

EXHIBIT "A"

1. Declaration of Covenants, Conditions, Easements and Restrictions for the Seasons dated January 9, 1996, recorded at Official Records Book 3021, Page 1355 on January 23, 1996 in the public records of Seminole County, Florida.
2. First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for the Seasons dated February 20, 1997, recorded at Official Records Book 3199, Page 0756 on February 21, 1997 in the public records of Seminole County, Florida.
3. Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for the Seasons dated March 12, 1999, recorded at Official Records Book 3612, Page 0245 on March 18, 1999 in the public records of Seminole County, Florida.
4. Articles of Incorporation if Seasons of Mt. Greenwood Homeowners' Association, Inc., dated August 12, 1996, and filed with the Secretary of State on August 13, 1996.
5. Articles of Amendment to Articles of Incorporation of Seasons of Mt. Greenwood Homeowners Association, Inc., dated May 25, 2004 and filed with the State on July 19, 2004.
6. Articles of Amendment to Articles of Incorporation of Seasons of Mt. Greenwood Homeowners Association, Inc., dated September 14, 2004 and filed with the State on October 25, 2004.
7. Bylaws of The Seasons of Mt. Greenwood Homeowners' Association, Inc., dated January 10, 1996.

797168

95 JAN 23 PM 1:02

Prepared by and return to:
Thomas F. Diorio
Thomas F. Diorio, P.A.
P.O. Box 1686
Winter Park, FL 32790-1686

OFFICIAL RECORDS
BOOK PAGE
3721 1355
SEMINOLE CO. FL.

**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR THE SEASONS**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE SEASONS is made and entered into this 9th day of January, 1996, by SALA, INC., a Florida corporation, P.O. Box 533116, Orlando, FL 32853.

WITNESSETH:

WHEREAS, the Declarant (as defined below) is the owner of the Property as defined below;
and

WHEREAS, the Declarant desires to develop the Property as a residential development which may contain detached single family homes or patio homes.

NOW, THEREFORE, the Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Association, as hereinafter defined, as amended from time to time

Section 2. "Association" shall mean and refer to The Seasons Homeowners' Association, Inc., a non-profit corporation organized under the laws of the State of Florida, its successors and assigns.

Section 3. "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.

Return to City of Winter Springs

Section 4. "Common Area" shall mean and refer to Tracts A, B, C, D, E and F, inclusive, The Seasons, as depicted on the Plat for the Seasons (as defined below), any property described as Common Area in any replat of all or any portion of the foregoing Plat for The Seasons and any property described as Common Area in any Plat which is a part of any additional property which is made subject to this Declaration or any supplemental declaration under the provisions hereof.

Section 5. "Declarant" shall mean and refer to Sala, Inc., a Florida corporation, and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of improving such Lots for residential purposes, and if Declarant assigns its rights as Declarant as to the Lots so conveyed to such successors and assigns by an instrument in writing and recorded in the Public Records of Seminole County, Florida. Any such assignment may contain a full assignment of the rights to which the Declarant is entitled or may be a limited assignment whereby certain rights as a Declarant are not assigned to such subsequent Declarant.

Section 6. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions for The Seasons, as amended from time to time.

Section 7. "Developed Lot" shall mean any Lot owned by the Declarant upon which a Dwelling Unit has been constructed and for which a certificate of occupancy or other such similar occupancy permit has been issued by the City of Winter Springs, Florida, and is either no longer being offered for sale in the ordinary course of business by the Declarant or is rented by the Declarant to a third party, whichever shall first occur.

Section 8. "Dwelling Unit" shall mean and refer to any building or portion of a building situated upon any Lot, which building or portion thereof is designed and intended for the use and occupancy as a residence. The term "Dwelling Unit" shall not include any portion of any Lot improved with sidewalks, patios, grass or other landscaping.

Section 9. "Lot" shall mean and refer to any one of Lots 1 through 141, inclusive, The Seasons, as depicted on the Plat for The Seasons, any platted lot or portion thereof in any replat of all or any portion of the property platted by the foregoing Plat for The Seasons established for the construction of a Dwelling Unit, and any other platted lot or portion thereof which is a part of any additional property which is made subject to this Declaration or any supplemental declaration under the provisions hereof and which is established for the construction of a Dwelling Unit.

Section 10. "Member" shall mean and refer to a member of the Association, as established in this Declaration, the Bylaws and the Articles.

Section 11. "Owner" shall mean and refer to the record fee simple owners, whether one or more persons or entities, of fee simple title to any Lot, as herein defined, including contract sellers, but excluding contract purchasers, and excluding those who having such interest merely as security for the performance of an obligation.

Section 12. "Patio Home Lots" shall mean and refer to such Lots 54 through 141, inclusive, as depicted on the Plat for The Seasons, upon which patio home style Dwelling Units have been constructed or are to be constructed.

Section 13. "Plat for The Seasons" shall mean and refer to that certain Plat for The Seasons as recorded in Plat Book 50, Page 24 27, Public Records of Seminole County, Florida.

Section 14. "Property" shall mean and refer to all of the property described in the Plat for The Seasons, and such additions thereto as may hereinafter be made subject to this Declaration by any supplemental declaration under the provisions hereof.

Section 15. "Surface Water or Stormwater Management System" shall mean a system which is designed for the Property and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42, F.A.C.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner, and such Owner's agents, licensees and invitees shall have a non-exclusive right and easement for the use and enjoyment of the Common Area which shall be appurtenant to and shall pass with the title to every Lot. Such easements of use and enjoyment shall include, but shall not be limited to, the right of ingress and egress over the parking areas, streets, driveways and sidewalks, if any, on the Common Area for the purpose of access to the Owner's Lot and Dwelling Unit and shall include the Owner's right to park the Owner's vehicles, and the Owners' agents', licensees' and invitees' vehicles, on the parking areas established from time to time within the Common Area. The Owner's easement for the use and enjoyment in and to the Common Area shall be subject to the following provisions:

- A. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless and instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded and such dedication or transfer is approved as hereinafter provided. Nothing herein shall warrant any public entity being obligated to accept any property from the Association or any property owner;
- B. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

- C. All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and Bylaws of the Association;
- D. Rules and regulations governing the use and enjoyment of the Common Area adopted by the Association;
- E. Covenants, conditions, easements and restrictions set forth in this Declaration, in any future supplemental declaration, on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property in the Public Records of Seminole County, Florida;
- F. All codes and ordinances of the City of Winter Springs, Florida; and
- G. If any Owner has been assigned a particular parking space within the Common Area, then the remaining Owners shall be precluded from using such assigned parking space.

Section 2. Non-Exclusive Easement Over the Lots for Utilities. The Declarant hereby reserves for itself, its successors, assigns, agents, employees, contractors, invitees, licensees and the City of Winter Springs, Florida, a non-exclusive, perpetual easement for utility purposes to install, operate, maintain, repair and replace any and all utility lines and other utility facilities (including, but not limited to, water, sewer, electricity, telephone and cable television lines and facilities) under any portion of any Lot not improved or not to be improved with a Dwelling Unit. The Declarant hereby further reserves for itself, its successors, assigns, agents, employees, contractors, invitees and licensees, a non-exclusive, perpetual easement for utility purposes to install, operate, maintain, repair and replace electricity and telephone lines and facilities under that portion of each Patio Home Lot improved or to be improved with a Dwelling Unit; provided, however, that any such electricity and/or telephone lines and facilities installed under that portion of a Patio Home Lot improved with or to be improved with a Dwelling Unit must be installed inside of a conduit.

Section 3. Easement for Encroachments. In the event that after completion of construction of a Dwelling Unit on any Patio Home Lot, any portion of such Dwelling Unit shall encroach upon any of the Common Area or upon any other Lot for any reason other than the intentional, tortious act of the Owner of the encroaching property, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist, together with all reasonable and necessary rights of ingress and egress for the purpose of maintaining, repairing and replacing the improvements or Common Area to the extent of such encroachment. It is hereby specifically provided that, as to Dwelling Units to be constructed on any Patio Home Lot, eaves, soffits and vents are anticipated to, and shall be permitted to encroach on adjoining Common Area and Lots. The foregoing easement shall apply to any such encroachment.

Section 4. Non-Exclusive Easement Over the Common Area for Utilities. The Declarant hereby reserves for itself, its successors, assigns, agents, employees, contractors, invitees, licensees and the City of Winter Springs, Florida, a non-exclusive, perpetual easement over the

Common Area for utility purposes to install, operate, maintain, repair and replace any and all utility lines and other utility facilities, including, but not limited to, electric, cable television, telephone, water, sewer, stormwater drainage and stormwater retention lines and facilities.

Section 5. Construction Easement Reserved. The Declarant hereby reserves for itself, its successors, assigns, agents, employees, contractors, invitees, licensees and the City of Winter Springs, Florida, a non-exclusive, easement over the Common Area for the purpose of (i) pedestrian and vehicular (including, but not limited to, construction vehicles and machinery) ingress and egress to and from the Lots, (ii) storage of construction materials and construction equipment to be used in the construction of the Dwelling Units and the improvement of the Common Area, and (iii) performing construction activities on the Common Area and on the Lots. It is the intent of this Section to permit the Declarant and its successors, assigns, agents, employees, contractors, invitees, licensees and the City of Winter Springs, Florida, the right to cross over and to use the Common Area as may be necessary in the normal course of business while constructing any and all improvements to be located on the Property. The easement reserved in this Article II, Section 5, shall terminate on the date of the closing of the sale of the last Lot owned by the Declarant.

Section 6. Electric Meter and Telephone Box Easement. As to any Patio Home Lots, the Declarant hereby reserves for itself, its successors, assigns, agents, employees, contractors, invitees, licensees and the City of Winter Springs, Florida, a non-exclusive, perpetual easement over and upon the exterior of any and all Dwelling Units constructed on any such Patio Home Lots and over the Common Area for the purpose of attaching, installing, operating, maintaining, repairing and replacing electric meters and telephone boxes and such other similar type of facilities as may be now or hereafter commonly used by electric and/or telephone companies. To the extent that any such electric meters and/or telephone boxes encroach into the Common Area, then the Owner of the Dwelling Unit to which such encroaching electric meter or telephone box is attached, and such Owners' successors, assigns, agents, employees, contractors, invitees and licensees are hereby granted a non-exclusive easement for the installation, operation, maintenance, repair, and replacement of such encroaching electric meters or telephone boxes.

Section 7. Maintenance Easement. The Declarant hereby reserves for itself, its successors, assigns, agents, employees, contractors, invitees, licensees, and the City of Winter Springs, Florida, a non-exclusive, perpetual easement over and across that part of the Common Area and upon such Lots abutting a particular Lot as may be reasonably necessary for a Lot Owner to properly maintain, improve, repair and replace and any and all improvements (including grass and landscaping) located on the Owner's Lot. If any Owner, while exercising any rights under this easement, damages any portion of the Common Area and/or any Lot of an abutting property owner, and/or any improvements (including grass and landscaping) located on said Common Area and/or Lot of an abutting property owner, the Owner causing said damage shall repair the damaged property (both real and personal) to as close to the condition of said property prior to being so damaged, or, if necessary, shall replace the damaged property. The Declarant hereby grants a non-exclusive easement to the Association, its successors, assigns, agents, employees, invitees and licensees, over that portion of the Lots as may be reasonably necessary to perform

OFFICIAL RECORDS
BOOK PAGE

2021 1359

any and all rights and obligations of the Association as may be set forth in this Declaration. If the Association, while exercising its rights under this easement, causes any damage to any Lot or Lots or to any improvements located on said Lot or Lots (including grass and landscaping), then the Association shall repair said damaged property (both real and personal) to as close to the condition of said property prior to being so damaged, or, if necessary, shall replace the damaged property.

Section 8. Owner's Use of Lot. Use of Lots shall be limited to residential purposes and such home office uses as are permitted by local zoning laws, regulations and ordinances.

Section 9. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Common Area and facilities to the members of the Owner's family, the Owner's tenants or the Owner's contract purchasers who reside on the Property.

Section 10. Planting of Landscaping in Common Area and on a Portion of the Lots. The Declarant may plant such grass, ground cover, shrubbery, irrigation lines and other landscaping materials (hereinafter referred to as the "Landscaping") as the Declarant deems desirable in the Common Area immediately surrounding a particular Lot prior to obtaining a certificate of occupancy for the Dwelling Unit on said Lot. Furthermore, to the extent a Lot is not improved by the Declarant with a Dwelling Unit, other improvements or enclosed by fencing, the Declarant may install such Landscaping as Declarant deems desirable on such unimproved and unenclosed portions of such Lot. All such areas of such Lot upon which Declarant installs Landscaping shall be subject to a nonexclusive easement in favor of the Association, its successors, assigns, agents, employees, invitees and licensees, for the purpose of maintaining, repairing and replacing the Landscaping, which nonexclusive easement is hereby reserved and granted unto the Association. Any and all Landscaping installed on any Lot and/or the Common Area pursuant to this Section shall be the obligation of the Association to maintain, repair and replace after such Landscaping is installed pursuant to this Section.

Section 11. Original Fencing and Storage Sheds. As part of the original construction of improvements to Patio Home Lots, the Declarant intends to (but shall not be obligated to) install fencing separating the various Patio Home Lots and a storage shed on each such Patio Home Lot. If installed, the storage shed for a particular Patio Home Lot will be located in the corner of the Patio Home Lot, where such Patio Home Lot has a common corner with another Patio Home Lot. The storage sheds will be owned by each owner but certain walls of the storage sheds will be common walls and the roof of the storage sheds will be one roof covering multiple storage sheds on separate Patio Home Lots. To avoid disputes as to which Patio Home Lot Owner is responsible for maintaining which part of such fences and storage sheds, the Patio Home Lot Owners shall take title to their Patio Lots subject to the following restrictions, obligations and agreements:

- A. The Association shall be obligated to maintain such fencing, the common exterior walls and all structural aspects of the storage sheds which may be constructed on the Patio Home Lots. The Association, its successors, assigns, agents, employees, invitees,

SEMINOLE CO. FL.

1121 1360

BOOK PAGE

licensees and the City of Winter Springs, Florida, are hereby granted a non-exclusive easement over all of the Patio Home Lots as may be reasonably necessary for the Association to maintain, repair and replace such fencing and storage sheds. If the Association, while exercising its rights and obligations under this easement, causes any damage to any Patio Home Lot or Patio Home Lots or to any improvements located on said Patio Home Lot or Patio Home Lots (including, but not limited to, grass and landscaping), then the Association shall repair said damaged property (both real and personal) to as close to the condition of said property prior to being so damaged, or, if necessary, shall replace the damaged property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every record fee simple Owner of a Lot, including the Declarant, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned whether or not said Lots are subject to Association assessment as set forth herein. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- (b) On December 31, 2002; or
- (c) Upon voluntary conversion of the Class B membership to Class A membership by the Declarant.

SEMINOLE CO. FL

9921 1361

OFFICIAL RECORDS
BOOK PAGE

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Subject to the limitations and exclusions set forth below and elsewhere in this Declaration, the Declarant, for each Lot owned by the Declarant within the Property, hereby covenants, and, other than the Declarant, each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, major repairs, to fund deficits in the budget of the Association, or to pay for and perform any and all other obligations of the Association, such assessments to be established and collected as herein provided, and (3) such fines and penalties assessed against a Lot Owner, as provided in the Bylaws (said annual assessments, special assessments, fines and penalties shall hereinafter be collectively referred to as the "Assessments"). All Lots subject to assessment shall pay an equal pro-rata share of the Assessments due. By way of example, if there are fifty (50) Lots subject to assessment as set forth in this Declaration, then the Owner of each Lot then subject to assessment shall pay one-fiftieth (1/50th) of the Assessments then being assessed by the Association. Notwithstanding the foregoing, the Declarant shall not be obligated to pay any Assessments, and is specifically excluded from paying any and all Assessments, so long as the Declarant's guarantee of the Association's budget is in place, as set forth in Article IV, Section 6 below. If, and at such time as, the Declarant terminates the guarantee of the Association's budget, as set forth in Article IV, Section 6 below, then the Declarant shall be subject to assessment for Assessments as to the Developed Lots owned by the Declarant, and only as to the Developed Lots owned by the Declarant, as more specifically described in Article IV, Section 6 below. All unpaid Assessments, any and all late fees due for late payment of Assessments, interest on said Assessments at the maximum lawful rate of interest permitted to be charged in the State of Florida, and the costs, reasonable attorneys' fees and paralegals' fees incurred by the Association at all pre-trial, trial and appellate levels associated with collection of said Assessments, shall be a charge on the Lot and shall be a continuing lien subject to foreclosure upon the Lot against which each such assessment is made; provided, however, no such Assessment shall be a lien on the Lot until such lien has been recorded in the Public Records of Seminole County, Florida. Each such Assessment, together with interest at the maximum lawful rate of interest permitted to be charged in the State of Florida, costs and reasonable attorneys' fees and paralegals' fees incurred by the Association at all pre-trial, trial and appellate levels, shall be the personal obligation of the person or persons, as the case may be, who was/were the owner(s) of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall also become the personal obligation of such Owner's successors in title only if such successor in title expressly assumes such a personal obligation.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used to promote the interests, recreation, health, safety and welfare of the residents of the Property, which shall include, but shall not be limited to, the improvement and maintenance of the Common Area, maintenance of the Landscaping on Lots as set forth in Article II, Section 7 of

this Declaration, the maintenance of any easements benefitting all or any portion of the Property, the costs of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are reasonably necessary for the Association to carry out the intent of this Declaration.

Section 3. Uniform Rate of Annual Assessment. Except as otherwise provided herein, annual assessments shall be fixed at a uniform rate as to all Lots subject to assessment, and may be collected monthly or quarterly, as determined by the Association's Board of Directors. Notwithstanding anything to the contrary contained herein, in the Articles or the Bylaws, the Declarant and the Lots owned by the Declarant shall not be subject to assessment for any annual assessments, special assessments or any other Assessment so long as the Declarant's guarantee of the budget, as set forth in Article IV, Section 6 below, is in place. Upon the termination or expiration of said guarantee, then as to the Developed Lots, and only as to the Developed Lots, the Declarant shall be subject to the same Assessments as to which the Owners of Lots other than the Declarant are subject. Notwithstanding anything in this Declaration, the Articles, the Bylaws or elsewhere to the contrary, no Lot owned by the Declarant other than Developed Lots shall be subject to assessment for any annual assessments, special assessments or any other Assessment.

27
Section 4. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be Four Hundred Eighty and No/100 Dollars (\$480.00), which sum includes the annual assessment due the Mt. Greenwood Community Association, Inc. The maximum annual assessment of the Association may be increased each year not more than fifteen percent (15%) above the annual assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased more than fifteen percent (15%) above the previous years' annual assessment by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting of the Association duly called for this purpose. The Association's board of directors may fix the annual assessment at an annual amount not to exceed the maximum.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year for the purpose of defraying, in whole or in part, the maintenance responsibilities of the Association, the cost of operating, purchasing, constructing, reconstructing, repairing or replacing a capital improvement upon the Common Area, including fixtures and personal property related thereto, or to pay for and perform any and all other obligations of the Association, as approved by the Association's board of directors, provided that any such special assessment shall have the assent of two-thirds (2/3) of each class of Members who are voting in person or by proxy at an Association meeting duly called for this purpose.

Section 6. Declarant Guarantee of Budget. In consideration of the Declarant not having to pay Assessments on any given Lot owned by the Declarant, including any Developed Lot, the Declarant hereby agrees to guarantee that the annual assessments made against Owners subject to assessment will not exceed the maximum annual assessment set forth in Article IV, Section

2021 1363

OFFICIAL RECORDS
BOOK PAGE

4, above. Notwithstanding the foregoing, at any time, the Declarant may, in its sole and absolute discretion, notify the Association in writing that the Declarant has decided to terminate the Declarant's guarantee as set forth in this Section, whereupon the Declarant shall be fully liable from that date forward for all annual assessments and special assessments thereafter assessed against Developed Lots owned by the Declarant; it being the intent of this Section that upon the termination of the Declarant's guarantee, all Developed Lots (and only Developed Lots) owned by the Declarant shall thereafter be subject to assessment.

Section 7. Notice For Any Action Authorized Under Article IV, Sections 4 or 5. Written notice of any meeting called for the purpose of taking any action authorized under Article IV, Sections 4 or 5, shall be sent to all Association Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, and shall set forth the purpose of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast ten percent (10%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to a particular Lot (other than Lots owned by the Declarant) on the later of the day said Lot is conveyed by the Declarant to a purchaser or the date of the issuance of a certificate of occupancy or such similar authorization of occupancy by the City of Winter Springs, Florida. The Lots owned by the Declarant shall only be subject to assessment as set forth in Article IV, Sections 1, 3 and 6 above. The first annual assessment shall be adjusted according to the number of days remaining in the calendar year. The Association's board of directors shall fix the amount of the annual assessment against each Lot subject to assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to the Declarant, so long as the Declarant owns one or more Lots, and to every Owner subject to assessment. The due dates shall be established by the Association's board of directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a Lot are due and payable or have been fully paid. A properly executed certificate of the Association as to the status of Assessments on a Lot shall be binding upon that Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments not paid within thirty (30) days after the due date shall thereafter be paid together with a late fee equal to five percent (5%) of the overdue Assessments together with interest from the due date at the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or may file a lien against the Lot for which the Assessment is past due and foreclose the lien against the Lot encumbered by the lien. No Owner may waive or otherwise escape liability for the Assessments provided for herein by the non-use of the Common Area or by abandonment of his/her Lot. In any action to collect

9021 1365

any Assessment made hereunder, the prevailing party shall be entitled to collect from the non-prevailing party all costs and reasonable attorneys' fees and paralegals' fees at all pre-trial, trial and appellate levels.

Section 10. Subordination of Liens to First Mortgages. The lien of the Assessments provided for herein, and any and all other liens in favor of the Association provided for elsewhere in this Declaration, shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect any lien in favor of the Association other than for the sale or transfer of any Lot pursuant to a mortgage foreclosure foreclosing a first mortgage against a Lot, or any transaction in lieu thereof which shall extinguish the lien of the Association to the extent the lien relates to Assessments or other sums which became due prior to the date of such foreclosure sale or transfer in lieu of foreclosure. No sale or transfer shall relieve such Lot or Lot Owner from liability for any Assessments or other sums thereafter becoming due or from the lien thereof.

Section 11. Establishment of Reserve Account. The Declarant shall establish a reserve account for the repair and replacement of the Association's capital improvements. At the time of the voluntary sale by the Declarant of a Lot upon which a Dwelling Unit has been constructed, the Declarant shall deliver to the Association a sum equal to one month's share of the Annual Assessment then being assessed by the Association. The Association shall place such sum in a reserve account which shall be established by the Association for the repair and replacement of the Association's capital improvements. Such reserve account shall not be used by either the Association or the Declarant prior to the time that the Declarant turns over control of the Association to all Members of the Association. All control of the Association's capital improvements reserve account shall be relinquished by the Declarant to the Association at the time the Declarant turns over control of the Association to all Members of the Association.

ARTICLE V EXTERIOR MAINTENANCE

Section 1. Maintenance of Common Area. The Association shall maintain the Common Area. The maintenance of the Common Area shall include, but shall not be limited to, (i) watering, fertilizing, cutting and edging any and all parts of the Common Area covered by grass, (ii) watering, fertilizing and pruning of all bushes, trees, ground cover (other than grass) and all other landscaping located in the Common Area, (iii) the maintaining, repairing, replacing and repaving of any driveways, streets, parking areas and sidewalks located within the Common Area, and (iv) the maintaining, repairing and replacing of all improvements made to the Common Area, including, but in no event limited to, the entranceway to the Property and any and all personal property of the Association.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Other than for improvements made by or on behalf of the Declarant to any Lot or Lots or to the Common Area, no building, shed, fence, wall, structure or improvement of any kind shall be commenced, erected, placed or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereto (including color changes) be made until the plans and specifications showing the nature, colors, dimensions, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Association, acting by and through an architectural control committee composed of three (3) or more representatives, who need not be members of the Association, appointed by the Association's board of directors.

Section 2. In the event the Association's board of directors, or its designated committee, fails to approve or disapprove such design and/or location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be further required and the provisions of this Article will be deemed to be fully satisfied and approved on said thirtieth (30th) day.

Section 3. Notwithstanding anything in this Declaration or elsewhere to the contrary, the Declarant shall not be subject to the review and/or approval of any architectural control committee established pursuant to this Declaration or otherwise established for any improvements to be made by or on behalf of the Declarant to the Common Area and/or to any Lot or Lots. The Declarant may change the size, design, materials, color and type of improvements which the Declarant may construct from time to time in the Declarant's sole and absolute discretion, for any reason whatsoever, including, but not limited to, to adjust to market conditions. In no event shall the Declarant be construed as committing to developing the Property to a common scheme of development.

ARTICLE VII GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 1. General Prohibition. Other than for improvements made by or on behalf of the Declarant to any Lot or Lots or to the Common Area, no Dwelling Unit, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Property or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration, and all such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the Association's board of directors or any architectural committee established pursuant to this Declaration or otherwise.

Section 2. Only Residential Purposes. No Lot shall be used in whole or in part for anything other than residential purposes and such home office purposes as are permitted by governing zoning laws, regulations and ordinances, except for model residential Dwelling Units which may be maintained by the Declarant as a model/information center and for the operation as a construction office for the Declarant related to the construction of the Dwelling Units. Other than the use of the model residential Dwelling Units as a construction office and a model/information center, and other than as permitted by applicable zoning laws, regulations and ordinances, no trade, traffic or business, whether professional, commercial, industrial manufacturing or other non-residential use shall be engaged in or carried on upon the Property or any part thereof; nor shall anything be done thereon which may be or which may become annoyance or a nuisance to the Property or adjacent properties.

Section 3. Residential Use. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) residential Dwelling Unit, any storage shed which may be built by the Declarant, any replacement thereof, and any other building which may be approved from time to time by the Association's architectural control committee (see Article VI below).

Section 4. Occupancy Before Completion. No building or structure upon the Properties shall be occupied until the same is approved for occupancy by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants.

Section 5. Maintenance and Repair. Other than as otherwise specifically set forth herein, the Dwelling Unit and any other structure, building, outbuilding, wall, fence, grass, landscaping and all other improvements placed or maintained on a Lot by the Owner shall at all times be maintained in good condition and repair by said Owner in accordance with maintenance standards established by the Association from time to time. If the Owner fails to maintain such improvements in accordance with the maintenance standards established by the Association from time to time, then, upon thirty (30) days' prior written notice, the Association shall be entitled to perform such maintenance to such improvements. The Association, and its agents, employees and invitees are hereby granted an easement over the Lot to be maintained and over any abutting Lots as may be reasonably necessary to maintain such improvements. Any and all reasonable expenses incurred by the Association to perform such maintenance shall be paid by the Owner of said improvements upon fifteen (15) days' prior written notice. If the Owner of the improvements maintained by the Association fails to make full and adequate payment to the Association within said 15-day period, then the Association shall be entitled to collect interest at the maximum lawful rate of interest permitted to be charged in the State of Florida, on the sums advanced by the Association to maintain the improvements, from the date such sums were advanced by the Association, the Association shall be entitled to file a lien against the Lot so maintained and foreclose said lien in accordance with the same procedures and laws applicable to the foreclosure of a mortgage in the State of Florida, and shall be entitled to pursue any and all other remedies available at law or in equity. The prevailing party in any action brought to enforce the terms of this Section shall be entitled to collect from the non-prevailing party all costs and reasonable attorneys' fees and paralegals' fees incurred at all pre-trial, trial and

appellate levels; provided, however, that no attorneys' fees, paralegals' fees or costs may be recovered against the City of Winter Springs, Florida, if the City of Winter Springs, Florida, brings an action to enforce the terms of this Section 5.

Section 6. Completion of Construction. All exterior construction for which plans and specifications are required herein to be submitted to the Association's board of directors for approval shall be completed within six (6) months from the date of approval for said approval to remain in force and effect, unless said board shall grant a greater period of time to complete said construction or shall grant an extension of said 6-month period.

Section 7. No Temporary Buildings. No tent, shack, trailer, house trailer, basement, garage or other outbuildings shall at any time be used on any Lot or on the Common Area as a residence temporarily or permanently and no building or dwelling of a temporary character shall be permitted on the Property, except as follows: Buildings and/or trailers deemed necessary by the Declarant for construction and/or Lot model/information center activities taking place on the Property and not intended to be used for living accommodations may be erected and maintained on the Property only during the course of such construction and/or Lot model/information center activities on the Property by or on behalf of the Declarant. In any event, the Declarant shall be required to obtain any and all permits necessary to locate and operate any such temporary building and/or trailer prior to so placing any such temporary building and/or trailer on any portion of the Property.

Section 8. Ground Maintenance. No rubbish, debris, garbage or waste of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot or the Common Area which would render it unsanitary, unsightly, offensive or detrimental to the public in the vicinity thereof or to the occupant of any Lot in such vicinity.

Section 9. Fences, Walls, Hedges and Mass Planting of Any Type. No fence, wall, structure, hedge or mass planting of any type shall be constructed, planted, placed or maintained by any Owner upon the Common Area. In addition, other than for fencing to be installed on the Patio Home Lots by the Declarant, no fence or wall shall be permitted to be constructed on any Lot without the prior written approval of the Association's architectural control committee to be established in accordance with Article VI, Section 1 of this Declaration.

Section 10. Animals, Birds and Fowl. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two (2) dogs, cats or other domesticated household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. In the event of dispute as to the reasonableness of the number of such cats, dogs or household pets kept upon a Lot, the decision and opinion of the Association's board of directors shall control.

Section 11. Laundry. No clothes, sheets, blankets or other articles shall be hung out to dry. No clotheslines are permitted on any portion of the Property.

Section 12. Exterior Light Fixtures. No exterior lighting fixtures shall be installed on any Lot or Dwelling Unit without adequate and proper shielding of the fixtures. No lighting fixtures shall be installed that may become an annoyance or a nuisance to the residents of any adjacent Lot or any adjacent property.

Section 13. Parking. Other than as set forth below, the parking of commercial vehicles (including, but not limited to, trucks larger than a pick-up truck, truck-tractors, semitrailers and commercial trailers), boats, motor homes, travel trailers and similar recreational vehicles, inoperable vehicles or vehicles under repair on the Property, is prohibited except for such commercial vehicles on the Property to aid in the construction of the Common Area and/or a Dwelling Unit, the maintenance, repair and/or replacement of the Common Area and/or a Dwelling Unit, and/or commercial vehicles making deliveries to a Dwelling Unit. The owner of each Patio Home Lot shall be assigned two (2) parking space located on the Common Area by the Association by a written instrument delivered to each buyer of a Patio Home Lot at the time of the buyer's Patio Home Lot closing. As for Lots other than Patio Home Lots, the Association shall assign such parking spaces, if any, as the Association deems necessary and/or desirable, from time to time.

Section 14. Utility and Drainage Easements. Certain easements for installation and maintenance of utilities and drainage facilities are shown on the plat or plats, or are of record, and the same are reserved for such use. Within these easements areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and/or drainage facilities, or which may change the direction of flow of drainage in the easement areas, or which may obstruct or retard the flow of water through drainage channels in the easement areas.

Section 15. Signs. Except for "For Sale" signs used by Owners of Lots which have been approved in size, color and content by the Association, and except for "For Sale" signs and banners used by the Declarant or a builder to advertise the Property during the construction and sale period, no sign of any character shall be displayed or placed upon any Lot or Dwelling Unit. All signs permitted herein shall comply with the code of ordinances for the City of Winter Springs, Florida.

Section 16. Nuisances. No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any residents on the Property or any residents on property abutting the Property.

Section 17. Wells. No water wells shall be dug on any Lot or on the Property except by the Association for purposes of irrigation of Landscaping. All necessary and proper permits for digging, installing and operating such wells must be obtained.

Section 18. Open Burning. Open burning of wooden materials, vegetation, solid waste or any other materials is prohibited on any portion of the Property.

Section 19. Swimming Pools. No swimming pools may be constructed on any Lot.

Section 20. Right to Inspect. Other than with regards to the construction of improvements on the Property by the Declarant, the Association's board of directors and/ or any agent of said board of directors may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither said board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 21. Antennae and Aerials. Other than as set forth in this Section 21 below, no exterior antennae or aerials shall be placed upon any Lot or any improvements located thereon. No ham radios or radio transmission equipment shall be operated or permitted to be operated on the Property. Satellite signal reception equipment having a diameter of twenty four inches (24") or less shall be permitted to be placed within a Dwelling Unit, within a patio area or on a Lot Owner's backyard. No satellite signal reception equipment having a diameter in excess of twenty four inches (24") shall be permitted within any Dwelling Unit or located on any Lot.

Section 22. Mailboxes. Other than for such mailboxes and paperboxes which may be installed on the Property by the Declarant, no mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Architectural Review Committee. This requirement shall be in addition to any further applicable requirements imposed by the U.S. Postal Service as to location, size, design and type of materials for receptacles to be used in the delivery of mail.

Section 23. Dwelling Size. All Dwelling Units, exclusive of garages, open or enclosed porches and/or patios shall not be less than nine hundred thirty (930) square feet. A one (1) car garage may be constructed on Lots other than Patio Home Lots. No garage shall be permitted on any Patio Home Lot. In addition, no carports shall be permitted on any Lot whatsoever. In the event of any violation of this Section, the Declarant or the Association may, at its option, sue to enjoin any such violation and pursue any other remedy available in law or in equity.

Section 24. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the Property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

3021 1370
SEMIDUB
OFFICE
OFFICIAL RECORDS
BOOK PAGE

**ARTICLE VIII
FUNCTIONS OF THE ASSOCIATION**

Section 1. Services. The Association shall provide the following services:

- A. Maintenance of all Common Area, and all city, county, district or municipal properties if and to the extent permitted by any governmental authority which are located within or in a reasonable proximity to the Property to the extent that their deterioration would adversely affect the appearance of the Property.
- B. Maintenance of any easement benefitting all or any portion of the Property.
- C. Maintaining, repairing and replacing any and all utilities lines and facilities (including, but not limited to, water, sewer, electricity, telephone, cable television, surface water drainage and surface water retention lines and facilities) serving one or more Lots to the extent that such maintenance is not performed by, or the obligation of, the utility company providing the service. The Association shall, at the Association's expense, repair any damage done to the Common Area or to any Lot or any improvement located thereon caused by the Association's maintenance, repair and/or replacement of the above-described utilities lines and/or facilities; provided, however, that the Association shall not be responsible for repairing any damage caused to improvements located on a Lot which were not approved by the Association, if such improvements require the prior approval of the Association in accordance with the terms of this Declaration. The Association shall obtain any and all permits required prior to the Association taking any action which the Association is required to take pursuant to this paragraph.
- D. Maintenance of Landscaping, fences and storage sheds to the degree and extent required or permitted by this Declaration and as determined by the Association, and hiring insect and pest control services for said Landscaping.
- E. Taking any and all actions necessary to enforce all covenants, conditions and restrictions benefitting and/or burdening the Property and to perform any of the functions or services delegated to the Association in this Declaration, in any covenants, conditions or restrictions applicable to the Property or in the Articles, Bylaws or rules and regulations of the Association.
- F. Conducting the business of the Association, including, but not limited to, hiring legal, accounting, management and financial expertise to assist the Association in performing its obligations, and informing Members of activities, notice of meetings and other important events.
- G. Purchasing general liability and hazard insurance covering improvements and activities on the Common Area on a current replacement cost basis in an amount not less than eighty percent (80%) of the estimated insurable value, directors and officers liability and

OFFICIAL RECORDS
BOOK PAGE
9021 1371
SEMINOLE

such other insurance as the board of directors of the Association deems necessary. Hazard insurance proceeds for losses to any Common Area may not be used other than for repair, replacement or reconstruction of such portion of the Common Area damaged.

- H. Establishing and operating the architectural control committee described in Article VI above in the event that the Association is designated for such purpose.
- I. Publishing and enforcing such rules and regulations as the board of directors of the Association deems necessary.
- J. Lighting of roads, sidewalks and paths throughout the Property.
- K. Garbage and trash collection and disposal.
- L. The Association and/or the Master Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association and/or the Master Association, as the case may be, shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District and as approved by the City of Winter Springs, Florida.
- M. Notwithstanding anything in this Declaration to the contrary, the responsibility of the Association for maintenance, repair and replacement of the Common Area and the improvements made thereto as described herein and the payment of taxes applicable to the Common Area shall commence at the time this Declaration is recorded in the Public Records of Seminole County, Florida, regardless of whether the Association shall have been vested with record legal title to the Common Area.
- N. Any and all other responsibilities which the board of directors of the Association determines are desirable and/or necessary to carry out the intent of this Declaration, the Articles, the Bylaws and any rules and regulations passed by the Association.

Section 2. Mortgage and Pledge. The Association's board of directors shall have the power and authority to mortgage the Common Area and/or other property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions, subject to the provisions of Article IX, Section 10 below.

OFFICIAL RECORDS
BOOK PAGE
3021 1372
SEMINOLE CO. FLA.

Section 3. Conveyance to Association. The Association shall be obligated to accept any and all conveyances to it by Declarant of fee simple title to the Common Area and of easements benefitting more than one Lot.

Section 4. Conveyance by Association. The Association shall be empowered to delegate or convey any of its functions or properties to any governmental unit for public utilities or for other public purposes consistent with the intended use of such property, subject to the provisions of Article IX, Section 9 below.

Section 5. Easements by the Association. At the request of the Declarant, once the Association holds fee simple title to the Common Area, the Association shall grant to the Declarant and to utility companies such easements as are reasonably necessary and/or desirable to improve all or any portion of the Property or as are reasonably necessary and/or desirable to improve and develop property owned by the Declarant or otherwise which abuts the Property, all as determined in the Declarant's sole and absolute discretion. For the purpose of this Declaration, the term "utility company" shall include, but shall not be limited to, such companies which provide telephone, cable television, water, sewer, surface water drainage, surface water retention and/or electricity services.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all terms, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or of any Owner to enforce any terms, restrictions, conditions, covenants, reservations, liens or charges herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to collect from the non-prevailing party all costs and reasonable attorneys' fees and paralegals' fees at all pre-trial, trial and appellate levels.

- A. The St. Johns River Water Management District and the City of Winter Springs shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 2. Insurance. Each Dwelling Unit Owner shall obtain and maintain in full force and effect at all times a policy of fire and extended coverage insurance (homeowner's insurance) against casualties to the Owner's Dwelling Unit and other improvements (such as the storage shed) in the amount of the full replacement value of the Dwelling Unit and such other improvements. A copy of the policy of insurance or a certificate of such insurance shall be delivered to the Association within fifteen (15) days following the time that the Owner takes title to a Lot. Thereafter, within fifteen (15) days prior to the expiration of the term of such policy,

a copy of the renewal policy or a certificate thereof shall be delivered to the Association by the Owner. Upon failure of the Owner to obtain such insurance and to furnish a copy or proof thereof to the Association, after fifteen (15) days' written notice to the Owner, the Association shall be empowered, but shall not have the obligation, to obtain such policy of insurance on behalf of the Owner and the cost thereof shall immediately be assessed to the Owner and shall be due and payable at once, together with interest thereon at the maximum lawful rate and shall constitute a lien against the Lot in the same manner as any other Assessment until fully paid. For the purposes hereof, the Association is hereby declared to have an insurable interest in said Lot and the improvements constructed therein.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property for a period of twenty (20) years from the date this Declaration is recorded in the Public Records of Seminole County, Florida, after which time the covenants and restrictions of this Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated by an instrument signed by one hundred percent (100%) of the Owners and all of their mortgagees, which termination must be recorded in the Public Records of Seminole County, Florida. This Declaration may be amended (i) by an instrument signed by not less than sixty six percent (66%) of each class of Members or (ii) by the approval of not less than sixty six percent (66%) of each class of Members (in person or by proxy) at a duly called meeting of the Members for such purpose, in which event such amendment shall be executed by the Association and shall be accompanied by a Certificate executed by the Secretary of the Association certifying that the amendment to the Declaration was approved by not less than sixty six percent (66%) of each class of Members (in person or by proxy) at a duly called meeting of the Members for such purpose. Notwithstanding the foregoing, (i) so long as the Declarant owns any Lot, in no event may this Declaration be amended in any way which will or may adversely affect any or all of the rights of the Declarant as set forth in this Declaration, the Bylaws or the Articles without the prior written consent of the Declarant, which consent may be granted or withheld in the Declarant's sole and absolute discretion, and which consent, if granted, must be recorded in the Public Records of Seminole County, Florida in order to be effective, and (ii) this Declaration may be unilaterally amended prior to January 1, 2003, by the Declarant so long as the Declarant owns at least ten percent (10%) of the Lots at the time of the recording of such an amendment. All amendments to this Declaration must be recorded in the Public Records of Seminole County, Florida.

- A. Any amendment to this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Area, must have the prior approval of the St. Johns River Water Management District and the City of Winter Springs.

- B. Notwithstanding anything in this Declaration to the contrary, no amendment may be made to this Declaration without the prior written consent of the City of Winter Springs, Florida, which consent shall not be unreasonably withheld.

Section 5. Third Party Beneficiary. The City of Winter Springs, Florida, is a third-party beneficiary with the right to legally enforce this Declaration or any part or provision hereof.

Section 6. Violation of City Code. Nothing contained in this Declaration permits or authorizes any violations or deviations from the City Code, City of Winter Springs, Florida.

Section 7. Access to Property. All representatives and vehicles of the City of Winter Springs, Florida, the State of Florida, the County of Seminole, and the United States government shall have access to the Common Areas. In addition, any and all companies franchised by the City of Winter Springs, Florida, to provide waste disposal, garbage pick-up, cable television service or any other service that pays a franchise fee to the City of Winter Springs, Florida, shall be authorized to provide service to the Common Areas, Lots and Dwelling Units on the Property.

Section 8. Annexation. Additional property (which additional property may, but shall not be required to, consist of residential lots, common area and/or recreational facilities) may be annexed to and become a part of the Property by the Declarant, without the consent of the Lot Owners other than the Declarant, so long as the Declarant complies with the requirements of Article IX, Section 9 below, and obtains the consent of the City of Winter Springs, Florida, to such an annexation. Such an annexation shall be accomplished by the recording of a supplemental declaration recorded in the Public Records of Seminole County, Florida, which supplemental declaration shall subject such additional property to the terms, rights and obligations of this Declaration.

Section 9. FHA/VA Approval. So long as there is a Class B membership, the following actions shall require the prior approval of the Federal Housing Administration or Veterans Administration: annexation of additional properties, dedication of Common Area, the encumbering of the Common Area, and the amendment of this Declaration. Notwithstanding the foregoing, the approval of the Federal Housing Administration or the Veterans Administration shall not be necessary if the Declarant records a notarized certificate wherein the Declarant certifies that either (i) the Property is not an FHA/VA approved project and is therefore not required to obtain the approval of either the Federal Housing Administration or the Veterans Administration, (ii) the Federal Housing Administration and/or the Veteran's Administration, as the case may be, provided such approval but did not provide written confirmation of such approval or (iii) the Federal Housing Administration and/or the Veteran's Administration, as the case may be, waived the foregoing approval requirement.

Section 10. Mortgage or Conveyance of Common Area. Any mortgage or conveyance of the Common Area, or any portion thereof, shall require the consent of at least two-thirds (2/3) of each class of Members of the Association. If ingress or egress to any Lot is required through

OFFICIAL RECORDS
BOOK PAGE
3021
1375
SEMINOLE COUNTY
FLORIDA

the Common Area, or any portion of it, any conveyance or encumbrances of such Common Area shall be subject to an easement for ingress and egress in favor of the affected Lot Owner or Owners.

Section 11. Conflicts. Notwithstanding anything in this Declaration, the Bylaws or the Articles to the contrary, (i) in the event of any inconsistency or conflict between this Declaration and the Articles and/or Bylaws of the Association, the provisions of this Declaration shall supersede, govern and control and (ii) in the event of any inconsistency or conflict between the Articles and the Bylaws of the Association, the provisions of the Articles shall supersede, govern and control.

Section 12. Dissolution. In the event of the dissolution of the Association for whatever reason, any owner may petition the Circuit Court of Seminole County, Florida, for the appointment of a receiver to manage the affairs of the dissolved Association and the Common Area, in place and instead of the Association, and to make such provisions as may be necessary for the continued management of the Association and the Common Area.

Section 13. Master Association. Prior to the time each Lot is conveyed to an owner other than the Declarant, the Declarant, through the use of a supplemental declaration, shall subject the Lot to be conveyed to the terms and conditions of that certain Declaration of Covenants and Restrictions for Mt. Greenwood by Amerifirst Development Corporation, a Florida corporation, dated June 6, 1986, recorded on June 6, 1986, in Official Records Book 1740, Page 1545, and re-recorded on May 21, 1987, in Official Records Book 1850, Page 0981, as amended by that certain Amendment to Declaration of Covenants and Restrictions for Mt. Greenwood Community Association, Inc. dated September 4, 1986, and recorded on October 9, 1986, in Official Records Book 1778, Page 1161, as amended by that certain Amendment to Declaration of Covenants and Restrictions for Mt. Greenwood dated November 21, 1986, and recorded on December 8, 1986, in Official Records Book 1796, Page 1088, as further amended by that certain Amendment to Declaration of Covenants and Restrictions for Mt. Greenwood recorded on April 28, 1987 in Official Records Book 1842, Page 400, as supplemented by that certain Supplemental Declaration to Declaration of Covenants and Restrictions for Mt. Greenwood dated March 30, 1988, and recorded on September 14, 1988, in Official Records Book 1996, Page 1278, all in the Public Records of Seminole County, and as otherwise amended and supplemented from time to time (hereinafter collectively referred to as the "Master Declaration"). The Master Declaration provides for certain assessments and charges against all property subject to the terms of the Master Declaration, which each Owner, by taking title to any Lot, hereby assumes and agrees to pay. The Master Declaration also provides for certain lien rights in favor of the Mt. Greenwood Community Association, Inc. (hereinafter referred to as the "Master Association"). Each owner of a Lot shall be entitled to membership in the Master Association and shall be entitled to all rights of members of the Master Association, and subject to all terms and conditions of the Master Association's articles of incorporation, bylaws and rules and regulations, as amended from time to time.

OFFICIAL RECORDS
BOOK PAGE
3021
SEMINOLE CO. FL
1376

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed as required by law as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name: [Signature]
[Signature]
Print Name: Thomas F. Diorio

SALA, INC., a Florida corporation

By: [Signature]
Houshang Sabeti, President
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9th day of January, 1996,
by Houshang Sabeti, as the President of Sala, Inc., a Florida corporation, on behalf of said
corporation, who X is personally known to me or who _____ produced _____
_____ as identification.

[Signature]
Notary Public
My Commission Expires:

OFFICIAL RECORDS
BOOK PAGE
3021 1377
SEMINOLE CO. FL.



THOMAS F DIORIO
My Commission CC498958
Expires Sep. 28, 1999

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.
RECORDED & VERIFIED

97 FEB 21 AM 8:06

017739

9/1/99
Prepared by and return to:
Thomas P. Diorio
Thomas P. Diorio, P.A.
P.O. Box 1686
Winter Park, FL 32790-1686

OFFICIAL RECORDS
BOOK
3199 0756
SEMINOLE CO. FL

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE SEASONS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE SEASONS (hereinafter referred to as the "First Amendment") is made and entered into as of the 20th day of February, 1997, by SALA, INC., a Florida corporation, having an address of P.O. Box 533116, Orlando, Florida 32853 (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the "Declarant" as defined in Article I, Section 5, of that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Seasons (the "Declaration") dated January 9, 1996, and recorded on January 23, 1996, in Official Records Book 3021, Page 1355, Public Records of Seminole County, Florida; and

WHEREAS, in accordance with the provisions of Article IX, Section 4, of the Declaration, the Declaration may be unilaterally amended by the Declarant prior to January 1, 2003, so long as the Declarant owns at least ten percent (10%) of the Lots (as defined in the Declaration) at the time of the recording of such an amendment; and

WHEREAS, there are one hundred forty one (141) Lots subject to the terms of the Declaration; and

WHEREAS, at the time of the recording of this Amendment, the Declarant owns in excess of eighty percent (80%) of the Lots subject to the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration as set forth herein.

NOW, THEREFORE, pursuant to the authority set forth in Article IX, Section 4 of the Declaration, the Declaration is hereby amended as follows:

1. The recitals set forth above are true and correct and are hereby incorporated herein.
2. The following shall be inserted as Article VII, Section 25 of the Declaration:

Section 24. Screen Enclosures. Subject to the requirements of Article VI of the Declaration, a screen enclosure may be attached to any Dwelling Unit located on any Lot other than the Patio Home Lots. Provided that the screen enclosure complies with the requirements imposed by the City of Winter Springs, Florida, such screen enclosure shall not be considered as a part of the Dwelling Unit when calculating rear setback requirements (i.e.,

such screen enclosures may be located beyond the rear setback lines but in no event beyond the rear property line of such Lot). In no event shall such screen enclosure be constructed within any side setback areas. In no event shall any such screen enclosure be permitted to be permanently enclosed or converted to an air conditioned/heated living area.

3. In the event of a conflict between the terms of this First Amendment and the terms of the Declaration, the terms of this First Amendment shall control. Other than as amended hereby, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has set its hand and seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

DECLARANT

SALA, INC.,
a Florida corporation

By: Houshang Sabell
Houshang Sabell, President

(CORPORATE SEAL)

Debra J. Sellers
Print Name: Debra J. Sellers

Jody Sellers
Print Name: JODY SELLERS

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20th day of FEBRUARY, 1997, by Houshang Sabell, as the President of Sala, Inc., a Florida corporation, on behalf of said corporation. He is personally known to me or he has produced as identification.



Jody Sellers
Notary Public

SEASINDEC.1997

OFFICIAL RECORDS
BOOK
3199 0757
SEMINOLE CO. FL

367080

RECORDED & VERIFIED
9 MAY 18 AM 9:51

Return To:

Prepared by
Robert Lerner, Esq.
Box 150176
Altamonte Springs, Fl.

OFFICIAL RECORDS
BOOK PAGE
3612 024
SEMINOLE CO. FL

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR THE SEASONS**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE SEASONS (hereinafter referred to as the "Second Amendment") is made and entered into as of the 12th day of March, 1999, by SALA, INC., a Florida corporation, having an address of P.O. Box 533116, Orlando, FL 32853 (hereinafter referred to as the "Declarant").

WITNESSETH

WHEREAS, the Declarant is the "Declarant" as defined in Article I, Section 5, of that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Seasons (the "Declaration") dated January 9, 1996, and recorded on January 23, 1996, in Official Records Book 3021, Page 1355, Public Records of Seminole County, Florida; and

WHEREAS, in accordance with the provisions of Article IX, Section 4, of the Declaration, the Declaration may be unilaterally amended by the Declarant prior to January 1, 2003, so long as the Declarant owns at least ten percent (10%) of the Lots (as defined in the Declaration) at the time of the recording of such an amendment; and

WHEREAS, there are one hundred forty one (141) Lots subject to the terms of the Declaration; and

WHEREAS, at the time of the recording of this Amendment, the Declarant owns in excess of fifteen percent (15%) of the Lots subject to the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration as set forth herein.

NOW, THEREFORE, pursuant to the authority set forth in Article IX, Section 4 of the Declaration, the Declaration is hereby amended as follows:

1. The recitals set forth above are true and correct and are hereby incorporated herein.

2. The following shall be inserted as Article IV, Section 9 of the Declaration:

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association.
If Assessments not paid within fifteen (15) days after the due date shall

hereafter be paid together with a late fee equal to minimum five percent (5%) of the overdue Assessments or ten dollars (\$10.00), whichever is greater, together with interest from the due date at the highest rate allowed by law. The Association may bring an action of law against the Owner personally obligated to pay the same, and/or file a lien against the Lot for which the Assessment is past due and foreclose the lien against the Lot encumbered by the lien. No Owner may waive or otherwise escape liability for the Assessments provided for herein by the non-use of the Common Area or by abandonment of his/her Lot. In any action to collect any Assessment made hereunder, the prevailing party shall be entitled to collect from the non-prevailing party all costs and reasonable attorneys' fees and paralegals' fees at all pre-trial, trial and appellate levels. The Board of Directors is authorized to specify the amount of late fees above the minimum.

3. In the event of a conflict between the terms of this Second Amendment and the terms of the Declaration or the First Amendment, the terms of this Second Amendment shall control. Other than as amended hereby, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has set its hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

DECLARANT

SALA, INC.,
a Florida corporation

Houshang Sabeti
Houshang Sabeti, President

(CORPORATE SEAL)

OFFICIAL RECORDS
BOOK PAGE
3612 0246
SEMINOLE CO. FL

Migdalía Miranda
Name: Migdalía Miranda

Max Sabeti
Print Name: Max Sabeti

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12th day of March, 1999, by Houshang Sabeti, as President of Sala, Inc., a Florida corporation, on behalf of said corporation. He is personally known to me or he has produced _____ sd identification.



MIGDALIA ROJAS
My Commission CC484014
Expires May. 15, 1999
Bonded by ANB
800-882-5878

Migdalía Rojas
Notary Public, State of FL
Name:
Address:

My commission expires: May 15, 1999



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SEASONS OF MT. GREENWOOD HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on August 13, 1996, as shown by the records of this office.

The document number of this corporation is N96000004213.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirteenth day of August, 1996



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

96 AUG 13 PM 1:21

**ARTICLES OF INCORPORATION
OF
SEASONS OF MT. GREENWOOD HOMEOWNERS' ASSOCIATION, INC.**

WE, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit corporation under the laws of the State of Florida and certify as follows:

**ARTICLE I.
NAME**

The name of this corporation shall be:

Seasons of Mt. Greenwood Homeowners' Association, Inc.
(hereinafter sometimes referred to as the "Association" and sometimes referred to as the "Corporation")

**ARTICLE II.
PRINCIPAL OFFICE AND MAILING ADDRESS**

The principal office and the mailing address of the Corporation shall be located at 132 E. Colonial Drive, S-206, Orlando, Fl. 32801, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

**ARTICLE III.
PURPOSE**

The Corporation is organized as a corporation not for profit under the laws of Florida to provide an entity responsible for the operation and administration of "Seasons of Mt. Greenwood", a residential housing development, according to the Declaration of Covenants, Conditions and Restrictions thereof now or recorded in the Public Records of Seminole County, Florida (the "Declaration"), with respect to certain lands lying in Seminole County, Florida.

**ARTICLE IV.
MANAGEMENT**

The affairs of the Corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than the number specified by the Bylaws. The Directors, subsequent to the first Board of Directors shall be elected at the annual meeting of the membership, for a term of between one (1) and three (3) years as provided in the By-Laws, or until their successors shall be elected and shall qualify. Provisions for such election, and provisions respecting the removal, disqualification and resignation of Directors, and for filling vacancies on the Directorate, shall be established by the Bylaws consistent with the provisions of the Declaration.

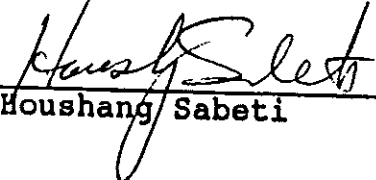
**ARTICLE V.
INITIAL REGISTERED OFFICE AND AGENT**

The Corporation's initial registered agent and its office are as follows:

Houshang Sabeti
132 E. Colonial Drive, S-206
Orlando, Fl. 32801

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Having been named to accept service of process for the above-stated Corporation, at the registered office designated above, I hereby accept the appointment in this capacity and agree to comply with the provisions of the Florida Not For Profit Corporation Act relative to keeping open such office.


Houshang Sabeti

**ARTICLE VI.
NAME AND ADDRESS OF INCORPORATOR**

The name and address of the incorporator is as follows:

Houshang Sabeti
132 E. Colonial Drive, S-206
Orlando, Fl. 32801

**ARTICLE VII
MEMBERS**

All persons who are Owners, as defined in the Declaration, shall automatically be members of this Corporation. Such membership shall automatically terminate when such person is no longer an Owner. Membership in this Corporation shall be limited to such Owners. Membership in the Corporation is appurtenant to, and inseparable from, ownership of a Lot, as defined in the Declaration.

The Association shall have two classes of voting membership:

CLASS A: Class A members shall be all Owners, with the exception of the Declarant, as defined in the Declaration, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned whether or not said Lots are subject to Association assessment as set forth herein. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- (b) On December 31, 2002; or
- (c) Upon voluntary conversion to Class A membership by the Declarant.

Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration and the Bylaws of this Corporation.

**ARTICLE VIII.
EXISTENCE**

This Corporation shall have perpetual existence.

**ARTICLE IX.
FIRST BOARD OF DIRECTORS**

The following persons shall constitute the first Board of Directors, and shall serve until the first election of the Board of Directors at the first regular meeting of the membership:

Houshang Sabeti
Matt Sabeti
Max Sabeti

**ARTICLE X.
BYLAWS**

The Bylaws of this Corporation shall be adopted by the first Board of Directors, which Bylaws may be altered, amended or rescinded at any duly called meeting of the members in the manner provided by the Bylaws.

**ARTICLE XI.
AMENDMENTS**

Proposals for the alteration, amendment or rescission of these Articles of Incorporation which do not conflict with the Declaration or applicable law may be made by a majority of the Board of Directors or a majority of the voting members. Such proposals shall set forth the proposed alteration, amendment or rescission, shall be in writing, filed by the Board of Directors or a majority of members, and delivered to the President, who shall thereupon call a Special Meeting of the Corporation not less than ten (10) days nor later than sixty (60) days from receipt to the proposed Amendment, the notice for which shall be given in the manner provided in the Bylaws. An affirmative vote of at least two-thirds (2/3) of the votes of the members of the Corporation shall be required for the requested alteration, amendment or rescission.

**ARTICLE XII.
INDEMNIFICATION**

Every Director and Officer of the Association shall be indemnified by the Association to the full extent allowed by law, including, without limitation, indemnification against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him/her in connection with any proceeding or any settlement thereof, to which he/she may be a party, or in which he/she may become involved by reason of his/her being or having been a Director or officer of the Association, whether or not he/she is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**ARTICLE XIII.
DISSOLUTION**

If the Association is dissolved, the assets of the Association shall be dedicated to a public body, or conveyed to a non profit organization with similar purposes.

**ARTICLE XIV.
APPROVAL BY HUD/VA**

Annexation of additional properties, mergers and consolidations, mortgaging of Common Areas (as defined in the Declaration), dissolution and amendment of these Articles of Incorporation, all require prior approval of HUD/VA as long as there is a Class B membership. Notwithstanding the foregoing, the approval of the Federal Housing Administration of the Veterans Administration shall not be necessary if the Class B member records a certificate wherein the Class B member certifies that the property subject to the Declaration is not an FHA/VA approved project and is, therefore, not required to obtain the approval of either the Federal Housing Administration or the Veterans Administration for any of the foregoing matters.

96 AUG 13 PM 1:21

ARTICLE XV.
EXISTENCE AND DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

IN WITNESS WHEREOF, I have unto set my hand and seal this 12 day of August, 1996.

Signed, sealed and delivered in the presence of:

[Signature]
MAX SABETI

[Signature] (SEAL)
Houshang Sabeti

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12th day of August, 1996 by Hank Sabeti. He is personally known to me or has produced himself as identification and did take an oath.



MIGDALIA ROJAS
My Commission CC484014
Expires May. 18, 1999
Bonded by ANB
800-852-8878

[Signature]
Notary Public
PrintName: Migdalia Rojas
MyCommission: CC 484014

ARTICLES OF AMENDMENT

to

ARTICLES OF INCORPORATION

of

SEASONS OF MT. GREENWOOD HOMEOWNERS ASSOCIATION, INC.
(present name)

N 96000004213

(Document Number of Corporation (If known))

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment(s) adopted: (INDICATE ARTICLE NUMBER (S) BEING AMENDED, ADDED OR DELETED.)

DELETE IN THE "OFFICER/DIRECTOR DETAIL"
THE FOLLOWING:

- ① HENSEY, JOE, 109 SUNDANCE CT, DP
- ② SMITH, SHEILA, 232 PANORAMA, DST
- ③ RIVERA, JOSE, 500 SEASONS CT, D

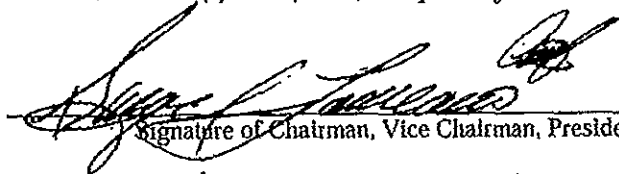
ADD + CHANGE

- ① LAUREANO, ANGEL, PD, 502 SEASONS CT., WINTER SPRINGS
- ② WORTHEN, DENISE, VD, 205 PANORAMA DR. WINTER SPRINGS
- ③ MICHAEL KNISPEN^{STD}, 105 SUNDANCE CT, WINTER SPRINGS, FL 32708

SECOND: The date of adoption of the amendment(s) was: 5/25/04

THIRD: Adoption of Amendment (CHECK ONE)

- ☐ The amendment(s) was(were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- ☒ There are no members or members entitled to vote on the amendment. The amendment(s) was(were) adopted by the board of directors.


Signature of Chairman, Vice Chairman, President or other officer

ANGEL LAUREANO

Typed or printed name

PRESIDENT

Title

5/25/04

Date

Articles of Amendment
to
Articles of Incorporation
of

SEASONS OF MT. GREENWOOD HOMEOWNERS ASSOCIATION, INC.

(Name of corporation as currently filed with the Florida Dept. of State)

N 96000004213

(Document number of corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

(must contain the word "corporation," "incorporated," or the abbreviation "corp." or "inc." or words of like import in language; "Company" or "Co." may not be used in the name of a not for profit corporation)

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: (BE SPECIFIC)

DELETE : LAUREANO, ANGEL PD
502 SEASONS CT
WINTER SPRINGS

ADDITION : DEBORAH KNISPBL STD
105 SUNDANCE COURT
WINTER SPRINGS, FL 32708

CHANGE : WORTHEN, DENISE → PD
MICHAEL KNISPBL → ND

ADOPTED ON SEPT 14, 2004

(Attach additional pages if necessary)

(continued)

The date of adoption of the amendment(s) was: 9/14/04

Effective date if applicable: 9/14/04
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

☐ The amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.

☒ There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

Signed this _____ day of Sept 14, 2004.

Signature Denise Worthen
(By the chairman or vice chairman of the board, president or other officer- if directors have not been selected, by an incorporator- if the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary.)

DENISE WORTHEN

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)

FILING FEE: \$35

**BYLAWS
OF
THE SEASONS OF MT.GREENWOOD HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is **THE SEASONS OF MT. GREENWOOD HOMEOWNERS' ASSOCIATION, INC.**, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 132 E. Colonial Drive, Orlando, Fl. 32801, but meetings of members and directors may be held at such places within the State of Florida, County Of Seminole or Orange, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time.

Section 2. "Association" shall mean and refer to **THE SEASONS OF MT.GREENWOOD HOMEOWNERS' ASSOCIATION, INC.**, its successors and assigns.

Section 3. "Bylaws" shall mean these Bylaws of the Association, as amended from time to time.

Section 4. "Properties" shall mean and refer to that certain real property described in the Declaration as the "Property".

Section 5. "Common Area" shall mean all real property owned by the Association for common use and enjoyment of the Owners, as more specifically described in the Declaration.

Section 6. "Lot" shall mean and refer to any one of Lots 1-141 inclusive, The Seasons, according to the Plat thereof recorded in Plat Book 50, Page 24-27, Public Records of Seminole County Florida, and any other platted lot which is a part of any additional property which is made subject to the Declaration.

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

Section 8. "Declarant" shall mean and refer to Atlantic Construction Co., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of improving such

Lots for single family residential purposes, and if Declarant assigns its rights as Declarant as to the Lots so conveyed to such successors and assigns in writing.

Section 9. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for The Seasons, and any amendments thereto, applicable to the Properties recorded in the Office of Clerk of the Circuit Court, Seminole County, Florida.

Section 10. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration, the Articles of Incorporation and in these Bylaws.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year 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 seven o'clock, P.M. 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 meeting of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 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 entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, of 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 presented or be represented.

Section 5. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the members of his Lot.

Section 6. Special Meetings to Increase the Annual Assessment or to Levy a Special Assessment. Before the Board of Directors increases the annual assessment more than fifteen percent (15%) above the maximum assessment for the previous year pursuant to the Declaration of Covenants and Restrictions or levies a special assessment pursuant to the Declaration of Covenants and Restrictions, the Board of Directors must obtain the approval of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose, as required by the Declaration of Covenants and Restrictions. In addition, the Board of Directors must satisfy the notice and quorum requirements set forth in the Declaration of Covenants and Restrictions.

Section 7. Roster of Members. The Association shall maintain a roster of the names and mailing addresses of Owners, which shall constitute a roster of members. The roster shall be maintained from evidence of ownership furnished to the Association from time to time to substantiate the holding of a membership and from changes of mailing addresses furnished from time to time. Each Owner shall furnish to the Association a copy of the record evidence of his title substantiating the Owner's membership.

Section 8. Order of Business. The order of Business at all meetings of the Association shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers and Board of Directors
- (e) Report of Management Agent, if any, and if present
- (f) Report of committees
- (g) Election or appointment of inspectors of election (when so required)
- (h) Election of members of the Board of Directors (when so required)
- (i) Unfinished business
- (j) New business
- (k) Adjournment

Section 9. Voting. The Association shall have two classes of voting membership. Class "A" members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. Class "B" membership shall consist of the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the occurrence of either of the following, whichever occurs first:

- (a) when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership; or
- (b) December 31, 2002; or
- (c) Upon voluntary conversion to Class A membership by the Declarant.

No Owner shall be eligible to vote, either in person or by proxy, or be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

If a Lot is owned by one person his right to vote shall be established by the roster of members. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot according to the roster of Owners and filed with the Secretary of the Association, provided, however, that if a Lot is owned by husband and wife, such certificate shall not be required. If title to a Lot is held by a life tenant with others owning the remainder interest, the life tenant shall be the person entitled to vote. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote for a Lot may be revoked by any owner of a share in the Lot. If a certificate designating the person entitled to cast the vote for a Lot is not on file, the vote of the Owners shall not be considered in determining whether a quorum is present nor for any other reason.

Votes may be cast in person or by proxy. A proxy may be made by any Owner entitled to vote and shall be valid only for the matters designated in the proxy. The proxy may be valid for more than one meeting, if so specified in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

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

Section 2. Term of Office. At the first annual meeting of the Association during which the Owners may elect members to the Board of Directors, the term of office of one (1) member of the Board of Directors shall be fixed at ~~three (3) years~~, the term of office of one (1) member of the Board of Directors shall be fixed at ~~two (2) years~~ and the term of office of one (1) member of the Board of Directors shall be fixed at one (1) year. The Board of Directors shall be elected

simultaneously with one ballot or election. The person receiving the highest number of votes shall be elected for the three year term. The persons receiving the next highest (second) number of votes shall be elected for the two year term. The person receiving the next highest (third) number of votes shall be elected for the one year term. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 3. Removal of Members of Board of Directors. At any regular or special meeting of the Association duly called, (but only at or after the first annual meeting) any one or more of the Board of Directors may be removed with or without cause by a majority of each class of Members voting in person or by proxy and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given at least (10) days notice of the calling of the meeting and the purpose thereof and he shall be given an opportunity to be heard at the meeting. In the event of death, resignation, or removal of a director, his successor shall be elected at the next annual meeting of the Association. Until such time, the remaining Directors shall appoint a Director to fill the vacancy until the next annual meeting. However, until a majority of the Directors are elected by the Owners other than the Declarant, neither the first directors of the Association nor any directors replacing them nor any directors named by the Declarant shall be subject to removal or replacement by Owners other than the Declarant. The initial directors and the directors replaced by the Declarant may be removed by the Declarant.

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

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall 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 from among members or non-members.

Section 2. Method of Election. Election to the Board of Directors shall be by secret written ballot. 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.

Section 3. Election of Board of Directors. The Declarant shall be vested with the power to designate the initial Board of Directors, who need not be members entitled to vote in the Association. The initial Board of Directors shall serve until the first annual meeting of Owners. At the first annual meeting of Owners, a new Board of Directors shall be elected. Class "A" members, as defined in Article III, Section 9 herein shall be entitled to one vote per Lot owned. Class "B" members, as defined in Article III, Section 9 herein, shall have the right to cast three (3) votes per Lot owned. Class "B" voting rights shall lapse and be converted into Class "A" membership on the occurrence of either of the following, whichever occurs first:

- (a) when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership; or
- (b) December 31, 2002; or
- (c) Upon voluntary conversion to Class A membership by the Declarant.

The Declarant is entitled to elect at least one member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots that may ultimately be subject to the Association.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Organizational Meeting. The date of the first meeting of the Board of Directors after the annual meeting of the Association shall be determined by the Board immediately following the Association meeting and no further notice shall be necessary to the newly elected members of the Board of Directors. Such meeting shall occur within thirty (30) days.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 3. 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 4. 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 5. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 6. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment at least 30 days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least 30 days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within 30 days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate. The premiums of such bonds shall constitute a Common Expense;
- (g) cause the-Common Area to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. 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 each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve. *be elected each yr.*

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 giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

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

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

Vice President

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

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the

Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall 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 review 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.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Association solely for exercising his duties and obligations as an officer, unless approved by the majority of the Owners.

ARTICLE IX COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X 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 member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be

delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law. Furthermore, each member failing to pay any assessment within 30 days after the due date shall be subject to a late fee equal to five percent (5%) of the overdue assessment. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. All late fees may be secured by a continuing lien upon the property against which the assessment is made.

ARTICLE XII LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Common Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm, or association (including the Declarant) in which one or more of the Directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

- (a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or
- (b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or
- (c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved, or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such Association or not so interested.

ARTICLE XIII
OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Assessments Against Owners.

- (a) **Fiscal Year.** The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year and terminating on December 31 of the same year, unless otherwise designated by the Board of Directors.
- (b) **Preparation and Approval of Budget.** At least thirty (30) days before the end of each fiscal year the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary to pay the cost of utility services, maintenance, management, operation, repair, and replacement of Common Areas, cutting all grass within the Common Areas and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by these By-Laws or a Resolution of the Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance, and repair of the Common Areas and the rendering to the Owners of all related services. The Budget may also include:
 - (1) The cost of the maintenance or repair of any Lot and/or Dwelling Unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Areas or to preserve the appearance or value of the Common Areas or is otherwise in the interest of the general welfare of all Owners; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the Owner of the Lot and/or Dwelling Unit proposed to be maintained and provided further that the cost thereof shall be assessed against the Lot on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of said Lot at which time the assessment shall become due and payable and a continuing lien and obligation of said Owner in all respects as provided in Article IV, Section 1 of the Declaration.
 - (2) Any amount necessary to discharge any lien or encumbrance levied against the Common Areas or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against the Common Areas rather than the interest therein of the Owner of any Lot.
 - (3) Such budget may also include such reasonable amounts as the Board of Directors considers necessary to provide working funds for the

Association, a general operating reserve, or reserves for contingencies and replacements.

- (c) The Board of Directors shall send to each Owner a copy of the budget, in a reasonable itemized form which sets forth the amount of the Common Expenses payable by each Owner, at least thirty (30) days prior to the beginning of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Owner's contribution for the Common Expenses of the Association. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.
- (d) Assessment and Payment of Common Expenses. The total amount of the estimated funds required for the operation of the Property set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against each Owner as set forth in the Declaration, and shall be a lien against each Owner's Lot. On or before the first day of each fiscal year, such Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), the assessment for such fiscal year made pursuant to the foregoing provisions, unless determined by the Board of Directors that said assessments will be payable on a semi-annually, quarterly, or monthly basis. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount collected pursuant to the actual expenditures plus reserves.

In the event a monthly assessment shall be insufficient in the judgment of the Board of Directors to provide funds for the anticipated current expenses for the ensuing month and for all of the unpaid operating expenses previously incurred, the Board of Directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amounts to meet these expenses for the year; provided, that any account of the amended budget that exceeds the limit upon increases for that year, as set forth in the Declaration of Covenants and Restrictions, shall be subject to the approval of the membership of the Association.

In the event any legal action is required to collect assessments hereunder, then and at the discretion of the Board of Directors, the entire balance of the assessments due on account of said Lot for the remainder of the fiscal year shall be due in full.

- (e) The payment and collection of the assessments made pursuant to the foregoing provisions shall be in accordance with the terms providing for the payment and collection of assessments in these By-Laws, including without limitation the right reserved to the Board to accelerate payment of assessments and the right to recover attorneys' fees and costs.

- (f) Reserves. The Board of Directors may build up and maintain reasonable reserves for working capital, operations, contingencies, and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against reserves. If the reserves are inadequate for any reason, including non-payment of any Owner's assessment, the Board of Directors may at any time levy a Special Assessment, which shall be assessed against the Owners equally, except as provided in the Declaration of Covenants and Restrictions, and which may be payable in a lump sum or in installments as the Board of Directors may determine. Before any such Special Assessment shall become effective, the Board of Directors must obtain the approval of the members of the Association as required pursuant to the Declaration of Covenants and Restrictions. The payment and collection of the assessments made pursuant to the foregoing provisions shall be in accordance with the terms providing for payment and collection of assessments in these Bylaws, including without limitation, the right reserved to the Board to accelerate payment of assessments and the right to recovery of attorney's fees and costs.
- (g) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his allocable share of the Common Expense as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the assessment at the then existing rate established for the previous fiscal period until the new annual or adjusted budget shall have been mailed or delivered.
- (h) Accounts. All sums collected by the Board of Directors with respect to assessments against the Owners may be commingled into a single fund, but shall be identified and accounted for each Owner.

Section 2. Collection of Assessments. The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Owner which remain unpaid for more than thirty (30) days from the date due for payment thereof.

Section 3. Additions, Alterations, or Improvements by Board of Directors. Except for the initial Board of Directors, whenever in the judgment of the Board of Directors the Common Areas shall require additions, alterations, or improvements costing in excess of FIVE THOUSAND DOLLARS (\$5,000.00), the making of such additions, alterations, or improvements shall be approved by a majority of the Owners, and the Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all Owners for the cost thereof as a Common Expense. Any additions, alterations, or improvements costing FIVE THOUSAND DOLLARS (\$5,000.00) or less may be made by the Board of Directors without approval of the Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if in the opinion of not less than two-thirds (2/3) of the members

of the Board of Directors, such additions, alterations, or improvements are exclusively or substantially for the benefit of the Owner or Owners requesting the same, such requesting Owner or Owners shall be assessed therefor in such proportion as they jointly approve, or if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

ARTICLE XIV CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the word: THE SEASONS OF MT. GREENWOOD HOMEOWNERS ASSOCIATION, INC. incorporated 1996.

ARTICLE XV AMENDMENTS

Section 1. So long as there is a Class "B" membership, then these Bylaws may be amended by the Declarant. These Bylaws may also 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. However, if The Seasons project is an FHA or VA approved project, then the Federal Housing Administration and/or the Veterans Administration, as the case may be, shall have the right to veto amendments while there is a Class B membership.

Section 2. In 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 XVI MORTGAGES

Section 1. Notice of Unpaid Assessments for Common Expenses. The Board of Directors, whenever so requested in writing by a mortgagee of a Lot, shall promptly report any then unpaid assessments for Common Expenses due from, or any other default by, the Owner of the mortgaged Lot.

Section 2. Right to Examine Books and Records. First mortgagees or holders of notes secured by first deeds of trust encumbering any Lot in this Association shall have the right to examine the books and records of the Association.

ARTICLES XVII
MISCELLANEOUS

Section 1. Notices. All notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first-class prepaid:

- (a) If to an Owner, at the address which the Owner shall designate in writing and file with the Secretary, or if no such address is designated, at the address of the Lot of such Owner; or
- (b) If to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Managing Agent, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

ARTICLE XVIII
FISCAL YEAR

Section 1. 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, unless otherwise designated by the Board of Directors.

IN WITNESS WHEREOF, we, being all of the directors of the SEASONS HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 10 day of January, 1996.

