

TO THE PUBLIC

**DECLARATION OF COVENANTS, RESTRICTIONS,
LIMITATIONS, CONDITIONS, CHARGES AND USES
COVERING REAL PROPERTY DESCRIBED HEREIN.**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Intervest, Inc., a Florida corporation (referred to hereinafter as "Seller", which shall be construed to mean its successors, grantees, or assigns), is the owner of certain real property described as follows, to-wit:

All of Woodland Manor Mobile Home Subdivision
As recorded in Map Book 29, Page 127, Public
Records of Volusia County, Florida.

(hereinafter referred to as "The Property")

WHEREAS, the Seller desires to subject The Property to certain covenants, restrictions, limitations, conditions, charges, and uses for the benefit of all owners of mobile home sites in Woodland Mobile Home Association, Inc. In order to enhance the desirability of living in the mobile home subdivision, to prevent nuisances, to prevent the impairment of the attractiveness of the property and surrounding sites within the subdivision, to maintain the desired high standards of a properly operated and managed mobile home subdivision, and to insure and secure to each site owner the full benefit and enjoyment of his mobile home, recreational and/or other facilities in the subdivision, with no greater or lesser restriction upon the free and undisturbed use of his mobile home site and his right to use the recreational and other facilities that may be provided by the Seller, than is necessary to insure the same advantage to all other mobile home site owners within the Woodland Mobile Home Association, Inc.

NOW, THEREFORE, the following covenants restrictions, limitations, conditions, charges and uses of the above described real property are hereby declared, established and prescribed:

- I. No lot or lots, platted or to be platted, in the property shall be utilized for any purpose other than for the parking and placement of mobile or modular homes for single family residential use, nor shall any building or structure, or part thereof, be erected, altered or used on the lots platted, or to be platted, on the property for other than one single family dwelling in the form of a mobile or modular home,

together with attached appurtenant accessory structures, except for recreational buildings and areas, laundry buildings and general utility structures that are designed by and may be erected at the discretion of the Seller.

- II. All mobile home site owners, by acceptance of their restrictive deeds, together with their heirs, successors and assigns, shall take title subject to, and be bound by all the terms and conditions set forth in the several sections of this Declaration of Covenants.
- II-A. Further, all mobile home site owners, by acceptance of their restrictive deeds, together with their heirs, successors and assigns, shall agree to become members of and to maintain membership in Woodland Mobile Home Association, Inc., a non-profit Florida corporation referred to hereinafter as The Civic Association, and to be bound by the by-laws of said Civic Association.
- III. The failure by Seller, Civic Association, or any subsequent purchasers of a mobile home site to enforce any covenants, restrictions, limitations, conditions, charges and uses herein contained, shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to one occurring prior or subsequent thereto.
- IV. Each mobile home site owner shall keep sites neat and clean and surrounding grass and shrub areas properly mowed and trimmed. If a site owner, either due to absence or neglect or for any other reason, fails to keep his site clean, or fails to trim grass and shrubbery, or in any way allows his site to become unsightly and to deteriorate to the detriment of all other sites within the property, the Seller or Civic Association shall have the right to cut and trim the grass or shrubbery and remove any debris in order to maintain a clean and neat appearance throughout the entire property; and in such event, Seller or Civic Association shall have the right to charge said site owner a reasonable sum for the work done and shall further have the right to place a lien upon such site or mobile home for the cost of such work, it being specifically understood and agreed that Seller or Civic Association is under

no obligation whatsoever to maintain any of the individual mobile home sites, said maintenance being the sole responsibility of the respective site owners.

- V. It is the express desire of the Seller and the Civic Association to establish and maintain the high aesthetic qualities which are desirable in a first class mobile home subdivision. All mobile home sites within the property must first meet certain standards as to type, age, size and quality. These standards are hereby established by the Seller and said standards will be maintained by the Civic Association:

- A. **Size:** Each mobile home will contain a minimum of 720 square feet of living space contained within a mobile home measuring a minimum 12 ft. in width and a minimum of 60 ft. in length.

Type: Each mobile home will be of a type that is manufactured for the exclusive purpose of being utilized as a single family dwelling.

Age: The Board of Directors shall have the discretion to disallow a mobile home to be placed on a site if the Board feels such mobile home is too old to be so placed. ~~Each mobile home will be not more than three (3) years old when placed on the site to be utilized.~~

Quality: Each mobile home, when placed on the site, will be in good repair, freshly painted and except for subsequent water, sewage and electrical hook-ups, ready in every respect for immediate occupancy, irrespective of the provisions contained in A above.

- B. In every case, written approval of each mobile home to be placed on the property must be obtained from the Seller or the Civic Association by the Purchaser prior to said mobile home being placed on the purchaser's site, and Seller further maintains the exclusive right to add to, modify or waive any or all of the provisions contained in Paragraph V-A above.

- VI. Seller or the Civic Association maintains the sole and exclusive right to designate and render written approval of placement and location of each mobile home on its site. In no case, however, will any mobile home or its attachments or

appurtenances, including patios, be placed closer to property boundary lines than as follows:

- A. 10 ft. from any side property boundary line
- B. 15 ft. from any front or back property boundary line
- C. Except that driveways or fences, not over five (5) feet high, may be constructed to extend to the appropriate adjacent street as proved by state and local regulations.

- VII. ~~After a mobile home has been placed, positioned and hooked up to appropriate water, sewer and power lines, no further repair, replacements, reconnections, disconnections, additions, alterations, or modifications will be permitted without the written consent and approval of Seller or Civic Association. Such written approval will be granted by Seller or Civic Association only in order to enhance the aesthetic qualities of the property and written approval will be forthcoming only if the necessary plans and work, or construction is to be performed by the site owner or a contractor approved by the Seller or Civic Association.~~
- VIII. ~~Seller or Civic Association reserve the right to enter upon all lots or parcels within the property at any reasonable time for the purpose of cleaning or clearing the premises.~~
- IX. No outside clotheslines will be permitted on any mobile home site except those clotheslines of the T-bar or umbrella type. ~~No clothes lines for the drying of wash will be permitted on any mobile home site nor shall any washing or drying of laundry be permitted on any mobile home site except when such washing or drying is conducted within the confines of the mobile home itself or appropriate attached utility room.~~
- X. Each mobile home shall be required to possess and use, modern plumbing facilities, including toilet, bath or shower, and kitchen sink all of which must be connected to the central sewage facility which is maintained by the Seller or its designated utility company.

- XI. Seller or its designated utility company has caused to be constructed on the property for the exclusive use of site owners, an approved central sewage system and an approved water supply system. Each mobile home site owner is required to utilize these water and sewage systems, exclusive of any other water or sewage system, either public or private.
- XII. Maintenance and repair of boats, automobiles, trailers, furniture, accessories, equipment or any other article or activity that would detract from the high aesthetic quality of the property is expressly prohibited.
- XIII. Commercial and/or professional activities or business of any type may not be conducted on a site or within a mobile home without the express written consent of the Seller or Civic Association.
- XIV. Each mobile home will contain a mailbox displaying the number of said lot or other appropriate identifying number. The owner may display his/her name on the mailbox if so desired. The owner may display a name sign provided no name sign shall be larger than 8 inches by 12 inches. No other signs or advertising may be permitted.~~showing the owner's name. In addition, name signs may be displayed if desired. No other signs or advertising will be permitted. In no case will any sign be larger than 8 inches by 12 inches unless written approval for such sign is obtained from the Seller or Civic Association.~~
- XV. Seller or Civic Association shall have and maintain the right to enforce all restrictions, covenants, conditions, and charges contained herein to the end that each mobile home site owner uses and occupies his site in such a way as to not be detrimental to the general health, well being, safety, morals, and welfare of other site owners within the property, and in such a way as not to destroy the overall aesthetic qualities of the property. Said enforcement may specifically be applied by injunction.
- XVI. Television or radio antennae shall be securely attached to the mobile home or substantially mounted in a ground installation and in all cases must be clear of all utility lines and installed in such a way as to present no safety hazard to either the immediate occupants of the mobile home, adjacent occupants or passersby. If in

the opinion of the Seller or Civic Association, any antennae installation presents a safety hazard then such hazardous antennae installations may be removed by the Seller or Civic Association and the cost for such removal levied against the mobile home site owner.

- XVII. All exterior lighting must be shaded so as not to create a nuisance to other adjacent site owners or passersby.
- XVIII. The Seller or Civic Association shall post individual rules and regulations governing the use of the various facilities in the recreational and laundry area, and each site owner must agree to comply with these rules and regulations. In the event a site owner or his guests consistently refuse to comply with these various rules and regulations the Seller or Civic Association shall have the right to deny to such site owner (or occupant) the use of said facilities.
- XIX. The maintenance and repair of all recreational buildings shall be the responsibility of the Seller or the Civic Association, except that site owners shall be responsible for any damage to said facilities resulting from their individual negligence or deliberate act. At such times as the recreational facilities and buildings shall be deeded to the Civic Association by the Seller, then all responsibility pertaining to the maintenance and repair of said facilities by the Seller shall cease.
- XX. Pets of a normal household variety only will be permitted on the property. No site owner may keep pets in such a way as to create a nuisance nor shall any site owner construct or cause to be constructed any structure, including fenced in areas which are to be used for housing of pets. In no case will any site owner utilize his site or any portion of the property to engage in any commercial enterprise involving animals or birds or fish of any variety.
- XXI. Fences or walls constructed on the various sites must be decorative in nature and such as to add to the general aesthetic qualities of the property and that all walls and fences shall be constructed to a height as allowed by county regulations.~~in no case will any fence, wall, or hedge be constructed that exceeds five feet in height.~~

- XXII. Each mobile home site owner must construct or cause to be constructed an apron completely around his mobile home that will extend from the ground up to the bottom of the mobile home. This apron must be pleasing in appearance and decorative in nature and may be constructed of metal, brick or wood providing that the underside of the mobile home and the ground surface is completely shielded from view.
- XXIII. Nothing shall be placed on any part of any site (that is reserved for easements for public or private utilities) which shall interfere with the construction, use, repair, or maintenance of said utilities. In the event any structure or any vegetation interferes with the construction, maintenance, repair or use of any utility installation, such structure or vegetation may be removed at the option of the Seller or the Civic Association and costs of the removal may be levied against the site owner.
- XXIV. In addition to a mobile home, each site owner must construct or cause to be constructed and securely attached to the mobile home at least one carport, cabana, awning or screened enclosure, and, additionally, a utility room no smaller than 42 square feet to be used for storage purposes.
- XXV. No storage of any kind will be permitted around the mobile home except for in the designated utility storage building provided for prescribed in XXIV above. However, each site owner may temporarily store his boat, trailer, and equipment to the rear extremity of his driveway or carport provided such boat is properly registered and designed for family and not commercial use. ~~in the case of boats, each site owner may temporarily store his boat and equipment to the rear extremity of his driveway or carport providing the site owner, at his expense, provides a suitable enclosure for such storage, said enclosure being decorative in nature, and further that site owner will be required to obtain prior written approval for such boat storage from Seller or Civic Association.~~
- XXVI. All garbage stored outside of mobile homes shall be placed within a suitable metal or plastic garbage container and all such containers shall be concealed from general view and from viewing from the road. ~~All garbage containers will be enclosed within a fence or other structure which is enclosed on all four sides and is~~

~~constructed in such a way as to conceal the garbage containers from general view or placed underground in a garbage container.~~

XXVII. No shed, roof or pole barn shall be constructed over the existing mobile home located on a site. ~~or roof shall be constructed over any mobile home located on the property.~~

XXVIII. A. Each purchaser of a mobile home site or sites agrees that upon purchasing said site he will voluntarily become a member of and agree to abide by the rules and by-laws of the Woodland Mobile Home Civic Association, Inc. and to continually retain membership in the Civic Association and to pay such periodic dues and/or levies to the Civic Association in accordance with the by-laws of the Civic Association until such time as he completely divests himself of ownership of a site or sites contained within the property.

B. The Owner of each site or sites shall pay to the Civic Association a fee of twenty-five and no/hundreds (\$25.00) dollars per site per year payable within thirty (30) days after purchase of site and annually thereafter on the same date. Such payment shall specifically constitute annual dues to the Civic Association. Any such fee remaining unpaid by any such site owner for a period of thirty (30) days following the date payable as specified hereinabove, shall thereafter bear interest at the rate of six (6) percent per annum payable to the Civic Association, and shall become, and be, a lien against said site, the amount of said lien to include said interest and all costs of recordation, collection, and enforcement of said lien, including reasonable attorney's fees. Said lien may be enforced and foreclosed upon by the Civic Association in the same manner as provided for the foreclosure of a real estate mortgage under Florida law. The owner of each site or sites shall pay to the Civic Association a fee as determined by the Board of Directors at its annual meeting per site per year payable within thirty (30) days after purchase of site and annually thereafter on the same date.

C. Each lien established by these Restrictions shall be subordinate to a bona fide mortgage which has been given in good faith and for value by any owner against whose property in Woodland Mobile Home Subdivision said lien

attaches as aforesaid if such mortgage has been recorded prior to recordation of the Notice of Lien referred to hereinabove.

XXIX. The provisions contained herein shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, any owner of lots or parcels of land within the property purchased from the Seller, and their respective heirs, legal representatives, and assigns or by the Seller or the Civic Association.

~~Further, these covenants shall expire and be of no force or effect after September 10, 1990, excepting that within 90 days prior to September 30, 1990, a special meeting of the Civic Association is held and acting according to the by-laws of the Civic Association, a vote is taken in open meeting, and the results of that vote shows that at least 95% of mobile home side owners wish to retain these covenants to bind and take effect for such length of time as determined by the membership of the Civic Association.~~

NOW, THEREFORE, the covenants recorded in Official Records Book 1243, Page 305 of the Public Records of Volusia County, are extended in full force and effect until September 30, 2010 and shall be of no force or effect thereafter excepting that within ninety (90) days prior to September 30, 2010, a special meeting of the Association may be held and acting according to the by-laws of the Civic Association, a vote may be taken in open meeting and results of that vote showing that at least seventy-five percent (75%) of the voters present at an annual meeting or voting at wish to retain these covenants, may extend the effective life of said covenants for such length of time as determined by the membership of the Civic Association.

WHEREAS, pursuant to the terms of Section XXIX of the afore-mentioned Declaration of Covenants, a vote of the proper number of members present approved the extension of the aforementioned Covenants at the annual open meeting of Woodland Mobile Home Association, Inc. on Saturday, March 27, 2010 for twenty (20) additional years or until September 10, 2030.

XXX. If any provision or provisions contained herein or the application of any provision to any person or circumstance shall be held to be invalid, the remaining provisions or

the application of such provisions to persons or circumstances other than those held to be invalid, shall not be affected thereby.

XXXI. ~~Seller agrees that an initiation fee of \$50.00, which will constitute membership in the Civic Association, will be paid out of the purchase price of each site to the Civic Association to be utilized by the Civic Association for construction and maintenance of recreational buildings and facilities, such sums paid by Seller to Civic Association to be placed in escrow until such time as Civic Association consists of at least fifty (50) members, has elected officers, drawn up by laws, and has constituted itself as a functioning, elected body.~~

XXXII. All mobile home property shall be for single-family occupancy, family being described as legal or blood relations, with no more than six (6) residents per unit as described by Florida Law for mobile homes. Exceptions to this may be voted upon by the Association's Board of Directors. No new permanent, year-long rentals of any mobile home property will be permitted. Seasonal rentals may not exceed a period of four (4) consecutive months in any calendar year. Current mobile home property owners may not convert or transfer such property for use solely as rental property.

XXXIII. In the event the Association, through the Board of Directors, undertakes legal assistance or action to enforce the governing documents and rules of the Association against a mobile home property owner, the Association may seek to recover all reasonable attorney's fees and costs associated with the enforcement assistance or action.

IN WITNESS WHEREOF, the said **INTERVEST, INC.** has caused these presents to be executed by its proper corporate officers and its corporate seal to be affixed hereunto this 30th day of October, 1970,

**BY-LAWS
OF
WOODLAND MOBILE HOME ASSOCIATION**

ARTICLE I

OFFICES

The principal office of the corporation in the State of Florida shall be located in Orange Volusia County, Florida. The corporation may have such other offices, within or without the State of Florida as the Board of Directors may from time to time designate.

The registered office of the corporation required by Chapter 617, Florida Statutes Annotated, to be continuously maintained in Florida shall be initially as provided in the Articles of Incorporation, subject to change from time to time by resolution by the Board of Directors and filed of statement of said change as required by said statute.

ARTICLE II

MEMBERS

SECTION 1. ANNUAL MEETING. The annual meeting of the members shall be held during the month of March~~April~~ in each year, beginning with the year 2002~~1972~~ on a day and at a time to be fixed annually by the Board of Directors, two months in advance of said meeting, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

SECTION 2. SPECIAL MEETINGS. Special meetings of the members may be called by the President, the Board of Directors or by not less than one-tenth of all the members entitled to vote at the meeting.

SECTION 3. PLACE OF MEETING. Any place, within the State of Florida may be designated as the place of meeting for any annual meeting for any special meeting. If not designation is made, the place of meeting shall be the registered office of the corporation in the State of Florida.

SECTION 4. NOTICE OF MEETING. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than twenty nor more than ~~thirty-five~~^{thirty} days before the date of the meeting, either personally or by mail, by or at the direction of the President, ~~the~~ Secretary, or the persons calling the meeting, to each member of record entitled to vote at such meeting. If mailed, such notices shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid. Meetings to be held on the second ~~Monday~~^{Thursday} of each month, time and place to be announced at previous meeting. It shall be the duty of each member to advise the Secretary of any change of address.

SECTION 5. VOTING LIST. The officer or agent having charge of the membership list of the corporation shall make, at least ten days before each meeting of members a complete record of the members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order.

SECTION 6. QUORUM OF MEMBERS. A majority of the members entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the members. If a quorum is present, the affirmative vote of the majority of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the members, unless the vote of a greater number is required by the laws of Florida, the Articles of Incorporation, or by By-laws.

SECTION 7. PROXIES. At all meetings of the members, a member may vote either in person or by proxy fully executed in writing by the member or by his duly authorized attorney-in-fact, without witness, and filed with the Secretary prior to the beginning of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

SECTION 8. VOTING. ~~There shall be one vote per site~~ Each member shall be entitled to one vote, that is, one vote per site, upon each matter submitted to vote at a meeting or members, except to the extent that the voting rights of the members maybe ~~otherwise~~ are limited or denied by the Article of Incorporation.

ARTICLE III

DIRECTORS

SECTION 1. GENERAL POWERS. The business and affairs of the corporation shall be managed by its Board of Directors.

SECTION 2. NUMBER AND ELECTION OF DIRECTORS. The number of Directors of the corporation shall be not less than ~~three nor more than nine~~ members of this corporation and shall be elected as follows. At the first annual meeting of members following the approval of the Articles of Incorporation by the Secretary of State, and at each annual meeting thereafter the members shall elect Directors to hold office until the next succeeding annual meeting and each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified.

The number of elected directors may be established from time to time, by the Board of Directors.

SECTION 3. REGULAR MEETINGS. A regular meeting of the Board of Directors shall be held without other notice than this By-law, immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide by resolution the time and place, either within or without the State of Florida, for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the President, or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Florida, as the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. NOTICE. Notice of any special meeting shall be given at least ten days previous thereto by written notice delivered personally or mailed to each Director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed and postage prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is

delivered to the telegraph company. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

SECTION 6. QUORUM. A majority of the number of Directors fixed by these By-laws shall constitute a quorum for the transaction of business; provided, that if less than a majority of such number of Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The joinder of a Director in the actions taken at a meeting where a quorum is not present by his or her signing the minutes of such meeting, or otherwise signifying his or her written assent to said actions shall constitute the presence of such Director for the purpose of determining a quorum.

SECTION 7. MANNER OF ACTING. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 8. VACANCIES. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the expired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of members called for this purpose.

ARTICLE IV

OFFICERS

SECTION 1. NUMBER. The officers of the corporation shall consist of a President, a Vice-President and a Secretary-Treasurer, who must be permanent residents of the park. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the members at the March meeting of the Membership. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office for two one-years, beginning April 1st of each year.

SECTION 3. REMOVAL. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interest of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. PRESIDENT. The president is responsible for the general welfare of the association. Preside over all meetings. Call Special meetings as necessary. Appoint committees. Assist special committees when necessary and act as Liaison between the sellers, Intervest, Inc., and the association.

SECTION 6. VICE-PRESIDENT. To work with and assist the president in any activity, and to preside at meetings during the absence of the president.

SECTION 7. SECRETARY-TREASURER. To handle all the financial affairs of the association. Notify all members of the annual dues fees of \$25.00 and collect same within 60 days after notification. Prepare and submit a financial report at each or all meetings.

SECTION 8. ESTABLISHMENT OF DUES. The annual dues shall be established by the Board of Directors at its annual meeting.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in

the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. LOANS. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. DEPOSITS. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in a Deland bank in checking or interest bearing savings account for immediate withdrawal.

ARTICLE VI

FISCAL YEAR

The fiscal year of the corporation shall begin on the 1st day of April in each year and end on the last day of March in each year.

ARTICLE VII

The corporation seal shall be as follows:

ARTICLE VIII

WAIVER OF NOTICE

Whenever any notice is required to be given to any member or Director of the corporation under the provisions of the Florida Corporation Act or under the provisions of the Articles of Incorporation or By-laws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE IX

AMENDMENTS

These By-laws may be altered, amended or repealed and new By-laws may be adopted at any meeting of the membership by a majority vote of the members present at the meeting.

ARTICLE X

REVIEW OF DECLARATION OF COVENANTS AND BYLAWS

When a property is purchased, the new owners shall sign an appropriate document stating he/she has received and read a copy of the Declaration of Covenants and the By-laws of the Association. The Secretary shall be responsible for obtaining such document and for filing such document with the Association papers.

ARTICLE XI

ENFORCEMENT OF VIOLATIONS

Violation by an owner of the by-laws, restrictions, rules, covenants, conditions and charges of the Association may subject the owner's real property to fines, charges and attorney fees. Owners will be provided notice of the violation and given fifteen (15) days to respond and request a hearing by the Board addressing the violation. Should an owner fail to respond to the notice of violation or correct the violation after the hearing, the Board may impose fines, additional charges and attorney fees and place a lien upon the owner's property. The Board may foreclose their liens as they may deem necessary to protect all owners and the Association.