

(LXE) RAHOP-BYL

BY-LAWS

OF

OAK PARK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is OAK PARK HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1033 East Semoran Boulevard, Suite A, Casselberry, Florida 32707, but meetings of members and directors may be held at such places within the State of Florida, County of Orange or Seminole as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

All capitalized terms herein shall have the same meanings attributed to them in the "Declaration" (defined in the Articles of Incorporation of the Association).

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meeting. There shall be an annual meeting of the members of the corporation at such place as may be designated, on the third Tuesday in April of each year, if not a legal holiday under the laws of the State of Florida, and if a legal holiday, then on the next succeeding business day, at 4:00 p.m., for the transaction of such business as may come before the meeting.

Section 2. Special Meetings. Special meetings of the members shall be held whenever called by the Board of Directors or by a written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting, stating the time, place, and in general terms the purpose or purposes therefor, shall be sent by mail to the last known address of all members at least ten (10) days prior to the meeting.

Section 4. Proxy. Each member may cast his vote, either in person or by proxy, for each Lot owned in fee simple by that particular member, solely or jointly, or by a corporation owning a Lot or Lots. Any proxy granted is revokable and will automatically cease should the member granting said proxy convey his lot. All proxies shall be in writing and signed by the member and shall be filed with the Secretary.

Section 5. Quorum. At any meeting of the members a quorum shall consist of presence in person or by proxy of members holding one-third (1/3) of the votes of each class of members, for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws.

ARTICLE IV OFFICERS

Section 1. Executive Officers. The executive officers of the Association shall be the President, a Vice President, a Secretary and an Assistant Secretary and a Treasurer. The executive officers shall be elected annually by the Board of Directors. They shall take office immediately after the election.

Section 2. The President. Subject to the direction of the Board of Directors, the President shall be the chief executive officer of the Association, and shall perform such other duties as from time to time may be assigned to him by the Board.

Section 3. The Vice President. The Vice President shall have such power and perform such duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4. The Secretary. The Secretary shall keep the minutes of all proceedings of the Board of Directors and of all committees and the minutes of the members' meetings in books provided for that purpose; he shall have custody of the corporate seal and such books and papers as the Board may direct, and he shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and the President; and he shall also perform such other duties as may be assigned to him by the President or by the Board.

Section 5. The Treasurer. The Treasurer shall have the custody of all the receipts, disbursements, funds and the securities of the Association and shall perform all duties incident to the office of the Treasurer, subject to the control of the Board of Directors and the President. He shall perform such other duties as may from time to time be assigned to him by the Board

or the President. If required by the Board, he shall give a bond for the faithful discharge of his duties in such sum as the Board may require. He shall cause an annual audit of the books of the Association to be made by a public accountant at the completion of each fiscal year.

Section 6. Subordinate Officers. The President, with the approval of the Board of Directors, may appoint such other officers and agents as the Board may deem necessary, who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

Section 7. Term. The officers of this Association shall be elected annually by the members and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve by sale of property, death, nonpayment of dues or other cause.

Section 8. 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 9. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 10. 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.

ARTICLE V BOARD OF DIRECTORS

Section 1. Number of Members. The business and affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3) nor more than seven (7) members. The Board of Directors need not be members of the Association and shall consist of three members.

Section 2. Regular Meetings. The Board shall meet not less than once each month for the transaction of business at such place as may be designated from time to time.

Section 3. Special Meetings. Special Meetings of the Board of Directors may be called by the President or by a majority of the members of the Board for any time and place, provided reasonable notice of such meeting shall be given to each member of the Board before the time appointed for such meetings.

Section 4. Quorum. The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Directors shall constitute a quorum for the transaction of business. The act of a majority of Directors present at a meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

Section 5. Chairman. At all meetings of the Board of Directors, the President, or, in his absence, the Vice President, or in the absence of both, a Chairman chosen by the Directors present, shall preside.

Section 6. Terms of Members of the Board. The first Board of Directors named in the Articles of Incorporation shall serve until the first annual meeting of the members. At the first annual meeting of members and at each annual meeting thereafter, the members of the Board of Directors shall be elected by the members of the corporation for an annual term.

Section 7. Annual Report. The Board of Directors, after the close of the fiscal year, shall submit to the members a report as to the condition of the Association and its property and shall submit also an account of the financial transactions of the past year.

Section 8. Vacancies in Board. Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote, to select a member of the Association to serve the unexpired term of the vacancy.

Section 9. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 10. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 11. Powers and Duties of the Board of Directors.

A. Powers. The Board of Directors shall have power to:

(i) Adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(ii) Suspend the voting rights and right to use of any 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 sixty (60) days for infraction of published rules and regulations;

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

(iv) 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

(v) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(i) 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.

(ii) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(iii) As more fully provided in the Declaration to:

(a) Fix the amount of annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; which annual assessment may be increased or decreased during each year provided that the total annual assessment per Lot for each year

shall not exceed the maximum annual assessment then in effect.

(b) Send written notice of each assessment and adjustment thereto to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period and the effective date of each adjustment, provided, that failure to timely send said notification shall not invalidate any such annual assessment or adjustments thereto.

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

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

(v) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(vi) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(vii) Cause the Common Area to be properly maintained.

ARTICLE VI MEMBERSHIP

Section 1. Qualifications. Only Owners in the Property or additions brought within the jurisdiction of the Association shall be members of this corporation. When two (2) or more persons are the joint owners of any Lot, such persons shall be members, but may vote only as set forth in the Declaration.

Whenever a member shall cease to own any Lot, such member shall automatically be dropped from the membership of the corporation.

Section 2. Members. A member shall have no vested right, interest, or privilege of, in, or to the assets, functions, affairs or franchises of the corporation, or any right, interest, or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, or while he is not in good standing.

Section 3. Manner of Admission. Every person buying a Lot shall become a member of the Association upon the acquisition of his Lot.

Section 4. Memberships Not Transferable. No membership may be sold, assigned, or transferred, voluntarily or by will or by operation of law.

Section 5. Termination of Membership. Each membership shall cease when the member sells, assigns, transfers, or otherwise disposes of his lot in the Property, or additions brought within the jurisdiction of the Association.

Section 6. Annual Maintenance Assessment. Every member shall be required to pay an annual assessment, the amount of which shall be determined by the Board of Directors and may be changed from year to year by the Board of Directors or by the members. Annual assessments for new members shall be pro-rated from the date ownership is acquired to the last day of the year.

ARTICLE VII LOSS OF PROPERTY

The Board of Directors shall not be liable or responsible for the destruction of, loss of, or damage to the property of any member or the guest of any member, or visitor, or other persons.

ARTICLE VIII MAINTENANCE CHARGES

Section 1. Fees. The Board of Directors shall have the right and power to subject the Lots to an annual assessment which assessment shall constitute the annual assessment provided for in the Declaration. It shall be the duty of the Board of Directors to enforce and implement the provisions of the Declaration.

Section 2. Use of Funds. The funds raised by dues and assessments may be used for the following purposes:

(a) For lighting, improving, and maintaining the streets and dedicated right-of-way areas maintained for the general use of the owners and occupants of land included in such subdivision.

(b) For operating and maintaining any storm-water drains now or hereafter constructed in such subdivision that are not or will not be under the direct supervision of the State or County.

rubbish. (c) For collecting and disposing of garbage, ashes and

(d) For employing policemen and watchmen; and

(e) For doing any other thing necessary or desirable, in the opinion of the Board of Directors, to keep the property neat and in good order and eliminate fire hazards, or which in the opinion of the Board of Directors may be of general benefit to the owners or occupants of the land included in the properties, or additions brought within the jurisdiction, of the Association.

(f) For the maintenance, operation or improvement of the recreational facilities located within the Common Areas.

Section 3. Certificate and Liens. Upon request, the corporation shall furnish to any owner or mortgagee, or person interested a certificate showing the unpaid maintenance charges against any Lot or Lots.

ARTICLE IX NOTICE

Section 1. Notice. Whenever according to these By-Laws or the Declaration, a notice shall be required to be given to any member, it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in a post office in a postpaid, sealed wrapper, addressed to such member at his address as the same appears on the books of the corporation, and at the time when such notice is mailed shall be deemed the time of the giving of such notice.

Section 2. Waiver of Notice. Any notice required to be given by these By-Laws may be waived by the person entitled thereto.

ARTICLE X COMMITTEES

Section 1. Committees. The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI
BOOKS AND RECORDS

Section 1. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws 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 XII
CORPORATE SEAL

Section 1. Corporate Seal. The Association shall have a seal in circular form having within its circumference the words: OAK PARK HOMEOWNERS ASSOCIATION, INC., Incorporated 1985, a corporation not for profit, Florida.

ARTICLE XIII
ASSESSMENTS

Section 1. 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 assessment which is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by Florida law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the applicable Lot, and interest, costs and reasonable attorneys' 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.

ARTICLE XIV

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 shall be made from among members or nonmembers.

Section 2. 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.

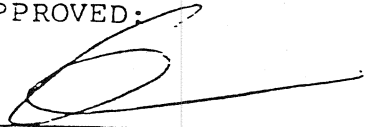
ARTICLE XV
AMENDMENTS

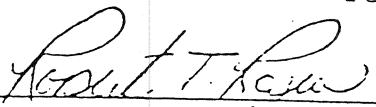
Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of majority of a quorum of members present in person or by proxy.

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

IN WITNESS WHEREOF, these By-Laws have been adopted this 24th day of February, 1985.


Assistant Secretary

APPROVED:

President


Vice President

BY-LAWS
OF
OAK PARK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is OAK PARK HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1033 East Semoran Boulevard, Suite A, Casselberry, Florida 32707, but meetings of members and directors may be held at such places within the State of Florida, County of Orange or Seminole as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

All capitalized terms herein shall have the same meanings attributed to them in the "Declaration" (defined in the Articles of Incorporation of the Association).

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meeting. There shall be an annual meeting of the members of the corporation at such place as may be designated, on the third Tuesday in April of each year, if not a legal holiday under the laws of the State of Florida, and if a legal holiday, then on the next succeeding business day, at 4:00 p.m., for the transaction of such business as may come before the meeting.

Section 2. Special Meetings. Special meetings of the members shall be held whenever called by the Board of Directors or by a written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting, stating the time, place, and in general terms the purpose or purposes therefor, shall be sent by mail to the last known address of all members at least ten (10) days prior to the meeting.

Section 4. Proxy. Each member may cast his vote, either in person or by proxy, for each Lot owned in fee simple by that particular member, solely or jointly, or by a corporation owning a Lot or Lots. Any proxy granted is revokable and will automatically cease should the member granting said proxy convey his lot. All proxies shall be in writing and signed by the member and shall be filed with the Secretary.

Section 5. Quorum. At any meeting of the members a quorum shall consist of presence in person or by proxy of members holding one-third (1/3) of the votes of each class of members, for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws.

ARTICLE IV OFFICERS

Section 1. Executive Officers. The executive officers of the Association shall be the President, a Vice President, a Secretary and an Assistant Secretary and a Treasurer. The executive officers shall be elected annually by the Board of Directors. They shall take office immediately after the election.

Section 2. The President. Subject to the direction of the Board of Directors, the President shall be the chief executive officer of the Association, and shall perform such other duties as from time to time may be assigned to him by the Board.

Section 3. The Vice President. The Vice President shall have such power and perform such duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4. The Secretary. The Secretary shall keep the minutes of all proceedings of the Board of Directors and of all committees and the minutes of the members' meetings in books provided for that purpose; he shall have custody of the corporate seal and such books and papers as the Board may direct, and he shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and the President; and he shall also perform such other duties as may be assigned to him by the President or by the Board.

Section 5. The Treasurer. The Treasurer shall have the custody of all the receipts, disbursements, funds and the securities of the Association and shall perform all duties incident to the office of the Treasurer, subject to the control of the Board of Directors and the President. He shall perform such other duties as may from time to time be assigned to him by the Board

or the President. If required by the Board, he shall give a bond for the faithful discharge of his duties in such sum as the Board may require. He shall cause an annual audit of the books of the Association to be made by a public accountant at the completion of each fiscal year.

Section 6. Subordinate Officers. The President, with the approval of the Board of Directors, may appoint such other officers and agents as the Board may deem necessary, who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

Section 7. Term. The officers of this Association shall be elected annually by the members and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve by sale of property, death, nonpayment of dues or other cause.

Section 8. 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 9. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 10. 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.

ARTICLE V BOARD OF DIRECTORS

Section 1. Number of Members. The business and affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3) nor more than seven (7) members. The Board of Directors need not be members of the Association and shall consist of three members.

Section 2. Regular Meetings. The Board shall meet not less than once each month for the transaction of business at such place as may be designated from time to time.

Section 3. Special Meetings. Special Meetings of the Board of Directors may be called by the President or by a majority of the members of the Board for any time and place, provided reasonable notice of such meeting shall be given to each member of the Board before the time appointed for such meetings.

Section 4. Quorum. The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Directors shall constitute a quorum for the transaction of business. The act of a majority of Directors present at a meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

Section 5. Chairman. At all meetings of the Board of Directors, the President, or, in his absence, the Vice President, or in the absence of both, a Chairman chosen by the Directors present, shall preside.

Section 6. Terms of Members of the Board. The first Board of Directors named in the Articles of Incorporation shall serve until the first annual meeting of the members. At the first annual meeting of members and at each annual meeting thereafter, the members of the Board of Directors shall be elected by the members of the corporation for an annual term.

Section 7. Annual Report. The Board of Directors, after the close of the fiscal year, shall submit to the members a report as to the condition of the Association and its property and shall submit also an account of the financial transactions of the past year.

Section 8. Vacancies in Board. Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote, to select a member of the Association to serve the unexpired term of the vacancy.

Section 9. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 10. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 11. Powers and Duties of the Board of Directors.

A. Powers. The Board of Directors shall have power to:

(i) Adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(ii) Suspend the voting rights and right to use of any 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 sixty (60) days for infraction of published rules and regulations;

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

(iv) 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

(v) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(i) 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.

(ii) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(iii) As more fully provided in the Declaration to:

(a) Fix the amount of annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; which annual assessment may be increased or decreased during each year provided that the total annual assessment per Lot for each year

shall not exceed the maximum annual assessment then in effect.

(b) Send written notice of each assessment and adjustment thereto to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period and the effective date of each adjustment, provided, that failure to timely send said notification shall not invalidate any such annual assessment or adjustments thereto.

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

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

(v) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(vi) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(vii) Cause the Common Area to be properly maintained.

ARTICLE VI MEMBERSHIP

Section 1. Qualifications. Only Owners in the Property or additions brought within the jurisdiction of the Association shall be members of this corporation. When two (2) or more persons are the joint owners of any Lot, such persons shall be members, but may vote only as set forth in the Declaration.

Whenever a member shall cease to own any Lot, such member shall automatically be dropped from the membership of the corporation.

Section 2. Members. A member shall have no vested right, interest, or privilege of, in, or to the assets, functions, affairs or franchises of the corporation, or any right, interest, or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, or while he is not in good standing.

Section 3. Manner of Admission. Every person buying a Lot shall become a member of the Association upon the acquisition of his Lot.

Section 4. Memberships Not Transferable. No membership may be sold, assigned, or transferred, voluntarily or by will or by operation of law.

Section 5. Termination of Membership. Each membership shall cease when the member sells, assigns, transfers, or otherwise disposes of his lot in the Property, or additions brought within the jurisdiction of the Association.

Section 6. Annual Maintenance Assessment. Every member shall be required to pay an annual assessment, the amount of which shall be determined by the Board of Directors and may be changed from year to year by the Board of Directors or by the members. Annual assessments for new members shall be pro-rated from the date ownership is acquired to the last day of the year.

ARTICLE VII LOSS OF PROPERTY

The Board of Directors shall not be liable or responsible for the destruction of, loss of, or damage to the property of any member or the guest of any member, or visitor, or other persons.

ARTICLE VIII MAINTENANCE CHARGES

Section 1. Fees. The Board of Directors shall have the right and power to subject the Lots to an annual assessment which assessment shall constitute the annual assessment provided for in the Declaration. It shall be the duty of the Board of Directors to enforce and implement the provisions of the Declaration.

Section 2. Use of Funds. The funds raised by dues and assessments may be used for the following purposes:

(a) For lighting, improving, and maintaining the streets and dedicated right-of-way areas maintained for the general use of the owners and occupants of land included in such subdivision.

(b) For operating and maintaining any storm-water drains now or hereafter constructed in such subdivision that are not or will not be under the direct supervision of the State or County.

- rubbish.
- (c) For collecting and disposing of garbage, ashes and
 - (d) For employing policemen and watchmen; and
 - (e) For doing any other thing necessary or desirable, in the opinion of the Board of Directors, to keep the property neat and in good order and eliminate fire hazards, or which in the opinion of the Board of Directors may be of general benefit to the owners or occupants of the land included in the properties, or additions brought within the jurisdiction, of the Association.
 - (f) For the maintenance, operation or improvement of the recreational facilities located within the Common Areas.

Section 3. Certificate and Liens. Upon request, the corporation shall furnish to any owner or mortgagee, or person interested a certificate showing the unpaid maintenance charges against any Lot or Lots.

ARTICLE IX NOTICE

Section 1. Notice. Whenever according to these By-Laws or the Declaration, a notice shall be required to be given to any member, it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in a post office in a postpaid, sealed wrapper, addressed to such member at his address as the same appears on the books of the corporation, and at the time when such notice is mailed shall be deemed the time of the giving of such notice.

Section 2. Waiver of Notice. Any notice required to be given by these By-Laws may be waived by the person entitled thereto.

ARTICLE X COMMITTEES

Section 1. Committees. The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI
BOOKS AND RECORDS

Section 1. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws 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 XII
CORPORATE SEAL

Section 1. Corporate Seal. The Association shall have a seal in circular form having within its circumference the words: OAK PARK HOMEOWNERS ASSOCIATION, INC., Incorporated 1985, a corporation not for profit, Florida.

ARTICLE XIII
ASSESSMENTS

Section 1. 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 assessment which is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by Florida law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the applicable Lot, and interest, costs and reasonable attorneys' 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.

ARTICLE XIV

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 shall be made from among members or nonmembers.


Section 2. 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.

ARTICLE XV
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of majority of a quorum of members present in person or by proxy.

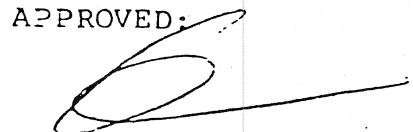
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, these By-Laws have been adopted this 22nd day of February, 1985.

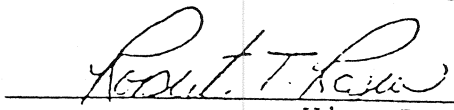


Assistant Secretary

APPROVED:



President



Vice President

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(LXE) RAHOP-DC

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OAK PARK

Richmond American Homes

THIS AMENDED AND RESTATED DECLARATION, made on the date hereinafter set forth by RICHMOND AMERICAN HOMES, INC., a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property located in Seminole County, Florida, which is more particularly described on Exhibit "A" hereto, a portion of which has been platted and a portion of which may be platted in the future (the "Properties"); and

WHEREAS, a portion of the Properties is subject to that certain Declaration of Covenants and Restrictions recorded in Official Records Book 1465, Page 468, Public Records of Seminole County, Florida (the "Original Declaration"); and

WHEREAS, pursuant to instrument recorded in Official Records Book 1580, Page 428, Public Records of Seminole County, Florida, Declarant has all rights of the "Developer" under the Original Declaration; and

WHEREAS, Declarant desires to amend and restate the Original Declaration in its entirety with respect to the "Property" described therein, and also to subject the remainder of the Properties to the effect thereof, all as set forth below.

NOW, THEREFORE, in order to maintain the Properties as a first class and quality residential community, to preserve the values and amenities in such community and to maintain certain common areas therein, Declarant, for itself, its grantees, successors and assigns hereby declares that all of the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are hereby established and imposed upon all of the Properties for the purpose of protecting the value and desirability of, and which shall run with the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

ADDITIONAL DEFINITIONS

Section 1. "Association" shall mean and refer to OAK PARK HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Florida, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Return to:
This Instrument Was Prepared By:
LINDA EBIN, ESQUIRE
Valdes-Fauli, Richardson & Cobb, P.A.
1401 AmeriFirst Building
Miami, Florida 33131

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Section 4. "Common Area" shall mean any and all real property (including all improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All of BELLE MEADE, according to the Plat thereof as recorded in Plat Book 28, Pages 9 of the Public Records of Seminole County, Florida, LESS any portion thereof which has within a numbered subdivision lot or street right-of-way as designated on said plat, and LESS any portion of such property which, pursuant to such Plat, has been dedicated to any governmental entity.

Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon a recorded Plat of any of the Properties intended to contain a Unit or a site for the construction thereof, and shall exclude any area designated on said plat as being Common Area, or set aside for other uses, and shall also exclude any portion of the properties which is not the subject of a recorded Plat.

Section 6. "Declarant" shall mean and refer to RICHMOND AMERICAN HOMES, INC., a Florida corporation, and its successors and assigns, provided, however, that no person or entity shall succeed to any of the rights or obligations of "Declarant" hereunder merely by purchasing any Lot unless such rights and obligations are expressly transferred to such person by Declarant and such rights and obligations are expressly accepted and assumed by such person in a written instrument duly recorded in the Public Records of Seminole County, Florida. Upon any such assignment, acceptance and assumption and to the extent thereof, Richmond American Homes, Inc. (or any other assigning Declarant) shall be relieved from all liabilities, obligations and duties so assigned and assumed. Nothing herein shall limit the extent or effect of any transfer by Richmond American Homes, Inc. or any other Declarant by operation of law.

Section 7. "Unit" shall mean and refer to a detached single family residential housing unit constructed on any Lot.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to promulgate reasonable rules and regulations governing the use and enjoyment of the Common Area;

(c) the right of the Association to suspend any Owner's voting rights and rights to use of the recreational facilities for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association;

(d) 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 an instrument signed by 75% of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the By-Laws of the Association, his right or enjoyment to the Common Area and facilities thereon to the members of his family residing on his Lot, his guests, tenants, or contract purchasers who reside on his Lot.

ARTICLE III

THE ASSOCIATION

Section 1. Function. The Association is hereby delegated and assigned the power and duty of maintaining and administering the Common Area, administering and enforcing the covenants, restrictions and conditions hereof, and collecting and disbursing assessments and changes hereinafter created. Without limiting the generality of the foregoing, the Association may, as set forth in its Articles of Incorporation and Bylaws, exercise any of the rights and powers with respect to the Common Area to which the Owners' use and rights are subject as set forth in Article II hereof, all other rights granted to the Association hereunder, and such other rights and powers as set forth in the Articles of Incorporation and Bylaws of the Association provided that such powers are exercised exclusively to maintain and promote the value of the Properties and the safety and welfare of the residents of the Properties. Such powers and duties shall include, without limitation:

- A. Maintenance, improvements and operation of any Common Area.
- B. Providing police protection, night watchman or other such security services as the members of the Association may elect.
- C. To pay the cost of all power, water, sewer and other utility services render to the Properties and not billed to Owners of Lots.
- D. Payment of operating expenses of the Association.
- E. Management, maintenance, improvement and beautification of any parks, lakes, ponds and buffer strips and any recreation areas and facilities.
- F. Maintenance and beautification of entrance way, rights of way, and acquisition, maintenance, repair and replacement of direction of markers and signs installed by Declarant and not maintained by governmental authorities.
- G. Doing any other thing necessary or desirable, in the judgment of the said Association, to keep the Properties neat and attractive or to preserve and enhance the value of the Properties, or to eliminate fire, health, or safety hazards, or, which in the judgment of the said Association, may be of general benefit to the Owners.

Section 2. Membership. Every Owner 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 3. Voting Rights. 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 four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs later:

- (a) When the total votes outstanding the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) When the Class B member no longer owns any Lots for sale or lease.

Section 4. Initial Fee. At the first time any Lot is conveyed to a Class A member, a one-time fee of \$100.00, representing a working capital contribution to the Association, shall be paid to the Association at the time such conveyance is closed.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for each Lot owned by it, and each other 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) uniform annual regular assessments or charges levied by the Association; (2) uniform special assessments for capital improvements levied by the Association, and (3) non-uniform assessments levied by the Association against his Lot, all such assessments to be established and collected as hereinafter provided. All assessments, together with interest, costs and reasonable attorneys' fees shall be a charge on the Lot upon which they are assessed from the date of recordation of notice thereof in the Public Records of Seminole County, Florida, and shall be a continuing lien thereon. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to any Owner's successors in title unless expressly assumed by such successors.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to maintain and promote the recreation, health, safety, and welfare of the residents of the Properties, for the improvement and maintenance of the Common Area, and for the other lawful objectives of the Association.

Section 3. Assessment Allocation. Uniform assessments shall be levied as to each Lot on the basis of the class of membership as hereinafter set forth. The assessment for the Class B membership for any vacant Lot or any Lot improved with an unoccupied, unsold Unit, or for any person who has acquired his Lot for the purpose of constructing a Unit thereon, and while such Unit is unoccupied and unsold, shall be twenty-five percent (25%) of the annual assessment for other Class A members.

Section 4. Maximum Annual Regular Uniform Assessment. The maximum annual regular assessment for each Lot owned by a Class A member shall be \$15.00 per month except as provided below and in the preceding Section 3.

From and after the 1st day of the first January following twelve calendar months following the first conveyance of a Lot to a Class A member, the maximum annual regular uniform assessment may be increased each year, but may not be increased more than five percent (5%) above the maximum regular uniform assessment for the previous year unless such increase is approved by a majority vote of 75% of the Class A members who are voting in person or by proxy, at a meeting of the Association duly called for such purpose.

Section 5. Uniform Special Assessments for Capital Improvements. In addition to the annual regular uniform assessments authorized above, the Association may levy, in any assessment year, a uniform special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by 75% of each class of members who are voting in person or by proxy at an Association meeting duly called for such purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence in person or proxy of Owners in each class entitled to cast sixty percent (60%) of all the votes of such class 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 7. Uniform Rate of Assessment. Both uniform annual regular assessments and uniform special assessments must be fixed at a uniform rate for all Lots within each class of membership and may be collected on a monthly, quarterly, or annual basis.

Section 8. Date of Commencement of Uniform Annual Regular Assessments: Due Date. The Uniform annual regular assessments provided for herein shall commence as to all Lots on the first day of the first calendar month following the conveyance of the first Lot to a person other than the Declarant, and the first annual regular assessment shall be adjusted according to the number of months remaining in that calendar year. The Board shall fix the amount of the annual regular assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The due dates shall be established by the Board of Directors. Written notice of the annual regular assessment and the dates upon which payment thereof are due shall be sent to every Owner.

Section 9. Certificate. 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 specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Fines; Non-Uniform Assessments. In the event that any Owner, fails to maintain his Lot, the exterior of his Unit, or any other Improvements thereon in the manner required

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hereunder, fails to abide by and keep ~~SEMI~~ other restrictions herein, or violates any rules and regulations duly promulgated by the Committee or by the Association, or if any tenant, guests, or family members of any Owner fail to abide by and keep such restrictions or violate any such rules or regulations, then, following (30) days' written notice to the Owner at the last known address of that Owner according to the Association's records, which notice shall specify the nature of the violation, the action required to cure that violation, and the date upon which the Owner must cure the violation, the Association shall have the right to levy reasonable fines against that Owner, which fines, if not paid within thirty (30) days following the date upon which they are due (which due date may not be less than 20 days following the mailing date of the notice specified above) shall automatically become an assessment against all Lots owned by that Owner. Such fine may not exceed \$100.00 per violation, unless the Association has exercised its rights under Article VI, Section 23 below, in which case such fine may be the actual cost to the Association of the expense of curing the violation.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by Florida law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against the Lot upon which they were assessed. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to reasonable attorneys' fees, including attorneys' fees for appellate proceedings.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Improvements. No materials, buildings, roofs, fences, walls, solar panels, mail boxes, other structures, or exterior landscaping scheme ("Improvements") shall be placed, replaced, or modified on any Lot or any other portion of the Properties until the construction plans and specifications showing the kind, shape, height, floor plans, exterior color scheme, and grade thereof or, with respect to landscaping, such information as the Board may require ("Plans and Specifications"), and the location of the same upon such Lot or other portion of the Properties shall have been submitted to and approved in writing as to conformity with the requirements of this Declaration, the quality of construction, harmony of external design and location in relation to surrounding structures and topography by the Board.

Section 2. Architectural Control Committee. At the option of the Board, the powers, rights, and duties of the Board under this Article V may be exercised by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board (the "Committee"). Each member of the Committee shall hold office until such time as he has resigned or been removed and his successor has been appointed by an affirmative vote of 75% of the Owners. Members of the Committee may be removed at any time with cause by a vote of 75% of the Owners, and 75% of the Owners shall have the power, through the proper execution of a written instrument to that effect, to change the membership of the Committee or to take from the Committee or restore to it any of its powers and responsibilities hereunder, provided, however, that until January 1, 2001, Declarant shall have the sole right to appoint and remove the members of the Committee and to remove or restore the Committee's powers and responsibilities. Such

right may be waived by Declarant in its sole discretion, but no such waiver shall be effective unless it shall be set forth in a written instrument signed by Declarant.

Section 3. Requests of Approval. Whenever under this Article V the approval of the Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvements or proposal in question and all other facts which, in its sole discretion, it deems to be relevant. Prior to commencement of any construction of any Improvements, two sets of the Plans and Specifications therefor shall be submitted to the Committee. After approval or rejection of said Plans and specifications, one set thereof shall be returned to the party submitting them, and one set shall be retained by the Committee. Construction of Improvements may not be commenced unless and until the Committee has approved such Plans and Specifications in writing. The Committee shall consider an act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration within 45 days following its receipt thereof, provided, however, that failure to so act within said period shall not be deemed to be the Committee's approval of the request submitted. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby will not be detrimental to the Properties as a whole, and that the appearance of any Improvements effected thereby will be in harmony with the surrounding Improvements. The Committee may also promulgate rules and regulations regarding anything relevant to its function, including but not limited to minimum standards and procedures for the submission of Plans and Specifications for approval. The Committee may require a reasonable fee to accompany each application for approval. The Committee may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper, including, without limitation, environmental impact statements. Until receipt by the committee of all required Plans and Specifications and other information, the Committee may postpone review of any request for approval.

Section 4. Action by Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder, provided, however, that in its discretion, the Committee may from time to time by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and/or behalf of the committee. In the absence of such designation, the vote of a majority of all members of the Committee, or the written consent of the majority of all members of the Committee taken with or without a meeting, shall constitute the act of the Committee.

Section 5. No Waiver. The approval or consent of the Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications or other matters subsequently or additionally submitted for approval or consent to the same for a different person.

Section 6. Interim Inspection. The Committee may inspect all work in progress and give notice of noncompliance as provided in subsection 7(b) below. No further work shall be done, pending resolution of the dispute, which would hamper correction of the noncomplying item if the Committee shall find that such noncompliance exists.

Section 7. Final Inspection. Inspection of completed Improvements and correction of defects therein shall proceed as follows:

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A. Upon the completion of any Improvements for which approved Plans or Specifications are required under this Declaration, the Owner of the Lot shall give written notice of completion to the Committee.

B. Within such reasonable time as the Committee may set, but not to exceed 5 days thereafter, the Committee or its duly authorized representatives may inspect such improvements. If the Committee finds that such work was not done in strict compliance with all approved Plans and Specifications submitted, it shall notify the Owner as provided herein and in writing of such non-compliance within such period, specifying in reasonable detail the particulars of noncompliance and shall require the Owner to remedy the same.

C. If, upon the expiration 45 days from the date of such notification, the Owner of that Lot shall have failed to remedy such noncompliance, the Committee may commence an action at law or in equity to require the removal or reconstruction of the noncomplying Improvements.

Section 8. No Liability. Neither the Committee nor any member thereof shall be liable to any Owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties under this Declaration unless due to the willfull misconduct or bad faith of the Committee or its members, as the case may be. The Committee shall consider the aesthetic aspects of architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans or Specifications be deemed approval of, the structural safety or engineering soundness of the Improvements, or conformity thereof with any building, zoning, or other codes.

Section 9. At any time or times that no Committee has been established by the Board, then the powers and duties of the Committee shall be deemed vested in the Board.

ARTICLE VI

USE RESTRICTIONS

Section 1. Owner's Use of Lot. Without limiting the generality of any other provision hereof, no building shall be erected, altered or placed or permitted to remain on any Lot other than one Unit not to exceed 35 feet in height, and containing not less than 1800 square feet of enclosed living space, and a private garage to accomodate at least two cars. No Lot may be subdivided.

Section 2. Parking. No trucks shall be permitted to be parked on any Lot or other portion of the Properties for a period of more than four (4) hours unless the same is present and necessary in the actual construction or repair of Improvements on the Properties. No trucks, trailers, campers or other habitable vehicles of any type, boats or boat trailers shall be parked overnight or for more than four (4) daylight hours within the Properties unless parked in a completely enclosed garage or otherwise not visible from the front of any Lot. No vehicle of any type shall be permitted within the Properties unless the same has a current license tag and, if required by law, inspection sticker, issued in accordance with the laws of the State of Florida. No junk or abandoned vehicles of any type shall be permitted within the Properties. Vehicles shall include, without limitation, motorcycles.

Section 3. Signs. No signs of any kind shall be displayed to the public view on any lot, except that signs used by Declar-

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ant to advertise the Properties during the construction and sales period, and one professional sign advertising any Lot for rent, may be displayed at any time, and, following three (3) years after the recordation hereof, one professional sign of not more than one (1) square foot advertising a Lot for sale may be displayed.

Section 4. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot.

Section 5. Livestock, Poultry and Nuisances. No noxious or offensive trade or activity, including, but not limited to, the raising of or keeping of chickens, goats, pigs, horses, cattle or other animals, shall be carried on upon any Lot, but the foregoing shall not be construed as to prohibiting the raising or keeping of domestic pets provided they are not kept or bred or maintained for commercial purposes, and are kept inside the Unit or on a leash or within a fenced area nor shall anything be done on any Lot which may be or become a nuisance or an unreasonable annoyance to the neighborhood.

Section 6. Prohibited Structures. No portion of any Improvement shall be occupied as a residence prior to the completion of the entire Unit as evidenced by a final and unconditional Certificate of Occupancy therefor. All buildings must be completed and a final and unconditional Certificate of Occupancy within one year following the commencement of work thereon. No trailer, tent, shack, garage, barn or other outbuilding or any other structure of a temporary character may be erected or placed upon any Lot, or at any time used as a residence, either temporarily or permanently. Notwithstanding the foregoing, however, temporary facilities may be constructed and maintained by Declarant for the purpose of constructing Units and selling Lots.

Section 7. Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and shall not be visible from the street except during pickup when required to be placed at the curb. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. There shall be no burning of trash at any time.

Section 8. Easements. Easements for installation and maintenance of utilities and drainage facilities in the Common Area are reserved as shown on the recorded Plat of the Properties. Within these easement 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, or which may change the direction of flow or drainage facilities in the easement areas, or which may obstruct or retard the flow of water through drainage facilities therein. The easement areas of each Lot and all Improvements therein shall be maintained continuously by the Owner of the Lot, except those Improvements for which a public authority or utility company is responsible.

Section 9. Sewage Service. Sewage service to all of the properties will be supplied by the Seminole County, Florida in accordance with its rules and regulations. The use of septic tanks or any other sewage disposal facilities is specifically prohibited.

Section 10. Setback Lines. No Unit shall be located on any Lot nearer to the front, side and rear Lot lines than the minimum building setback lines as shown on the recorded Plat of the Properties. For the purpose of this provision, eaves, steps, open porches, fire place extensions and decks shall not be deemed a portion of the Unit, but nothing herein shall be construed to permit any Improvements to encroach upon another Lot.

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Section 11. Game and Play Structures. SEMINOLE COUNTY basketball backboards and any other fixed game and play structures will not be permitted without approval by the Committee and, if approved, shall be located at the rear of the Unit or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a like kind or nature will not be constructed on any part of any Lot.

Section 12. Fences. No fence or fence walls shall be constructed, erected or maintained on or around any portion of a Lot that is in front of the front setback line of the Unit. Corner Lots shall be deemed to have two front Lot lines for the purposes of this section only. No fence or fence wall shall exceed a height of six (6) feet. On Lots which abut or are adjacent to the brick wall built parallel to Dodd or Dyke Roads, no other wall or fence structure shall be built parallel to said brick wall (regardless of the distance is between brick wall and fence) and no other wall or fence structure shall be constructed perpendicular to or in any way adjacent to or leading to said brick wall which shall exceed a height of five (5) feet or any height which places the top of said wall or fence higher than the top (excluding columns) of the brick wall as measured at the point of contact between said wall or fence and the brick wall located parallel to Dodd or Dyke Roads.

Section 13. Roofs. No roof of any Unit shall be comprised of any material other than Architectural 80 shingle, wood-shake, or tile.

Section 14. Commercial Usage. No business building, machine shop or other industrial or commercial structure or building devoted to commercial or public enterprises shall be erected or used on any Lot and no business which attracts any customers or clients to a Lot shall be conducted or carried on or be practiced upon Lot or any Unit or accessory building constructed thereon, except that buildings may be erected and used by Declarant, its successors, assigns or designees for use in developing and marketing the Properties.

Section 15. Repairs of Motor Vehicles. No motor vehicles, campers, trailers, boats or recreational vehicles shall be rebuilt or repaired, except in the garage are or in the driveway of any Lot and under no circumstances shall such repairs be performed if the same result in the creation of an unsightly or unsafe condition as determined by the Committee for a period of longer than twenty-four (24) hours.

Section 16. Landscaping. All portions of any Lot not used for Improvements shall be landscaped utilizing "long lived" ground cover, sod, shrubs, trees and other materials. Every Lot improved with a Unit shall be landscaped as approved by the Committee. The landscaping of each Lot having once been installed shall be maintained in a neat, attractive, sightly and wellkept condition, which shall include lawns mowed, hedges trimmed, adequate watering, replacement of dead, diseased or unsightly materials, removal of weeds and debris and appropriate pruning of plant materials.

Section 17. Reflective Glass. No reflective glass windows shall be utilized in any Improvements constructed within the Properties.

Section 18. Utility Connections. All utility connections installed in the Properties including all electrical and telephone connections and installations of wires to buildings, television, microwave or radio connections shall be made underground from the nearest available source, except that during the construction of a building structure, the Declarant or other builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction. No transformer, electric, gas or other meter of any type or other appa-

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tus shall be located on any power pole ~~spanning~~ on the outside of any building, but the same shall be placed on or below the surface of the Lot and where placed on the surface shall be adequately screened and fenced. The locataion of all such transformers and other apparatus shall be subject to the prior approval of the Committee, in accordance with Article V hereof.

Section 19. Mechanical Equipment. No heating, air conditioning, electrical or other equipment shall be installed on the roof of any building or structure or hung on exterior walls unless the same is enclosed, screened, covered and installed so as to be an integral part of the architectural design of the building to which said equipment is attached or related in a manner which shall first have been approved in writing by the Committee in accordance with Article V hereof, except that solar energy collectors or panels, if used, may be installed on the roof of any building or structure or in any exposed location, if harmoniously done and if approved by the Committee in its sole discretion, in accordance with Article V hereof.

Section 20. Antenna. No television antenna, other antenna, microwave dish, or similar device of any type shall be erected, installed or maintained on the exterior of any Lot or upon any Improvement within the Properties.

Section 21. Swimming Pools.

Any swimming pool constructed on any Lot shall be subject to the following restrictions, reservations and conditions:

A. No above ground pools will be permitted. Pool water level must be maintained at all times at or within one (1) foot of the developed Lot grade.

B. On interior Lots, the outside edge of any pool may not be closer than ten (10) feet to the side Lot line nor closer than fifteen (15) feet to the rear Lot line. Corner Lots will be reviewed by the Committee on an individual basis.

C. No screening of pool area may be closer than ten (10) feet to the side Lot line on interior Lots. Corner Lots will be reviewed by the Committee on an individual basis.

D. Pool screening may not be higher than sixteen (16) feet or the higher edge of the roof, whichever is lower.

E. No overhead electrical wires shall cross the pool. All pool lights other than underwater lights must be four (4) feet from the edge of the pool.

F. The pool itself must be enclosed with a fence not less than five (5) feet in height. Entrance gate to the back yard, or the pool itself, as the case may be, is to be constructed with a self-closing latch placed at least forty (40) inches above the ground. The fence of a neighbor, where sufficient to meet above standards, may be utilized to secure a pool.

Section 22. Water. No individual water supply system shall be permitted on any parcel without the approval of the Committee. The above does not restrict the right of any Owner to install, operate and maintain a water well on his Lot for use restricted to swimming pool and/or irrigation purposes.

Section 23. Right of Entry. Following thirty (30) days' written notice to the Owner, at his last known address on the Associations' records, that the Association or the Committee has determined that any Lot, the exterior of any Unit is in need of repair or maintenance and is detracting from the overall appearance of the Properties, or that the Owner or any of his guests or tenants have violated any provision of this Declaration, then the

Association, its agents and employees, shall have the right, after complying with the notice provisions of Article IV, Section 10, to enter his Lot in a peaceful manner in order to maintain, repair, or remove any Improvements or any other condition existing on any Lot or the exterior of any Unit in violation of this Declaration. The cost of such action may be levied as a fine and assessed against that Owner and his Lot as provided more particularly in Article IV, Section 10. Actions permitted hereunder include, without limitation, painting, repair, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, fences, walks, driveways and other exterior Improvements.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, except that the rights set forth in Article VI, Section 23, shall be reserved exclusively in the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorneys' fees including attorneys' fees through appellate proceedings.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Owners. Notwithstanding the foregoing, but subject to Section 5 of this Article VII, this Declaration may be amended prior to January 1, 1989 by the Declarant alone so long as the Declarant is the owner of at least twenty-five percent (25%) of the Lots, such calculation not including any portion of the Properties which has not been platted. Any amendment must be recorded.

Section 4. Unplatted Portions of Properties. No portion of the Properties may be platted without the written consent of Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officers, this 22nd day of February, 1985.

RICHMOND AMERICAN HOMES, INC., a Florida corporation

[Signature]

By: [Signature]
Norman H. Cutson
President

[Signature]

Attest: [Signature]
Robert T. Rosen
Its Secretary

(SEAL)

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTION FOR OAK PARK

ARTICLE VI

USE RESTRICTIONS

SEMINOLE CO. FL.

2080 0393

BOOK PAGE

Section 2. Parking. No trucks or commercial vehicles shall be permitted to be parked on any Lot or other portion of the Properties for a period of more than four (4) hours unless the same is present and necessary in the actual construction or repair of Improvements on the Properties. No trucks, commercial vehicles, trailers, campers or other habitable vehicles of any type, boats or boat trailers shall be parked overnight or for more than four (4) daylight hours within the Properties unless parked in a completely enclosed garage or otherwise not visible from the front of any Lot. No vehicle of any type shall be permitted within the Properties unless the same has a current license tag and, if required by law, inspection sticker, issued in accordance with the laws of the State of Florida. No junk or abandoned vehicles of any type shall be permitted within the Properties. Vehicles shall include, without limitation, motorcycles. Commercial vehicle includes any type of vehicles that advertises a business, service or association.

Parking is restricted to designated areas approved by the Board of Directors. Parking on the grass is prohibited.

NOTE: Strike outs ---- denote deletions and underscoring denotes additions.

AMENDED AND RESTATED

23 PAGES

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