

This Instrument Prepared By and  
Should Be Returned To:

Harold L. Downing, Esquire, of  
GILES & ROBINSON, P.A.  
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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR LONGWOOD PLANTATION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONGWOOD PLANTATION (the 'Declaration'). is made this 23-<sup>rd</sup> day of May, 1996, by CENTEX REAL ESTATE CORPORATION, a Nevada corporation, whose address is 151 Southhall Lane, Suite 230, Maitland, Florida 32751 ('Declarant').

**RECITALS:**

- A. Declarant is the owner of the fee simple title to that certain real property (the 'Land') located in Seminole County, Florida and described on Exhibit "A" attached hereto.
- B. Declarant intends to develop the Land as a residential community to be known as "Longwood Plantation" and to be comprised of single family residential dwellings, lots, streets, sidewalks, street lights and a Surface Water Management System, for the benefit of the residents of Longwood Plantation.
- C. Declarant desires to preserve and enhance the values and quality of life in Longwood Plantation and the health, safety and welfare of the residents thereof, and to provide for the maintenance of certain areas and improvements which benefit the community.
- D. Declarant has incorporated a non-profit corporation to which will be conveyed title to certain property, and to which will be delegated the powers of and responsibility for maintaining and administering certain property and improvements, administering and enforcing this Declaration, and collecting and disbursing the monies derived from the assessments hereafter levied.

NOW, THEREFORE, Declarant declares that the Land is and shall be improved, held, transferred and occupied subject to this Declaration.

## **ARTICLE I**

### **DEFINITIONS**

Section 1. When used in this Declaration, the following words shall have the following meanings:

- (a) "Additional Property" shall mean and refer to those lands (excluding the Land), together with any improvements thereon, which are made subject to this Declaration by annexation pursuant to Article 11.
- (b) "Articles" shall mean and refer to the Amended and Restated Articles of Incorporation of the Association, a copy of which are attached hereto as Exhibit 'C.'
- (c) "Association" shall mean and refer to Longwood Plantation Homeowners Association, Inc., a Florida corporation not for profit, and its successors and assigns.
- (d) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- (e) "Bylaws" shall mean and refer to the Bylaws of the Association, a copy of which are attached hereto as Exhibit "D."
- (f) 'City' shall mean and refer to the incorporated City of Longwood, Florida, and any and all affiliated governmental and quasi-governmental agencies thereof.
- (g) "Common Expense" shall mean and refer to the actual and estimated expense of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its prerogatives, including without limitation the costs incurred for operation, maintenance, insurance and improvement of the Common Property and any reserves from time to time established by the Board.
- (h) "Common Property" shall mean and refer to all real and personal property from time to time intended to be owned, operated and maintained by the Association and devoted to the use and enjoyment of all Members of the Association, all at Common Expense. Tracts A, C, E, F, G and I depicted on the plat of the Land are hereby designated Common Property. As Common Property, Tracts A, C, E, F, G and I shall be owned, operated and maintained by the Association at Common Expense.
- (i) 'Conservation Property' shall mean and refer to all real and personal property from time to time intended to be dedicated to the St. Johns River Water Management District but to be owned by the Association in accordance with Section 704.06,

Florida Statutes. Tracts 'B' and 'D' depicted on the plat of the Land are hereby designated Conservation Property.

- (j) "Declarant" shall mean and refer to Centex Real Estate Corporation, a Nevada corporation, and its successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligation are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.
- (k) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.
- (l) "District" shall mean and refer to the St. Johns River Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.
- (m) "Dwelling" shall mean and refer to a single family residence located on a Lot.
- (n) "Land" shall mean and refer to the lands described on Exhibit "All to this Declaration, together with any "Additional Property" hereafter annexed to this Declaration pursuant to Article 11.
- (o) "Lot" shall mean and refer to each residential building site created by any recorded plat of the Land, including any Dwelling located thereon once constructed.
- (p) "Member" shall mean and refer to each Member of the Association as provided in Article 111, Section 2.
- (q) "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Lot in the Land, but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to a Lot pursuant to foreclosure proceedings or a conveyance in lieu of foreclosure. All owners of a single Lot shall be treated for all purposes as a single Owner, without respect to whether such ownership is joint, in common, or tenancy by the entirety.
- (r) "Retention Area" shall mean that portion of the Land which is described on the attached Exhibit "B" and which is an integral part of the Surface Water Management System.
- (s) "Subdivision Plats" shall mean and refer to the officially approved and recorded plats of the Land recorded in Plat Book 50, Pages 88 and 90, Public Records of Seminole County, Florida.
- (t) "Supplemental Declaration" shall mean and refer to any instrument which extends the effect of this Declaration to Additional Property pursuant to Article 11.

- (u) "Surface Water Management System" means the system designed, constructed and implemented upon the Land to control discharges which are necessitate by rainfall events, and incorporating methods to collect, convey, store, absorb, inhibit, treat use or reuse water in order to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quality and quantity of discharges from the system, as permitted by the District pursuant to Chapter 4OC-4, 4OC-40, 4OC-42? Florida Administrative Code and Permit Number 40-117-0330-ERP. Such system shall include, but not be limited to the Retention Area shown on the Subdivision Plat and the Drainage Easements and Utility Easements as shown on the Subdivision Plat.

## ARTICLE 11

### LAND SUBJECT TO THIS DECLARATION

Section 1. *Land Subject to This Declaration.* The Land is and shall be improved, held, transferred and occupied subject to this Declaration.

Section 2. *Additional Property.* Declarant shall have the right but not the obligation to bring within the scheme of this Declaration, as Additional Property, additional land lying in the vicinity of the Land at any time within twenty (20) years from the date this Declaration is recorded, which annexation may be accomplished without the consent of the Association, the Owners, any mortgages or other lien holder.

Section -3. *Method of Annexation.* Additions authorized under this Article 11 shall be made by recording a Supplemental Declaration extending the scheme of this Declaration to the Additional Property. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to this Declaration and extending the jurisdiction of the Association to the Additional Property. The Supplemental Declaration may contain such terms and provisions not inconsistent with this Declaration as may be desirable to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches being implemented. Upon the recordation of any Supplemental Declaration, the Owners shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Property, if any, within the Additional Property and an obligation to contribute to the cost of operating, maintaining and insuring the additional Common Property. Any Supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

## ARTICLE III

### THE ASSOCIATION

Section 1. *The Association.* The Association is a nonprofit corporation charged with the duties and vested with the powers prescribed by law or set forth in the Articles, the Bylaws and this Declaration. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either (1) a Member of the Association, or (2) an officer, director or agent of Declarant. The Board, and such officers as the Board may appoint, shall conduct the affairs of the Association.

Section 2. *Membership.* Each Owner (including Declarant) shall be a Member of the Association. The Association membership of each Owner shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Lot.

Section 3. *Voting Right.* The Association shall have two classes of voting membership:

- (a) Class A. The Class A members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any one (1) Lot.
- (b) Class B. The Class B members shall be the Declarant or its assignee or successor who owns Lots (or Lots with Units that have never been occupied) and shall be entitled to three (3) votes for each unoccupied Lot owned by it. The Class B membership shall cease and be converted to Class A membership one hundred twenty (120) days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or seven (7) years after conveyance of the first Lot by Declarant, whichever occurs earlier. Class B membership shall be reinstated at any time before the expiration of 20 years from the date of conveyance of the first Lot if additional Lots owned by Class B members are annexed into the Association in sufficient numbers to restore a ratio of at least one Class B Lot to each three Class A Lots in the overall area subject to the Association.

Section 4. *Multiple Owners.* Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one (1) vote is cast for any Lot, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that that Owner was acting with the authority and consent of all other Owners of that Lot.

Section 5. *Duties, Powers and Authority of the Association.* The Association shall have all the powers of a non-profit corporation organized under the laws of Florida, subject only to such limitations as are set forth in the Articles, the Bylaws, or this Declaration. The Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles, or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Land.

## ARTICLE IV

### ASSOCIATION TURNOVER

Section 1. *Time of Turnover.* The Turnover of the Neighborhood Association by the Declarant shall occur at the Association Turnover Meeting described in Section 2 below, which meeting shall take place within sixty (60) days of the occurrence of the following events, whichever occurs earliest:

- (a) February 28, 2003;
- (b) Upon voluntary conversion to Class A membership by the Declarant; or,
- (c) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

The Declarant, or its successors or assigns, shall remain a member so long as it owns a Lot or Unit subject to this Declaration.

Section 2. *Procedure of Calling Association Turnover Meeting.* The purpose of the Association Turnover Meeting shall be to elect directors to the Association. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Members of the date, location, and purpose of the Turnover meeting.

- (a) *Procedure at the Association Turnover Meeting.* At the Association Turnover Meeting (whereupon the Class A Members are obligated to elect the Board of Directors and assume control of the Association), a special meeting (the "Association Turnover Meeting") of the membership shall be called in accordance with the provisions of the By-Laws for the calling of a special meeting of the membership. For the purpose of convening the Association Turnover Meeting, a quorum shall consist of at least 25% of the Members of each class of the membership. Among any other business to be presented at such meeting, nominations for places on the Board of Directors shall be taken from the floor and election of the Board of Directors shall be made therefrom. Each Member shall have one (1) vote for every place on the Board of Directors to be filled but shall be able to cast only one (1) vote for each position to be filled (by way of example, if three (3) positions on the Board of Directors are to be filled, and five (5) persons are nominated for the three (3)

positions, then each Member shall have the ability to cast one (1) vote for any three (3) candidates).

- (b) *By Written Nomination and Written Ballot If The Association Turnover Meeting Fails For Lack Of Quorum.* If a quorum is not present at the Association Turnover Meeting, then, within fourteen (14) days after the time for the Association Turnover Meeting, the Association shall send written notice to each Member that a quorum was not present and that election of Directors shall proceed by written nomination and later by written ballot. In such notice, the Association shall solicit nominations for positions on the Board of Directors and shall require that such written nominations be received by the Association within fourteen (14) days of such notice. Thereafter, the Association shall prepare a written ballot of all persons nominated and shall send such ballot to each Member with notice that the ballot must be returned to and received by the Association within fourteen (14) days of the mailing of such ballot. Those candidates receiving the most votes shall be elected to the Board of Directors and shall take office within thirty (30) days thereafter (at which time all Declarant-appointed Directors shall resign). Such an election shall be valid and effective notwithstanding the receipt by the Association of votes of less Members than required for a quorum at any duly called and authorized meeting, provided, however, that this provision shall apply only to the election of Directors at the time the [Declarant turns control of the Neighborhood Association over to the Class A Members.

Section 3. *Procedure for Association Turnover Meeting.* The Association Turnover Meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

## **ARTICLE V**

### **PROPERTY RIGHTS IN THE COMMON PROPERTIES AND IN THE CONSERVATION PROPERTIES**

Section 1. *Easements in the Common Properties.* The Association and each Owner (including Declarant) shall have a non-exclusive right, privilege and easement of use and enjoyment in and to the Common Property, and such rights shall be appurtenant to and shall pass with the title to every Lot. Said rights shall include, but not be limited to, the following:

- (a) Right-of-way for ingress and egress by vehicles and on foot through and across any streets, roads or walks in the Common Property for all lawful purposes; and
- (b) Rights and easements to drain across the surface water drainage detention, retention and conveyance structures and areas, and to connect with, maintain and make use of utilities lines and facilities, to the extent such structures, areas, lines or facilities may exist in or along the platted streets, easements or the Common Property; and
- (c) Rights to use and enjoy the Common Property for any purpose not inconsistent with this Declaration, the Articles, the Bylaws, the rules and regulations of the Association, or applicable governmental regulations.

Section 2. *Title to Common Property.* Declarant shall convey to the Association fee simple title in and to the Common Property free and clear of all encumbrances except taxes, the Subdivision Plat and this Declaration. Once conveyed to the Association, the Common Property may not be mortgaged or further conveyed without the consent of at least two-thirds (2/3) of the Owners (excluding Declarant).

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Section 3. *Extent of Easements in Common Properties.* The rights and easements in Common Properties created in this Article IV shall be governed by the following:

- (a) Subject to any conflicting rights of Declarant and the Owners set forth in this Declaration, the Association shall be responsible for the exclusive management, control and maintenance of any Common Property.
- (b) Declarant, until conveyance of title to the Association, and the Association thereafter, may reserve to itself or to grant or dedicate to Declarant, any Owner, any governmental agencies and/or to any utility companies, easements and rights-of-way, in, through, under, over and across the Common Property for the installation, use, maintenance and inspection of lines and appurtenances for public or private utilities, stormwater drainage improvements and areas, and for completion of the development. No improvement or material may be placed upon any such easement which may damage or interfere with the installation or maintenance of utilities or that may alter or impede the direction or flow of drainage or the maintenance of the easement area.
- (c) Declarant's rights reserved in this Declaration.
- (d) Matters shown on the Subdivision Plat.

Section 4. *Easement Reserved to Declarant Over Common Property.* Declarant hereby reserves such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including but not limited to, (i) the right to use Common Property for rights-of-way and easements to erect, install, maintain, inspect and use electric, lighting and telephone poles, fixtures, wires, cables, conduits, sewers, water mains, pipes and equipment, telephone and telecommunications lines and equipment, and electrical equipment, gas, cable television, drainage facilities, ponds, ditches or lines, or other utilities or services and for any other materials, equipment and services necessary or convenient for the completion, marketing, and use and enjoyment of the Land, (ii) the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance, (iii) the right to locate thereon wells, pumping stations and irrigation systems and lines, (iv) the right and easement of ingress and egress for purposes of development, construction and marketing, and (v) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of the Land; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such easement, utility, equipment or service. Declarant also reserves the right to connect with and make use of the utility lines and drainage improvements which may from time

to time be in or along the streets and roads, or within the Common Property or easement areas. The easements and rights-of-way herein reserved shall continue in existence in favor of Declarant after conveyance of Common Property to the Association until such time as Declarant has sold all Lots in the Land.

Section 5. *Conservation Easement.* Declarant hereby grants, bargains, sells and conveys to the District a non-exclusive conservation easement pursuant to Chapter 704.06, Florida Statutes, in, upon, over and across Tracts 'B' and 'D' (the 'Conservation Property') as shown on the Subdivision Plat, subject to the reservations set forth herein.

- (a) *Use Restrictions.* In accordance with Section 704.06, Florida Statutes, and the terms hereof, the following activities are prohibited in the Conservation Property.
1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.
  2. Dumping or placing of soil or other substances or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;
  3. Removal or destruction of trees, shrubs, or other vegetation in such a manner as to adversely affect the maintenance of the property in its natural state, with the exception of clearing of exotic or nuisance vegetation'-"
  4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
  5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
  6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
  7. Acts or uses detrimental to such retention of land or water areas.
- (b) *Reservation of Rights.* Notwithstanding anything to the contrary contained herein, this Conservation Easement does not preclude the following specific activities from being undertaken on or in the Conservation Property, subject to all applicable permitting requirements: the erection of fences which do not obstruct groundwater flow or surface water flow, the construction of docks, boardwalks and similar uses not inconsistent with the intent of the parties that the land and water areas remain predominantly in their natural condition. In addition, declarant retains the right to perform necessary work of a minimal temporary impact within the Conservation Properties incidental to the stormwater management system as approved by the St. Johns River Water Management District. Any such work shall be subject to all applicable permit requirements.

- (c) *Maintenance.* The Association, or its designated successors and/or assigns, shall have the obligation to maintain the Conservation Properties, specifically including the removal of trash and other debris which may accumulate on such areas.
- (d) *Use and Enjoyment* Declarant, for itself and its assigns, successors in title, tenants and subtenants, and invitees, retains the right to have access to the Conservation Properties for use and enjoyment consistent with the designation of such areas as a conservation area pursuant hereto.
- (e) *Term.* The easement rights granted herein are intended to be perpetual.
- (f) *Parties.* All rights and obligations arising hereunder are appurtenances and covenants running with the Conservation Properties, and shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns. Upon conveyance by Declarant to third parties of all property affected by this Conservation Easement, Declarant shall have no further liability hereunder.
- (g) *No Dedication.* Nothing contained herein shall create any rights in the general public.
- (h) *Assignment.* The rights granted to the District hereunder are transferable, but the District may assign its rights and obligations under this Conservation Easement only to other governmental bodies or agencies, charitable organizations, or trusts authorized to acquire and hold environmental easements under the statutes of the State of Florida. As a condition of such transfer, the District shall require that the environmental purposes that this grant is intended to advance shall continue to be carried out.
- (i) *Enforcement.* The terms of this Conservation Easement may be enforced by the District through proceedings at law or in equity including, without limitation, actions for injunctive relief.

Section 6. *Delegation of Rights.* Any Owner (including Declarant) may grant the benefit of any easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

Section 7. *Additions to Common Property.* The Declarant shall have the right, but not the obligation, to convey Tracts ) and K as shown on the Subdivision Plats to the Association and to designate such parcels at that time as Common Property.

## ARTICLE VI

### INSURANCE AND CASUALTY LOSSES

The Board may obtain fidelity bond coverage in its discretion. In addition, the Board may obtain insurance for insurable improvements on the Common Property or on any easement benefiting the Owners or the Association, public liability policies covering the Association and Members for damage or injury caused by the negligence of the Association or any of its Members, guests or agents, directors' and officers' liability insurance, and any other types of insurance coverages as the Board may deem appropriate, with such insureds, deductibles provisions and coverage types and amounts as shall be determined by the Board. Premiums for insurance so obtained shall be Common Expense. The Association may elect to self-insure against any risk.

## ARTICLE VII

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1.     *Creation of Lien and Personal Obligation; Effect of Nonpayment.*

- (a) Declarant, for each Lot owned by it in the Land, and each Owner other than Declarant, by acceptance of title to any Lot, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) individual assessments. Said assessments shall be fixed, established and assessed to the Owners, as hereinafter provided. The assessments, together with interest thereon, late charges and costs of collection, including without limitation court costs and reasonable attorneys' and paralegals' fees (including such fees and costs before trial, at trial and on appeal), shall be a charge and a continuing lien upon the Lot against which such assessment is made, together with any Dwelling located on said Lot, from and after the date on which such assessment is due. Each such assessment, together with the aforementioned interest, late charges, costs and fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due.

If any assessment or installment thereon is not paid when due, then such assessment shall be deemed delinquent and the delinquent assessment, together with interest thereon and such late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, shall be secured by a continuing lien on the Lot as to which the assessment accrued and upon the Dwelling located on that Lot. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgage. The lien shall be prior to and superior in dignity to homestead status. The said lien shall bind such Lot and any Dwelling located thereon in the hands of the then Owner and each subsequent Owner. The personal obligation of the Owner to pay such delinquent assessment, however, shall remain that Owner's personal obligation

for the statutory period and personal liability shall not pass to the successors in title unless expressly assumed by them.

If the delinquent assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligates to pay the same and to foreclose the lien against the Lot and any Dwelling located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall JR added to the amount of such assessment the aforesaid interest, late charges, costs of collection and attorneys' and paralegals' fees, as aforesaid, and the said fees and costs of collection shall be recoverable whether or not suit be brought. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale and to own sell, lease, encumber, use and otherwise deal with the Lot and any Dwelling located thereon as owner thereof.

- (b) *Exempt Property.* The following property shall be exempt from the assessments, charges and liens created herein:
1. Common Property;
  2. Lands owned by Declarant which have not been annexed to the community by this Declaration or a Supplemental Declaration;
  3. Lands which have been dedicated to the City or other governmental authority, any utility company or the public; and
  4. Lots owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Association pursuant to Section 8 of this article.

No other land or improvements in the Land shall be exempt from these assessments, charges or liens. No Owner may avoid assessment obligations by virtue of non-use or abandonment of the Common Property.

Section 2. *Purpose of Assessments.* The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, and welfare of the Land and Owners thereof, for the performance by the Association of its duties and for the exercise of the powers conferred upon it, for the improvement and maintenance of the Common Property, and for any other purpose deemed desirable or appropriate by the Board, including without limitation any one or more of the following-

- (a) Payment of Association operating expenses;

- (b) To pay, contest or compromise real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Property;
- (c) Management, maintenance, repair, replacement, improvement and beautification of the Common Property and easement areas benefiting the Association;
- (d) Repayment of deficits previously incurred by the Association, if any, in maintaining or making capital improvements to or upon the Common Property or in furnishing services to or for the Members of the Association;
- (e) Funding of appropriate reserves for future common Expense;
- (f) Procurement and maintenance of insurance, and employment of accountants, attorneys and other professionals to represent or advise the Association;
- (g) Doing anything necessary or desirable in the judgment of the Board to keep the Land neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners; and
- (h) To the extent not performed by the City and subject to prior approval as required by the City operation, maintenance and management of the Surface Water Management System for the Land in accordance with the terms of this Declaration and the permits, rules and requirements of the District.

Section 3.     *Determination of Annual Assessments.*

- (a) *Operating Budget.* At least sixty (60) days prior to the end of the Association's fiscal year, the Board shall prepare a budget of the estimated costs of operating the Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, professional fees, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and capital improvement budget items approved by the Board under Subsection (b), below.
- (b) *Capital Budget.* Each year, the Board shall prepare a capital budget taking into account the number, type, life expectancy and expected replacement cost of replaceable assets. The Board shall then set the required annual capital contribution in an amount sufficient to meet the projected capital needs of the Association on a timely basis. The annual capital contribution fixed by the Board shall then be included in the annual operating budget and annual assessments described in Subsection (a), above.
- (c) *Adoption of Operating Budget.* The Board shall mail to each Member a copy of the capital budget, operating budget and projected annual assessments to be levied for the next fiscal year at least forty-five (45) days prior to the end of the Associations current fiscal year. The operating budget and annual assessments shall become

effective unless and until disapproved at a special meeting of the Members held not later than forty-five (45) days after the proposed budget and assessments are mailed to the Members. To be effective, the disapproval must be by a vote of two-thirds (2/3) of the membership of the Association. In the event that the membership so disapproves the operating budget for the succeeding year, or in the event the Board shall fail to propose a budget, then and until such time as a new budget shall have been determined, the budget and annual assessments for the preceding year shall continue in effect.

- (d) *Allocation of Annual Assessments Among Lots.* The operating budget of the Association shall be assessed against all Owners and Lots in the Land in an equal amount per Lot.

Section 4.     *Special Assessments.*

- (a) *Special Assessments.* In addition to the annual assessments levied pursuant to Section 3, the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, repair or replacement of any improvement on the Common Property or on any easement benefiting the Association, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed desirable or appropriate by the Board; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members of each class who are in attendance and voting in person or by proxy at a meeting duly called for said purpose.
- (b) *Individual Assessment.* The Board may levy an individual assessment against any Owner and that Owner's Lot and any Dwelling located thereon in order to cover costs incurred by the Association due to that Owner's failure to maintain its Lot or the Dwelling located thereon pursuant to the standards set forth in this Declaration, or to reimburse the Association for loss or damage to the Association or to any Common Property or easement area caused by that Owner or his lessee, agent, contractor, guest or occupant, and not covered by insurance, or for any other purpose permitted by this Declaration.

Section 5.     *Commencement of Annual Assessments; Initial Annual Assessment; Due Dates.*

Annual assessments on the Lots in the Land shall commence on the first day of the first calendar month following the closing of the sale by Declarant of the first Lot to the first purchaser from Declarant. The annual assessment for each Additional Property shall commence upon the closing of the sale by Declarant of the first Lot to the first purchaser from Declarant in that Additional Property. The annual assessment for the Land for the balance of the calendar year in which this Declaration is recorded shall be not greater than three hundred fifty Dollars (\$ 350.00) per Lot. As to the Lots in each Additional Property, the initial annual assessment shall be set forth in the relevant Supplemental [Declaration. If the Supplemental Declaration is silent as to the initial annual assessment, each Lot in such Additional Property shall be assessed equally and in the same manner as Lots in the Land. At the closing of the sale of each Lot in the community by Declarant to the first purchaser from Declarant, the purchaser shall pay to the Association the

entire annual assessment for the calendar year, of closing, prorated on a per diem basis from the date of closing through the end of that calendar year. Thereafter, annual assessments shall be due, in advance, on or before the commencement of the Association fiscal year for which imposed; but the Board may elect to collect annual assessments in monthly, quarterly or semi-annual installments. In the event of such deferred payments, the Board may but shall not be required to charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any annual assessment upon default in the payment of any installment thereon. Annual assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year.

Section 6.     *Certificate of Payment.* Upon request, the Association shall furnish to any Owner liable for assessment a certificate setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties relying thereon of the payment of any assessment therein stated to have been paid.

Section 7.     *Subordination of the Lien to Mortgages.* The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Any mortgagee which obtains title to a Lot by foreclosure of a mortgage, or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee. Such uncollected assessments, interest, late charges and collection costs incurred shall be deemed a Common Expense collectible from all Owners, including the acquiring mortgagee, on a pro-rata basis. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Lot from the lien for assessments thereafter failing due. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

Section 8.     *Funding by Declarant.* Notwithstanding anything contained in this Declaration to the contrary, Declarant shall not be obligated to pay any annual, special or individual assessment as to any Lot or Dwelling owned by it during any period of time that Declarant pays the Common Expense actually incurred over and above the income derived from annual, special and individual assessments collectible from the Class "A" Members. For purposes of this subsidy arrangement, Declarant need not subsidize or pay replacement reserves or capital expenditures. Declarant, at its option, may elect by written notice delivered to the Association at any time to abandon the subsidy approach and commence payment of the assessments thereafter failing due for the Lots then owned by Declarant, prorated as of the date of such notice. At such time as the assessments made by Class 'A' Members (including any accounts receivable for unpaid assessments by Class 'A' Members) is sufficient to meet the operating budget of the Association (without regard to replacement reserves or capital expenditures), Declarant shall have no obligation to pay any individual assessment.

## ARTICLE VIII

### ARCHITECTURAL CONTROL

Section 1. *Architectural Control; ARB.* All Lots and Dwellings in the Land are subject to architectural review. This review shall be in accordance with this Article and the Longwood Plantation Planning, Construction and Development Criteria (the "Planning Criteria") adopted from time to time by the Architectural Review Board (the "ARB"). No sitework, landscaping, utility extensions, drainage improvement, paving, parking area, swimming pool, pool enclosure, building, fence, wall or any other physical or structural improvement, or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, shall be commenced, erected or maintained until the plans showing such details as the nature, size, workmanship, design, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been approved in writing by the ARB as to consistency with Declarant's development plan and the Planning Criteria, harmony of exterior design and materials, location in relation to surrounding structures, and drainage features and topography.

The ARB shall promulgate and revise from time to time the Planning Criteria. The Planning Criteria shall be written and made available to all builders in the Land and to all Owners or prospective Owners. The Planning Criteria may include any matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration.

So long as Declarant owns any Lots subject to this Declaration, Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board. The ARB shall consist of no less than three (3) members, none of whom shall be required to be Owners or occupants of the Land. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Dwelling as that Owner desires. Decisions of the ARB shall be by majority action. No member of the ARB shall be entitled to compensation for services performed, but the ARB may employ professional advisors and pay reasonable compensation to such advisors at Common Expense.

It shall be the responsibility of each Owner at the time of construction of the Dwelling on that Owner's Lot to comply with the approved construction plans for the Surface Water Management System on file with the District pursuant to Chapter 4OD-4, F.A.C.

Section 2. *Approval or Disapproval.* Unless waived by the ARB, all plans shall be prepared by an architect or engineer, said person to be employed by and at the expense of the Owner. Determinations by the ARB shall be binding on each Owner. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that a proposed improvement, alteration, etc. is not consistent with the Planning Criteria or the Declarant's development plan, or in the best interest of Longwood Plantation, such alteration or improvement shall not be made. Approval of the plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARB with the location of the structure on the Lot, the

elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARB, will render the proposed item of improvement inharmonious or out of keeping with the general development plan or the Planning Criteria. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. The Owner shall obtain a written receipt for the plans and specifications from the ARB. Plans and re-submittals thereof shall be approved or disapproved within thirty (30) days after receipt of such submittal or re-submittal by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be approval of the plans as submitted or resubmitted. The ARB approval or disapproval shall be written and shall be accompanied by one (1) copy of the plans, etc., to be returned to the Owner. Whenever the ARB disapproves plans, the ARB shall specify the reason or reasons for such disapproval.

Section 3. *Violations; Waiver.* The work must be performed strictly in accordance with the plans as approved. If after plans have been approved, the improvements are altered, erected, or maintained upon the Lot other than as approved, same shall be deemed to have been undertaken without ARB approval. After one (1) year from completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with the provisions hereof unless a notice of such noncompliance executed by any member of the ARB shall appear in the Seminole County public records, or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with these provisions.

Section 4. *Variances.* The ARB may grant variances from compliance with any of the architectural provisions of this Declaration or the Planning Criteria, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. Such variances must be written and must be signed by at least two (2) members of the ARB. If variances are so granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Lot and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with all applicable governmental laws and regulations.

Section 5. *Waiver of Liability.* Neither Declarant, the ARB or the Association shall be liable to anyone submitting plans for approval or to any Owner or occupant of the Land by reason of or in connection with approval or disapproval of any plans, or for any defect in any plans submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans Approval of plans, or any other approvals, variances or consents, are given solely to protect the aesthetics of the Land in the judgment of the ARB and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with applicable laws, codes, rules or regulations, nor shall ARB approval be deemed approval of any plan or design from the standpoint of

structural safety or conformity with building or other codes. Every person who submits plans for approval agrees, by submission of such plans, and every Owner or occupant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages.

Section 6. *Enforcement of Planning Criteria.* Declarant and the Association shall have the standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Association shall have the right but not the obligation to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner as an individual assessment. Declarant and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence or intentional wrongdoing.

## **ARTICLE IX**

### **EXTERIOR MAINTENANCE**

Section 1. *Owner's Responsibility; Default.* Each Owner shall keep and maintain the building improvements and landscaping located on that Owner's Lot in good and presentable condition and repair consistent with the approved plans therefor, and shall otherwise keep such Lot and all improvements located thereon in neat and attractive condition. Each Owner will, at his expense, mow and otherwise keep and maintain those portions of the Surface Water Management System located on that Owner's Lot (whether or not included in a platted drainage easement) free of debris and other obstructions on a routine basis, but, when required, major repairs to, and major maintenance and reconstruction of, components of the Surface Water Management System for the Land will be performed by the City to the extent determined by the City. Subject to prior approval by the City, the Association shall provide, at Common Expense, necessary maintenance of the Surface Water Management System in addition to or in lieu of the maintenance thereof required to be performed by the City. Each Owner will grass over and mow and maintain the vacant area (excluding sidewalks) lying within the unpaved portion of the internal street right(s) of way adjacent to that Owner's Lot.

No Owner shall remove native vegetation which becomes established within any wet detention ponds abutting that Owner's Lot except in accordance with all applicable governmental regulations. For the purposes hereof, removal includes dredging, applying herbicide and cutting.

The Association shall have the right but not the obligation to provide exterior repair and maintenance on any Lot or any improvement thereon in the event of default by any Owner in the duties hereby imposed. Prior to performing repair or maintenance on any Lot, the Board shall

determine that same is in need of repair or maintenance and is detracting from the overall appearance of the Land. Except in emergency situations, prior to commencement of any work, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are commenced within fifteen (15) days after the mailing of the notice, and thereafter diligently pursued to completion, the Association may procure said repairs. Upon the Owner's failure to commence timely and to pursue diligently the repairs or maintenance, the Association and its agents or employees shall have the right to enter in or upon the Lot and the exterior of any improvement thereon to perform the repairs or maintenance specified in the notice. In this regard, the Association shall have the right to do such things as, but not limited to, paint, repair, replace and care for pools, pool enclosures, roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of the Land. Declarant, the Association, and their respective agents and employees, shall have no liability to the Owner or any occupant or guest for trespass, or damage or injury to property or person as the result of actions taken hereunder unless caused by gross negligence or intentional wrongdoing.

Section 2. *Assessment of Cost.* The cost of any work performed by or at the request of the Association pursuant to Section 1 shall be assessed as an individual assessment against the Owner of the Lot upon which such work is done.

Section 3. *Access at Reasonable Hours.* In order to perform the repairs or maintenance authorized by this Article, the agents or employees of the Association may enter upon any Lot and the exterior of any improvement thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time.

Section 4. *Association Maintenance Responsibility.* The Association shall maintain and keep in good repair the Common Property and the landscaping and other improvements located thereon.

The Association shall maintain and replace, to the degree determined by the Board and allowed by governmental authority, (a) the landscaping and any lighting, sidewalks, irrigation or other improvements located from time to time within the right-of-way of Palmetto Avenue existing outside the Subdivision Plats, (b) the landscaping and sidewalks installed by Declarant in the Land, (c) the sidewalks located within the rights-of-way of streets shown within the property depicted on the Subdivision Plats, and (d) all entrance signage, lighting, irrigation and landscaping located from time to time at the main entrance to the Land and any entranceway median. Landscape maintenance may include without limitation irrigation, fertilization, and periodic replacement of damaged or diseased plantings and weeding, mowing, trimming, and spraying of all Common Property.

The Association shall arrange for, and pay the costs of, street lighting in the Land (including fixture rental and electrical usage) unless and until a utility, governmental body, municipal service taxing unit or equivalent regime assumes responsibility therefor.

Unless and until dedicated or conveyed to a governmental unit or utility company, the Association shall maintain, repair and replace as needed, and pay the electrical usage charges for the lift station and related lines and equipment located within Tract '1' as shown on the plat of the Land.

It is the responsibility of the Association, at Common Expense, to operate, maintain (excluding routine mowing and removal of trash and debris within Lots which shall be the responsibility of the respective Lot Owners), and repair the drainage ditches, berms, rearyard swales, other swales, conveyance shelf, and other areas and improvements comprising part of the Surface Water Management System for the Land, and to enforce, or to take such appropriate action as may be necessary to cure violations of, the routine maintenance and non-interference covenants of the Owners under this Declaration, and, when appropriate, to levy special assessments or individual assessments therefor. Maintenance of the Surface Water Management System shall include the exercise of practices which allow the system to provide drainage, water storage, conveyance and other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water Management System shall be consistent with the terms and conditions of the permit issued by the District and any application filed to obtain such permit or, if modified, as approved by the District.

## ARTICLE X

### RESTRICTIVE COVENANTS

The Land shall be subject to the following covenants and restrictions which shall be binding upon each and every Owner and such Owner's Lot:

Section 1. Wells. Except for a water well for use only for air conditioning, heating or irrigation purposes, no individual water supply system shall be permitted on any Lot without the approval of the ARB.

Section 2. *Obnoxious or Offensive Activity.* No activity or use shall be allowed upon the Land which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Land, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Dwelling or the Common Property, and all laws and regulations of applicable governmental bodies shall be observed. The use, enjoyment and occupancy of the Land shall be in such a manner so as not to cause or produce any of the following effects discernible outside any Dwelling: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by other Owners.

Section 3. *Rules and Regulations.* Reasonable rules and regulations may be promulgated by the Board, after notice and hearing, as to the use and enjoyment of the Land and shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other

nuisances, garbage and trash disposal, parking, vehicle traffic and the state of repair of vehicles, tree removal, gutters, pets, game and play structures and devices, swimming pools, television and telecommunications devices, satellite dishes and antennae, driveways, walkways, sight distances at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce reasonable rules and regulations. Such rules and regulations may augment or clarify the terms of this Declaration or any provision, covenant or restriction herein contained.

Section 4.     *Animals.* Birds, fish, dogs and cats may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. Birds, fish, dogs and cats which are kept as pets shall be sheltered inside structures; no animal shelter shall be permitted outside. All dogs and cats must be leashed when outside and shall not be permitted to run loose. No other animals, fowl, insects, reptiles or livestock shall be kept or maintained in the Land unless approved in advance by the Board. No animal, etc., shall be permitted to remain if it disturbs the tranquility of the Land or the Owners or tenants thereof, or is dangerous, annoying, a nuisance or destructive of wildlife, as determined by the Board after notice and hearing.

Section 5.     *Garbage and Trash.* No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Land except in covered or sealed sanitary liners. All such sanitary containers must be stored within each Dwelling, buried underground, or placed within an enclosure or concealed by means of a screening wall approved by the ARB.

Section 6.     *Storage Receptacles.* No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the ARB and all applicable laws.

Section 7.     *Vehicles.* No vehicle may be parked on the Land except within garages or on paved streets and paved driveways. No inoperative vehicles shall be allowed to remain on the Land in excess of forty-eight (48) hours unless kept in an enclosure and not visible from the street or any other Lot. No commercial vehicles, except those present on business, shall be parked on any part of the Land. No trailers, boats, campers, trucks, mobile homes, motorized recreational vehicles or motorcycles may be parked in the Land unless parked inside a garage or on the side of (opposite any side street) or behind the Dwelling.

Section 8.     *Temporary Structures.* No building or structure of a temporary or portable character such as trailers, tents or shacks shall be permitted in the Land, except as approved by the ARB, and except for temporary improvements used solely in connection with the construction of approved permanent improvements and removed immediately upon completion of such construction. Neither Declarant nor any residential builder doing business in the Land shall be prohibited from erecting or maintaining such temporary dwellings, model homes and other structures as Declarant or any building contractor may desire for development and marketing purposes, provided such are in compliance with the appropriate governmental requirements or regulations, and further provided that any builder first obtains Declarant's written approval of any such temporary dwelling, home or structure prior to installing or

constructing same, such approval to be granted or denied by Declarant in Declarant's sole discretion.

Section 9. *Signs.* No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot without the prior written approval of the ARB- provided, however, street numbers and name signs on Lots and one sign containing not more than eight (8) square feet of surface area per side (2 sides maximum) and used solely in connection with the marketing of the affected Lot for sale or lease shall be permitted without prior approval. Declarant or the Association may enter upon any Lot and remove and destroy any sign which violates this section. This section shall not apply to Declarant or to any residential builder doing business in the Land provided that any such builder first obtains Declarant's written approval of any such structures or materials prior to installing same, such approval to be granted or denied by Declarant in Declarant's sole discretion

Section 10. *Air-Conditioning Equipment.* No air conditioning equipment other than compressor units may be visible on the exterior of any Dwelling unless approved by the ARB, which approval may be based on the adequacy of screening of such equipment. The ARB may prohibit window or wall air conditioning units altogether.

Section 11. *Drainage Structures.* Unless first approved by the ARB and the District, no Owner other than the Declarant may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on or across any Lot, Common Property or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affect the drainage of or to neighboring Lots or the Common Property.

Section 12. *Protection of Certain Areas.* Tracts "B" and 'D' as shown on the Plat of the Land are designated as conservation tracts to be owned by the Association as Common Property. Except for those alterations to Tracts "B" and 'D' permitted by applicable governmental authorities and to be performed by Declarant incidental to the development of the Land, all future development rights pertaining to Tracts "B" and 'D' are dedicated to the City. After the Declarant completes Declarant's alterations within Tracts 'B' and "D", no further clearing, construction, grading, or alteration of Tracts "B" and 'D' is permitted without the approval of the City and/or any other applicable jurisdictional agencies. Neither the Association nor any Owner or other person (except the Declarant pursuant to applicable development permits) shall construct or maintain any building or other improvements within, alter in any way, or remove or add any vegetation within Tracts "B" and 'D', or otherwise alter or disturb Tracts "B" and 'D' as shown on the plat of the Land, or in any wetlands, any buffer areas, or any upland conservation areas described in the approved permit issued by the District or in any recorded plat of the Properties, unless prior approval is received from the District pursuant to Chapter 4OD-4, F.A.C.

Section 13. *Protection of Enviro-Berms and Drainage Structures.* Lots 5 through 28 and 44 through 63 shall hereinafter be subject to a restriction against the use of the rear fifteen feet (15') of such Lots for any use other than for a drainage easement and an enviro-berm (hereinafter referred to as the "Enviro-Berm"). The purpose of the Enviro-Bern is to prevent stormwater runoff from the Lots abutting Tract 'E' (as such is depicted on the Subdivision Plats) from

draining directly into Tract 'E' and to provide for percolation of such stormwater runoff. No structure, fence, or any other improvement may be placed temporarily or permanently within the Enviro-Berm. The grade of the Enviro-Berm on any given Lot may not be modified, or in any way changed without the written approval of the Architectural Review Board, all governmental and quasi-governmental authorities having jurisdiction over drainage and without the approval of the Declarant so long as the Declarant owns any portion of the Land. Water flow from any given Lot may not be misdirected to or away from said Enviro-Berm other than pursuant to drainage plans approved by the, Architectural Review Board and such governmental and quasi-governmental authorities which may have the right to regulate the use of the Enviro-Berm. The Owner of any Lot with an Enviro-Berm located on said Lot Shall maintain the Enviro-Berm in accordance with any and all rules and regulations of the Association, and in accordance with any and all, rules, regulations, laws, ordinances and orders of any governmental and/or quasi-governmental authorities having jurisdiction over drainage within the Land. The Association and all applicable governmental entities having jurisdiction over the Lots shall have an easement over Lots 49 through 63 for the purpose of inspecting the Enviro-Berm and of removing any obstruction which inhibits or would tend to inhibit the purpose for which the Enviro-Berm was created (this provision shall not relieve the Owner of any such Lot from his or her liability to maintain the area and to remove such obstructions).

Section 14. *Antennae, Satellite Dishes and Solar Collectors.* No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view at a point in the center of the public street right-of-way directly in front of the house erected on such Lot; and no such apparatus shall be erected without the prior written consent of the Architectural Control Committee; provided, however that an Owner shall not be denied permission to install solar collectors on a roof with an orientation to the south or within 45° east or west of due south in accordance with Section 163.04 of the Florida Statutes so long as such law is in force; and, provided, further, that a satellite receiving dish may be installed on a Lot if, but only if, the following conditions are met: (i) the diameter shall be twenty-five inches (25") or less and, when mounted, the center of the dish shall not be higher than six feet (6') from the ground, (ii) the dish shall not be installed on, or attached to, any portion of a Dwelling including, without limitations a roof, wall or the front, side or back of a Dwelling, and (iii) it shall be placed in a position that is screened from public view when viewed from a point in the center of the public street right-of-way directly in front of the Dwelling erected on such Lot, and, if the Lot is situated on a corner of the intersection of streets, it is also screened from public view when viewed from a point in the center of the public street right-of-way directly to the side of the Dwelling.

Section 15. *Subdivision.* No part of the Land shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Lot, and thereafter of the Board.

Section 16. *Completion of Construction.* Upon commencement of construction of any improvements on any Lot, the Owner shall diligently prosecute the work to the end that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot on which improvements are being built must keep the streets and areas adjacent to the Lot free from any dirt, mud, garbage, trash or other debris occasioned by the construction.

Section 17. *Excavation.* No clearing or excavation shall be made except incident to construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded in accordance with the approved landscape plan.

Section 18. *Fences and Walls.* Except for walls, if any, constructed by Declarant, there shall be no fence or wall permitted on any Lot unless it meets the requirements below and has been approved by the ARB as to size, material, color, location, etc. Landscape buffers may be required on the outside of any fences and walls by the ARB. All wood fences must be installed with the posts and supports on the inside. No fence or wall may be constructed in the following areas:

1. Between the street along the front of the Dwelling (the "Front Street") and a straight line being the extensions of the surface of the furthest set back portion of the front side of the Dwelling to each of the two side lot lines; or
2. Between the street facing a side of the Dwelling (the "Side Street") and a straight line being the extension of the surface of furthest set back portion of the side of the Dwelling to the side or rear lot line (as the case may be).
3. Any drainage easement area shown on any plat of the Land.

Notwithstanding anything herein to the contrary, so long as Declarant or builders designated by Declarant maintain any model homes within the Land, they shall have the right to fence all or any part of any Lots being used for parking for the term of such use.

Section 19. *Yard Accessories.* All yard accessories excluding play structures shall be located at the side or rear of the Dwelling except that, in the cases of Dwelling(s) on corner Lots, such accessories shall be restricted to side and rear yard areas located opposite both streets.

Section 20. *Play Structures.* Basketball goals and other play structures, whether affixed to a portion of any improvement on a Lot or freestanding on a separate support, shall not be allowed on any Lot except after the approval of the Architectural Review Board is given. During the period in which the Declarant owns any lots within the Land, the Architectural Review Board may deny approval of any request for any such structures in its total and unfettered discretion.

Section 21. *Trees.* Trees measuring six inches (6") or more in diameter at three feet (3') or more above ground level shall not be cut or removed from the Land without the prior written consent of the ARB unless the trees are located within six feet (6') of the Dwelling or its proposed location as approved by the ARB. More restrictive arbor ordinances or environmental laws shall control in the event of conflict herewith.

Section 22. *Use.* Lots shall be used for single family residential purposes only.

Section 23. *Pools.* Swimming pools may not be located in the front or side yard of any Lot, nor nearer than the Dwelling to any side street lot line.

Section 24. *Dwellings and Garages.*

- (a) No Dwelling shall have a heated area of less than one thousand (1,000) square feet, exclusive of screened area, open porches, terraces, patios and garage. In the case of two-story or split-level Dwellings, the ground floor must be no less than seven hundred fifty (750) heated square feet, exclusive of screened areas, open porches, terraces, patios and garage.
- (b) No Dwelling shall exceed two (2) stories in height.
- (c) No projections of any type shall be placed or permitted to remain above any roof of the Dwelling with the exception of chimneys and vent stacks. No solar collectors shall be visible from any front street.
- (d) No Dwelling shall have exposed structural block on its front elevation.
- (e) All driveways shall be constructed of solid concrete or decorative pavers approved by the ARB.
- (f) All oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a street or other Lot. This provision shall not apply to central air conditioning compressor units.

Section 25. *Tree Removal and Landscaping.* There shall be no removal of trees or clearing of a Lot, other than clearing of underbrush, until such time as the ARB has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. All Lots shall have fully sodded front and side lawns except in approved landscape or retained natural areas. Natural vegetation shall be finished by removal of underbrush and mulch.

Section 26. *Refuse Collection.* All trash, garbage or other refuse shall be placed for pickup not earlier than the evening preceding pickup, and any and all containers for such trash, garbage or refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any portion of the Land.

Section 27. *Ramps.* No skateboard or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Dwelling or adjacent to any side street.

Section 28. *Lakefront Restrictions.* As to all portions of the Property which have a boundary contiguous to any body of water, the following additional restrictions and requirements shall be applicable:

- (a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake unless approved by the Architectural Review Board, subject to any and all governmental approvals and permits that may be required.
- (b) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any other body of water on the banks thereof.
- (c) No landscaping (other than that initially installed or approved by the Declarant), fences, structures or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall be constructed, erected or placed around any body of water without the consent and approval of the Architectural Review Board.
- (d) No pipes or equipment to draw water from any lake, pond, canal or other waterbody shall be permitted unless same are (i) duly authorized by all applicable governmental entities (including the District and other similar bodies) and (ii) not visible (i.e. are below ground and under water) at the reasonably anticipated lowest water level of the applicable waterbody.

No motorized watercraft may be used on any body of water. Further regulations regarding use of watercraft within bodies of water may be set forth in Rules and Regulations promulgated by the Board of Directors.

Section 29. *Declarant Proviso.* Any of the restrictive covenants herein contained or any other provision of this Declaration to the contrary notwithstanding, until Declarant has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association shall interfere with the completion of the contemplated improvements and the sale of the Lots. Declarant may make such lawful use of the unsold Lots and the Common Property, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking.

## **ARTICLE XI**

### **ADDITIONAL COVENANTS AND RESTRICTIONS**

No Owner may impose any additional covenants or restrictions on any part of the Land without the prior written approval of Declarant, for so long as Declarant owns any Lots, and thereafter without the prior written approval of the Board.

## **ARTICLE XII**

### **AMENDMENT**

The holders of at least two-thirds (2/3) of the votes in the Association (without regard to class) may change or amend any provision hereof either (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same duly recorded in the Public Records of Seminole County. A proposed amendment may be initiated by Declarant, the Association, or petition signed by ten percent (10%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two-thirds (2/3) of the votes of the Members (without regard to class) cast in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment, or the certified copy of the duly adopted resolution, among the Public Records of Seminole County.

Any amendment to this Declaration which would alter the Surface Water Management System for the Land beyond maintenance in its original condition, including the water management portions of the Common Property, must have the prior approval of the District. Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, modify, amend, or repeal this Declaration at any time prior to the closing of the sale of the first Lot, provided said amendment modification, or repeal is in writing and properly recorded in Seminole County, Florida.

Declarant further reserves, prior to the closing of the sales of all of the Land, all rights which may be necessary to deal with the Land, including the right to vacate, amend, or modify the plat of subdivision.

## **ARTICLE XIII**

### **HUD/FHA/VA AND DISTRICT APPROVAL RIGHTS**

Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class "B" membership, the following actions will require the prior approval of the United States Department of Housing and Urban Development ("HUD") and the Veteran Administration ("VA"): addition of property as set forth in Article 11, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Property, dedication to the public of any Common Property, any amendment of this Declaration and dissolution of the Association. This Declaration may not be amended without the prior written consent of the District if such amendment would change any of the provisions of this Declaration governing or affecting the operation, maintenance or repair of the Surface Water Management System for the community.

## ARTICLE XIV

### DURATION AND TERMINATION

This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the public records, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is recorded in the Public Records of Seminole County.

## ARTICLE XV

### ENFORCEMENT

Section 1. *Remedies.* If any person or entity shall violate or attempt to violate the terms of this Declaration, it shall be lawful for Declarant, any Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate the terms of this Declaration, (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate the terms of this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted violations, or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. In addition, whenever there shall have been built, or there shall exist on any Lot, any structure, building, thing or condition which is in violation of this Declaration, Declarant or the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall constitute an individual assessment which shall be treated and shall be collected as set forth in Section 1 of Article VI, and such entry and abatement or removal shall not be deemed a trespass or make Declarant or Association liable in any way to anyone for any damages on account thereof. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or elsewhere in this Declaration. The failure of Declarant, the Association, or an Owner to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.

The District shall also have the right to enforce, by a proceeding at law or in equity, the provisions of this Declaration which relate to the maintenance, operation, repair, and management of the Surface Water Management System for the Land pursuant to the rules, requirements and permit promulgated by the District.

Section 2. *Severability.* The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other

provisions of said covenants and restrictions, which other provisions shall remain in full force and effect.

Section 3. *Notices.* All notices shall be written. Any notice sent to an Owner shall be deemed to have been properly sent when hand delivered or when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. Notices may be sent by like method to Declarant at the address set forth in the preamble to this Declaration, and by like method to the Association at its address last registered with the Office of the Secretary of State, State of Florida.

## ARTICLE XVI

### DISCLAIMER OF LIABILITY OF ASSOCIATION

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE LAND INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY LAND OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:**

- (a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE LAND HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE LAND AND THE VALUE THEREOF;**
- (b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE CITY OF LONGWOOD, FLORIDA AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND**
- (c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND**

**NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.**

**EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE LAND (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.**

**AS USED IN THIS ARTICLE,, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES). SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT AND ALL PARTIES RELATED THERETO, ALL OF WHICH SHALL BE FULLY PROTECTED HEREBY.**

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

\_\_\_\_\_  
Print Name: Kenneth S. Balogh

CENTEX REAL ESTATE CORPORATION,  
a Nevada corporation

\_\_\_\_\_  
Print Name: Tanya M. McCuen

By: \_\_\_\_\_  
Walter A. Tilley, Vice President  
Development, Central  
Florida Division

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of May, 1996, by Walter A. Tilley, as Vice President - Development of the Central Florida Division of CENTEX REAL ESTATE CORPORATION, a Nevada corporation, on behalf of the corporation. Said person did not take an oath and (check one) \_\_\_ is personally known to me, produced a driver's license (issued by a state of the United States within the last five) (5) years) as identification, or 0 produced other identification, to wit: \_\_\_\_\_

\_\_\_\_\_  
Print Name: Robyn A. Bronson  
Notary Public, State of Florida  
Commission No.: CC473836  
My Commission Expires: 6/25/99

## **EXHIBIT "A"**

### **LONGWOOD PLANTATION LEGAL DESCRIPTION**

Beginning at the Northwest corner of the Southwest 1/4 of Section 32, Township 20 South Range 30 East, run N89°46'07"E, along the North line of said Southwest 1/4, a distance of 361.40 feet; thence departing said North line, run SOO' I 3'53"E, a distance of 51 5.07 feet to a point on the Southerly right-of-way line of Orange Avenue, as recorded in Plat Book 1, Page 18, Public Records of Seminole County, Florida; thence N89°155'54"E, along said right-of-way line, a distance of 52.42 feet to a point on the Northwesterly right-of-way line of State Road No. 427; thence S31°155'32"W, along said right-of-way line, a distance of 235.86 feet to a point on the Northerly right-of-way line of Palmetto Avenue, as recorded in said Plat Book 1, Page 18; thence S89°55'54"W, along said right-of-way line, a distance of 923.29 feet to a point on the Easterly right-of-way line of Wilma Avenue, as recorded in said Plat Book 1, Page 18; thence NOO'L 3'53"W, along said right-of-way line, a distance of 250.04 feet to a point on the Northerly right-of-way line of said Orange Avenue; thence S89°155'54"W, along said Northerly right-of-way line, a distance of 668.07 feet; thence NOO' I 6'20"E, a distance of 469.39 feet to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 31, Township 20 South, Range 30 East; thence 00°22'26"E, a distance of 23.53 feet to a point on the Southerly boundary line of Tiberon Cove, as recorded in Plat Book 23, Pages 15 - 16, Public Records of Seminole County, Florida; thence N89°106'09"E, a distance of 4.31 feet to the Southeast corner of said Tiberon Cove; thence NOO' I 5'02"E, along the East boundary line of said Tiberon Cove, a distance of 641.25 feet; thence departing said East line, run S89°150'02"E, a distance of 1291.18 feet to a point on the West line of the Northwest 1/4 of said Section 32; thence SOO'02'42"E, a distance of 664.90 feet to the POINT OF BEGINNING.

#### **ALSO DESCRIBED AS:**

All of LONGWOOD PLANTATION, according to the plat thereof as recorded in Plat Book 50, Pages 88 and 90, Public Records of Seminole County, Florida.

**EXHIBIT "B"**

**RETENTION AREA**

TRACTS A, C & F, LONGWOOD PLANTATION, according to the plat thereof as recorded in Plat Book 50, Page 88/90 Public Records of Seminole County, Florida



**EXHIBIT "C"**

**FORM OF ARTICLES OF INCORPORATION**

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION**

OF

LONGWOOD PLANTATION HOMEOWNERS ASSOCIATION, INC.,  
a Florida corporation not-for-profit

LONGWOOD PLANTATION HOMEOWNERS ASSOCIATION, INC., having amended its previously filed Articles of Incorporation, hereby adopts the following Amended and Restated Articles of Incorporation:

**ARTICLE I**

**NAME**

The name of the corporation is LONGWOOD PLANTATION HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

**ARTICLE 11**

**TYPE OF CORPORATION**

The Association is a not-for-profit corporation and has no capital stock.

**ARTICLE III**

**DURATION**

The period of duration is perpetual.

**ARTICLE IV**

**PURPOSES AND POWERS**

This Association does not contemplate pecuniary gain or profit to its members, and the purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and common maintenance area within that certain real property described in that certain Declaration of Covenants, Conditions and Restrictions for Longwood Plantation, executed by Centex Real Estate Corporation, a Nevada corporation ('Declarant') to be recorded in the Official Records of Seminole County, Florida, (hereinafter called the 'Declaration'), and such additional properties as may be added thereto from time to time by annexation or otherwise as provided in the Declaration and in these Articles; and to promote the health, safety and welfare of the residents within such properties and for these purposes the Association shall have the following powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in said Declaration and as the same may be amended from time to time as therein provided, the Declaration being incorporated herein as if set forth at length;
- (b) To fix, levy and collect (enforcing payment by any lawful means) all charges and assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including for example, but not by way of limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) With the consent of 2/3 of each class of members, to purchase, receive, lease or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; provided, however, that without obtaining the approval of the membership the Board of Directors may convey the common areas to another organization whose purposes are substantially similar to those of the Association and whose membership includes the members of the Association;
- (d) To borrow money, and with the assent of two-thirds (2/3) of each class of members to mortgage or pledge any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) To engage the services of agents, independent contractors or employees to manage, operate or perform all or any part of the affairs and business of the Association; and
- (f) To do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed, and pay the costs and/or expenses in connection therewith.

Further, the Association shall have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 61 7 of the Florida Statutes may now or hereafter have or exercise.

## **ARTICLE V**

### **MEMBERSHIP**

Every person or entity who is a record owner ("Owner") of a fee or undivided fee interest in any lot which is subject by the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. ownership of such lot shall be the sole qualification of membership.

The Bylaws of the Association may provide for suspension of membership for failure to pay assessments and for violation of the Rules and Regulations established by the Board of Directors.

**ARTICLE VI**  
**VOTING RIGHTS**

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article V with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article V. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B members shall be the Declarant or its assignee or successor who owns Lots (or Lots with Units that have never been occupied) and shall be entitled to three (3) votes for each unoccupied Lot owned by it. The Class B membership shall cease and be converted to Class A membership one hundred twenty (120) days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or seven (7) years after conveyance of the first Lot by Declarant, whichever occurs earlier. Class B membership shall be reinstated at any time before the expiration of 20 years from the date of conveyance of the first Lot if additional Lots owned by Class B members are annexed into the Association in sufficient numbers to restore a ratio of at least one Class B Lot to each three Class A Lots in the overall area subject to the Association.

**ARTICLE VII**  
**ASSOCIATION TURNOVER**

Section 1. *Time of Turnover.* The Turnover of the Neighborhood Association by the Declarant shall occur at the Association Turnover Meeting described in Section 2 below, which meeting shall take place within sixty (60) days of the occurrence of the following events, whichever occurs earliest:

- (a) February 28, 2003;
- (b) Upon voluntary conversion to Class A membership by the Declarant; or,
- (c) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

The Declarant, or its successors or assigns, shall remain a member so long as it owns a Lot or Unit subject to this Declaration.

Section 2. *Procedure of Calling Association Turnover Meeting.* The purpose of the Association Turnover Meeting shall be to elect directors to the Association. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Members of the date, location, and purpose of the Turnover meeting.

- (a) *Procedure at the Association Turnover Meeting.* At the Association Turnover Meeting (whereupon the Class A Members are obligated to elect the Board of Directors and assume control of the Association), a special meeting (the "Association Turnover Meeting") of the membership shall be called in accordance with the provisions of the By-Laws for the calling of a special meeting of the membership. For the purpose of convening the Association Turnover Meeting, a quorum shall consist of at least 25% of the Members of

each class of the membership. Among any other business to be presented at such meeting, nominations for places on ir.2 Board of Directors shall be taken from the floor and election of the Board of Directors shall be made therefrom. Each Member shall have one (1) vote for every place on the Board of Directors to be filled but shall be able to cast only one (1) vote for each position to be filled (by way of example, if three (3) positions on the Board of Directors are to be filled, and five (5) persons are nominated for the three (3) positions, then each Member shall have the ability to cast one (1) vote for any three (3) candidates).

- (b) *By Written Nomination and Written Ballot If The Association Turnover Meeting Fails For Lack Of Quorum.* If a quorum is not present at the Association Turnover Meeting, then, within fourteen (14) days after the time for the Association Turnover Meeting, the Association shall send written notice to each Member that a quorum was not present and that election of Directors shall proceed by written nomination and later by written ballot. In such notice, the Association shall solicit nominations for positions on the Board of Directors and shall require that such written nominations be received by the Association within fourteen (14) days of such notice. Thereafter, the Association shall prepare a written ballot of all persons nominated and shall send such ballot to each Member with notice that the ballot must be returned to and received by the Association within fourteen (1 4) days of the mailing of such ballot. Those candidates receiving the most votes shall be elected to the Board of Directors and shall take office within thirty (30) days thereafter (at which time all Declarant-appointed Directors shall resign). Such an election shall be valid and effective notwithstanding the receipt by the Association of votes of less Members than required for a quorum at any duly called and authorized meeting, provided, however, that this provision shall apply only to the election of Directors at the time the Declarant turns control of the Neighborhood Association over to the Class A Members.

Section 3. *Procedure for Association Turnover Meeting.* The Association Turnover Meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

## **ARTICLE VIII**

### **AGENT AND OFFICES**

The registered office of the Association shall be:

151 Southhall Lane  
Suite 230  
Maitland, Florida 32751

The registered agent of the Association shall be CENTEX REAL ESTATE CORPORATION, a Nevada corporation.

The principal office of the Association is located at 151 Southhall Lane, Suite 230, Maitland, Florida 32751.

## **ARTICLE IX**

### **BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of not less than three (3) directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association but shall always consist of an odd number. The names and addresses of the persons who are to serve until the election of their successors are:

<u>Directors</u>	<u>Address</u>
Greg LePera	151 Southhall Lane Suite 230 Maitland, Florida 32751
Michael Kane	151 Southhall Lane Suite 230 Maitland, Florida 32751
Karoline Matthai	151 Southhall Lane Suite 230 Maitland, Florida 32751

At the first annual meeting, the Declarant shall appoint one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and, at each annual meeting thereafter, the Class A and Class B members shall elect each succeeding director for a term of three (3) years to fill each expiring term.

## **ARTICLE X**

### **MERGERS AND CONSOLIDATIONS**

To the extent permitted by law, the Association may participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of voting membership; all subject, however, to the provisions relating to annexation as set forth in the Declaration.

## **ARTICLE XI**

### **AUTHORITY TO MORTGAGE**

After same real property has been conveyed to the Association, any mortgage by the Association of the common area defined in said Declaration shall have the assent of two-thirds (2/3) of each class of membership.

## **ARTICLE XII**

### **AUTHORITY TO DEDICATE**

The Association shall have power to dedicate, sell or transfer all or any part of the common area (after same has been conveyed to it) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer may be effective unless an instrument has been signed by members entitled

to cast two-thirds (2/3) of the votes of each class of membership agreeing to such dedication, sale or transfer.

### **ARTICLE XIII**

#### **DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than ninety percent (90%) of each class of membership. Upon dissolution of the Association, the assets both real and personal of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not-for-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association. This procedure shall be subject to court approval on dissolution pursuant to F.S. 61 7.05.

### **ARTICLE XIV**

#### **MEETINGS FOR ACTIONS GOVERNED BY ARTICLES X THROUGH XIII**

In order to take actions under Articles X through XIII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast a majority of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

### **ARTICLE XV**

#### **OFFICERS**

The officers of the Association shall be a president, vice president, secretary, treasurer and such other officers as the Board may from time to time by resolution create. The officers shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The name of the officers who shall serve until their successors are designated by the Board are as follows:

President:	Greg LePera
Vice President:	Michael Kane
Secretary:	Karoline Matthai
Treasurer:	Karoline Matthai

### **ARTICLE XVI**

#### **BYLAWS**

The first Bylaws shall be adopted by the Board and may be altered, amended or rescinded by the Declarant (as defined in the Declaration), the directors or members in the manner provided by the Bylaws.

**ARTICLE XVII**  
**AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

- (a) A resolution setting forth the proposed amendment may be proposed by a majority of the Board or by not less than one-third (1/3) of the membership.
- (b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.
- (c) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of 2/3 of the votes of each class of membership of the Association.
- (d) Any number of amendments may be submitted to the members and voted upon by them at any meeting.
- (e) Prior to the closing of the sale of all Lots within the Property, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment.
- (f) Upon approval of an amendment to these Articles by the members, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of Volusia County, Florida.
- (g) Any amendment made by Declarant, and any amendment made by the members prior to the completion of 75% of the Units that may be constructed within the Property must be approved by the Federal Housing Administration or by the Veterans Administration if any mortgage encumbering a Lot is guaranteed or insured by either such agency, and if such amendment materially and adversely affects the Owners or materially and adversely affects the general scheme of development created by the Declaration. Such approval shall specifically not be required where the amendment is made to correct errors or omissions or is required by any Institutional Lender so that such lender will make, insure or guarantee mortgage loans for the Lots, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to Declarant or to the Association within twenty (20) days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of Declarant or the Association that the approval was given or deemed given.

**ARTICLE XVIII**

**FHA/VA APPROVAL**

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

Annexation of additional properties, mergers and consolidations, mortgaging of common area, dedication of common area, dissolution and amendment of these Articles.

Wherefore, these Amended and Restated Articles of Amendment have been executed by the Association this \_ day of April, 1996.

LONGWOOD PLANTATION  
HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_  
Gregory L. LePera, President

**EXHIBIT "D"**  
**FORM OF BYLAWS**  
**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**LONGWOOD PLANTATION**  
**HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the corporation is LONGWOOD PLANTATION HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". Originally, the Association was named Palmetto Reserve Homeowners Association, Inc. The name of the Association was changed by duly executed and filed Articles of Amendment of the original Articles of Incorporation. These Bylaws have been amended and restated to provide a complete and integrated document expressing the current state of the Bylaws.

The initial registered office of the corporation shall be located at 151 Southhall Lane, Suite 230, Maitland, Florida 32751, meetings of members and directors may be held at such places as may be designated by the Board of Directors.

**ARTICLE II**  
**DEFINITIONS**

Section 1. [reserved]

Section 2. "Property" shall mean and refer to the real property described on the Subdivision Plats.

Section 3 "Association" shall mean and refer to the LONGWOOD PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, established for the purposes set forth herein.

Section 4. "Subdivision Plats" shall mean and refer to the officially approved and recorded plats filed in Plat Book \_\_, Pages \_ through \_\_\_\_\_ of the Official Records of Seminole County, Florida.

Section 5. "Lot" shall mean and refer to a building site for a detached single family dwelling within the Property as depicted on the Subdivision Plats.

Section 6. "Dwelling" shall mean and refer to any residential dwelling, situated upon any Lot.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 8. "Declarant" shall mean and refer to CENTEX REAL ESTATE CORPORATION, a Nevada corporation, and its successors or assigns who are designated as such in writing by Declarant, and who accept such designation in writing.

Section 9. "Common Areas" shall mean and refer to that portion of the Property, if any, conveyed to the Association for the use and benefit of the Owners, including, but not limited to the entrance monuments, drainage facilities and detention ponds, esplanade and right-of-way landscaping and such other areas lying within dedicated public easements or rights-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the residents. Unless specifically excluded, areas defined in the Declaration as Conservation Property shall also be included herein as Common Areas.

Section I 0. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Longwood Plantation, and any amendments, annexations and supplements thereto made in accordance with its terms.

### **ARTICLE III**

#### **MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

### **ARTICLE IV**

#### **PROPERTY RIGHTS AND OTHER RIGHTS OF ENJOYMENT**

Each member shall be entitled to the use and enjoyment of the Common Area as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegate. The rights and privileges of such delegate are subject to suspension to the same extent as those of the member.

### **ARTICLE V**

#### **BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE**

Section 1. Number. The affairs of the Association shall be managed by a Board of at least three (3) directors, who need not be members of the Association.

Section-2. Election. At the first annual meeting, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect the director for a term of three (3) years to fill each expiring term.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or

removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render \*p + 1oX to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly at such place and hour as may be fixed from time to time by resolution of the Board. Meetings of the Board shall be open to the Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the subject of discussion would otherwise be protected by the attorney-client privilege. Notices of all board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. Notice may be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency, in lieu of posting notice. Should said meeting fall upon a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

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

Section 4. 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.

## ARTICLE VII

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made only from among Members.

In addition, a Member may nominate himself as a candidate for the Board of Direct at a meeting where the election is to be held.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration.

The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VIII**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have the power:

- (a) To 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) To exercise for the Association all power, 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) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without just cause having been furnished to and accepted by the Board;
- (d) To establish, disburse and maintain such petty cash fund as necessary for efficiently carrying on the business of the Association; and
- (e) To engage the services of a manager, an independent contractor, or such employees as it deems necessary, and to prescribe the conditions, compensation and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate or perform all or any part of the affairs and business of the Association.

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

- (a) To 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) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided herein, and in the Declaration:
  - 1. To fix the amount of the annual assessment against each Lot in advance of each annual assessment period, as hereinafter provided in Article XII, and
  - 2. To send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period;
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of any assessment therein stated to have been paid;

- (e) To procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) To cause all officers, employees or agents, having fiscal responsibility to be bonded, as it may deem appropriate; and
- (g) To cause the Common Area to be maintained.

## **ARTICLE IX**

### **COMMITTEES**

The Association may appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes.

## **ARTICLE X**

### **MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members shall be held within 13 months from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. provided that the Board of Directors may upon written notice to the members at least ten (10) days prior to the regular annual meeting date schedule the annual meeting date for a date not more than thirty (30) days subsequent to the regular annual meeting date. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the Board of Directors, or upon written request of the members who are entitled to vote ten percent (10%) of the total voting interests of the Association. Business at a Special Meeting is limited to purposes described in the notice of the meeting.

Section 3. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws, 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 10 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies or Voting Representatives (as defined in the Declaration) entitled to cast, thirty percent (30%) of the total voting interests 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 or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and must state the date, time and place of the meeting for which it was given and must be signed by the person giving the proxy. A proxy will be effective only for the specific meeting for which it was originally given, as the meeting may lawfully be 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 or upon conveyance by the Member of his Lot, whichever occurs sooner. A proxy is revocable at any time at the pleasure of the person who executes it.

## ARTICLE XI

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

Section 3. Term. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

#### President

- (a) 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

- (b) 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

- (c) 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

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

## **ARTICLE XII**

### **ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. By the Declaration each member is deemed to covenant and agree to pay to the Association: (1) annual assessment charges, and (2) special assessment charges. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Determination of Annual Assessments.

- (a) Operating Budget. At least sixty (60) days prior to the end of the Association's fiscal year, the Board shall prepare a budget of the estimated costs of operating the Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, professional fees, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and capital improvement budget items approved by the Board under Subsection (b), below.
- (b) Capital Budget. Each year, the Board shall prepare a capital budget taking into account the number, type, life expectancy and expected replacement cost of replaceable assets. The Board shall then set the required annual capital contribution in an amount sufficient to meet the projected capital needs of the Association on a timely basis. The annual capital contribution fixed by the Board shall then be included in the annual operating budget and annual assessments described in Subsection (a), above.

- (c) Adoption of Operating Budget. The Board shall mail to each Member a copy of the capital budget, operating budget and projected annual assessments to be levied for the next fiscal year at least forty-five (45) days prior to the end of the Association's current fiscal year. The operating budget and annual assessments shall become effective unless and until disapproved at a special meeting of the Members held not later than forty-five (45) days after the proposed budget and assessments are mailed to the Members. To be effective, the disapproval must be by a vote of two-thirds (2/3) of the membership of the Association. In the event that the membership so disapproves the operating budget for the succeeding year, or in the event the Board shall fail to propose a budget, then and until such time as a new budget shall have been determined, the budget and annual assessments for the preceding year shall continue in effect.
- (d) Allocation of Annual Assessments Among Lots. The operating budget of the Association shall be assessed against all Owners and Lots in the Land in an equal amount per Lot.

Section 4. Assessment is to be Levied by the Board. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may levy the annual assessments at an amount not in excess of the maximum set forth in Section 3.

Section 5. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

- (a) Upon sale of the first Lot by the Declarant or any Professional Builder to a Class A Member, a special assessment equal to three (3) months estimated regular assessment may be assessed which shall be due and payable upon conveyance of the Lot to a Class A Member. The aggregate fund established by such special assessment shall be maintained in a segregated account, and shall be available for all necessary expenditures of the Association.
- (b) In any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto may be assessed. The Association shall not co-mingle the proceeds of such special assessments with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question.

Section 6. Uniform Rate. Except for lots owned by the Declarant and any Professional Builder as set forth in the Declaration, both annual and special assessments must be fixed at a uniform rate for all single family Lots and may be collected on a monthly, quarterly or annual basis.

Section 7. Quorum for any Action Authorized under Section 5. At any meeting called, as provided in Section 5 hereof, the presence at the meeting of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 5. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments and Due Dates. The annual assessment provided for herein shall commence as to all Lots of the first day of the month following the conveyance of the first Lot to a Class A member. The first annual assessment shall

be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; provided, however, that the Board of Directors shall have the right to adjust the annual assessment as long as any such adjustment does not exceed the maximum permitted hereunder with thirty (30) days written notice given to each Owner. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-payment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments and the assessment shall bear interest from the date of delinquency at the rate of 18% per annum, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. The Association or its agents shall have the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage or deed of trust lien on real property, and the Association shall have a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association acting on behalf of the Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding non-payment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his property.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any property to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such property. Sale or transfer of any property shall not affect the assessment lien. However, the sale or transfer of any property which is subject to any mortgage, pursuant to a foreclosure under such purchase-money or improvement mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such property from liability or any assessments thereafter becoming due or from the lien thereof.

Section 11. No Reimbursement to Declarant. The proceeds of the regular annual assessments shall not be used to reimburse Declarant for any capital expenditures incurred in construction or other improvements of common facilities, if any, nor for the operation or maintenance of such facilities incurred prior to conveyance unencumbered to the Association.

## ARTICLE XIII

### BOOKS AND RECORDS; BUDGET

Section 1. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any members at the principal office of the Association, where copies may be purchased at reasonable cost.

The Association shall maintain each of the following items:

- (a) copies of any plans, specifications, permits and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair or replace.
- (b) a copy of the bylaws of the Association and of each amendment to the bylaws.
- (c) a copy of the articles of incorporation of the Association and of each amendment thereto.
- (d) a copy of the declaration of covenants and a copy of each amendment thereto.
- (e) a copy of the current rules of the Association.
- (f) the minutes of all meetings of the board of directors and of the members, which minutes must be retained for at least seven (7) years.
- (g) a current roster of all members and their mailing addresses and parcel identifications.
- (h) all of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.
- (i) a current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed are also official records and must be kept for a period of one (1) year.
- (j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:
  - 1. accurate, itemized and detailed records of all receipts and expenditures;
  - 2. a current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due;

3. all tax returns, financial statements and financial reports of the Association; and
4. any other records that identify, measure, record or communicate financial information.

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 a written notice that a copy of the financial report is available upon request at no charge to the Member. The financial report may 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.

Section 2. Budget. The Association shall prepare an annual budget which 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 recreational amenities, whether owned by the Association, the Declarant, or another person. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

#### **ARTICLE XIV**

#### **CORPORATE SEAL**

The Association shall have seal in circular form having within its circumference the words: Longwood Plantation Homeowners Association, Inc., corporation not-for-profit.0

#### **ARTICLE XV**

#### **FISCAL YEAR**

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

#### **ARTICLE XVI**

#### **AMENDMENTS**

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

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

**ARTICLE XVII**

**GENDER AND GRAMMAR**

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provision hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, we being all the Directors of the Longwood Plantation Homeowners Association, Inc. have hereunto set our hands this        day of May, 1996.

/s/ Gregory L. LePera  
GREGORY L. LEPERA

Is/ Michael Kane  
MICHAEL KANE

/s/ Karoline Matthai  
KAROLINE MATTHAI

**Longwood Plantation  
HOMEOWNERS ASSOCIATION, INC.  
P. O. Box 520154 Longwood, FL 32750-0154**

**Semi-Annual Longwood Plantation Homeowners Dues**

The Board of Directors is looking at adopting the following payment plan for the Longwood Plantation Homeowners dues.

1. The dues are \$350.00 per annum due the 1st day of January.
  - A. The Board is looking to go to an optional semi-annual payment.
  - B. Those wishing to pay their dues in full would pay \$350.00 January 1st.
  - C. Those that want to pay semi-annual would pay \$187.50 due January 1st.
  - D. The balance of \$187.50 would be due July 1st.
  - E. The Board is assessing a \$25.00 charge to those that pay semi-annual to offset interest, postage, and mailings.

**Collection Procedures for Late Payments**

If the above payment plan is adopted The Board of Directors will adopt the following collection procedures for annual and semi-annual assessments.

1. Annual assessment is due January 1st. Semi-annual assessments are due January 1st and July 1st. If payment is not received by the 31st day of the month in which it is due, interest at 18% per annum will be charged from the due date to the homeowners account. A late notice will be mailed to the homeowner.
2. If payment has not been received 31 days after the original due date, an intent to lien letter will be sent to the homeowner.
3. If payment has not been received 60 days after the original due date, the Association will file a lien against the property in Seminole County Court.

The Board does not like to take these actions to collect past due assessments, but the Board is responsible for collecting all assessments from all homeowners.

Our budget is based on collecting all assessments from all Longwood Plantation homeowners. We cannot spend more money than we collect.

The Board is looking at various ways to reduce our budget, hence reduce the homeowner dues, but it is essential that all homeowners pay assessments when due to help us accomplish this task.