obtain from the owner/resident and agreement to indemnify and hold harmless the Association against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by employees of the Association performing services at the owner/resident's request when such service is performed after normal working hours. See office for form.

HOLIDAYS

Lake of the Woods full time employees will receive Holiday pay as outlined below.

New Year's Eve (1/2 day)

New Year's (1 days)

Memorial Day (1 day)

July 4th (1 day)

Labor Day (1 day)

Thanksgiving (Thursday and Friday)

Christmas Eve (1 day)

Christmas (1 day)

To be eligible for holiday pay the employee must:

- 1. Have completed 90 days of employment.
- 2. Have completed regularly scheduled hours the day before and the day after the holiday. (If employee is under doctor's care will be paid for holiday.)

If a part-time employee is scheduled to work on a holiday, he/she will be paid time and a half for working on the holiday.

Other religious or ethnic holidays are not paid holidays. However, and employee will be excused, without pay, if he/she chooses to celebrate the holiday.

BREAK PERIODS

The Association shall allow each full-time employee a 15 minute break, from their work routine, during the morning and another 15 minute break during the afternoon. Employees are encouraged to take these breaks. All breaks shall be paid time.

The lunch periods shall be 30 minutes. An employee may request that the lunch period be extended to 45 minutes if his/her supervisor approves. The extra 15 minutes shall be compensated for by working the same amount of minutes before or after the regularly scheduled shift. All hours worked shall be recorded accurately. If an employee works any time before or after the period shown on the time card, his/her supervisor shall amend and sign the card and the employee shall be compensated accordingly.

Employee's pay will be based solely on signed time cards.

No employee may work for residents during normal work hours including break time and lunch hour.

WORK ETHICS AND SAFETY

Each employee will be assigned a primary job responsibility. Because of the nature of our operation, there are times when it becomes necessary for employees to be assigned other work. You are expected to perform these duties if and when the need arises. Cooperation with management and coworkers is expected.

In the interest of safety and in accordance with insurance regulations, you should always practice good work habits. Good work habits are essential to good performance. You are expected to safely operate and maintain any equipment that may be assigned to you. There is no part of your job performance more important than observing safety rules and regulations. Your safety and the safety of your fellow employees are our constant concern.

Employees will receive instruction on the operation and maintenance of all equipment associated with their primary job description. However, it remains the employee's responsibility to practice on-the-job safety. Unsafe practices may result in injury and may be grounds for termination.

GENERAL

Every employee is to be courteous to all residents at all times; however, employees are not to take directions from any resident for work to be done. He/she will politely advise the resident to contact the Manager. Employees will report to the Manager any verbal abuse by any resident.

Any employee under the influence of alcohol or any illegal drug during the working day will be immediately terminated.

LOWHA employees may not use the recreational facilities.

Grievances and/or complaints will be submitted, in writing, to the Manager who will review and seek to resolve the issue with the employee. An additional review may be scheduled - if warranted by the specific grievance/complaint - for further discussion of the issue among the Manager, employee and designated Board member. The determination of the Association Manager based on the review(s) will be final.

Visits by members of an employee's family or friends, except in the case of an emergency are prohibited.

Personal telephone calls are not allowed except in the case of an emergency and with the permission of the Manager.

Maintenance employees will park in the area adjacent to the maintenance building. Office and recreation department employees will park on the west end of the clubhouse parking lot.

GIFTS AND GRATUITIES

Acceptance of gratuities, gifts, money, or objects that are of greater value than fifty dollars (\$50) from contractors that provide service or supplies to the Corporation must be approved by the President. Receipt of any of the above is to be reported in writing to the Audit Committee.

COMMITTEES

SECTION III

FORMATION OF COMMITTEES

INTRODUCTION

- 1. It is the responsibility of the Board of Directors to determine what committees will be required for the effective operation of the Lake of the Woods Homeowners Association.
- 2. The Board of Directors shall appoint a committee chairperson in conjunction with the President's recommendations.
- 3. The committee chairperson will select their committee members from a list of volunteers.
- 4. All committee appointments are approved by the Board.
- 5. If more than one committee member is present at a meeting for which notice has been duly give, a quorum exists. A vote of the majority of those present at a meeting is required for a committee decision.
- 6. One member of the Board of Directors will serve as an <u>ex-officio</u> member of the committee. He/she will not be a voting member. No other director shall be a voting member of the committee.
- 7. The Board may remove the committee chairperson and members at its discretion.
- 8. Committees are appointed to assist and make recommendations to the Board in accordance with Board approved committee charter.
- 9. Committees will recommend solutions or will request guidance in arriving at solutions.
- 10. Committees will meet at the call of the chairperson.
- 11. One member of each committee will be designated by the chairperson as recorder. A report will be prepared of each committee meeting and will be submitted to the Board.
- 12. Committee budgets, if appropriate, will be prepared annually and coordinated with the Finance Committee.
- 13. AD HOC committees appointed by the Board will be guided by the above

STEERING COMMITTEE

INTRODUCTION

This committee is established to assist the Board of Directors in the general areas of safety, health and community relations (internal, local, state & county) by providing recommendations in the formulation of policy, procedures, rules and regulations, or other input appropriate to the maintenance and enhancement of the successful operation of Lake of the Woods Homeowners Association.

SCOPE

Committee responsibilities include, but are not limited to the following:

- 1. Recommend to the Board programs or procedures pertaining to health, safety and this manual.
- 2. Monitor, review and recommend to the Board changes or deletions to rules and regulations, By-Laws, Covenants and this manual.
- 3. As directed by the Board, maintain liaison with the local and state officials in matters which affect the health, safety and welfare of Lake of the Woods.
- 4. Monitor the updating and maintenance of the Operations/Policy Manual.

ORGANIZATION

The Steering Committee will consist of at least three members plus the ex-officio Board member.

PROCEDURE

The Steering Committee will coordinate with and will receive input from other committees and the LOWHA Manager as appropriate.

NEIGHBORHOOD WATCH COMMITTEE

INTRODUCTION

The Seminole County Sheriff has established a program to reduce orime in Seminole County which involves individual and collective volunteer participation by Seminole County citizens. The program encourages citizens who join the program to report suspicious incidents to the Sheriff's Department and, in addition, to take passive measures to secure residences and personal property. The program is continuing in nature, with seminars and instruction in crime watch techniques conducted by the Sheriff and Lake of the Woods Homeowners Association Neighborhood Watch committee.

SCOPE

The Neighborhood Watch program in Lake of the Woods is a "watch and report to the sheriff" effort, together with passive measures taken by participants to protect residences and personal property. Absolutely no police powers or enforcement authority are granted by the Seminole County Sheriff to <u>ANY</u> citizen participating in the program.

OBJECTIVE

Establish a continuing Neighborhood Watch program which will assist the Seminole County Sheriff in preventing crime or vandalism in Lake of the Woods.

ORGANIZATION

Neighborhood Watch will consist of a Chairman, Block Captains, and committee members.

PROCEDURE

Organize a committee from Lake of the Woods residents to conduct and monitor a Neighborhood Watch Program for our community. Designate one member of the subcommittee as the Watch coordinator with overall responsibility to Lake of the Woods Homeowners Association Steering Committee.

DUTIES AND RESPONSIBILITIES

- 1. Maintain liaison with Seminole County Sheriff's Neighborhood Watch Coordinator.
- 2. Engage in recruiting program to increase membership in Neighborhood Watch.
- 3. Schedule and/or conduct seminars, instructions and demonstrations appropriate to the program.

- 4. Request program assistance from the Sheriff when possible.
- 5. Utilize the Lake of the Woods newsletter and other appropriate means to generate and maintain interest in the program.
- 6. Develop and implement means to keep the program alive and effective.
- 7. Maintain appropriate records.
- 8. The committee will in no way assume <u>any</u> responsibility to check the security of a residence in Lake of the Woods during the absence of the resident, or in any way assume responsibility for property of others in connection with any aspect of the Lake of the Woods Homeowners Association Neighborhood Watch Program.

FINANCE COMMITTEE

SCOPE

To oversee the financial aspects of the Lake of the Woods Homeowners Association and to report any variances, discrepancies, needs, or changes to the Board of Directors.

PROCEDURE

- 1. Making financial forecasts and conducting financial reviews with the objective of keeping the Board of Directors informed as to needs, current and future, results of operation reviews, and the analysis of financial conditions of LOWHA.
- 2. Consult with the LOWHA Board of Directors and other committees within the association on improvement plans and financing and insurance coverage and needs.

DUTIES AND RESPONSIBILITIES

- 1. To work with the Association Manager who will prepare the next fiscal year's budget that is to be presented to the Board of Directors for their review, suggestions, and approval at least two months prior to the beginning of the year.
- 2. To review monthly the condition of the financial records of the Association, including the monitoring of expenditures and revenue as it relates to the fiscal year budget. To note any significant deviations based on comparisons of actual and budgeted expenses and revenue and to make recommendations for corrections

or solutions to the Board of Directors.

- 3. To review account receivables monthly with Association manager to ensure that appropriate action is being taken.
- 4. To recommend to the Board of Directors any necessary budget changes that may be needed.
- 5. To review the annual financial report of expenses and income and balances and reserves with the Association Manager, including federal and state tax returns.
- 6. To review and recommend to the Board any proposed expenditures not specifically included in the budget but which are recommended to maintain Association assets and property values.

ARCHITECTURAL CONTROL COMMITTEE

SCOPE

The ACC shall have full authority to regulate the use and appearance of the exterior of the 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 the restated Declaration of Easements, Covenants, Conditions, and Restrictions, 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 the 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 the Declaration and be approved by the Board of Directors of the Association prior to becoming effective.

The ACC is responsible for reviewing and approving the recommendations of the Building and Grounds Committee.

ORGANIZATION

The Board of Directors of the Association shall constitute the Architectural Control Committee.

DUTIES AND RESPONSIBILITIES

- 1. The ACC shall meet coincident with the monthly Board meeting or at the call of the Board President who is the ACC Chairperson.
- 2. The ACC procedures at all times shall afford the owner whose lot is affected by ACC action reasonable notice of all ACC proceedings and reasonable opportunity for such owner to be heard personally and through representatives of his choosing. Any owner appeal of ACC action may be resubmitted to the ACC for reconsideration. In the event the ACC fails to approve or disapprove an application within thirty (30) days after submittal, the ACC approval shall be deemed to have been given. In all other events, approval or disapproval shall be in writing.

SUMMARY

It should be noted that the authority for the consideration of the burden of maintenance upon the Association is a criteria for denying applications. Broadly, the Committee has the responsibility to regulate the use and appearance of the exterior of the property, and the enforcement of provisions that no changes, additions, alterations, reconstruction, replacement or attachments of any nature whatsoever shall be made to the exterior of any lot unless identical to those installed, improved or made by the developer in connection with the work. It should be noted that alterations within a completely enclosed courtyard area that are visible from the common area or visibly objectionable to any adjoining lot, or creates a noise nuisance, fall under the jurisdiction of the ACC. The ACC is responsible for reviewing the recommendations of the Building and Grounds Committee. The ACC will require that a request for any type of exterior change will have to have a uniformity of design and uniformity in color with all other units and no request will be granted which will result in anything detracting from the overall harmony of the project or reducing the overall value of the property while increasing maintenance costs and assessments.

The rules concerning the ACC were prepared by legal counsel, approved by the FHA and VA, and are recorded in the Covenants, Conditions and Restrictions and this construes the legal authority for the Committee and its functions.

BUILDING & GROUNDS COMMITTEE

SCOPE

The Committee shall recommend to the Architectural Control Committee (ACC) the use and appearance of the exterior of the buildings and common areas to assure harmony of exterior design and landscaping in relation to surrounding buildings and common areas and to protect and conserve the value and desirability of the buildings and common areas as a residential community.

It shall be the responsibility of this committee to indicate those exterior uses of buildings and common areas or activities deemed inconsistent with the provisions of the CCR's and Rules and Regulations, or contrary to the best interest of the Association in maintaining the value and desirability of the buildings and common areas as a residential community or both.

The Committee shall have the responsibility to advise the Board to adopt, promulgate, rescind, amend and revise the rules and regulations in connection with the foregoing, provided, however, such rules and regulations shall be consistent with the provisions of the CCR's. The B&G Committee shall, in the instances of firm specifications on given items, have the authority to approve applications which are in consonance with the Standards defined below. In the event that any deviation occurs the request will be presented to the ACC for dispensation. It shall be incumbent on the Committee Chairman to inspect and approve the project upon completion.

ORGANIZATION

The Board of Directors of the Association shall appoint the Committee Chairperson. The Chairperson shall select a committee of five (5) or more persons all of which shall be approved by the Board.

STANDARDS

The following shall serve as standards for recommendation for approval by Building & Grounds Committee:

No recommendation for approval shall be given to the ACC unless the committee determines that such approval shall:

- 1. Assure harmony of external design, materials and location in relation to surrounding buildings, topography and common areas,
- 2. Shall protect and conserve the value and desirability of the buildings and common areas as a residential community,
- 3. Shall be consistent with the provisions of the CCR's and Rules and Regulations,

4. Shall be in the best interest of the Association in maintaining the value and desirability of the buildings and common areas as a residential community

BUILDING & GROUNDS COMMITTEE RECOMMENDATION FOR APPROVAL

The following shall be a basis for committee recommendation for approval:

Without limitation of the foregoing, NO changes, alterations, additions, reconstruction, replacements or attachments of any nature whatsoever shall be made to 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 or improved in connection with the work until the plans and specifications showing the nature, kind, shape, height, materials, location, color and approximate cost of same shall have been submitted to the Building & Grounds Committee and approved by the Board in writing. The Board approval shall not be required for any changes or alterations within a completely enclosed courtyard area provided the same are not visually objectionable.

No owner shall undertake any exterior maintenance of his Lot which is the duty of the Association without prior approval. Nothing shall be kept, placed, stored or maintained on the exterior of any Lot, including any portion of any Lot not enclosed by the improvements thereon, or upon the Common Area. All applications (form supplied by the Manager) to the Committee for any of the foregoing, shall be accompanied by plans and specifications or other drawings or documentation as the Committee may require. If no application has been made to the Building & Grounds Committee, suit to enjoin or remove any structure activity, use, change, alteration or addition in violation of the prohibitions contained in this document, may be instituted at any time, and the Association or any owner may resort to any other lawful remedy for such violation.

No homeowner can create a flower bed or enlarge a flower bed without Board approval. However, a homeowner can plant in an area which was previously a flower bed without Board approval.

Any landscaping within the enclosed courtyard which is capable of obtaining a height in excess of the courtyard fence requires Board approval.

The home owner may plant flowers or shrubs in an area in the rear of their unit not to exceed 18 inches from the exterior wall. All plantings must be contained within the 18 inches. No trees or large shrubs may be planted.

DUTIES AND RESPONSIBILITIES

The following are procedures to be followed by the Building & Grounds Committee:

The Committee shall meet at least monthly on a predetermined schedule or at the call of its Chairperson to service all applications it may receive in a timely manner.

The Chairperson may appoint one or more persons to make a preliminary review of all applications presented to the Committee. In selecting members for such preliminary review the Chairperson may make assignments of such members as may have particular qualifications and expertise as to the particular application. It being the intention to use those members of the Committee who have particular expertise in relation to buildings and the addition to or remodeling thereof as opposed to those members who may have particular expertise as to the landscaping of the common areas in general and/or particular expertise in any phase of the maintenance and repair thereof such as the irrigation system, removal and replacement of trees and shrubbery and the like.

The Committee, collectively or assigned members, will monitor common areas and buildings regularly to determine when or if exterior surfaces need repair, or if grounds or trees need specific attention. The Committee will respond to and evaluate homeowners' requests in relation thereto. To improve cost effectiveness it will initiate studies and research in the areas where large outlays of money are involved, including but not limited to roofs and other exterior surfaces, streets, conservation of water through more efficient irrigation program, grass maintenance and sod replacement, trees, plants, and landscaping in general. The Committee shall report its findings and recommendations to Association Manager and/or suggestions have been followed. The Committee shall report its findings and recommendation to the Association Manager and the Board of Directors.

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 reasonable opportunity for such owner to be heard personally and through representatives of his choosing. Any owner appeal of Building & Ground Committee recommendations shall be submitted to the ACC for resolution.

AUDIT COMMITTEE

INTRODUCTION

The committee is to be established to assist in keeping the Board of Directors informed as to the appropriate expenditures and method of payment on a monthly basis. The committee will randomly reconcile 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.

ORGANIZATION

The Audit Committee will have a Chairperson, and as many members selected from the Association as the Chairperson deems necessary.

DUTIES AND RESPONSIBILITIES

Review auditing firm's program of audit for LOWHA

Determine adequacy of examination and proof of accounting records.

Determine adequacy of program for random examination of individual transactions of purchases, employment costs, and income and asset disposal.

Determine adequacy of choice of selected transactions for examination based on size, unusual nature, etc.

Determine adequacy of independent verification of accounts receivable and accounts payable.

Provide guidelines to auditors on extent of examination of activities from a management standpoint.

Review timecards of LOW employees. Any discrepancy will be brought to the attention of the Office Manager. The BOD will be given a copy of Committee notes.

Review procedures for managing cash receipts and reserve accounts as to their safety and income producing potential.

Review all records of personal property of LOWHA and determine the accountability for the property and records.

Review all financial aspects of LOWHA as to record keeping procedures, receiving, and depositing revenues, and payment of accounts.

To confer with Association Manager and Office Manager regarding financial controls and procedures and suggest improvements as needed.

To review monthly expenditures including all canceled checks, bank statements and random review of invoices and purchase orders and verify that expenditures are appropriate. Committee will verify that:

- 1. All checks are signed.
- 2. All checks have been returned with statement if applicable.
- 3. Pattern or checks written on regular monthly basis is consistent and verified.

To pick up bank statements from post office box and review each statement for any discrepancies. Any questionable items will be noted to Association Manager. Post office box will be checked every few days between 1st and 15th of each month. Post office will be checked once weekly during the balance of the month for any other association mail or statements. Statements and canceled checks will be delivered to LOWHAN office staff by Committee chairman after review.

NOTE

Committee member responsible for picking up statements will retain one post office box key for this purpose. Anyone with signatory rights should not pick up bank statements.

To confer with Finance Committee and Treasurer periodically to verify procedures and expenditures or discuss any changes in financial procedures including safeguards and controls of assets.

To review yearly formal audit results including attending year end CPA audit results summary meeting and in conjunction with Finance Committee, confirm results and conclusions and report those results to Board of Directors.

SOCIAL/SUNSHINE COMMITTEE

INTRODUCTION

This committee has the responsibility for organizing and planning activities to further the conviviality of the residents of Lake of the Woods with the goal of getting to know our neighbors and making this a warm and caring community.

ORGANIZATION

The committee shall have one Chairperson (who may elect to have one or more Co-Chairpersons), a Secretary, a Treasurer and a sufficient number of members to accomplish assigned tasks.

RESPONSIBILITIES

May organize parties and activities centered around specific holidays, i.e. New Year's Eve, Valentine's Day, St Patrick's Day, Easter, Memorial Day, Fourth of July, Halloween, and/or other appropriate occasions.

Organize a community Flea Market annually in the Fall of the year.

Tickets or reservations for social events will be handled by this committee, with the option by the organizers to limit the number of tickets per household per event. Dates for functions shall be coordinated with the LOW office staff to avoid conflicts with other LOW activities.

Visit all new residents, whether owners or renters, and deliver a Welcome Kit, as soon as is convenient for the new resident. The committee shall obtain information regarding newcomers from the LOW office staff. The Welcome Kit shall include all LOW Documents recommended by the committee and Board of Directors. The welcome visit shall:

- 1. Advise new residents that Board and Committee meetings are open for attendance by all residents and encourage participation.
- 2. Inform new residents of community activities and functions as well as encourage them to become involved in these activities and functions.
- 3. Review rules and regulations with new residents in accordance with the Greeters Check list.

Provide beverages (coffee, tea, etc.) in support of LOW functions. Such functions include Luncheons, Meet the Candidates Night, Neighborhood Watch programs, welcome and farewell and bereavement coffees, as requested and as determined by the committee.

Send get well and condolence cards to residents and families.

Submit information on social activities for the LOWHAN by the 15th of each month, including a quarterly report on recycling newspapers and aluminum can collections.

PROCEDURE

All decisions of the committee shall be made by motions made and voted on at committee meetings. The Secretary will take minutes of the meetings. The Treasurer will keep the committee accounts, records of poundage from recycling newspapers and aluminum cans, and deposit funds from the sale of these materials in the Social/Sunshine bank account. A financial report shall be submitted by the Treasurer at the monthly committee meetings. The LOW Audit committee shall audit these accounts on a quarterly basis.

Sub-Committees may be formed for Greeters, Bereavement, Coffees, etc.

The committee shall meet monthly.

Minutes from committee meetings will be submitted to the LOW office by the Thursday before the monthly Board meeting, and shall be distributed to all Board members, LOW staff, and all members of the committee.

Committee supplies shall be inventoried quarterly. Supplies for LOW functions shall be ordered and funded by the LOW management office.

FUNDING

This committee is funded from the monies received from the sale of recycling newspapers and aluminum cans, rental received from table rentals at the Annual Flea Market, and any sale of tickets for social functions. LOW Association funds shall not be used for Social/Sunshine sponsored activities unless specifically authorized by the LOW Board.

AD HOC COMMITTEE

AD HOC Committees are created at the direction of the Board to analyze issues of a specific nature and make remedial suggestion.

These committees are temporary and may exist from a period of weeks or years depending on the specific task and follow the guidelines applicable to standing committees as defined in this manual.

Some examples of past ad hoc committees are:

Roof Replacement Road Pavement Enforcement policies for delinquent assessment payments, fines, and suspensions Financial Reserves Studies

NOMINATION COMMITTEE FOR BOARD CANDIDATES

The Nomination 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 Association. 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 that the number of vacancies that are to be filled. Such nominations are not to be made from members of the committee.

Nominees shall be required to provide a resume and a statement of purpose to the Nomination Committee, and agree to attend and participate in a meeting of the Association for introduction of the nominees to the Association. Any member of the Association in good standing may indicate willingness to be nominated, by submission of a resume/statement to the committee and shall be included in the list of nominees on the Board of Directors Election ballot.

A member in good standing is defined as a member who is not delinquent for more than ninety (90) days, in the payment of any fees, fines or other monetary obligation to the association, or has not been convicted of any felony in Florida, unless that individuals civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board of Directors.

MANAGER SELECTION COMMITTEE

This committee is established to assist in the selection of an Association Manager or Office Manager.

The committee chairperson shall be the Board President. The Chairperson shall select as many committee members as he/she deems necessary. It is suggested that Committee Chairpersons be considered when selecting committee members.

The committee shall review resumes', personnel data, and conduct personal interviews as directed by the chairperson.

LANDSCAPE COMMITTEE

The Landscape committee was formed to assist in the evaluation of the proposals submitted for performing the Landscape maintenance function for Lake of the Woods for 2012. Upon completion of this evaluation, and submission of its recommendation to the Board, the Board passed a motion that the committee continues to serve in an oversight role for landscaping in the community. In this role, the following will apply:

- 1. The Association Manager is responsible for supervising the work of the contractor, and is responsible for all communications with the contractor on behalf of the Association.
- 2. The Committee in its oversight role, will report to the Manager any deficiencies or

- recommendations for improvement as the result of the observations of the committee.
- 3. The committee will serve in a support role to the Manager in his/her supervisory relationship with the contractor.
- 4. The committee may assign members with special oversight responsibility for specific areas of the community, to report to the Manager as necessary.
- 5. The committee may also make recommendations to the Manager for landscape enhancement, based on the member's observations.
- 6. The committee will meet monthly to review the work of the contractor, with the Manager.
- 7. The Board shall appoint a chairperson for the committee.

<u>POLICY</u>

SECTION IV

POLICIES AND PRACTICES

BUDGETING

An annual budget will be presented to the Board in November for modification and acceptance by the Board of Directors, which may include any CPI adjustment determined by September to September CPI comparison required by our governing documents. The budget will be prepared by the Association Manager and presented to the Finance Committee including input provided by all the other committees no later than October 15.

CONTRACTS

Any contract of commitment for services or equipment with a term of longer than one month will be approved by the Board of Directors based on competitive bids for like items secured by the Association Manager. All contracts shall be in writing.

PURCHASING

The Manager shall authorize all purchases of expensed consumable items, within budget. In procuring material, equipment or contract services, the Manager will assure that the lowest price is obtained for the quality and quantity of supplies or services needed.

In procuring supplies, equipment or contract services, bids will be solicited for any transaction when the cost will exceed \$1,000 after Board approval. Whenever possible, bids should be obtained from at least three suppliers who are regularly in the business of selling the product or services needed. If telephone is used, the record should show the prices, date, name of merchant and the name of the person supplying the prices. Any other pertinent information such as delivery dates, method of delivery, discounts for prompt payment, etc., should be recorded. When the lowest offer is not accepted, the file must show the reason why a higher price was paid. If a product is available from only one source, the record should show this to be the case and how it was determined. Bids should be retained with the file and reported to the Board of Directors.

All leases, standing orders, written contracts and capital purchases shall be signed by the President or Vice-President unless the Manager is directed to do so by the Board of Directors. Any procurement of a capital item either not in the budget or which exceeds the budget shall be approved by the Board.

No one who authorizes or approves a purchase or transaction, nor any member of his family on the staff shall have a financial interest in the supplier or any actual or potential conflict of interest in the transaction. Nor will any gratuities be accepted from suppliers. Any offers of gratuities or kickbacks must be reported to the Board of Directors.

PERSONNEL

The Association Manager is authorized to hire and fire all employees that he/she supervises within the laws and regulations of all Federal and local agencies. The salary ranges for each grade of employee and the associated fringe benefits shall be approved by the Board of Directors after considering recommendation of the Manager. The Association Manager shall be hired by the President and approved by the Board.

PAYMENT

Each purchase when received will be inspected for both quantity and quality and an acknowledgement of receipt shall be signed and dated on each delivery document.

Each invoice shall be approved by the Association Manager for payment. The Association Manager is also responsible for verifying valid purchase orders, receiving documentation and original invoices. Such acknowledgement shall be on the invoice and is to indicate the date and by whom the supplies or the service billed has been received, both as to quantity and quality. A copy of the paid invoice shall be filed and available for review by the Audit Committee. Checks shall be signed by Officers of the Board. No checks are to be made out to cash, except to Petty Cash. All checks for over \$500 shall have two authorized signatures and the checks shall be printed to that effect. The second signer on any check for an amount over \$500 shall be authorized by the Board of Directors.

INVENTORY

All capitalized equipment shall be physically labeled both as belonging to LOWHA and with a proper accountability number. The property number will be used for both annual physical inventory and in the depreciation schedules.

ACCOUNTS PAYABLE REVIEW

A member of the Audit committee will periodically review cancelled checks against orders or invoices reviewing documentation and the copy of the invoice for completeness and correctness. A similar review of payroll time sheets and payroll cancelled checks will be conducted monthly.

INFORMATION DISCLOSURE

Florida Statutes reinforces guidelines and provisions that an Association or Management Company is <u>not</u> required to provide a prospective purchaser or lien holder with any information about the residential subdivision or the Association other than information or documents required elsewhere in Chapter 720 to be made available or disclosed to such individuals.

INVESTMENT POLICY

A minimum of 80% of total funds must be deposited in federally insured financial institutions or utilized to purchase direct obligations of the U.S. Treasury (with maximum maturity date of two years) in the name of the Association.

The amount of funds in any one federally insured financial institution (including projected interest earned) must not exceed the current federal insurance limitations.

Copies of signature cards (including exact titles of accounts, signatories and current balances) shall be presented to the Board of Directors on the opening of any new account or upon the request of the Board at any other time for independent verification of the insurability of all accounts.

Not more than 20% of the Association's total funds may be held in accounts not federally insured or in direct obligations of the U.S. Treasury in the name of the Association.

Within this 20% limitation, funds may be distributed at the discretion and in the best judgment of the Finance Committee in the following instruments:

- 1. U.S. Treasury obligations
- 2. Federal agency obligations
- 3. Other instruments as deemed appropriate by the Finance Committee and approved by the Board of Directors.

The summary of investments shall be reviewed by the Finance Committee on no less than a quarterly basis.

Adherence to the investment policy shall be verified by an independent auditor on an annual basis.

Any funds found not in compliance with the policy shall be presented to the Board of Directors by the Finance Committee to be divested at the earliest opportunity without loss of principal to the Association unless such loss is considered acceptable to the Finance Committee and approved by the Board of Directors in recognition of prudent investment principles.

DIRECTIVE FOR CONTRACTS & PROPOSALS

This directive shall become a part of all subject Proposals or Bids and Final Contract Agreements, and so stated on each Proposal or Bid.

Example:

LOWHA Directive C&P is incorporated in this proposal by this reference.

Scope of Work and General Conditions are as outlined in the attached proposal and/or contract.

AWARENESS OF REQUIREMENTS

In submitting a Proposal or Bid for this project, the Contractor warrants that he is expert in the type of construction involved and that he has personally inspected the site and its requirements, as well as the specifications. The contractor affirms that, to the best of his knowledge, there are no errors or omissions in the instructions and specifications, other than those (if any) to which he has called the LOWHA association manager's attention in his submission.

The Contractor agrees not to assign or sub-contract any portion of the job without the Association's written approval.

The Contractor shall submit a Waiver of Lien from each sub-contractor and the equipment and material supplier prior to each draw to render the project free of any liens or claims.

The Contractor is responsible to see that all material, debris and waste are disposed of in accordance with any and all federal, state, county, and municipal environmental regulations.

PERFORMANCE SPECIFICATION

All work shall be performed by personnel who shall be properly trained and otherwise qualified to perform assigned task.

Contractor agrees to furnish the necessary qualified supervisor to oversee all operation.

WARRANTIES AND GUARANTEES

Warranties and guarantees shall be specified in the proposal or bid.

CONFLICT RESOLUTION

In the event of a disagreement on the withholding of payment, the assessment of damages, or any other enforceable matter arising out of this contract, the contractor and the President shall appoint a mediator and these three shall resolve the disagreement and the resolution shall be binding on both parties. When determined necessary by the involved parties a lawyer's opinion may be advisable.

INDEMNIFICATION

Contractor agrees to indemnify, hold harmless and defend the Association, the property manager, the Board of Directors, employees, agents, heirs and assigns, from and against any and all claims or damages arising from the contractor's performance of this contract, as well as actions or inactions during the course of this contract of any of contractor's officers, employees, guests, invitees and those doing business with him.

SAFETY

All Contractor personnel shall avoid hazard conditions, and follow work safe practices.

EQUIPMENT

Contractor shall provide all services and agrees to furnish all tools and equipment which are necessary to complete the scope of work in accordance with specification, and warrants that all equipment will be of such type and condition as to cause no hazard or damage reasonably foreseeable.

MATERIALS

All materials used by contractor shall either conform to bid specifications or otherwise be acceptable to Lake of the Woods Homeowners Association.

DAMAGE AND REPAIRS

All damage and repairs shall be the sole responsibility of the contractor.

LICENSES AND PERMITS

Contractor confirms that he has all necessary licenses and permits to perform and complete the work.

Contractor expressly warrants that he shall be responsible for abiding by all applicable codes, regulations, standards, etc. which may be required of him by all applicable local, state, and federal jurisdictions (including environmental) and their respective agencies, offices, bureaus and

other administrative regulatory entities.

Upon request, the Contractor shall produce on demand any valid license necessary to operate, necessary permits to perform work, and Manufacturer's specification data and material safety data to the Association, Project Coordinator, or municipal or governmental agents.

INSURANCE

Contractor shall secure, pay the premium for and keep in force until the expiration of this contract, adequate insurance as provided below. Such insurance is to specifically include liability assumed by the contractor under this contract.

Appropriate bodily injury insurance with the limits of not less than \$1,000,000 for each person and \$500,000 for each occurrence.

Workers Compensation insurance of \$1,000,000 for each accident, \$1,000,000 for disease-policy limit, \$1,000,000 for disease-each employee.

Property damage liability insurance with a limit of not less than \$500,000 for each occurrence.

Automobile bodily insurance with limits of not less than \$500,000 for each person and \$500,000 for each accident and property damage liability insurance, with limits of not less than \$500,000 for each accident with medical coverage of \$10,000 regardless of fault.

The Contractor shall provide a certificate of insurance for workers compensation and public liability together with a properly executed endorsement that cancellation shall be furnished as stipulated. The certificate shall be delivered to the Lake of the Woods Homeowners Association Manager. The insurance companies providing the aforementioned coverage shall be satisfactory to the Lake of the Woods Homeowners Association.

The Contractor shall provide notice of any policy change to the Lake of the Woods Homeowners Association Manager within forty-eight (48) hours prior to such change being made.

The Contractor shall provide notice of any policy cancellation to the Lake of the Woods Homeowners Association Manager within ten (10) days prior to such cancellation being made.

CONFIDENTIALITY OF COMPLAINANTS

Since the beginning of LOWHA it has been the policy of the Board to make a major effort to protect the identities of persons submitting complaints and their names are not revealed during any enforcement action taken. The reason for this confidentiality is to protect the complainants from embarrassment or retaliation of any sort. Parallel to this protection of the complainant is the right of the person who is the subject of the complaint to appear before a committee as defined in our Governing Documents. The identity of the person submitting a complaint may be revealed in the extreme case where the administrative enforcement procedures of the Association proved insufficient and that resorts to litigation in the civil courts to obtain compliance with our By-Laws and Rules &

Regulations.

USE OF ALCOHOLIC BEVERAGES IN OR AT RECREATIONAL CENTER FACILITIES

POOL, POOL AREA AND ALL OTHER RECREATIONAL CENTER FACILITIES

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

ALL OTHER AREAS

Use of alcoholic beverages at events organized by the Homeowners' Association is permitted only on a "bring-your-own-bottle" (BYOB) basis.

Individual groups of residents may organize 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.

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.

Any other arrangement for providing alcoholic beverages is prohibited.

VIOLATIONS OF THE ABOVE PROVISIONS WILL BE SUBJECT TO WARNING AND FINE AS PROVIDED FOR IN THE ASSOCIATION RULES AND REGULATIONS.

SPECIAL NOTICES (FLYERS)

Following is the LOWHA policy regarding production, approval and distribution of special notices (flyers) in the LOW community:

All flyers originated by an organized group of residents in Lake of the Woods will be submitted to the Association Manager for review of content to ensure that content is in conformance with LOWHA policies.

Flyers may be reproduced by LOWHA and distributed with the monthly newsletter.

If the sponsoring group does not desire flyer distribution with the newsletter, then the sponsoring group is responsible for the production and distribution of the flyer in accordance with the following:

- 1. Flyer will be submitted to the Association Manager for review/approval.
- 2. Flyer will be reproduced using private or commercial facilities at no cost to LOWHA.
- 3. Flyer will be distributed by the sponsoring group.

4. Flyer will not be placed in mail boxes. Mail boxes are to be used for mail only and any violation will result in penalties against the offending parties.

GUEST SPEAKERS

Following is the Association's policy regarding the appearance of guest speakers at Association sponsored clubhouse activities.

- 1. Guest speakers may be invited by an individual or group of LOW residents.
- 2. Attendance must be open to all residents of Lake of the Woods.
- 3. No commercial transactions, sales, order-taking, etc. will be conducted by the guest speaker.
- 4. Name, affiliation, date of appearance, etc. will be submitted in advance to the Association Manager. The Association Manager, acting as agent of the Board of Directors will review the request and will ensure that there are no conflicts in scheduling of recreation center facilities.

USE OF RECREATION CENTER AUDITORIUM OR CARD ROOM FOR PRIVATE SOCIAL AND BUSINESS ACTIVITIES

The Auditorium or Card Room may be reserved for exclusive use by residents and non-residents for private social and business activities any day of the week between 10:00 AM and Midnight. Rental after the hours the facility is normally open will be subject to the **After Hours Fee** stated below.

All requests for auditorium/card room use shall be submitted in writing (See Request Form) to the Lake of the Woods Homeowners Association Business Office. The Association Manager or the Office manager may authorize use if the application is in accordance with these guidelines.

After the approved activity is completed, and no damage to the Recreation Center has occurred, the usage fees below shall be subtracted from the deposit, and the balance, if any, returned to the renter within three business days.

Usage charges: (Deposit reserves date)

| | | Auditorium | Card Room |
|------|-------------------------------------|------------|-------------|
| i. | Deposit | • | |
| | Resident Renter | \$250.00 | \$100.00 |
| | 2. Non -resident Renter | 500.00 | 250.00 |
| ii. | Rental Fee Resident | 100.00 | 25.00 |
| iii. | Rental Fee Non Resident. | 250.00 | 75.00 |
| iv. | After hours Fee | 20.00/hour | 20.00/ hour |
| v. | Cancellation fee | 50.00 | 25.00 |

The cancellation fee shall be assessed if rental is canceled within 10 days of the scheduled event.

The renter is responsible for cleaning the facility, and returning it to its condition at the time of use. This includes but is not limited to vacuuming, cleaning all areas used, i.e. bathrooms, kitchen, floors, etc. LOW Staff shall be responsible for set up and break down of any chairs and/or tables used in the activity. If the activity is scheduled beyond regular operating hours, an After Hours Fee will be charged. Auditorium activities shall terminate no later than twelve o'clock midnight with the facilities cleaned and locked by 12:30 A.M. Violation of contracted time may result in forfeiture of any deposit refund. If the Auditorium, Card Room, hallways, kitchen, etc, are not returned to a satisfactory original condition, the renter shall be subject to an additional house- keeping fee, levied at the discretion of the LOW management. Any such charges shall be deducted from the deposit, or paid directly by the renter.

Renter shall be responsible for placing all garbage, drink cans and other trash in the trash cans located in the Auditorium, at the end of the activity.

The renter shall be responsible for the conduct of his/ her guests and be liable for any damages to the Recreation Center which results from the participation of the renter and guests in the scheduled activity. Renter hereby agrees to pay for any damage to the equipment or facilities, to be deducted from the deposit and any excess there-of to be paid directly by the renter.

Renter must be present during the activity and accompany the Lake of the woods Homeowners Association staff member prior to and after the activity for pre and post inspection of the facility. A check list provided for this purpose shall be signed by both the staff member and the renter. Refund of any funds from the deposit shall be made within three days of the scheduled event.

No decorative items or furniture shall be moved without the approval of management, and if approved, shall be moved by the LOW staff person. Decorations may not be attached to the ceiling fans. **No lit candles are allowed.**

No rice or confetti may be thrown at wedding receptions, but bird seed is permitted outside the facility.

Private use of the facilitates is restricted to the auditorium, kitchen (if requested) access hallways and restrooms. Guests may not utilize other areas of the recreational complex nor in any way interfere with the normal function of the facilities or homeowners utilization of the facilities.

Misrepresentation as to usage may result in immediate termination of activity, evacuation of the facility and forfeit of deposit as well as consideration for future use.

Attendance at an auditorium activity shall be limited to 110 persons. Parking spaces are

limited to 40 spaces in the club parking lot, and renters are encouraged to make car pool arrangements or arrangements with residents for temporary use of driveways or end of street parking. Illegally parked vehicles are subject to fines and/or being towed at owner's/renter's expense.

The Lake of the Woods facility is a smoke-free and drug free facility. No fire-works or fire arms are permitted. No Alcoholic Beverages may be sold on the premises.

Application for use of the Recreation Center Private Events or Gatherings

| Date Requested: | Hours: | Hours: | | |
|----------------------------------|--------------------------|-----------|--|--|
| Number of Attendees: | Гуре of Social Activity: | | | |
| Name: | | | | |
| Address: | | | | |
| Phone Number: | | | | |
| Email Address: | | | | |
| Facility Requested: (Circle One) | Auditorium | Card Room | | |
| Lobby use requested: (Circle One | Yes | No | | |

INDEMNIFICATION: By signing this agreement, the homeowner/renter agrees to indemnify and hold harmless the Association, it's officers, directors, agents, employees, and assigns, against all liability, claims and judgments or demands for damages arising in any manner from any event or gathering that the owner/renter intends to hold, holds or participates in at the clubhouse/auditorium/card room facilities, including those related to accidents to persons or property, and the homeowner/renter will defend any and all suits or claims that may be brought against the Association on account of such event or gathering. The owner/renter shall reimburse the Association for any expenditures that the Association may make by reason of such event or gathering.

I have read and agree to abide by the accompanying directive, for use of the clubhouse/auditorium/card room for private events and gatherings.

| Signature | | Date: | | |
|----------------------------|--------------------------------|-----------------------------|--|--|
| | Homeowner/ | | | |
| Deposit:\$ | | Usage:\$ | | |
| After Hou | rs Fee:\$ | Cancellation Fee:\$ | | |
| | | Rental Check List | | |
| <u>Auditoriu</u> | ım/Card Room/Lobby | | | |
| | _ Decorations removed | Parking Lot and Common Area | | |
| | Vacuum entire area | Pick up all debris | | |
| | - _ Mop tile floor | Clean all ashtrays | | |
| | Check for spots on carpet | Damages: | | |
| | Check dance floor for damage | | | |
| Bar Area | | | | |
| | Counters wiped off | | | |
| | Floor mopped | a . | | |
| <u>Kitchen</u> | | Comments: | | |
| | Counters wiped clean | | | |
| | Sink cleaned out | pro 1 | | |
| | Stove wiped clean | | | |
| - | Food removed | | | |
| | Refrigerator wiped down | Signature: | | |
| | All garbage and debris removed | Owner/Renter | | |
| <u>Hallways</u> | | Name: | | |
| | Mop tile floor | | | |
| | Pick up all debris | Phone Number: | | |
| Bathroom: (Sinks and co | | Employee Sign: | | |
| (2.132) 412 00 | **** | Employee Mgit. | | |
| | Pick up all debris | | | |
| | _ rick aban deome | Times Verdad. | | |

PRIVATE USE OF AUDITORIUM AND/OR CARD ROOM

Our policies and procedures provide for rental of the Auditorium and/or the Card Room for private use by both residents and non-residents. When notice is given that private use is in effect, residents must respect the privacy of the party renting the facility. Responsibility for overseeing the activities of the party renting the facilities, during normal office hours, is the responsibility of the LOW office staff. After normal office hours, oversight of the activity is the responsibility of the LOW employee assigned to the event. That employee is advised to contact the Association Manager or Association President if any unauthorized activity is taking place and/or the renter and guests refuse to act in compliance with the rental agreement. The employee is advised to call the Sheriff's office if unable to reach the Manager or Association President, if immediate assistance is needed. In any event, residents not invited to the event must honor the privacy of the renting party, and not enter the rented area during the event. Any issue concerning the behavior or action of the assigned recreation employee or attendees at the event should be taken up with the Manager or Board President, not directly with the employee, as stated in the Section I, "Homeowner Association Employees", of the Rules and Regulations.

GUEST PARKING PERMITS

An overnight guest parking permit may be issued to control parking at the end of those streets designated as guest parking.

An overnight guest parking permit may be issued for a maximum of ten (10) days. Thereafter, a guest must apply for an overnight parking permit on a daily basis.

Absence of a valid overnight parking permit may cause the vehicle to be towed from the parking area upon proper notification at the owner's expense.

PARKING

RESIDENT PARKING

Parking is permitted in garages, carports, and driveways

Parking on driveways parallel to the street is prohibited.

Residents may not park vehicles on the streets, the grassed areas and common areas of the property.

Residents may park at the Recreation Center with a permit.

GUEST PARKING

Guests may not park vehicles on the streets, the grassed areas, and common areas.

Guests may park in the spaces at the end of dead-end streets so designated by signs that define parking restrictions.

Guests may park in their hosts garage or driveway.

RECREATIONAL VEHICLES, BOAT AND TRAILER

Parking of recreational vehicles 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. If required, a permit up to five (5) days may be granted to allow the resident to park their RV in the Recreation Center parking lot.

Refer to the Associations Rules & Regulations for complete details on parking.

DRIVEWAY MAINTENANCE AND REPLACEMENT

The following enunciates the Association's responsibilities regarding maintenance of any driveway installed by the Developer as part of the work, and replacements, thereof:

- 1. The Association will trim and edge grass adjacent to each driveway.
- 2. The Association will replace any or all of the expansion joint material on each driveway.
- 3. The Association will fill erosion pockets adjacent to driveways due to washout. Erosion adjacent to driveways caused by failure of water lines or sewer lines is the responsibility of the utility.
- 4. The Association will not assume any responsibility for repairing cracks on any driveway. Crack repair is ineffectual in prolonging driveway life.

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5. The Association will not replace any driveway in part or in total.

ELECTORAL PROCEDURES TO BE FOLLOWED AT GENERAL MEMBERSHIP MEETINGS

LISTING OF HOMEOWNERS

The Manager will provide an up-to-date roster of homeowners who are in good standing and have paid all assessments and monies owing at the end of the previous calendar month.

REGISTRATION AND ELIGIBILITY

The President will appoint an Elections Coordinator who will:

- 1. Select from members in good standing a sufficient number of registrars to staff the registration tables at the general meeting.
- 2. Maintain good order during the registration process.
- 3. Ensure that only eligible homeowners sign the register and are given <u>one</u> (1) ballot per lot regardless of whether husband and wife or any other combination of owners are listed as lot owners.

PROCEDURE

Once the general meeting has started, entry into the registration area and the recreation center auditorium will be closed and all registration and ballot distribution will be stopped. Registrars will count the number of ballots that have been distributed to eligible homeowners together with the absentee ballots. The total number of ballots issued and absentee ballots received will be certified by the Elections Coordinator and given to the President in order to establish a quorum. The President will announce the results to the membership.

VOTING

At the direction of the President, homeowners who have received ballots will mark them indicating their choice(s). Ballot will be collected by the Election Coordinator and the registrars and taken to the counting area in open view of the membership.

After counting, the name of the candidate with the most votes will head a list, following in descending order by the 2nd, 3rd, 4th, etc. Votes counted on other issues will also be listed. This list will be certified by the Elections Coordinator and the observers and taken to the President who will announce the names only of those Directors elected for three (3) years, and if appropriate, those

elected for a lesser term if filling an unexpired vacancy. Voting results on other issues will also be announced.

No present member of the Board of Directors, members of the Nominating Committee or a candidate will be eligible to participate as an Election Coordinator or registrar.

The election shall be conducted in accordance with the Election Procedure Manual located in the Association Office.

RESERVE FUND ACCOUNTS

USE OF RESERVE FUNDS

Reserve funds shall be maintained sufficient to meet the Associations obligations for maintenance of the common areas and facilities, exterior maintenance, including roofs. A reserve study shall be performed annually to ensure funds are being adequately maintained. Expenditure of funds from these reserve accounts shall require approval of the Board of Directors, and check signature of two officers of the Association. Deposit of funds in the reserve accounts shall be from monthly assessments, in accordance with legal requirements, and the reserve study.

ALLOCATIONS TO RESERVE ACCOUNTS

Allocations from total monthly assessments to the reserve fund accounts shall be as follows:

| Agency Fund – Roofs | 18% |
|---------------------|-----|
| R & R account | 8% |
| Capital Account | 1% |

VIDEO MOVIE LENDING LIBRARY PROCEDURES

The Video Movie Lending Library is operated on the honor system. All videos have been donated to Lake of the Woods for the enjoyment of all residents. The Recreation Office Staff shall store the videos alphabetically on shelves in the Recreation Office, and shall maintain a binder in the Recreation Office containing a computerized alphabetical listing (separated by VHS and DVD) of all videos in the library. A listing of the video library contents can also be found in the LOW website. The Recreation Office staff shall be responsible for checking videos in and out, and maintaining a record of the videos checked out, on the computerized alphabetical listing, indicating the name of the resident, address, telephone number and video return due date. The Recreation Office Staff shall review the listing each week, call any residents holding over due videos, and shall notify the LOW Office of any late charges or loss charges due from any resident. The following rules shall apply to the operation of the Video Library:

- 1. Residents (18 or older) in good standing with the lake of the Woods Homeowners Association, may select a maximum of two videos at a time from the computerized list maintained by the Recreation Office Staff, for a five day rental period.
- 2. Residents are responsible for care of the video (s) while checked out, and for properly rewinding and returning by the due date. Residents will be provided a notice within the video (s) box indicating the due day for return.
- 3. Residents will be charged \$1.00 per day per video for keeping a video(s) beyond the five day period. No further video rental will be permitted while holding overdue video rentals. Residents will be charged \$5.00 for lost videos.
- 4. Lending Privileges may be revoked for repeated loss of videos or abusing the lending period, or if for any reason, a resident is not in good standing with the Lake of the Woods Homeowners Association. The LOW Office shall notify the Recreation Staff in writing of any residents not in good standing.
- 5. Videos may be returned to the Recreation Office Staff or placed in the mail slot at the Main Entrance to the Club House.
- 6. These Video Library policies shall be included in the library binder, and residents shall be asked to insure they have read the policies before checking out a video.

RECREATION IDENTIFICATION POLICY

The Association has purchased a new software package (TOPS) that will be used for monitoring resident access to the clubhouse recreation facilities. After implementation of this software a policy will be written.

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<u>FINANCIAL</u>

SECTION V

ESTOPPEL

An estoppel, for purposes of the Lake of the Woods Homeowners Association, Inc., is a written document, usually signed by the Association Manager or a Board Member (but also sometimes provided by the Association's attorney), who attests, for the benefit of another party (usually a purchaser of a lot/home, but also sometimes to the Owner of a lot/home or another party), to the compliance of the lot/home with the Association's Governing Documents. Typically, the estoppel will attest as to whether assessments on the lot/home are current (and the amount of assessments outstanding or delinquent, if any), and whether there are any other conditions on the lot/home which are in violation of the Association's Governing Documents. The estoppel may also give general information regarding the Association, including the amount of assessments, frequency of assessments, and additional information regarding sale of lots/homes. The estoppel prevents both the parties who send it and receive it from later challenging the validity of those facts.

COLLECTION POLICY

This is to remind you when you became a resident of Lake of the Woods you incurred a covenant obligation for payment of assessment fees. Due to the fact that some homeowners have become delinquent with their fees it has become necessary for the Board of Directors to implement the following Collection Policy:

- 1. Association assessment fees are due on the first of every month, and must reach the association no later than the 10th of each month. Once a homeowner's monthly assessment fee becomes 10 days past due the homeowner shall be notified of such fact by written notice, sent to the owner's address of record, by the 15th of that month. In addition to a late fee of \$25.00, and interest at 6% from the due date, if said amount is not paid by the 30th of the month, the account will be turned over to the Association attorney for collection, and will accrue collection costs.
- 2. If the account is turned over to the attorney for collection, the attorney shall advise the homeowner of the entire amount due, including interest and the attorney's fee of \$250.00, the cost of sending a notice of intent to lien if the account is not settled within 45 days.
- 3. In the event the account is not settled within the 45 day period, the Association will authorize the attorney to proceed with filing a lien, and further authorize proceeding to foreclose on the lien 45 days following the filing of the lien.
- 4. Any and all costs of collection, including attorney's fees and court costs, shall be the responsibility of the homeowner.
- 5. The Association will suspend the voting rights and access to all facilities of a member or tenant for the nonpayment of payments that are delinquent.
- 6. Per Florida Statute, tenants whose landlords are delinquent in their HOA fees will be

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billed by LOW for such delinquent's fees. Such fees, when paid by the tenant to LOW must receive rental credit of such fees by the landlord.

LATE PAYMENT ASSESSMENT NOTICE

January 12, 2012

FERN PARK, FL 32730

Re: CAROLWOOD BLVD / Lot #

Dear :

The balance on your account is \$205.50. Payments must be **received** no later than the 10th of each month to avoid late fees. Please note monthly assessment fees need to be made at a BB&T Bank with the coupon, either at a branch office or mailed to the BB&T Lockbox using the labels provided in your coupon book.

Regular Assessment Due \$180.50 Late Fee \$25.00 Amount Past due \$205.50

The full amount is due by January 31, 2012. After this date your account will be turned over to our attorney and a collection fee of \$250.00 accrues to your account. The amount then due will be \$455.50 plus interest and any other fees.

Many homeowners choose to have their assessment automatically withdrawn from their account to avoid late payments. A form is available in your coupon book to set up Association Pay.

If you have any questions please feel free to contact the office. If payment is forthcoming or has already been mailed we thank you.

FOR THE BOARD OF DIRECTORS

Regards,

Community Association Manager, LCAM

Figures use are examples only

FINES/SUSPENSIONS

Fines up to \$100 per violation may be levied against any member or nay member's tenant or guest for violation of the Rules and Regulations or provisions of other Governing Documents of he Association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for a hearing, except that the fine may not exceed \$1,000 in the aggregate. A fine of less than \$1,000 may not become a lien against the property. Fines must be paid within 30 days of receipt of notice.

The association may suspend, for a reasonable period of time, the right of a member, or a member's tenant, or guest to use the common areas and facilities for the failure of these persons to comply with the Rules & Regulations or provisions of other Governing Documents of the Association.

A fine or suspension may not be imposed without at least 14 days' notice to the person sought to be fined or suspended, and an opportunity for a hearing before a committee. The committee shall consist 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 the officer director or employee. If the committee by majority vote does not approve a proposed fine or suspension, it may not be imposed. IF the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the person being fined or suspended.

If a member is more than 90 days delinquent in paying a monetary obligation due the association, that member is not eligible for board membership. The association may also suspend the voting rights of the member and the rights of the member, or the member's tenant, or guest to use common areas and recreation facilities until monetary obligation is paid in full. Common areas used to provide access or utility service to the unit are still permitted. No hearing is required, rather, suspensions of use of the common areas and voting rights require approval at a Board meeting. Upon approval, the Association must notify the owner or tenant by mail or hand delivery.

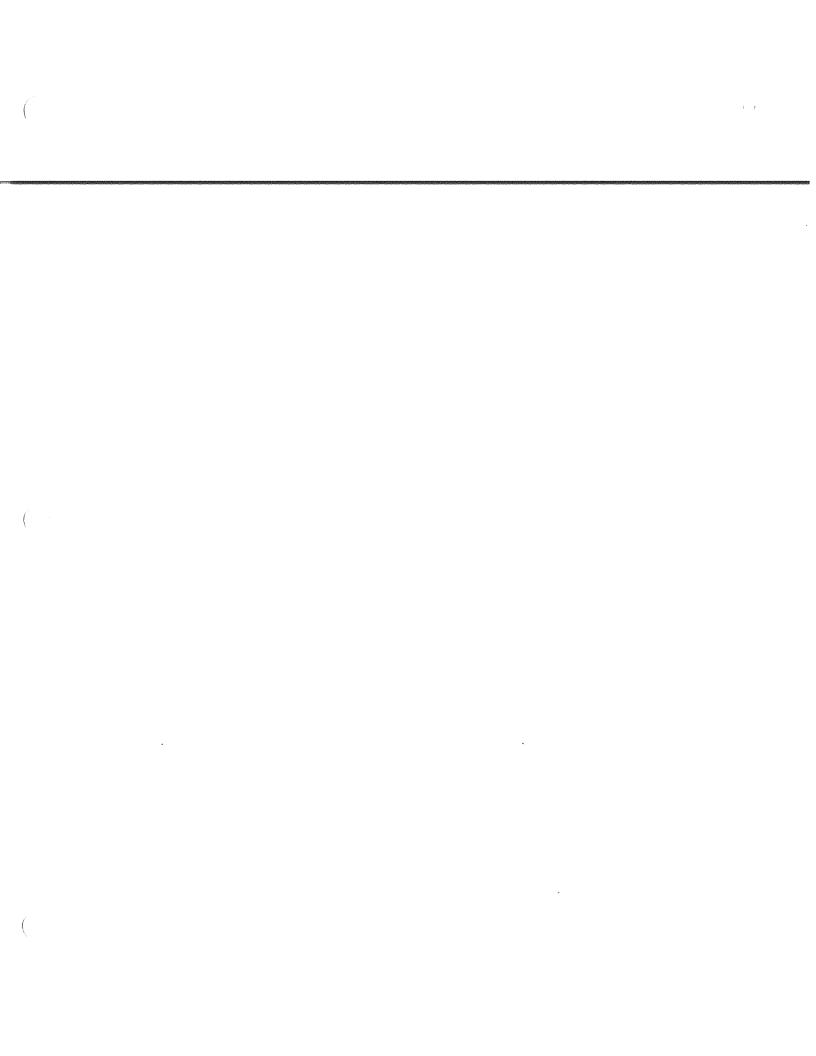
In any action to recover a fine, the prevailing party is entitles to reasonable attorney's fees and costs from the non-prevailing party as determined by the court.

VIOLATION LETTER

| HOMEOWN | NER: | DATE: _ | |
|--|---|---|--|
| ADDRESS: | | | |
| LAKE OF To | HE WOODS HOMEOWNER ASSOC | CIATION. Reference t | the provisions of the governing documents for to the specific document and respective subject r action you should take to attain voluntary |
| DESCRIPTI | ON: | | |
| Dec | G DOCUMENT: claration of Covenants, Conditions & Coes & Regulations | Restriction | Article: Section:_ Page: |
| community, i | | | to maintain an attractive and harmonious and conduct themselves in accordance with |
| RECOMME | NDATIONS/CORRECTIVE ACTIO | N: | |
| opportunity to taking appropriate taking appropriate You have the 14 days, failured frecreation. Fines impose fine may be leprovided how | o voluntary comply with the standards oriate corrective action as recommend right to appeal this notice in writing, we to comply with the governing docur center privileges and/or legal proceed d by the Association on violations against the basis of each day of a convever, no such fine shall exceed \$1,00 | s established by the go ded above within within 14 days of this numents may constitute fullings. The property of the state of t | ent of this notice is to give the homeowner an overning documents of Lake of the Woods by days of the date of this notice. notice. If this notice is not appealed within the arther action which includes fines, suspension mant may amount up to \$100 per violation. A a single notice and opportunity for a hearing, |
| | d all responses in writing to the Asso may have regarding correcting the vi | | contact the Association Office with any |
| FOR THE BO | DARD OF DIRECTORS | | |
| Authorized Si | gnature | <u></u> | |
| Copy to: | Homeowner's File Board of Directors Association Manager/GM Building & Grounds Chairperson | ı | |

CHART OF ACCOUNTS

The chart of accounts, which is located in the Association Managers office, is a list of all financial accounts used in the preparation of all financial statements required of the Association. This list is updated by the Association Manager as necessary.



DOCUMENTS OF THE ASSOCIATION Section VI

