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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF  
OAKS VILLAGE, PHASE I  
A SUBDIVISION**

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## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF OAKS VILLAGE PHASE I

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration"), is made and executed this 2<sup>nd</sup> day of April, 2013, by **GROWING TREE FOUNDATION, INC.**, a Missouri corporation not-for-profit, hereinafter called the "Declarant".

### WITNESSETH

WHEREAS, Declarant is the owner in fee simple of certain real property located in Highlands County, Florida, which property is legally described in **Exhibit "A"** attached hereto and made a part hereof, upon which Declarant is creating a residential community consisting of 119 Residential Lots, known as **OAKS VILLAGE** (the Community"); and

WHEREAS, the Declarant is developing a subdivision consisting of 53 Residential Lots (the "Subdivision.") The Subdivision is one phase of the larger **OAKS VILLAGE** community;

NOW THEREFORE, Declarant hereby declares that all of the lots in the Subdivision, together with any improvements constructed or to be constructed thereon, are and shall be owned, held, transferred, sold, conveyed, encumbered, leased, rented, used occupied and improved subject to the following covenants, conditions, restrictions, easements, assessments and liens all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision and integrating the Subdivision as a phase in the overall Community, all of which shall run with the land and the title to the real property subject to this Declaration and shall be binding upon all parties having or acquiring any right, title or interest therein, or in any part thereof, and their respective heirs, personal representatives, successors and/or assigns, and the same shall inure to the benefit of each Owner thereof.

### ARTICLE I - DEFINITIONS

The following words, when used in this Declaration or any supplemental Declaration, shall have the following meaning.:

1.1. "Architectural Standards" means the design criteria and building guidelines promulgated by the Architectural Review Committee as more particularly described in Article IX of this Declaration.

1.2. "Articles" means the Articles of Incorporation of **Oaks Village Homeowners Association, Inc.**, attached hereto as **Exhibit "B"**.

1.3. "Association" means **Oaks Village Homeowners Association, Inc.**, a Florida not-for-profit corporation, its successors and assigns.

1.4. "Board of Directors" means the members of the Board of Directors of the Association as from time to time elected or appointed.

1.5. "Building" means any one of the structures contained within the Property from time to time as herein provided.

1.6. "Bylaws" mean the Bylaws of **Oaks Village Homeowners Association, Inc.**, attached hereto as **Exhibit "C"**.

1.7. "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned or leased by the Association and dedicated for the common use and enjoyment of all of the Owners, and not otherwise comprising Lots or Units, including without limitation the clubhouse and related facilities and amenities and roadways not dedicated to a governmental entity.

1.8. "Common Expenses" means the actual and estimated expenses of operating the Association, including but not limited to maintenance of the Common Areas and Limited Common Areas, services, and any reasonable reserve, all as may be found necessary and appropriate by the Board of Directors pursuant to this Declaration, the Article, and the Bylaws.

1.9. "Community" shall mean the larger overall Oaks Village residential community as described in Exhibit "A" and interests therein, and any additions as may be made by the Association.

1.10. "Community-Wide Standard" means the standard of conduct, maintenance, or other activity specifically determined by the Board of Directors or its committees.

1.11. "Declarant" shall mean and refer to **GROWING TREE FOUNDATION INC.**, a Missouri corporation not for profit, its successors and assigns; provided, however, the term "Declarant" shall not include any person or legal entity who acquires for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "A" attached hereto, unless by instrument of conveyance or other recorded instrument, such person or legal entity is specifically designated as the "Declarant," and such person or legal entity explicitly agrees to the assignment and assumption all of the rights, duties, obligations and responsibilities of Declarant hereunder. There shall be no more than one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any time.

1.12. "Declaration" means this document, entitled Declaration of Covenants, Conditions and Restrictions of Oaks Village, which may be amended and supplemented from time to time.

1.13. "Institutional Lender" shall mean a bank, federal or state savings and loan association, insurance company, mortgage lender, pension fund, real estate investment trust, or any other party which is engaged in the business of mortgage financing, which holds a first mortgage encumbering a lot, and shall include any corporate subsidiary of such entity.

1.14. "Limited Common Area" means any and all real and personal property, easements, improvements, facilities and other interest which are reserved for the use of the Owners of certain Lots to the exclusion of other Owners of certain Lots.

1.15. "Lot" means the parcels of land into which the Community has been subdivided, whether by plat or by metes and bounds description, and all improvements located thereon.

1.16. "Member" means all those Owners who are members of the Association as provided in Article VI, Section 1, hereof, and shall not include builders, contractors or others who purchase a parcel for the purpose of construction improvements thereon for resale.

1.17. "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 Subdivision, excluding, however, the Association and any person holding such interest merely as security for the performance or satisfaction of an obligation.

1.18. "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

1.19. "Plat" means the map or plan of the Community recorded in the Public Records of **Highlands County, Florida, at Plat Book 17, Page 22**, and attached hereto as Exhibit "D," and any future Plat or any Replat of the Property referred to in Article II of this Declaration.

1.20. "Residential Unit" means a portion of the Community intended for use and occupancy as a residence for one or more persons or a family. The term also shall include all portions of the Lot and any structure thereon. For purposes of this Declaration, a Residential Unit shall come into existence when a Certificate of Occupancy is issued by the appropriate governmental entity or when the Association, in its reasonable discretion, determines it to be substantially complete.

1.21. "Rules and Regulations" means the procedures implemented for administering the Association and the Community as adapted by resolution of the Board of Directors.

1.22. "Subdivision" shall mean Oaks Village – Phase I, a subdivision lying and being a portion of that certain tract or parcel of land being described in Special Warranty Deed from Fairhaven South, Inc. to Growing Tree Foundation, Inc. recorded October 1, 2008 in O.R. Book 2160, Page 1917, of the Public Records of Highlands County, Florida, being more specifically described on Exhibit "A" attached hereto. The Subdivision is a portion of the residential community of Oaks Village, the Plat of which is recorded in the Public Records of **Highlands County, Florida, at Plat Book 17, Page 22**, and attached hereto as Exhibit "D," and any future Plat or any Replat of the Property referred to in Article II of this Declaration.

1.23. "Subdivision Lot" shall mean each of the following Lots numbered 1 through 3 of Block D; Lots numbered 3 through 13, 15 through 18, 20, 31 through 32, 68, 70 through 73, 77, and 79 through 80 of Block 2; Lots numbered 1 through 4, Block 3A; Lots numbered 1 through 4, Block 3B; Lots numbered 1 through 4, Block 3C; and Lots 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, and 8 through 11 of Tract B; of the Plat of Oaks Village, as recorded in the Public Records of **Highlands County, Florida, at Plat Book 17, Page 22**, and attached hereto as Exhibit "D."



## ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION

2.1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration are the Subdivision Lots located on that certain tract or parcel of land being described in Special Warranty Deed from Fairhaven South, Inc. to Growing Tree Foundation, Inc. recorded October 1, 2008 in O.R. Book 2160, Page 1917, of the Public Records of Highlands County, Florida, being more specifically described on Exhibit "A" attached hereto.

2.2. Additions to Existing Property. Tracts "C" and "D" as depicted on the Plat of Oaks Village, attached hereto as Exhibit "D" may become subject to this Declaration, upon development of said tracts by Declarant. Additional lands may become subject to this Declaration as follows:

A. Declarant, together with the owner of fee simple title to the property involved if other than Declarant, shall have the right to bring additional properties within the operation of this Declaration to become part of the Community and/or Subdivision without the consent or joinder of any other person being required, by filing a Supplement to Declaration of Covenants, Conditions and Restrictions in the Public Records of Highlands County, Florida. In no event, however, shall such Supplement revoke, modify, or add to the covenants established by this Declaration as such affect the land described in Exhibit "A."

B. Additionally, Declarant shall have the right to bring additional properties within the operation of this Declaration to become part of the Community and/or Subdivision without the consent or joinder of any other person being required to accomplish the following purposes:

(a) to include within the Community and/or Subdivision any portions of any rights-of-way which become abandoned and which abut the Community and/or Subdivision, or to otherwise move the boundary lines of the Community and/or Subdivision such that at locations where possible, the boundary lines abut public ways;

(b) to include within the Community and/or Subdivision the situs of lands containing easement ways for ingress and egress and the wale areas of such easement ways which connect any private road system within the Community and/or Subdivision to the public way;

C. Upon approval in writing of the Association pursuant to a majority vote of its members, an Owner of any land who desires to add it to the scheme of this Declaration and subject it to the jurisdiction of the Association may file of public record a Supplement to Declaration of Covenants, Conditions and Restrictions declaring its intention and containing the legal description of the lands to be added; provided, however, that so long as Declarant shall control the Association, either by having elected or appointed a majority of the members of the Board of Directors, then there shall be no additions to the Community or Subdivision (other than as permitted under paragraphs "A" and "B" above and paragraph "D" below), unless the Declarant joins the majority of Owners in approving such addition.

D. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to another Surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to merger. The surviving or consolidated association may administer the covenants, restrictions and conditions established by this Declaration within the Community and Subdivision, together with the covenants, conditions and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Community or Subdivision.

### ARTICLE III - COMMON AREA AND LIMITED COMMON AREA

3.1. Common Area. The Common Area is as designated on the Plat or in other documents recorded from time to time by the Declarant..

3.2. Limited Common Area. The Limited Common Area is as designated on the Plat or in other documents recorded from time to time by the Declaration. The Association may adopt Rules and Regulations which govern among other things the use of the Limited Common Area.

3.3 Additional Area. The Declarant shall have the right in its sole discretion to convey additional real estate, improved or unimproved, and/or personal property as Common Area and/or additional Limited Common Area which Conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of the Members.

### ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1. Membership. Every Person, including Declarant, who is a record owner of a fee or undivided fee interest in any Lot in the Community, shall be a Member of the Association, provided that any person who holds such interest merely as a security for the performance of an obligation shall not be a Member. Change of membership shall be established by recording in the Public Records of Highlands County, Florida a deed or other instrument which conveys fee title to a Lot within the Community, and by the delivery to the Association of a copy of such recorded instrument. Membership in the Association by all Owners is mandatory and automatic with the ownership of any Lot and is appurtenant to, runs with, and shall not be separated from the Lot upon which membership is based.

4.2. Voting Rights. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

A. Class "A". Class "A" Members shall be all Owners, provided, however, that so long as there is Class B membership, the Declarant shall not be a Class A member. Class "A" Members shall be entitled to one (1) equal vote for each Lot owned in the Community. When more than one (1) person holds an ownership interest in any Lot, all such persons shall be members and the vote for such

Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) person seeks to exercise it.

B. Class "B". The sole Class "B" Member shall be the Declarant. The Class "B" Member shall be entitled to eight (8) votes for each Class B Lot owned. The Class "B" membership shall terminate and become converted to a Class "A" membership upon the happening of the earlier of the following events:

(i) three (3) months after ninety (90) percent of the lots have been conveyed to Members other than the Declarant; or

(ii) When, in its discretion, the Declarant so determines.

From and after the happening of any one of these events, whichever occurs earlier, the Class "B" member shall be deemed to be a Class "A" member entitled to one (1) vote for each Lot it owns.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant pursuant to Article II hereof, such additional land shall automatically be and become Class "B" Lots or Residential Units, as appropriate. In addition, if following such addition of land, the total votes allocable to all Lots and Residential Units then owned by the Declarant (calculated as if all such Lots or Residential Units are Class "B," whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class "A" membership (excluding the Declarant), then any Class "A" Lots and Residential Units owned by the Declarant shall automatically be reconverted to Class "B."

4.3. Turnover Procedure. Following the occurrence of an event specified in Section 4.2 (B) above, providing for the termination of Class "B" membership, Declarant shall cause control to be turned over to the Board of Directors of the Association (hereinafter the "Board"), and shall, at the Declarant's expense, within no more than 90 days deliver the following documents to the Board:

- (a) All deeds to common property owned by the association;
- (b) The original of the association's declarations of covenants and restrictions;
- (c) A certified copy of the articles of incorporation of the association;
- (d) A copy of the bylaws;
- (e) The minute books, including all minutes;
- (f) The books and records of the association;
- (g) Policies, rules, and regulations, if any, which have been adopted;

- (h) Resignations of directors who are required to resign because the Declarant is required to relinquish control of the association;
- (i) The financial records of the association from the date of incorporation through the date of turnover;
- (j) All association funds and control thereof;
- (k) All tangible property of the association;
- (l) A copy of all contracts which may be in force with the association as one of the parties;
- (m) A list of the names and addresses and telephone numbers of all contractors, subcontractors, or others in the current employ of the association;
- (n) Any and all insurance policies in effect;
- (o) Any permits issued to the association by governmental entities;
- (p) Any and all warranties in effect;
- (q) A roster of current homeowners and their addresses and telephone numbers and section and lot numbers;
- (r) Employment and service contracts in effect;
- (s) All other contracts in effect to which the association is a party; and
- (t) The financial records, including financial statements of the association, and source documents from the incorporation of the association through the date of turnover. The records shall be audited by an independent certified public accountant for the period from the incorporation of the association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Board of Accountancy, pursuant to chapter 473, Florida Statutes. The certified public accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes and the billings, cash receipts, and related records of the association to determine that the Declarant was charged and paid the proper amounts of assessments.

## ARTICLE V - EASEMENTS

In addition to the easements which appear on the Plat, the respective rights and obligations of the Lot owners, the Association, Declarant, and others concerning easements affecting the Community shall include the following:

5.1. Easements for Utilities, Etc. Declarant hereby reserves for the benefit of itself, its successor' and assigns, and its designees (including, without limitation, the **City of Avon Park** and **Highlands County** and any public or private utility), blanket easements upon, across, above and under all property within the community for access, ingress, egress, installation, construction, repair, maintenance, and replacement of utility services of the Community or any portion thereof, including, but not limited to, water, sewer, gas, drainage, irrigation, fire protection, electricity, telephone, cable television, and other services such as trash disposal, roads, walkways, and security systems. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved easement is assigned to the Association, the Board of Directors shall, upon written request, grant a specific license or easement, to a party furnishing any such utility or service.

5.2. Easements for Use and Enjoyment.

A. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to the Lot, subject to the following provisions:

(i) the right of the Association to suspend the voting rights of an Owner for the nonpayment of any monetary obligation due to the association that is more than ninety (90) days delinquent;

(ii) if a member is more than ninety (90) days delinquent in paying a monetary obligation due to the Association, the right of the Association to suspend the rights of the member, or the member's tenant, guest, or invitee, to use common areas and facilities until the monetary obligation is paid in full;

(iii) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws, or Rules and Regulations;

(iv) the right of the Association to borrow money for the purpose of improving the Common Area and Limited Common Area, or any portion thereof or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area or Limited Common Area; provided, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privilege, herein reserved or established for

the benefit of Declarant, or any Owner, or a holder of any mortgage, irrespective of when executed or given by Declarant or any Owner, encumbering any Lot or other property located within the community;

(v) the right of the Association to grant easements across the Common Area and/or Limited Common Area to persons who are not Owners; and

(vi) the right of the Association to dedicate or transfer all or any portion of the Common Area and/or Limited Common Area subject to such conditions as may be agreed to by a majority of the Members of the Association and subject to the approval requirements contained in Article VI, Section 3.

B. Any Owner may delegate his or her right of use and enjoyment in and to the Common Area and Limited Common Area and facilities located thereon to the members of his family, tenants, guest and invitees.

5.3. Easement for Entry. The Association shall have an easement to enter into any Lot for emergency, security, safety and for other purposes reasonably necessary for the proper maintenance and operation of the Community, which right may be exercised by the Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon the request by the Board of Directors.

5.4. Easement for Maintenance. The Association shall have a non-exclusive and perpetual easement to enter upon, across, above, and under each Lot within the Community, the Common Area and the Limited Common Area at reasonable hours to perform its responsibilities of maintenance, inspection and repair, including, without limitation, the right to enter upon each Lot for the purpose of maintaining and landscaping the yards of all Lots.

5.5. Damages. The use of any easement granted under the provisions of this Article shall not include the right to disturb any building or structure in the Community, and any damage caused to same shall be repaired at the expense of the party causing such damage.

6.6. Easement for Support. Every portion of a Residential Unit contributing to the support of a Building or an adjacent Residential Unit shall be burdened with an easement of support for the benefit of all Residential Units in the Building.

6.7. Encroachments. Any portion of any Residential Unit encroaching upon any other Residential Unit or on any of another Lot or the Common Area or Limited Common Area, or any encroachment that shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of an improvement; (iii) any addition, alteration or repair to the Common Area or Limited Common Area made by or with the consent of the Association, or (iv) any

repair or restoration of any improvements for any portion thereof, or any Residential Unit after damage by fire or other casualty, or any taking by condemnation or eminent domain proceedings of all or any portion of any Residential Unit or the Common Area or Limited Common Area, then in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. Such easement shall exist to a distance of not more than three feet as measured from any common boundary between contiguous Residential Units and between each Residential Unit and any adjacent Common Area along a line perpendicular to such boundaries at such points. Any such easement or encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Residential Unit Owners and their respective designees.

6.8. Service. The Association shall have easements through Residential Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities equipment and/or fixtures for the furnishing of utility services heating and cooling end/or ventilation to Residential Units other than the Residential Unit containing the easement, together with the right to maintain and repair any of the foregoing items. The exercise of said rights under this easement shall be at reasonable hours after providing one day's written notice to the Owner(s), unless in the event of an emergency.

#### ARTICLE VI - THE ASSOCIATION

6.1. Functions and Services. The Association shall be empowered to do the following:

- A. Adopt Community Wide Standards of conduct, maintenance, or other activity;
- B. Adopt and amend the bylaws and rules and regulations;
- C. Adopt and amend budgets for revenues, expenditures and reserves;
- D. Collect assessments for Common Expenses;
- E. Hire and discharge employees, agents, independent contractors, managers and administrators (including the Declarant);
- F. Institute, defend or intervene in litigation or administrative proceedings in its own name on its behalf or on behalf of two or more Owners, but only as to matters affecting the Community;
- G. Make contracts and incur liabilities;
- H. Regulate the use, maintenance, repair, replacement and modification of the Common Area;
- I. Make additional improvements to the Common Area;

J. Acquire, hold, encumber and convey in its own name any right, title or interest in real or personal property;

K. Grant easements, lessee, licenses and concessions through or over the Common Area;

L. Take all action necessary to enforce the covenants, conditions and restrictions of this Declaration, the Articles, the Bylaws and the Rules and Regulations;

M. Impose and receive payments, fees or charges for the use, rental or operation of the Common Area and for services provided to Owners;

N. Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, Bylaws and Rules and Regulations of the Association;

O. Impose reasonable charges to prepare and record Amendments to the Declaration and Notices of Lien for unpaid assessments;

P. Purchase at its option general liability and hazard insurance for improvements and activities on the Common Area;

Q. Provide for the indemnification of its officers and maintain directors and officers liability insurance;

R. Assign its right to future income, including the right to receive annual assessments;

S. Exercise any other powers conferred by this Declaration, the Articles of Incorporation, or the Bylaws;

T. Exercise all powers that may be exercised in the State of Florida by similar legal entities;

U. Exercise any other powers necessary and proper for the governance and operation of the Association, including the delegation of its functions and services to any governmental or private entity.

6.2. Obligation of the Association. The Association shall carry out the functions and services specified herein first with the proceeds from annual assessments and then, if necessary, with the proceeds from special assessments. The Board of Directors shall consider the proceeds of assessments and the needs of Members in exercising its functions and services outlined in Section 1 of this Article.



### 6.3. Association Actions Requiring Approval.

A. Unless the Association receives the affirmative vote of at least two-thirds (2/3) of the votes entitled to be cast at a duly convened meeting, the Association shall not be entitled to:

(i) abandon, partition, subdivide, encumber, sell or transfer the Common Area and/or Limited Common Area or any portion thereof. Any such transfer or conveyance of the Common Area and/or Limited Common Area by the Association shall not be made without adequate provision for the continued maintenance and operation of infrastructure improvements for which the Association is responsible. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area and/or Limited Common Area shall not be deemed a transfer within the meaning of this paragraph;

(ii) change, waive or abandon any scheme of regulation, or enforcement of Community-Wide Standards; nor

(iii) use hazard insurance proceeds for losses to any Common Area and/or Limited Common Area other than for the repair or replacement of the Common Area and/or Limited Common Area.

(iv) The Association may not materially and adversely alter the proportionate voting interest appurtenant to a parcel or increase the proportion or percentage by which a parcel shares in the common expenses of the association unless the record parcel owner and all record owners of liens on the parcels join in the execution of the amendment.

## ARTICLE VII - COVENANT FOR MAINTENANCE

7.1. By the Association. The Association shall maintain in an orderly condition, and keep in good repair the Common Area, Limited Common Area, and any real property located within the Community upon which the Association has accepted an easement for maintenance. The Association shall also maintain and keep in good repair all improvements constructed by the Association and/or the Declarant within the road and drainage rights-of-way or easements shown on the Plat unless such improvements are maintained and repaired by a private or public utility. The Association shall have the right, but not the obligation, to maintain property not owned by the Association when the Board of Directors has determined that such maintenance would benefit all owners. For example, the Association may maintain any city or county properties, as permitted by such governmental authority, which are located within or in a reasonable proximity to the Community to the extent that their deterioration would adversely affect the appearance of the Community. All expenses incurred by the Association in connection with the maintenance responsibilities set forth in this section shall be Common Expenses of the Association.

7.2. By the Owner. All Lot Owners shall be responsible for the maintenance and repair of the Lot and all improvements thereon, including, but not limited to, landscaping, sod, shrubbery, painting, repairing, replacement or maintenance of the roof, gutter, downspouts, exterior building surface, glass, doors, and other maintenance and repairs to the Lots and Buildings, excepting only those Property improvements that are specifically set forth in this Declaration as the responsibility of the Association. All maintenance and repair performed by the Owner shall be consistent with the architectural standards and the Community-Wide Standards contained in this Declaration and any other guidelines as may be promulgated by the Association.

A. The Owner shall maintain, repair and replace at the Owner's expense, the Party Structures (as defined below) and the Owner's Residential Unit including all pipes, lines, ducts, conduits, or other apparatus which serve the Residential Unit, (including all gas, electricity, water, sewer or air conditioning pipes, lines, ducts, conduits, chimney flues, if any, [which are to be regularly cleaned] or other apparatus serving the Residential Unit).

B. Each wall, fence, roof, driveway, or similar structure built as a part of the original construction on the Residential Units which serves and/or separates two adjoining Residential Units shall constitute a "Party Structure".

C. All Owners who make use of a Party Structure shall share the costs of reasonable repair and maintenance of the Party Structure equally.

D. In the event of damage or destruction of the Party Structure(s) from any causes, other than the negligence of a particular Owner, the Owners shall, at joint and equal expense, repair or rebuild the Party Structure(s) on the same spot and on the same line and be of the same size, and of the same or similar material and of like quality with the present Party Structure(s), and each Owner, his heirs, successors and assigns shall have the right to use of the Party Structure(s) so repaired or built. The Owners agree that repairs and reconstruction of the Party Structure(s) shall be undertaken wherever the condition exists, which may result in damage or injury to person or property if repair or reconstruction were not undertaken. Any Owner, upon discovering the possibility of damage or destruction, shall notify the other Owner(s) of the nature of the damage, the work required to remedy the situation, and the estimated cost of the repair or reconstruction. The other Owners shall then have twenty (20) days from the receipt of the Notice either to object to the repairs or reconstruction or to pay the Owner's share of the cost of the work. However, in the event of an emergency (i.e., a condition that is immediately threatening to the safety of persons or property), the other Owner(s) shall then have five (5) days from the receipt of the Notice, which Notice shall state that an emergency exists, either to object to the repair, or reconstruction or to pay the Owner's share of the cost of the work.

E. If any Owner's negligence shall cause damage to or destruction of the Party Structure(s), the negligent Owner shall bear the entire cost of repair or reconstruction. If the Owner shall neglect or refuse to pay the Owner's share of all the Owner's costs in the case of negligence, the other Owner(s) may have the Party Structure(s) repaired or restored and shall be entitled to have a mechanic's lien and lis pendens on the Lot of the Owner, failing to pay for the amount of such defaulting Owner's

share of the repair or replacement costs. The right of an Owner to contribution from any other Owner under this paragraph shall be appurtenant to the land and shall pass to such Owner's successor in title.

F. Each Owner and the Owner's respective successors, heirs or assigns shall have an easement in that part of the Lots of the other Owner(s) on which the Party structure(s) is located, as may be necessary or desirable to carry out the terms of this section, each Owner and the Owner's respective successors, heirs, assigns, contractors licensee, agents and employees shall have an easement in that part of the Lot of the other Owner necessary or desirable to repair, restore or extend the Party Structure(s). Each Owner shall permit the other Owner(s) and said other Owner's contractors, licensees, agents and employees to enter his Residential unit for the purpose of repairing, restoring, and/or extending the Party Structure(s) and shall secure the permission of the tenants, if any, occupying the Residential Unit for such entrance.

7.3. Failure to Maintain. In the event that the Board of Directors determines that:

A. any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or

B. the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder was caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not covered or paid for by insurance, in whole or in part, then the Association may order the repairs, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary.

If the necessary maintenance is the responsibility of the Owner under Section 2 or 3 of this Article, the Owner shall have ten (10) days from the date of the notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If the Owner fails to perform its maintenance responsibility as required herein, the Association may provide any such maintenance, repair or replacement at the owner's sole cost and expense, and all costs shall be specifically assessed and shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

## ARTICLE VIII - ASSESSMENTS

8.1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Lot, by acceptance of a deed or other conveyance therefor, regardless of whether so expressed in any such deed or other conveyance, covenants and agrees to pay the Association: (1) annual assessments or charges for Common Expense, (2) special assessments, and (3) individual assessments, including any fines. Each such assessment, together with interest (at the maximum rate allowed by law computed from the date of delinquency), costs of collection and the attorneys' fees shall be a charge and continuing lien

on the Lot and improvements of the Owner against whom each such assessment is made, and also shall be the personal obligation of the Owner of such Lot at the time when the assessment becomes due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any portion of the Common Area and/or Limited Common Area or by the abandonment of the property against which the assessment was made. In the case of co-ownership of a Lot, all of such Co-Owners shall be jointly and severally liable for the entire amount of the assessment.

8.2. Annual Assessments for Common Expenses. Annual assessments shall be levied by the Association and shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots as the payment of Common expenses, including but not limited to, cost and expenses for the maintenance of real and personal property within the Community or owned by the Association, the cost and expense of all taxes, insurance and debt service, and the cost and expense for the management and administration of the association. Annual assessments for Common expenses shall be borne by the Owners in a percentage equal to one (1) divided by the number of Residential Units in the Community.

8.3. Special Assessment. In addition to the annual assessments authorized herein, the Association may Levy a special assessment in any year for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of the Common Area and/or Limited Common Area and improvements thereon.

8.4. Individual Assessments. The Association may impose an individual assessment upon any Owner whose use or treatment of his Lot is not in conformance with the Community-Wide standards as adopted by the Association or which increases the maintenance cost to the association above that which would result from compliance by the Owner with the restrictions imposed by this Declaration. The amount of such assessment shall be equal to the cost incurred together with an overhead charge of fifteen percent (15%) of said cost and may be enforced in the manner provided for any other assessment.

8.5. Date of Commencement of Assessments; Due Date. All annual assessments shall be payable monthly, in advance, on the first (1<sup>st</sup>) day of the month. Assessments received after the fifth (5<sup>th</sup>) day of the month will be considered late. The Association shall assess a late fee in the amount of \$25.00 or 5% of the assessment due, whichever is greater, and the maximum amount of interest at law for any monthly assessment received after the fifth (5<sup>th</sup>) day of the month.

The initial assessments shall be due upon transfer from Declarant to Owner, and will be prorated to the date of transfer. The due date of any special assessment provided for herein shall be set in the resolution authorizing such assessment. Written notice of each assessment shall be provided.

8.6. Computation of Assessment. The Board of Directors shall send notice to the members at least fourteen (14) days prior to the board meeting at which the annual budget will be presented. The budget shall detail the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve sufficient to meet the projected needs for repair or replacement of the Association's assets. A roster of Owners and assessments to be levied against each Lot shall be

prepared concurrently with the budget and shall be kept in the office of the Association and be open to inspection by any Owner, at any reasonable business hour.

The budget and the assessments shall become effective unless disapproved at a meeting by a vote of at least a majority of the votes entitled to be cast at such meeting. In the event the membership disapproves the proposed budget or the Board of Directors fails for any reason to so determine the budget for the succeeding year, then and until such time as the budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

8.7. Liens for Assessments. Upon recording of a Claim of Lien, there shall exist a perfected lien for unpaid assessments on the respective Lot prior and superior to all other liens, except all taxes, bonds, assessments, and other levies which by law would be superior thereto; a lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value, but subject to the limitations of Section 8.8 hereof; and a lien for assessments or other charges of the Association. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure, no right to vote shall be exercised on its behalf, no assessment shall be levied on it, and each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged against such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. After notice and hearing, the Board of Directors may temporarily suspend the voting rights and right to use the Common Area and Limited Common Area of a Member while such Member is in default in payment of any assessment.

Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and also to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners.

All payments shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

8.8. Subordination of the Lien to First Mortgages; Mortgagees Rights. The lien for assessments provided for herein shall be subordinate to the first mortgage lien of any Institutional Lender placed upon a Lot prior to the recording of a Claim of Lien for the unpaid assessment. The liability of an Institutional Lender, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

- (i). The parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or
- (ii). One percent of the original mortgage debt.

The limitations on Institutional Lender first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the parcel owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

An Institutional Lender first mortgagee, upon written request, shall be entitled to written notification from the Association of any default of an Owner of any obligation hereunder which is not cured within sixty (60) days.

8.9. Assessment Obligation of Declarant. Notwithstanding any provision in this Declaration to the contrary, after the commencement of assessment payments as to any Lot, Declarant may elect in writing either of the following alternatives as a method of paying its assessments: (1) pay to the Association the difference between the amount received from assessments from all Owners other than Declarant and the amount of the actual expenditures required to operate the Association for the year; or (2) pay the full amount of any assessments for each occupied Lot which it owns. Payment under either of the foregoing options shall constitute full payment of all assessments owed under this Declaration. However, Declarant shall not be subject to assessment for model homes or homes built on speculation, unimproved Lots or unoccupied Lots that it owns. In no event shall the Declarant's responsibility for payment to the Association of any assessments for its Lots exceed the amount paid by other members for their Lots.

Notwithstanding anything to the contrary contained herein, Declarant may contribute assessments due from it in services or materials or a combination of services and materials, rather than in money (herein collectively called "in-kind contribution"). The amount by which any monetary assessment shall be decreased as a result of any in-kind contribution shall be the fair market value of the contribution. The Declarant and the Association shall agree as to the value of any in-kind contribution, but if the Association and the Declarant cannot agree as to the value of any in-kind contribution, the Declarant shall supply the Association with a detailed explanation of the service performed and material furnished. If the Association and the Declarant are still unable to agree on the value of the contribution, the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors approved by Declarant who are in the business providing such services and materials, and the value of the in-kind contribution shall be deemed to be the average of the bids received from the independent contractor.

8.10. Exempt Property. The Common Area, Limited Common Area and properties upon which an easement has been dedicated and accepted by a local public authority and devoted to public use shall be exempt from the assessments, charge and lien created by this Declaration.

## ARTICLE IX - ARCHITECTURAL STANDARDS

The Board of Directors shall have the authority and standing on the behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Architectural Review Committee (the "Committee"), established by this Article. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any lands subject to this Declaration.

9.1. The Architectural Review Committee. The Board of Directors shall appoint the Architectural Review Committee ("Committee") which shall consist of at least three (3), but no more than five (5) persons; however, the Declarant retains the right to appoint all members of the Committee until one hundred percent (100%) of the Lots in the Community have been developed and conveyed to purchasers in the normal course of development and sale. The Committee shall have exclusive jurisdiction over all exterior painting, original construction, modifications, additions, or alterations made on or to existing Residential Units or Lots pursuant to the Architectural Standards. Moreover, the Committee shall have the right to revise, amend and update the architectural Standards by a majority vote of the Committee, in order to respond to future changes. Upon revising, amending or updating the Architectural Standards, the Committee shall provide notice of the changes to the Board of Directors and the Association, and the Committee will make the corresponding changes in the Architectural Standards.

9.2. Architectural Standard. On behalf of the Board of Directors, the Committee shall prepare and promulgate design and development guidelines and review procedures entitled Architectural Standards. All proposed construction, modifications, additions and improvements by Owners, builders and developers who seek to engage in development of or construction upon all or any portion of the community shall be in strict compliance with the Architectural Standards and this Article. Moreover, no painting of the exterior of a Residential Unit by an Owner, no construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with the Architectural Standards and this Article.

9.3. Standards Applicable to All Residential Units. The exterior paint of all Residential Units in the community shall be painted "beige" in accordance with the Architectural Standards approved by the Architectural Review Committee. The roofing material for all Residential Units built within the Community shall be asphalt shingle and must conform to the shingle colors selected by the Committee. Every Residential Unit shall have a "white" mailbox supported by a wooden post painted "white" in accordance with the Architectural Standards approved by the Committee. The driveway for every residential unit shall be paved concrete and shall be painted "white" in accordance with the Architectural Standards approved by the Committee.

9.4. Single Family Units. Every Single Family Residential Unit in the Community must have at least 1,000 square feet of living space plus, at minimum, a 1-car garage. Maximum square footage, garage size, and additional requirements for Single Family units shall be in accordance with the Architectural Standards approved by the Committee.

9.5. Duplex Units. Every Duplex Residential Unit in the Community must have at least 1,070 square feet of living space plus, at minimum, a 1-car garage. Maximum square footage, garage size, and additional requirements for Duplex units shall be in accordance with the Architectural Standards approved by the Committee.

9.6. Four-Plex Units. Every Fourplex Residential Unit in the Community must have at least 890 square feet of living space plus, at minimum, a 1-car garage. Maximum square footage, garage size, and additional requirements for Fourplex units shall be in accordance with the Architectural Standards approved by the Committee.

9.7. Variances. Pursuant to the Architectural Standards, the Committee upon a majority vote of the Committee has the right to grant variances from the Architectural Standards to individual owners, builders or developers of all or any portion of the community.

9.8. Modification Committee. The Board of Directors may also appoint a Modification Committee (MC) which shall consist of at least three (3), but no more than five (5) persons; however, the Declarant retains the right to appoint all members of the Committee until one hundred percent (100%) of the lots have been developed and conveyed to purchasers in the normal course of development and sale. The MC shall have exclusive jurisdiction over modifications, additions, or alternations made on or to existing residences, or structures pursuant to the Architectural Standards.

## ARTICLE X - CONDEMNATION

In the event of condemnation of any portion of the Common Area or Limited Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent lands are available therefor, unless a vote of at least two-thirds (2/3) of the votes entitled to be cast at the meeting called for such purpose where a quorum is present shall vote to not restore or replace such improvements.

## ARTICLE XI – HOUSING FOR OLDER PERSONS

11.1. General. It is the intent of the Declarant that the Community shall be used exclusively for the purpose of providing "housing for older persons" as that term is defined in the Fair Housing Act, 42 U.S.C., Chapter 45, Subchapter I, §3601, *et. seq.*, and Part II of Chapter 760, the Florida Fair Housing Act, and any other applicable federal, state or local laws and regulations. Accordingly, the following policies and procedures will be implemented:



11.2 Age Restriction. At least Eighty Percent (80%) of the occupied Residential Units are occupied by at least one person 55 years of age or older. No one under the age of forty-five (45) shall reside on the Property as a permanent resident in the Community. Occupancy in any Residential Unit(s) for more than ninety (90) days shall constitute "permanent" occupancy.

11.3. Fair Housing Act Community Plan Exceptions. Exceptions are permitted in accordance with the Fair Housing Act Community Plan as required by the regulations of the U.S. Department of Housing and Urban Development.

11.4. Census Form. A census form will be provided annually to every resident of the Community, to be filled out by all persons residing in the Community.

11.5. Caregivers. The Association may authorize, after receipt of sufficient documentation, occupancy on a temporary basis of a dwelling by a bona fide caregiver under the age of fifty-five (55) years of age who is engaged to provide in-home care, and live in that home, for a resident, but who is no longer able to function independently in the mobile home. The Association reserves the right to require written confirmation from a licensed physician of the need for such home health care services.

## ARTICLE XII – APPROVAL OF RESIDENTS

12.1. Application and Approval for Residency. Prior to purchasing a lot in the Community, moving a Residential Unit in the Community, or renting a Residential Unit in the Community, all prospective residents must complete an application for residency, which will include a background and credit check. The Association must approve or reject applications for residency. There are no exceptions to this Rule. All residents shall be considered desirable and compatible with the Community in order to be approved for admittance and must meet certain financial criteria as established by Association.

(a) The Association shall have the right to refuse admittance to any prospective resident on the basis of the criteria established to determine the background, character, and financial responsibility of prospective residents.

(b) At the time of application for initial residency, or upon demand by the Association, all prospective residents and all existing residents shall be required to produce for inspection and copying one of the following age verification documentation: driver's license; birth certificate with photo identification; passport; immigration card; military identification; or other valid local, state, national or international documents containing a birth date of comparable reliability. It is also required that a prospective resident provide references.

### ARTICLE XIII – RIGHT OF FIRST REFUSAL

The Association shall have a Right of First Refusal to purchase any lot in the Community. The decision to exercise the Right of First Refusal shall be made by the Board of Directors, upon the terms and conditions set forth below:

(a) In the event an Owner desires to sell a lot in the Community, the Association shall be given written notice of the terms of sale and the asking price. Within thirty (30) days from the date of said written notice, the Association may present to the Owner a written contract to purchase the lot, for the price and upon the terms of sale contained in said notice. The contract shall require the Association to close the sale within forty five (45) days of the Owner's acceptance of the contract. Provided the contract meets the terms and conditions of the notice, the Owner will promptly execute the contract, and at closing will convey the lot to the Association with marketable title.

(b) In the event the Association does not submit a contract to the Owner as described in the foregoing paragraph, then upon Owner's receipt of a bona fide written offer to purchase the lot from another party which is acceptable to the Owner, the Owner shall disclose the terms of such offer to the Association, in writing. The Association shall have fifteen (15) days after receiving said notice within which to deliver to the Owner a written contract to purchase the lot on the same terms offered by the third party. The contract shall require the Association to close the sale within forty-five (45) days. Provided the contract meets the terms and conditions of the third party offer, the Owner will promptly execute said contract, and notify the third party offeree in writing that the Owner will sell the lot to the Association. At closing, the Owner will convey the lot to the Association with marketable title.

### ARTICLE XIV – LEASING BY OWNERS

The Owner of a Lot in community, who has owned the lot for one (1) year or more, may lease the Lot. Only entire units may be leased. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the terms of the Declaration and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction. Any such lease shall be for a term of at least three (3) months and no more than one (1) year.

Notwithstanding the foregoing, the Declarant reserves the right to offer to prospective residents lifetime Leases of Lots owned by the Declarant.

### ARTICLE XV - USE RESTRICTIONS

15.1. General. The Board of Directors may, from time to time, without consent of the Members, promulgate, modify, or delete the use restrictions, rules and regulations applicable to the Lots and Common Area and Limited Common Area. Such regulations and use restrictions shall be binding upon all Owners and occupants.

The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the property within the Community, which rules and regulations shall be consistent with the rights and duties established by this Declaration and the Architectural Standards.

15.2 Residential Use. No commercial use of Properties which would require any occupational license shall be permitted unless approved by the Board of Directors in writing.

15.3 Smoke-Free Community. Oaks Village is a Smoke-Free Community. Smoking is prohibited in Common Areas, Limited Common Areas, Lots and Residential Units within the Community.

15.4 Nuisances. No activity shall be permitted to exist or operate in the Community which constitutes a nuisance or is detrimental to the Community.

15.5 Unlawful Use. The Association and the Owners shall comply with all applicable laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency relating to the Community.

15.6 Insurance. No Owner shall permit anything to be done or kept in or on his or her Lot or the Common Area and/or Limited Common Area which increases the rate of insurance, or results in the cancellation of insurance, on the Common Area and/or Limited Common Area.

15.7 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except pets of the customary household variety such as cats, dogs, birds and fish, but only if such pets do not cause a disturbance or a nuisance in the Community. No pets may be kept, bred or maintained for any commercial purpose. The Association may reasonably restrict the types and numbers of pets which may be kept and restrict the area of the Community where pets may be walked.

15.8 Signs. No sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Residential Unit, Lot, Common Area and/or Limited Common Area unless expressed prior written approval of the size, shape, content and location has been obtained from the Board of Directors, which approval may be withheld in its discretion. Notwithstanding the foregoing, the Declarant shall be permitted to post and display an advertising sign on the Property and the Board of Directors may erect reasonable and appropriate signs on any portion of the Common Area and/or Limited Common Area.

15.9 Exterior Lighting. In accordance with the Architectural Standards and except as may be installed initially by Declarant, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon the Common Area, Limited Common Area or any part thereof without the prior written approval of the Committee. Low intensity lighting which does not disturb the Owners or other occupants shall be permitted.

15.10. Traffic Hazards. Nothing shall be erected, constructed, planted or otherwise placed in the Community subsequent to the initial construction of improvements in the Community by Declarant which creates a traffic hazard or blocks the vision of motorist, upon any of the streets, roads or intersections of the Community.

15.11. Maintenance of Yards. All garbage receptacles, gas meters, and other equipment materials and supplies placed or stored outside must be concealed from view from roads and adjacent properties in accordance with the Architectural Standards.

15.12. Antennas. Other Devices. Exterior radio or television antennae, satellite dishes and aerials shall not exceed the size and height permitted by the Telecommunication Act of 1996 FCC OTARD Rules, as the same may be amended from time to time. No exterior radio or television antenna may be erected on common areas or limited common areas.

15.13. Temporary Structures. No temporary structure, such as a trailer, tent, shack, barn, shed or other outbuilding shall be permitted at any time, other than:

(a) Cabanas appurtenant to a swimming pool, detached garages and gazebos in accordance with the Architectural Standards of the Committee;

(b) Temporary structures during the period of actual construction; or

(c) Tents or other temporary structures for use during social functions.

15.14. Water Supply and Sewerage. No septic tanks shall be permitted within the Properties. No wells shall be installed, unless permitted by the Committee pursuant to the Architectural Standards.

15.15. Fuel Storage Tanks. No fuel or gas storage tanks shall be permitted; however, an Owner may keep and maintain a small gas tank for gas barbecues, fireplaces and hot tubs, provided they are maintained in accordance with the Architectural Standards.

15.16. Parking and Garages. Owners shall park only in their garages, in the driveway servicing their Residential Units, or in appropriate parking spaces designated by the Board of Directors. Garage doors shall be kept closed except when automobiles are entering or leaving the garage.

15.17. Soliciting. No soliciting will be allowed at any time within the Community.

15.18. Trees. Pursuant to the Architectural Standards, no trees shall be cut or removed without approval of the Committee.

15.19. Fences and Walls. No fences or walls shall be erected unless in accordance with the Architectural Standards.

15.20. Motor Vehicles, Trailers, Etc. Recreational vehicles, including but not limited to boats, watercraft, boat trailers, golf carts, mobile homes, trailers (either with or without wheels), motor homes, vans over fourteen (14) feet in length, tractors, trucks in excess of three-fourths (3/4) ton, all-terrain vehicles, commercial vehicles of any type, campers, motorized campers, motorized go-carts or any other related transportation device may only be stored outside or on any Lot a maximum of 24 hours, unless fully garaged. Moreover, no recreational vehicle shall be parked on any portion of the Common Area or Limited Common Area unless such areas are specifically designated for recreational parking. The Association may make reasonable rules regarding the use of mopeds and motorcycles in the Community. No Owner or other occupant of the Community shall repair or restore any vehicle of any kind upon or within the Community, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Vehicles shall be parked only within Lots on paved surfaces and shall not block sidewalks or bike paths. Parking by Owners within street rights-of-way is prohibited and the Association is authorized to tow vehicles parked in violation hereof. Overnight parking in street rights-of-way by non-Owners is prohibited.

15.21. Delivery and Construction Hours. All construction activities, other than work to be performed on the inside of a Residential Unit which is enclosed, and all delivery of construction materials shall only be permitted in accordance with the Architectural Standards.

15.22. Recreation Equipment. All basketball courts, backboards, volleyball nets, swing sets, sandboxes and other outdoor recreational equipment shall be installed, maintained or used only in accordance with the Architectural Standards.

15.23. Lawns and Landscaping. All landscaping to be performed by an Owner with respect to the owner's Lot must be approved by the Architectural Review Committee. Further, no gravel, blacktop or paved parking strips shall be installed or maintained by any Owner adjacent to and along the street. No trash, debris, or refuse pile shall be placed or remain on a Lot.

15.24. Subdivision. No Lot shall be further subdivided except upon express written consent of the Board of Directors of the Association, and in accordance with applicable subdivision regulations.

15.25. Declarant's Sales and Construction Activities. Declarant, its agents, employees, successors and assigns may maintain facilities and activities reasonably required, convenient or incidental to the completion, improvement, development and sale of Lots, including without limitation, the installation and operation of sales and construction offices, signs and model dwellings. The location of any sales or construction office of Declarant shall be subject to Declarant's control. The right to maintain such facilities and activities shall include specifically the right to use Lots as model residences and for related activities. The Declarant's rights, as described in this section, shall continue even after conveyance of the Common Area and Limited Common Area to the Association.

15.26. Community Events - Right of Owners to Peaceably Assemble. All Common Areas, Limited Common Areas and recreational facilities serving the Community shall be available to Owners and their invited guests for the use intended for such common areas and recreational facilities. The serving or consumption of Alcohol is prohibited in all Common Areas, Limited Common Areas and

recreational facilities. The Association, through its Board of Directors, may adopt additional reasonable rules and regulations pertaining to the use of such common areas and recreational facilities.

No entity or entities shall unreasonably restrict any Owner'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; nor shall any entity or entities interfere with the right of Owners and their invited guests to assemble for Christian activities, including, but not limited to: chapel services, prayer meetings, Bible studies, missionary awareness meetings and Christian film viewings.

#### ARTICLE XVI - ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS

16.1. Compliance by Owners. Every Owner, Owner's family, guests, invitees, tenants, and employees shall at all times comply with all Bylaws, Rules and Regulations, Community-Wide Standards, Architectural Standards, Use Restrictions, and with the covenants, conditions and restrictions set forth herein and in the deed to his or her Lot (as hereinafter referred to in this Article, the "Rules"). All violations shall be submitted to the Board of Directors in writing. Disagreements concerning violations, including interpretation of the Rules, shall be presented to and determined by the Board of Directors, whose interpretation and whose remedial action shall control. In the event that an Owner fails to abide by the Rules, then he or she may be subject to any action, fine, or other remedy contained in this Declaration. Each remedy shall be non-exclusive and in addition to all other rights and remedies to which the Declarant or the Association may be entitled. Failure by the Association to enforce any Rules or exercise any right or remedy contained herein shall not be deemed a waiver of the right to do so thereafter.

16.2. Actions. The Board of Directors may bring an action at law and in equity, including an action for injunctive relief, or both in the name of the Association to enforce the Rules. In such an event, the Association additionally shall be entitled to recover costs and attorney's fees.

16.3. Fines. The Association may levy reasonable fines of up to \$100 per violation against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of this Declaration, the Association Bylaws, or reasonable rules of the Association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for 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 a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney's fees and costs from the nonprevailing party as determined by the court.

16.4. Suspension of Use of Common Areas and Facilities. The Association may suspend, for a reasonable period of time, the right of a member, or a member's tenant, guest, or invitee, to use common areas and facilities for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of this Declaration, the Association Bylaws, or reasonable rules of the association.

16.5. Notice Requirements. A fine or suspension may not be imposed without at least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) 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. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

16.6. Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition.

16.7. Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

16.8. Nonexclusive Remedy. Any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

#### ARTICLE XVII - RIGHT TO MODIFY OR CANCEL

Until such time as the last Lot which the Declarant holds for sale in the ordinary course of business is conveyed by the Declarant, it specifically reserves for itself, its successors and assigns and to the Association the absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any or all of the covenants, conditions and restrictions or other provision contained in this Declaration or hereinafter included in any subsequent Declaration; provided, however, that no such alteration, modification, amendment, revocation, rescission, or cancellation shall prejudice or otherwise impair the security, rights and priorities of any Mortgages of record as to any Lot, nor shall any alteration, modification, amendment, revocation, rescission or cancellation, mend the Association's obligation to maintain and keep in good repair all improvements constructed by the Association and/or the Declarant within the road and drainage rights-of-ways or easements shown on the Plat unless such improvements are maintained and repaired by a private or public utility.

The Declarant may unilaterally alter, modify, change, revoke, rescind, or cancel any or all of the covenants, conditions and restrictions or other provision contained in this Declaration or hereinafter included in any subsequent Declaration, at any time prior to the occurrence of an event specified in Section 4.2 (B) above, providing for the termination of Class "B" membership.

#### ARTICLE XVIII - ASSIGNMENT

Any or all of the rights, powers, obligations, easements and estates reserved or given to the Declarant or the Association may be assigned by the Declarant or by the Association, as the case may be, to the Association or other assignee. Any assignment shall be made by appropriate instrument in

writing, and any assignee shall expressly agree to assume the rights, powers, duties and obligations contained herein, and the assignor shall be relieved and released of all responsibility hereunder.

## ARTICLE XIX - GENERAL PROVISIONS

19.1. Duration. The covenants, conditions and restrictions contained in this Declaration or any amendment thereto shall run with and bind the land and any Owner or lessee thereof, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded. The covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots is recorded which changes or terminates the covenants, conditions and restrictions in whole or in part. However, no instrument which changes or terminates the covenants, conditions or restrictions shall be effective unless executed and recorded at least ninety (90) days in advance of the end of the initial or any extension period hereof, and unless written notice of the proposed instrument is sent to every Owner at least ninety (90) days in advance of any action taken.

If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

19.2. Termination. Should the Members vote not to renew and extend this Declaration, the Common Area and/or Limited Common Area owned by the Association shall be transferred to a trustee appointed by the Circuit Court of Highlands County, Florida, which trustee shall sell the Common Area and/or Limited Common Area free and clear of the limitations imposed hereby upon terms established by a Circuit Court of Highlands County, Florida. In such event, however, adequate provisions shall be made for the maintenance of any private water, sewer, streets, or drainage facilities located within the Common Area and/or Limited Common Area, and such maintenance responsibility shall not become the responsibility of the City of Avon Park or Highlands County without the consent of each. The proceeds of a sale of the Common Area and/or Limited Common Area first shall be used for the payment of any debts or obligations constituting a lien on the Common Area and/or Limited Common Area, then for payment of any obligation incurred by the trustee in the operation, maintenance, repair or upkeep of the Common Area and/or Limited Common Area. The excess proceeds, if any, shall be distributed among the Owners in proportion to each Owner's Common expenses.

19.3. Amendment. This Declaration may be amended at any time upon the recording of an instrument executed by an Officer of the Association and approved by not least than two-thirds (2/3) of the votes eligible to be cast by the Members of the Association, provided that so long as Declarant is the Owner of any Lot or property affected by this Declaration, or amendment hereto, no amendment shall be effective without Declarant's express written consent and joinder. Article VIII (Assessments) may not be amended without the consent of each mortgagee holding a first mortgage upon a Lot. Any amendment



which would impair or prejudice the right or priorities of any first mortgagee shall not be effective without the prior written consent of such first mortgagee. No amendment shall be effective which is deemed by the City of Avon Park or Highlands County to affect the Association's obligation to maintain and keep in good repair all improvements constructed by the Association and/or the Declarant within the road and drainage rights-of-ways or easements shown on the Plat unless such improvements are maintained and repaired by a private or public utility.

19.4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when either mailed, postpaid, to the last known address of the person who appears as Member or owner on the records of the Association at the time of such mailing or when sent by electronic transmission in a manner authorized by law provided the Member has consented in writing to receiving notice by electronic transmission.

19.5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision, which shall remain in full force and effect.

19.6. Partition. The Common Area and Limited Common Area shall remain undivided, and no person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners within the Community and without the written consent of all holders of all mortgages encumbering any portion of the property within the Community.

19.7. Gender and Grammar. The singular, wherever used herein shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

19.8. Captions. The captions of each Article and section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

19.9. Conveyances of Common Area and Limited Common Area. The Association shall accept conveyances of Common Area and Limited Common Area as are made from time to time to the Association by Declarant.

19.10. Security. The Association will strive to maintain Oaks Village a secure residential environment. HOWEVER, NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL IN ANY WAY IS BE CONSIDERED SECURITY OR GUARANTORS OF SECURITY WITHIN OAKS VILLAGE AND NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, THE DECLARANT AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT SECURITY OR GUARANTORS AND THAT EACH OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, LOTS, RESIDENTIAL UNITS, AND TO THE CONTENTS OF RESIDENTIAL UNITS AND FURTHER ACKNOWLEDGE THE

ASSOCIATION, ITS BOARD OF DIRECTORS, THE DECLARANT AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

WITNESSES:

Lily Ann Bermudez  
 Witness 1 Printed Name: Lily Ann Bermudez  
Anita Warden  
 Witness 2 Printed Name: Anita Warden

DECLARANT:

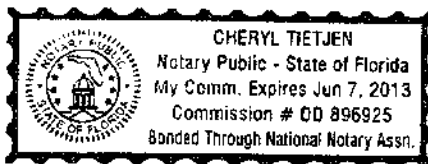
Gregory P. De La Piedra  
 By: Gregory P. De La Piedra  
 Its: Treasurer

STATE OF FLORIDA

COUNTY OF HIGHLANDS

Acknowledged before me this 2nd day of April, 2013, by  
Gregory P. De La Piedra as Treasurer of Growing Tree Foundation, Inc.,  
 who: ☒ is are personally known to me or ☐ has/have produced  
 as identification.

SEAL OR STAMP



Cheryl Tietjen  
 NOTARY PUBLIC  
 My commission expires:

EXHIBIT A

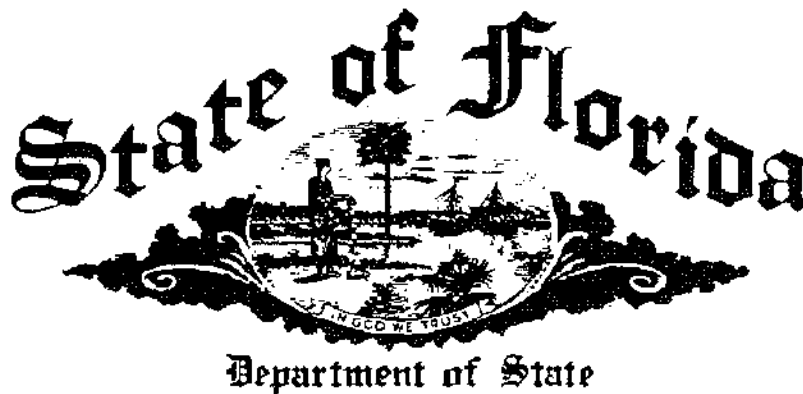
**LEGAL DESCRIPTION**

A PORTION OF LOTS 1, 2, 3, & 4, BLOCK 11, OF TOWN OF AVON PARK, IN SECTION 15, TOWNSHIP 33 SOUTH, RANGE 28 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89°55'41" EAST, ALONG THE NORTH LINE OF LOT 3, BLOCK 11, A DISTANCE OF 148.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°55'41" EAST, ALONG THE NORTH LINE OF LOT 3, BLOCK 11, A DISTANCE OF 314.43 FEET; THENCE NORTH 00°06'58" WEST, A DISTANCE OF 248.17 FEET; THENCE NORTH 18°09'22" EAST, A DISTANCE OF 51.19 FEET; THENCE NORTH 63°56'50" EAST, A DISTANCE OF 78.69 FEET; THENCE NORTH 89°59'18" EAST, A DISTANCE OF 551.69 FEET; THENCE SOUTH 00°01'20" EAST, 332.29 FEET; THENCE SOUTH 89°55'41" EAST, A DISTANCE OF 192.06 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF NORTH CENTRAL AVENUE; THENCE SOUTH 00°02'41" EAST, ALONG SAID RIGHT OF WAY LINE, 424.79 FEET; THENCE NORTH 89°58'11" WEST, 208.71 FEET; THENCE SOUTH 00°02'41" EAST, 208.71 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF PALMETTO AVENUE; THENCE NORTH 89°58'11" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1063.87 FEET TO SAID RIGHT OF WAY LINE INTERSECTION THE EAST RIGHT OF WAY LINE OF EMMANUEL WAY; THENCE NORTH 00°00'20" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 324.38 FEET; THENCE NORTH 74°20'21" EAST, A DISTANCE OF 78.78 FEET; THENCE NORTH 67°38'09" EAST, A DISTANCE OF 19.36 FEET; THENCE NORTH 36°28'21" EAST, A DISTANCE OF 29.41 FEET; THENCE NORTH 00°32'53" EAST, A DISTANCE OF 62.20 FEET; THENCE NORTH 89°35'08" EAST, A DISTANCE OF 15.87 FEET; THENCE NORTH 01°02'40" EAST, A DISTANCE OF 24.09 FEET; THENCE NORTH 00°03'30" WEST, A DISTANCE OF 171.20 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

850-617-6381

2/28/2013 10:16:30 AM PAGE 1/003 Fax Server



I certify from the records of this office that OAKS VILLAGE HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on February 27, 2013.

The document number of this corporation is N13000001953.

I further certify that said corporation has paid all fees due this office through December 31, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

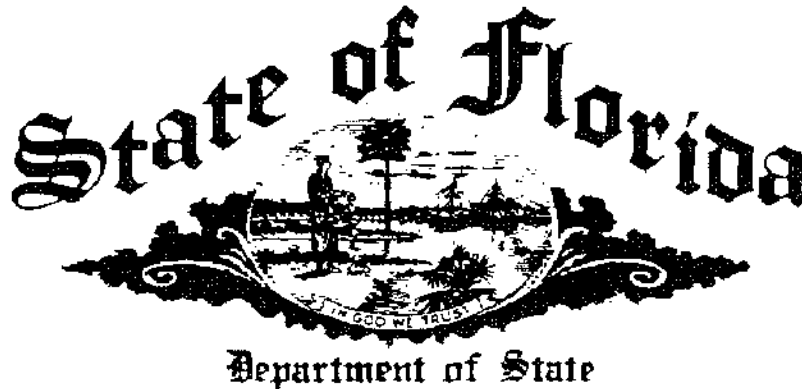
I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 513A00004831-022813-N13000001953-1/1, noted below.

Authentication Code: 513A00004831-022813-N13000001953-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-eighth day of February, 2013



*Ken Detzner*  
Ken Detzner  
Secretary of State



I certify the attached is a true and correct copy of the Articles of Incorporation of OAKS VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on February 27, 2013, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H13000045763. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N13000001953.

Authentication Code: 513A00004831-022813-N13000001953-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-eighth day of February, 2013



*Ken Detzner*  
Ken Detzner  
Secretary of State

850-617-6381

2/28/2013 10:16:30 AM PAGE 3/003 Fax Server



February 28, 2013

FLORIDA DEPARTMENT OF STATE  
Division of CorporationsOAKS VILLAGE HOMEOWNERS ASSOCIATION, INC.  
751 WEST CAREY LANE  
AVON PARK, FL 33825

The Articles of Incorporation for OAKS VILLAGE HOMEOWNERS ASSOCIATION, INC. were filed on February 27, 2013, and assigned document number N13000001953. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H13000045763.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to [www.irs.gov](http://www.irs.gov).

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at (850) 245-6052.

Tim Burch  
Regulatory Specialist II  
New Filings Section  
Division of Corporations

Letter Number: 513A00004831



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**ARTICLES OF INCORPORATION**  
**OF**  
**OAKS VILLAGE HOMEOWNERS ASSOCIATION, INC.**  
*a Florida Corporation Not-for-Profit*

The undersigned do hereby associate themselves for the purpose of forming a corporation not-for-profit pursuant to Chapters 617 and 720, Florida Statutes, and adopt the following articles of incorporation.

Article 1. - Name and Business Address

The name of this corporation shall be **OAKS VILLAGE HOMEOWNERS ASSOCIATION, INC.** (referred to herein as the "**Association**"). The initial principal registered office of the Association is located at **751 West Carey Lane, Avon Park, Florida 33825**. The Board of Directors may, from time to time, move the principal office to any other address in the State of Florida.

Article 2. - Purpose

The purpose for which the Association is organized is to provide an entity for the management and maintenance of property and improvements of **OAKS VILLAGE**, located in **Highlands County, Florida, 751 West Carey Lane, Avon Park, Florida 33825**, and more particularly described in the Plat thereof recorded in the Public Records of Highlands County, Florida (the "**Community**").

Article 3. - Powers

The powers of the Association shall include and be governed by the following provisions:

Section 3.1. General Powers. The Association shall have the common law and statutory powers of a corporation not-for-profit, including, but not specifically limited to, the power to own and convey property, establish rules and regulations, sue and be sued, and take any other action necessary for the purposes for which the Association is organized. The Association shall exist in perpetuity unless and until otherwise dissolved as provided by law.

Section 3.2. Priority of Controlling Documents. In the event of a conflict between the powers of the Association as set forth in these Articles of Incorporation, the Bylaws, or the Declaration of Covenants, Conditions and Restrictions, then the Declaration of Covenants, Conditions and Restrictions shall prevail over the Articles of Incorporation, the Articles of Incorporation shall prevail over the Bylaws, and the Bylaws shall prevail over rules and regulations of the Association.

Section 3.3. Common Property. All funds and titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members of this Association in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions, these Articles of Incorporation, and the Bylaws of the Association, and the costs, expenses, maintenance, care and upkeep of such properties for the benefit of the members shall be considered common expenses.

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Section 3.4. Power to Assess. The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the lot owners as allowed by the Declaration of Covenants, Conditions and Restrictions.

Section 3.5. Non-Profit Status. The Association shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member or director of the Association or to any other private individual. The Association shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office. Notwithstanding anything herein to the contrary, the Association shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c)(22) of the Internal Revenue Code and its regulations as the same now exist or as they may be hereinafter amended from time to time.

Section 3.6. No Stock. The Association shall have no capital stock.

Section 3.7. Proviso. Nothing in these Articles of Incorporation shall be construed to give the Association any powers not authorized by the Florida Not-For-Profit Corporation Act.

#### Article 4. - Membership

Section 4.1. Initial Members. Until such time as the Declaration of Covenants, Conditions and Restrictions shall be recorded in the Public Records of the County in which the property is located, membership in the Association shall be comprised of the Incorporator and any Subscribers to these Articles, their heirs, successors and assigns. Each Incorporator and Subscriber shall be entitled to cast one (1) vote on all matters in which the membership shall be entitled to vote.

Section 4.2. Membership Classes. After the recording of the Declaration of Covenants, Conditions and Restrictions, the members of the Association shall consist of all Class A and Class B members.

4.2.1. Class A membership shall consist of the record owners of lots in the Community, their successors and assigns. There shall be one (1) vote for each Class A lot.

4.2.2. Class B membership shall consist of the Developer. The Developer shall have eight (8) votes for each lot owned by the Developer. Class B membership shall terminate upon turn-over of control of the Association to the Class A members, as provided in Section 8.3 hereinbelow.

Section 4.3. Membership. Membership shall be acquired by recording in the Public Records of the County in which the Community is located a deed or other instrument establishing record title to a lot in the Community, the owner designated by such instrument thus becoming a member of the Association, and the membership of the prior owner thereby being terminated; provided, however, that any party who owns more than one lot shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any lot. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her lot.

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Section 4.4. Voting Rights. Except as specifically provided in subsection 4.2.2, herein, on all matters upon which the member shall be entitled to vote, there shall be one vote for each lot, which vote may be exercised or cast in such manner as may be provided in the Bylaws of the Association. Any person or entity owning more than one lot shall be entitled to vote for each lot owned.

#### Article 5. - Existence

The Association shall have perpetual existence unless the Association is dissolved pursuant to any applicable provision of the Florida Statutes. Any dissolution of the Association shall comply with the Declaration.

#### Article 6. - Incorporator

The name and address of the incorporator of this Association is:

Gregory P. De La Piedra  
751 West Carey Lane  
Avon Park, Florida 33825

#### Article 7. - Officers

The affairs of the Association shall be administered by a President, Vice-President, Secretary and Treasurer, and such other and additional officers and agents as the Board of Directors of the Association may, from time to time, designate. Any person may hold more than one office, except that the same person shall not hold both the offices of President and Secretary. Officers of the Association shall be those set forth herein or elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Gregory P. De La Piedra 751 West Carey Lane Avon Park, Florida 33825
Vice-President, Secretary & Treasurer:	Eunice Susana De La Piedra 751 West Carey Lane Avon Park, Florida 33825

#### Article 8. - Directors

Section 8.1. Board of Directors. The affairs of the Association shall be managed by a Board of Directors who need not be members of the Association. The membership of the Board shall consist of not less than three (3) Directors until control of the Association is transferred to the lot owners other than the Developer pursuant to §720.301, *Florida Statutes*. Thereafter, the Board of Directors shall consist of not less

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than three (3) nor more than seven (7) Directors; provided, however, that the Board shall always consist of an odd number of Directors.

Section 8.2. Election of Directors. Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws.

Section 8.3. Developer Rights. The first election of Directors shall not be held until the Developer, as defined in the Declaration of Covenants, Conditions and Restrictions, is required by law to elect directors in accordance with §720.307, *Florida Statutes*. The Developer shall remain in control of the Board of Directors until required to relinquish pursuant to §720.307(1)(a), *Florida Statutes*. The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors and/or the Developer. Members other than the Developer shall be entitled to elect at least a majority of the members of the Board of Directors of the Association three (3) months after ninety (90) percent of the lots have been conveyed to members. However, the term "members other than the Developer" does not include builders, contractors, or others who purchase a lot for the purpose of constructing improvements thereon for resale. The Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the lots in the Community. After the Developer relinquishes control of the homeowners' association, the Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other member, except for the purpose of re-acquiring control of the homeowners' association or selecting the majority of the members of the Board of Directors.

Section 8.4. Initial Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are:

Gregory P. De La Piedra  
751 West Carey Lane  
Avon Park, Florida 33825

Eunice Susana De La Piedra  
751 West Carey Lane  
Avon Park, Florida 33825

Samuel Christian Hendrix  
751 West Carey Lane  
Avon Park, Florida 33825

#### Article 9. - Indemnification

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorney's fees reasonably incurred by or imposed upon him or her in connection with any proceedings or the settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a Director or officer

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of the Association, whether or not he or she is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance, or found to have breached his or her fiduciary duty, in the performance of his or her duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or officer may be entitled.

#### Article 10. - Bylaws

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner therein provided.

#### Article 11. - Rules & Regulations

The Board of Directors shall have the power to promulgate rules and regulations for the Association.

#### Article 12. - Amendment

These Articles of Incorporation may be amended in the following manner:

Section 12.1. Prior to turn-over of control by the Developer, by majority vote of the Directors.

Section 12.2. After turn-over of control by the Developer, notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

Section 12.3. A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. If proposed by the members, such an amendment shall be made by instrument in writing directed to any member of the Board of Directors signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting of the Board. Upon an amendment being proposed as herein provided, the President, or in the event of his refusal or failure to act, another person designated by the Board of Directors, shall call a meeting of the membership to be held not sooner than fourteen (14) days nor later than sixty (60) days thereafter for the purpose of considering the said amendment. Directors and members not present in person at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as otherwise herein specifically provided, approval of amendments must be made by either:

12.3.1. not less than sixty-six and two-thirds percent (66⅔%) of the members of the Board of Directors and a majority vote of the entire membership of the Association; or

12.3.2. not less than sixty-six and two-thirds percent (66⅔%) of the votes of the entire membership of the Association.

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Section 12.4. No amendment shall make any changes in the qualifications for membership, nor the voting rights of the members, nor in any provision of paragraph 12.3, hereinabove, without the written approval of all members and the joinder of all record owners of mortgages on lots. No amendment shall be made that is in conflict with the Florida Not-For-Profit Corporation Act or the Declaration of Covenants, Conditions and Restrictions. No amendment shall be made without the written approval of the Developer if such amendment would cause an assessment of the Developer as a lot owner for capital improvements, constitute an action that would be detrimental to the sales of lots by the Developer, or any other action that would inhibit, impair, or otherwise preclude the rights reserved to the Developer by way of the Declaration of Covenants, Conditions and Restrictions.

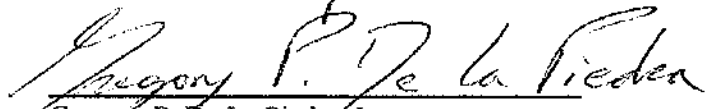
Section 12.5. A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of the county in which the property is located.

#### Article 13. - Registered Agent

Section 13.1. The name and street address of the initial registered agent of the Association is:

Gregory P. De La Piedra  
751 West Carey Lane  
Avon Park, Florida 33825

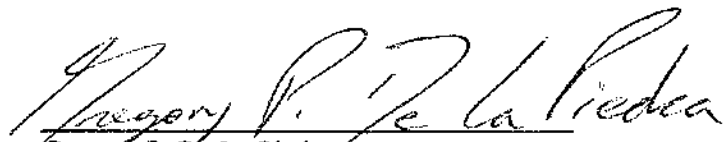
In Witness Whereof, the undersigned incorporator hereby certifies that the foregoing is true and correct and has affixed his signature hereto this 21<sup>st</sup> day of February, 2013.

  
Gregory P. De La Piedra, Incorporator

#### ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent to accept service of process for **OAKS VILLAGE HOMEOWNERS ASSOCIATION, INC.**, at the place designated in these Articles, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated: February 21, 2013

  
Gregory P. De La Piedra  
Registered Agent

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EXHIBIT C

**BYLAWS**  
**OF**  
**OAKS VILLAGE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE 1 - NAME AND LOCATION**

The name of this corporation is **Oaks Village Homeowners Association, Inc.** (the "**Association**"), a Florida corporation not-for-profit. The initial principal office of the corporation is: **751 West Carey Lane, Avon Park, Florida 33825**. Meetings of Members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

**ARTICLE 2 - DEFINITIONS**

Section 2.1 "Association" shall mean and refer to **Oaks Village Homeowners Association, Inc.**, a Florida corporation not-for-profit, its successors and assigns.

Section 2.2 "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 2.3 "Community" shall mean the larger overall Oaks Village residential community as described in Exhibit "A" and interests therein, and any additions as may be made by the Association

Section 2.4 "Declarant" or "Developer" shall mean and refer to **Growing Tree Foundation Incorporated**, a Missouri corporation, its successors and assigns. Developer shall at all times have the right to assign its interest herein to any successor or nominee.

Section 2.5 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions of **Oaks Village**, as recorded in O.R. Book \_\_\_\_\_, Page \_\_\_\_\_, *et. seq.*, Public Records of **Highlands** County, Florida.

Section 2.6 "Maintenance of Common Areas" shall mean the exercise of reasonable care to keep any buildings, storm water and surface water drainage systems, streets and roads, landscaping,



lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear accepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth; provided, however, that nothing herein shall be construed to prohibit any Member or Owner from implementing Xeriscape or Florida-friendly landscape, as defined in §373.185(1), Florida Statutes.

Section 2.7 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 2.8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is in the Community, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.9 "Lot" means the parcels of land into which the Community has been subdivided, whether by plat or by metes and bounds description, and all improvements located thereon.

Section 2.10 Additional definitions contained in the Declaration are by this reference incorporated into these Bylaws and made a part hereof, unless specified herein to the contrary.

### ARTICLE 3 - MEETINGS OF MEMBERS

Section 3.1 Annual Meetings. The first annual meeting of the Members shall be held within one year of the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the date and at a place and time to be determined by the Board of Directors (hereinafter referred to as the "Board") of the Association, which date shall fall between the 1<sup>st</sup> day of January and the 31<sup>st</sup> day of December of each and every calendar year. The first meeting of the Board shall be immediately succeeding the annual meeting of the Members.

Section 3.2 Special Meetings. Special meetings of the Members must be held when called by the Board, or upon written request of the Members who are entitled to one-third ( $\frac{1}{3}$ ) of all of the votes of the Class A membership. Business conducted at a special meeting is limited to the purposes described in the notice of meeting.

Section 3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting to each Member entitled to vote thereat, addressed to the Member's last address appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notices of special meetings must include a description of the purpose or purposes for which the meeting is called.

Section 3.4 Quorum. The presence at the meeting of Members entitled to cast, or of proxies to cast, thirty-three and one-third percent ( $33\frac{1}{3}\%$ ) of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present to be represented.

Section 3.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was

originally given, as the meeting may be lawfully adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. Every proxy shall be revocable at any time at the pleasure of the person who executes it. Every proxy shall automatically terminate upon conveyance by the Member giving the proxy. No proxy, limited or general, may be used in the election of the Board.

Section 3.6 Voting. At every meeting of the Members, the Owner or Owners of each Lot, either in person or by proxy, shall have the right to cast one vote, as set forth in the Declaration. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Declaration, the Articles of Incorporation, or of these Bylaws, a different vote is required, in which case such express provisions shall govern and control.

Section 3.7 Order of Business. The order of business at all annual or special meetings of the Members shall be as follows:

- A. Roll Call;
- B. Proof of notice of meeting or waiver of notice;
- C. Reading of minutes of previous meeting;
- D. Reports of officers;
- E. Reports of committees;
- F. Election of officers or directors (if election to be held);
- G. Unfinished business;
- I. Adjournment.

The Order of Business may be changed by vote of the Members at any meeting.

Section 3.8 Recordation. Any Member or Owner may tape record or videotape meetings of the Board and meetings of the Members. The Board may adopt reasonable rules governing the taping of meetings of the Board and the membership.

#### ARTICLE 4 - BOARD OF DIRECTORS

Section 4.1 First Board of Directors. The first Board shall consist of three (3) persons who shall be appointed by the Developer and who, subject to the provisions set forth herein above with regard to resignation and death, shall be the sole voting Members of the Board and shall hold office until the first annual meeting after the Developer has turned over control of the Association to the Members, as provided for in the Declaration.

Section 4.2 Number. The affairs of this Association shall be managed by a Board consisting of not less than three (3) nor more than seven (7) directors, who need not be Members of the Association.

Section 4.3 Term of Office. At the first annual meeting of the Members after the Developer has turned over control of the Association to the Lot owners, the Lot owners shall elect a majority of directors for a term of one (1) year.

Section 4.4 Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.5 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.

Section 4.6 Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 4.7 Election. The Board shall be elected by written ballot. Proxies shall not be used in the election of directors, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement for the election of directors; however, at least thirty percent (30%) of the eligible voters must cast a ballot in order to have a valid election of directors. No Member shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. Any Member needing assistance in casting the ballot may obtain assistance in casting the ballot. Any Member violating this provision may be fined by the Association in accordance with the provisions of these Bylaws and the Rules and Regulations of the Association. The regular election shall occur on the day of the annual meeting of Members. Notwithstanding these provisions, an election and balloting are not required unless more candidates file a notice of intent to run or are nominated than vacancies exist on the Board.

Section 4.8 Candidacy. Any Member desiring to be a candidate for director shall give written notice to the Association not less than seven (7) days before a scheduled election.

Section 4.9 Meetings. Meetings of the Board shall be held when called by the president of the Association, or by a majority of directors, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 4.10 Notice. Notices of all Board meetings must be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of meeting includes a statement that assessments will be considered and the nature of the assessments.

Section 4.11 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. Directors may not vote by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This section also shall apply to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, or to any body vested with the power to approve and disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member in the community.

Section 4.12 Minutes. Minutes of all meetings of the Members of the Association and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

Section 4.13 Powers. The Board of Directors shall include, but not be limited to the following:

(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) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(c) employ a manager, management company, an independent contractor and/or such other employees as the Board deems necessary and to prescribe the duties to be undertaken and the compensation therefor, and authorize the purchase of necessary supplies and equipment and to enter into contracts with regard to the foregoing items or services;

(d) accept such other functions or duties with respect to the property hereunder, including architectural control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the Board; and

(e) delegate to and contract with a financial institution for collection of the assessments of the Association;

(f) such other and further powers as are granted to directors of homeowners' associations by the provisions of Chapters 617 and 720, Florida Statutes, to the extent not inconsistent with the Articles, Bylaws and the Declaration of the Association.

Section 4.14 Duties. It shall be the duty of the Board of Directors to:

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

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

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

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after a due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability insurance on property owned by the Association, and such other insurance which in the opinion of the Board may be necessary or desirable for the Association in addition to the insurance required to be carried by the Association as set forth in the Declaration, the policies and limits to be reviewed at least annually and increased and decreased at the discretion of the majority of the Members of the Board;

(f) to cause the Common Area to be maintained;

(g) to fix and determine the amount of special assessments for capital improvements as set forth in the Declaration described herein above, to send written notice of each special assessment to every owner subject thereto at least thirty (30) days in advance of the due date thereof, and to collect or cause to be collected such sum or sums as are deemed to be due by virtue of said assessment; and



(h) cause all officers or employees having fiscal responsibilities to be bonded, as it may be deem appropriate.

Section 4.15 Fines. The Association shall have the power to levy fines of up to \$100.00 per violation against a lot for the failure of a Member, or a Member's tenants, guests, or invitees, to comply with any provision of the Association's Articles of Incorporation, Bylaws, Declaration or Rules and Regulations. Fines may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing; however, no fine shall exceed \$1,000.00. The Association also may suspend the rights of a Member, or a Member's tenants, guest or invitees, to use the common areas and facilities and the voting rights of a Member for nonpayment of regular assessments that are delinquent in excess of ninety (90) days; provided, however, that any such suspension of rights shall not impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park. No fine shall be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) 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.

#### ARTICLE 5 - OFFICERS AND THEIR DUTIES

Section 5.1 Officers. The officers of this Association shall be: (i) president; (ii) vice-president; (iii) secretary; and (iv) treasurer, and such other officers as the Board may from time to time by resolution create. More than one office may be held by the same person, except that the office of

president and the office of secretary shall not be held by the same person. Officers do not have to be Members of the Association.

Section 5.2 Election and Term of Officers. The officers shall be elected or appointed by the directors for one (1) year terms at the first annual meeting of the Board of Directors following each annual meeting of the Members.

Section 5.3 Committees. The directors may appoint such committees as they deem necessary or appropriate, which committees shall exist for such periods of time, have such authority, and perform such duties as the Board may, from time to time, determine, in its discretion.

Section 5.4 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving notice to the Board, the president or the secretary. Such resignation shall take effect on the date of the 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 5.5 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 5.6 Duties. The duties of the officers are as follows:

President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer: The treasurer shall: (i) receive and deposit in bank accounts in the name of the Association all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; (ii) sign all checks and promissory notes of the Association; (iii) keep proper books of account; (iv) prepare and distribute to the membership an annual budget in accordance with Article 7 hereinbelow; and (v) prepare an annual financial report within 60 days after the close of the fiscal year and shall provide each Member with a copy, in accordance with Article 7 hereinbelow.

#### ARTICLE 6 - BOOKS AND RECORDS

The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may comply with a request by having a copy of the official records available for inspection or copying in the community.

#### ARTICLE 7 - FISCAL YEAR, BUDGET & ACCOUNTING

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of each year, except that the first fiscal year shall begin on the date of incorporation of the Association. The Association shall prepare an annual budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year.

The budget must set out separately all fees or charges for amenities, whether owned by the Association, the Developer, or another person. The Association shall provide each Member with a copy of the annual budget or written notice that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member within ten (10) business days after receipt of a written request. 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. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall provide each Member with a copy of the annual financial report or written notice that a copy of the financial report is available upon request at no charge to the Member within ten (10) business days of a written request. The financial report must consist of either: (a) financial statements presented in conformity with generally accepted accounting principles; or (b) a financial report of actual receipts and expenditures, cash basis, which report must show: (1) the amount of receipts and expenditures by classification; and (2) the beginning and ending cash balances of the Association.

#### ARTICLE 8 - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:

**Oaks Village Homeowners Association, Inc., a not-for-profit corporation**

#### ARTICLE 9 - AMENDMENTS; ORDER OF AUTHORITY

Section 9.1 Amendment of Bylaws. These Bylaws may be amended by a vote of a majority of the total number of voting Members, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendment while there is Class B membership.

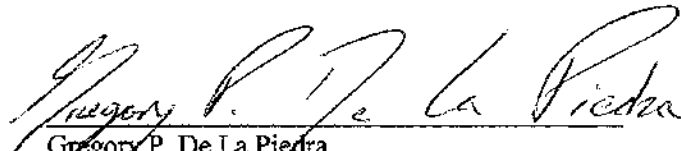
Section 9.2 Order of Authority of Documents. In the case of any conflict between the Articles of Incorporation and these ByLaws, the Articles shall control; and in the case of any conflict between the Declaration and these ByLaws, the Declaration shall control.

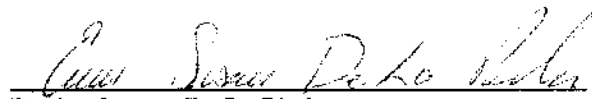
#### ARTICLE 10 - MISCELLANEOUS

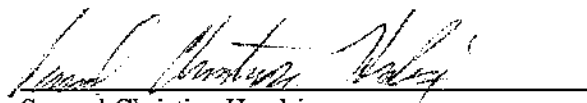
Section 10.1 Indemnification. The Association shall indemnify any officer or director or any former officer or director to the full extent permitted by law.

Section 10.2 Insurance. The Board of Directors may elect to carry a policy of officers and directors liability insurance, insuring the officers and directors against any claims made against them whatsoever, except claims of wilful negligence and misfeasance of office.

In Witness Whereof, the undersigned have hereunto set our hands this 21<sup>st</sup> day of February, 2013, for and on behalf of the Association.

  
 Gregory P. De La Piedra  
 President

  
 Eunice Susana De La Piedra  
 Vice President, Secretary and Treasurer

  
 Samuel Christian Hendrix  
 Director

## CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting corporate secretary of **Oaks Village Homeowners Association, Inc.**, and that the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 21<sup>st</sup> day of February, 2013.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 21<sup>st</sup> day of February, 2013.

  
Eunice Susana De La Piedra

EXHIBIT D







