

AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
LAKEWOOD AT WINDSOR PARKE ASSOCIATION, INC.

This Amended and Restated Declaration of Covenants is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by the Lakewood at Windsor Parke Association, Inc. (the Association).

RECITALS

WHEREAS, JTB Land Development, Inc. recorded that Declaration of Covenants and Restrictions for Lakewood (Windsor Parke-Unit Ten) in Official Records Volume 8035, page 0534 of the Public Records of Duval County, Florida (the "Prior Declaration"), and pursuant to paragraph 1.8 of the Prior Declaration designated WP Parcel "C", LTD., the Original Declarant designated the Association as the successor Declarant with the duties and obligations thereof, and

WHEREAS, the Association is the owner the real property known as Windsor Parke, Unit Ten, according to the plat thereof recorded in the Public Records of Duval County, Florida herein referred to as the "Property", and

WHEREAS, the Association are owners within the Property which will maintain the property owned by such Association and such other property as set forth in this Declaration, including property lying within the rights-of-way or owned by or easements dedicated to the City of Jacksonville, Florida and serving the residents of the Property and not being maintained by the City and

WHEREAS, the Property is also subject to a recorded instrument entitled Declaration of Covenants, Conditions and Restrictions for Windsor Parke which instrument imposes upon the Property certain covenants running with the land, and

WHEREAS, Declarant desires to amend the Amended and Restated Declaration of Covenants and Restrictions for Lakewood (Windsor Parke Unit Ten) recorded March 10, 1995 in Official Records Volume 8049, page 1663 of the Public Records of Duval County, Florida.

NOW THEREFORE, Declarant, in consideration of the premises and the covenants herein contained, and for the purpose of preserving the value and maintaining the desirability of the Property for the benefit of all owners of portions of the Property, hereby amends, wholly supersedes and completely replaces the Prior Declaration, together with its amendments and declares that the Property shall be subject to the covenants, restrictions, easements, and reservations contained in this Amended Declaration of Covenants and Restrictions for Lakewood at Windsor Parke Association, Inc., which shall be covenants running with the land and which shall be binding upon and inure to the benefit of Association and its successors and assigns.

W I T N E S S E T H

ARTICLE I  
DEFINITIONS

1.1 "ARC" means the Architectural Review Committee of the Association as set forth in Article V hereof.

1.2 "Architectural Criteria and Standards" means the Regulations from time to time adopted by the ARC and approved by the Board of Directors pertaining to construction and maintenance standards for improvements constructed within the Property or individual residential lot or unit.

1.3 "Association" means the Lakewood at Windsor Parke Association, Inc., a Florida not-for-profit corporation established for the purposes set forth herein, its successors and assigns.

1.4 "Board" or "Board of Directors" means the Association's Board of Directors.

1.5 "Club Property" means the real property described in the Master Declaration as the Club Property, which is known as the Windsor Parke Golf & Country Club.

1.6 "Common Areas" means all real property from time to time owned by the Association or designated for ownership by the Association for the common use and enjoyment of all Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements.

1.7 "Common Maintenance Areas" means the Common Areas, if any, and the entrance signage monuments, drainage facilities and detention ponds, esplanade and right-of-way landscaping, and such other areas lying within public or private easements or rights-of way, the maintenance of which has been designated by the Board of Directors as an Association responsibility for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the residents.

1.8 "Declarant" means the Association its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant.

1.9 "Declaration" means this Amended and Restated Declaration of Covenants and Restrictions for Lakewood (Windsor Parke Unit Ten) and any amendments thereto.

1.10 "Golf Front Lot" means any Lot, which has frontage on or common boundaries with the Club Property.

1.11 "Lakefront Lots" means all Lots containing within the Lot lines a portion of a lake or pond within the Property, or having frontage or common boundaries with a lake or pond.

1.12 Law means any statute, ordinance, rule, regulation, or order adopted or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof.

1.13 "Legal Documents" collectively means this Declaration of Covenants and Restrictions and any supplemental declarations made in accordance herewith, as amended from time to time, the Association's Articles of Incorporation (the "Articles") and the Association's By-Laws (the "By-Laws"), as the same may be amended from time to time, and the Architectural Criteria and Standards.

1.14 "Lot" means any plot of land shown on the Plat or any subsequently recorded subdivision plat of the Property, which is designated thereon as a lot, excluding any areas designated as Common Areas or for utilities or drainage uses or dedicated to public use.

1.15 "Master Association" means the Windsor Parke Property Owners Association, Inc., a Florida Not-for-Profit corporation, as described in the Master Declaration.

1.16 "Master Declaration" means the Declaration of Covenants, Conditions and Restrictions for Windsor Parke recorded in Official Records Volume 7749, "Page 1141 of the Public Records of Duval County, Florida and any amendments and annexations thereto. The "Master Declarant" is the Declarant under the Master Declaration.

1.17 "Meetings" means any annual or special meeting called by the Board or members as provided and stated in the Amended and Restated Articles of Incorporation of the Lakewood at Windsor Parke Association, Inc. or the Amended and Restated By-Laws of the Lakewood at Windsor Parke Association, Inc.

1.18 "Mortgage" means any mortgage, deed of trust, or other instrument validly transferring any interest in any Lot, or creating a lien upon any Lot, in either case as security for performance of an obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of Law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

1.19 "Mortgagee" means the Person(s) named as the obliged under any Mortgage, or the successor in interest to any such Person, including the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Authority and similar guarantors or insurers of First Mortgages.

1.20 "Original Declaration" means the Amended and Restated Declaration of Covenants and restrictions for Lakewood (Windsor Parke Unit Ten) recorded March 10, 1995 in Official Records Volume 8049, page 1663 of the Public Records of Duval County, Florida.

1.21 "Original Declarant" means WP PARCEL "C", LTD, a Florida Partnership.

1.22 "Owner" means the record owners whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but excluding contract buyers and any Person holding such fee simple title merely as security for the performance of an obligation.

1.23 "Person" means any person or entity having legal capacity.

1.24 "Plat" means that subdivision plat of Windsor Parke, Unit Ten recorded in Plat Book 49; pages 61, 61A, 61B, and 61C of the Public Records of Duval County, Florida and the recorded plat of any lands made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.

1.25 "Property" means the lands in Duval County, Florida, described on Exhibit "A" attached to this Declaration together with all other lands that hereafter may be made subject to the provisions of this Declaration in the manner provided herein.

1.26 "PUP Ordinance" means Ordinance #86-749-660 of the City of Jacksonville, Florida setting forth the criteria for the Windsor Parke Planned Unit Development, as amended from time to time.

1.27 "Quorum" means the required number of votes required to conduct business at any annual or special meeting as provided and stated in the Amended and Restated Articles of Incorporation of the Lakewood at Windsor Parke Association, Inc. or the Amended and Restated By-Laws of the Lakewood at Windsor Parke Association, Inc.

1.28 "Regulations" means any rules and regulations regarding the use of the Property or unit duly adopted by the Association in accordance with the Legal Documents.

1.29 "Unit" means any residential dwelling situated upon any Lot.

1.30 "Work" means the initial development of all or any portion of the Property as a residential community by the construction and installation of streets, utility systems, community facilities, buildings, and other improvements, but does not include the construction of Units.

## ARTICLE II

### Lakewood at Windsor Parke Association, Inc.

2.1. Membership. Every Owner of a Lot is a member of the Association and is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whereupon the membership of the previous Owner automatically terminates. No Person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot. Provided however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

2.2 Voting Rights. All Owners shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

2.3 Suspension. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article II or is otherwise in default hereunder or under the Bylaws or Rules and Regulations of the Association. Such suspension shall apply to the proxy authority of the voting representative, if any.

2.4 Inspection of Records. All books, records, and papers of the Association will be open to inspection and copying during reasonable business hours by any Owner. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any such Person copies (certified, if requested) of any of its books, records, and other papers. The Association may make a reasonable uniform charge for such copies and certification. The Declaration, Articles, and By-Laws must be available for inspection by any Owner at the Association's principal office, where copies also may be purchased at a charge to cover reproduction costs.

2.5 Extraordinary Action. The Association's Articles of Incorporation provide that certain actions of the Association as described in the Articles require the approval of a super-majority of the members.

2.6 Amplification. The members of the Association shall elect the Board of Directors of the Association, who shall manage the affairs of the Association. The Board of Directors shall appoint

officers of the Association to administer the operation of the Association's Articles and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Declarant intends that the provisions of this Declaration and the Articles and By-Laws be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

2.7 Assessments Established. For each Lot within the Property, Declarant covenants, and each Owner by acceptance of a deed or other conveyance of record title to a Lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association, an annual maintenance assessment, special assessments including special assessments for property taxes levied and assessed against the Common Areas, specific assessments against a particular Lot that are established pursuant to any provisions of the Legal Documents (all as hereinafter described), and all taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

2.8 Annual Maintenance Assessments.

- (a) General. The annual maintenance assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property, and for the operation, management, maintenance, repair, renewal and replacement of the Common Areas and the Common Maintenance Areas (including maintenance of adequate reserves), the payment of taxes and insurance, and for the performance of the Association's duties under the Legal Documents. The annual assessment shall be used to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Legal Documents and pursuant to Law including the maintenance of adequate reserve accounts.
- (b) Amount. The Board of Directors, at its annual meeting and each respective January 1 thereafter, shall set the amount of the maximum annual maintenance assessment for the following year for each Lot, provided that the maximum annual maintenance assessment may not be increased more than five percent (5%) above the maximum annual maintenance assessment for the previous year unless approved by two-thirds (2/3) of those members present in person or by proxy and voting at a meeting duly convened as provided hereunder. A quorum of sixty percent (60%) of the Association's membership shall be required at such meeting. If that quorum requirement is not met, a second meeting may be called at which the quorum shall be thirty percent (30%) of the membership. The amount of the annual maintenance assessment shall be fixed by the Board of Directors without interest so long as not more than thirty (30) days delinquent. Written notice of such assessment shall be given to every Owner but the failure to give such notice will not invalidate an otherwise proper assessment. In the absence of Board action the annual maintenance assessment then in effect will continue for the next fiscal year.
- (c) Commencement of Annual Assessment. The annual assessment begins as to all Lots within the Property on the first day of the January following the annual meeting.
- (d) Working Capital Fund. The Association shall establish a working capital fund to provide for unforeseen expenditures and which will be funded as set forth in this subparagraph. Upon the initial transfer of title of a Lot to an Owner, the transferee shall pay to the Association a working capital contribution equal to two (2) months of

the then current annual maintenance assessment. This capital contribution shall not be considered as an advance payment of the annual maintenance assessment. Each transferor agrees to collect the working capital contribution at the closing of the sale to such Owner and to promptly pay the same to the Association. The Association may at any time utilize these contributions for any purpose permitted by the Legal Documents, including normal operating expenses.

- (e) Special Reserves. As part of the Work, the Original Declarant installed retaining walls with pilings and related structures (the "Bulkhead") on some or all of the Lakefront Lots that separates the upland portion of the Lot from the waters of the lake. The Association shall be responsible for, and shall maintain and keep in good order and repair, and replace as necessary, that portion of the Bulkhead located on the Lakefront Lots. The Association shall annually assess each Lakefront Lot Owner on which a portion of the Bulkhead is located for a portion of the total cost of maintaining, repairing and replacing the Bulkhead, including the maintenance of adequate reserves, based on the ratio of the linear feet of Bulkhead on each such Lakefront Lot to the total linear feet of the entire Bulkhead. This assessment shall be payable by each such Lakefront Lot Owner as part of and in the same manner as the annual maintenance assessment.

2.9 Special Assessments. The Association may levy special assessments payable in one or more installments applicable to that year only for the purpose of defraying, in whole or in part, any expense that is not reasonably expected to be incurred on a regular basis, or the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement, provided that such assessment is approved by two-thirds of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

2.10 Property Taxes. The Association shall timely pay all ad valorem real estate taxes, special assessments, other taxes, if any, levied on the Common Areas, and shall assess each Owner for the Cost hereof as provided in paragraph 2.7 hereof. The amount of the assessment shall be determined by dividing the amount of such taxes by the number of Lots within the Property. At the Board's discretion, such assessment may be payable in a lump sum within thirty (30) days after notice or all or any portion thereof may be assessed as a part of the annual maintenance assessment described above. Each year the Board shall determine, within forty-five (45) days after receiving notice of the amount of taxes due, whether such assessment shall be levied, and its amount.

2.11 Specific Assessments. Any indebtedness of an Owner to the Association arising under any provision of the Legal Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot, or arising by reason of any Owner's failure to properly maintain those portions of the exterior of said Lot and Unit as herein provided, also may be assessed by the Association against the Owner's lot after the Owner fails to pay it when due.

2.12 Uniformity of Assessments. Except as specifically provided herein, the annual maintenance assessment and any special assessments must be uniform throughout the Property.

2.13 Certificate of Payment. The Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether assessments against a specific Lot have been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance.

2.14 Lien for Assessments. All sums assessed to any Lot, together with interest, and all costs and expenses of collection, including reasonable attorney fees, shall become a lien on such Lot in favor of the Association upon the recording of a claim of lien signed by an officer of the Association. The Association may record a claim notice of lien against any Lot when any assessment is delinquent. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot when the assessment fell due. The personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

2.15 Remedies of the Association.

- (a) Personal Obligation. Any assessment not paid within 30 days after its due date bears interest from the due date at the rate established from time to time by the Board of Directors, not to exceed the maximum lawful rate from time to time permitted under the laws of the State of Florida, nor to be less than ten percent (10%) per annum. The Association may bring an action at law, against any Owner personally obligated to pay such assessment, or foreclose its lien against the Lot. No Owner may waive or otherwise escape liability for the Association's assessments by nonuse of the Common Areas or by abandonment of such Owner's Lot or for any other reason except as determined by a court of competent jurisdiction. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving or otherwise impairing the Association's lien or its priority.
- (b) Foreclosure. The Association's lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorney's fees and any assessments against the Lot that become due during the period of foreclosure. All such costs, expenses and assessments are secured by the lien foreclosed. The Association has the right to bid at the legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such Lot as an owner but for purposes of resale only.

2.16 Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage, unless the Association's lien was recorded prior to the recording of the Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a First Mortgage foreclosure or any proceeding or conveyance in lieu thereof extinguishes the assessment lien as to payment that became due before such sale or transfer, unless such assessment was secured by a claim of lien for assessments that is recorded prior to recording of said First Mortgage. Any assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners (including the foreclosing First Mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due or from the Association's lien. The Association shall report to any First Mortgagee of a Lot any assessments remaining unpaid for more than 30 days and shall give such First Mortgagee 30 days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided the First Mortgagee has given the Association written notice of its mortgage, designating, by a proper legal description the Lot encumbered and stating the address to which notices shall be given. Nothing herein shall be construed to impose on the First Mortgagee any duty to collect assessments.

## ARTICLE III

### GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

3.1 Purpose of Maintenance Fund. The Board, for the benefit of the Owners, shall provide and shall, pay for out of the maintenance funds provided for in Article II above the following:

- (a) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.
- (b) Care and Preservation of the Common Areas, if any, and the Common Maintenance Areas.
- (c) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board, (provided that any Contract for management of the Association shall be terminable by the Association with no penalty upon ninety (90) days prior written notice to the managing party) and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or the manager.
- (d) Legal and accounting services.
- (e) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in an amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV.
- (f) Workers' Compensation insurance to the extent necessary to comply with any applicable laws.
- (g) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.
- (h) Any other materials supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

3.2 Powers and Duties of Board. The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

- (a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of the Owners.
- (b) To borrow funds to pay costs of operation secured by assignment or pledge of rights



against delinquent Owners if the Board sees fit.

- (c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.
- (d) To protect or defend the Common Areas and the Common Maintenance Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.
- (e) To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time, provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected (without limiting the generality of the foregoing language, the rules and regulations may provide for limitations on use of common recreational areas, if any, during certain periods by minors, visitors or otherwise).
- (f) To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.
- (g) To adjust the amount, collect, and use any insurance proceeds to repair damaged property or replace lost property, and if proceeds are insufficient to repair damages or replace lost property, to assess the Owners proportionate amounts to cover the deficiency.
- (h) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.
- (i) To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

3.3 Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

## ARTICLE IV

### COMMON AREAS

4.1 Title to Common Areas and Owner's Easements of Enjoyment. The Declarant will convey or cause to be conveyed to the Association, the title to the Common Areas at such time as in its sole discretion it deems appropriate but not more than one year following substantial completion of construction of the improvements located thereon or the time the United States Department of Housing and Urban Development insures any First Mortgage on a Unit, whichever shall first occur. The conveyance shall be Subject to taxes for the year of conveyance, restrictions, conditions and limitations of record, and easements for drainage and public utilities. Every Owner and his lessees have a nonexclusive right and easement of enjoyment in and to the Common Areas that is appurtenant to, and passes with, the

title to every Lot, subject to the easements and other property rights granted in this Article and to the following:

- (a) Dedication Mortgage. The Association's right to mortgage the Common Areas or to dedicate or to transfer all or any part of the Common Areas to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association. Such dedication, transfer or mortgage must be approved by at least two-thirds (2/3) of members at a meeting duly convened for such purpose, and shall be evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida. Further, such dedication, transfer or mortgage shall be subject to any easement for ingress or egress previously granted to an Owner or required by an Owner for access to a Unit.
- (b) Rules and Regulations. The Association's right to adopt, alter, amend, rescind, and enforce reasonable Regulations governing the use of the Common Area, as provided herein.
- (c) Legal Documents. The provisions of the Legal Documents and all matters shown on any plat of all or part of the property.
- (d) Suspension. The right of the Association to suspend the right of use of the Common Areas (except private streets or rights-of-way providing access to Lots) and the voting rights of an Owner 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 its published Rules and Regulations or the Legal Documents.
- (e) Easements. The right of the Original Declarant, and following the conveyance of the Common Areas to the Association, the Board of Directors of the Association to grant easements for utilities or drainage across all or any part of the Common Areas.
- (f) General. Real estate taxes and special assessments levied by governmental authorities having jurisdiction over the Common Areas and restrictions, limitations, easements of record. The foregoing easement is limited to using the Common Areas for their intended purposes in a reasonable manner, and with respect to any particular use or activity, it is limited to those portions of the Common Areas from time to time improved or otherwise suitable for such use or activity.

4.2 Association to Hold. The Association shall own all Common Areas and assume all maintenance obligations with respect to any Common Areas, which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area.

4.3 Liability Insurance. From and after the date on which title to any Common Areas vests in the Association, the Association shall purchase and carry a Comprehensive General Liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas. The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, and Directors, insuring each against liability to each other insured as well as third parties. This requirement may be satisfied by being named an additional insured under the insurance policies of the Master Association.

4.4 Condemnation. In the event of condemnation or a sale in lieu thereof all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

4.5 All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public. Any Owner may delegate his right of enjoyment and other rights in the Common Areas to any Persons from time to time lawfully occupying such Owner's Lot. Any delegation is subject to the Association's Regulations.

## ARTICLE V

### ARCHITECTURAL CONTROL

5.1 Architectural Review Committee. The Association shall maintain a standing committee identified as the Architectural Review Committee, ("ARC") composed of three or more persons, but shall always be composed of an odd number. The ARC may retain the services of an architect or landscape architect ("Professional Advisor") to assist the ARC in the performance of its duties under the Legal Documents. In the absence of specific action appointing members of the ARC, the Board of Directors shall be the committee members. The Board of Directors of the Association shall appoint the ARC members. Any reference in the Legal Documents to architectural approval by the Association shall be deemed to require the approval of the ARC. No member of the committee shall be entitled to compensation for services performed, except that the Professional Advisor, if any, shall be paid a uniform reasonable fee approved by the Board of Directors of the Association plus any actual expenses incurred in the performance of their duties. The fee and an estimation of expenses as determined by the ARC shall be paid by the applicant for approval at the time the application is submitted as hereinafter provided.

5.2 ARC Authority. The ARC may adopt, rescind, and amend reasonable rules and regulations ("Architectural Criteria") in connection with the foregoing, provided however, such rules and regulations: (i) shall be consistent with the provisions of this Declaration; and (ii) if the Board of Directors has not constituted itself as the ARC, shall have been approved by the Board of Directors before taking effect. Violations of the committee's rules and regulations shall be enforced by the Board of Directors in the name of the Association.

The ARC has full authority to regulate the use and appearance of the property to: (a) assure harmony of exterior design and location to surrounding buildings and topography; (b) protect and conserve desirability of the Property and Units as a residential community; (c) maintain, to the extent reasonably practical, the exterior design, appearance and landscaping of the improvements located on the Property and Units in substantially the same appearance and condition as existed at the completion of the construction of the approved Units, subject to normal wear and tear that cannot be avoided by normal maintenance; and (d) maintain compatibility of external appearance among the improvements located on the Property and Units. The power to regulate includes the power to prohibit and require the removal of (when constructed without ARC approval) those exterior appearances, uses or activities inconsistent with

the provisions of this Declaration or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community.

5.3 Submission of Plans. Prior to the initiation of construction of any improvements upon any Lot the Owner thereof shall first submit to the ARC a Request for Change, together with a complete set of plans and specifications for the proposed improvements including site plans, grading plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ARC for the performance of its function. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

5.4 Plan Review. Upon receipt by the ARC of all of the information required by this Article V, it shall have 14 days in which to review said plans. The proposed improvements will be approved if, in the sole opinion of the ARC: (a) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (b) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (c) the improvements will not result in the reduction in property value or use of adjacent property; and (d) the improvements will be substantially completed, including all cleanup within six (6) months of the date of commencement. In the event that the ARC fails to issue its written approval within fourteen (14) days of its receipt of the last of the materials or documents required to complete the Owner's Request for Change, the applicant shall refer the request to the board for resolution and appropriate action. All approvals shall terminate in one year.

5.5 Non-conforming Structures. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article V to the same extent as if erected without prior approval of the ARC. The ARC, the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and if successful shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

5.6 Inspection. The ARC or its designate shall inspect the improvement project after completion to assure compliance with the approved plans and specifications. If the ARC finds the project is not complying with the Request for Change or is unable to determine if the project is in compliance, then it shall report to the Board of Directors specifying the matters of alleged non-compliance. The Board of Directors, with reasonable notice of the non-compliance meeting, shall consider non-compliance matters, and shall afford the affected Owner or his representative an opportunity to be heard regarding such matters. The Board of Directors shall thereafter issue a directive finding the improvements are in substantial compliance, or excusing the non-compliance, or requiring the Owner to correct the noncompliant items

5.7 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Association neither the ARC members, the Board of Directors, the Professional Advisor nor the Association shall be liable to an Owner or such other Person and arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals whether given, granted or withheld. The Association shall defend any action brought against the ARC or any member thereof arising from acts or omissions of the ARC committed in good faith and without malice.

5.8 Address for Notice. Requests for ARC approval or correspondence with the ARC shall be addressed to Lakewood Architectural Review Committee and mailed or delivered to the current Chairperson of the ARC. No correspondence or request for approval shall be deemed to have been received until actually received by the ARC in satisfactory form.

## ARTICLE VI

### EASEMENTS

6.1 Utility Easements. The Association hereby grants perpetual, nonexclusive easements for the benefit of Association or its designees upon, across, over, through and under any portion of the Property owned by Association for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television. The Association itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on or in such easements.

6.2 Easements for Correct Drainage. The Association hereby reserves a blanket easement on, over and under the ground within the Property (except at the location of approved Units and paved driveways) to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon the Association to correct or maintain any drainage facilities within the Property.

6.3 Easement for Unintentional Encroachment. The Association hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Area caused by or resulting from, construction repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching property.

6.4 Entry Easement. In the event that the Owner fails to maintain the Lot or Unit as required herein or in the event of emergency, the Association and the ARC shall have the right to enter upon the Lot to inspect for compliance of the Architectural Criteria and Standards to make emergency repairs and to do reasonable work for the proper maintenance and operation of the Property. Entry upon the Lot or Unit as provided herein shall not be deemed as a trespass, and the Association or ARC shall not be liable for any damage so created unless such damage is caused by the Association's or ARC's willful misconduct or gross negligence.

6.5 Plat Basements. Easements for installation and maintenance of utilities, storm water retention or detention ponds, and/or a conservation area are reserved as may be shown on the Plat. 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 hinder or change the direction or flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

## ARTICLE VII

### USE AND OCCUPANCY

The Covenants and Restrictions governing the use of the property in the Lakewood subdivision of Windsor Parke are as follows:

7.1 Residential Use. All Lots and Units shall be used and occupied solely for single family residential purposes. No Lot or Unit may be used for commercial, institutional or other non-residential

purpose, if such use involves the attendance or entry of non-residents upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood. This prohibition shall not apply to "garage sales" conducted with the prior written consent of the Association, provided no Owner or occupant of a Lot may conduct one (1) garage sale of not more than two (2) days duration during any six (6) month period.

7.2 Rezoning Prohibited. No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the express consent of the Association, which may be withheld in their sole discretion. The Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

7.3 Occupancy and Leasing Restrictions. Each of the Units shall be occupied only by the Owner or lessee of a Unit, members of their family, their servants and nonpaying social guests. Entire units may be rented for a period not less than seven (7) months provided the occupancy is only by the lessee and the members of their family, servants and nonpaying social guests. The Owner must notify the Association in writing within ten (10) days of commencement of a lessee of the name of the tenant, the term of the lease, and the forwarding address of the Owner. The Owner will be jointly and severally liable with the tenant to the Association for any amount, which is required by the Association to repair any damage resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant. Special assessments may be levied against the Lot for such amounts. No rooms may be rented and no transients may be accommodated in a Unit. No lease may be for a period of less than seven (7) months without the approval of the Association.

7.4 Animals. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property except as provided by the Architectural Criteria and Standards. Dogs must be leashed or kept within property lines at all times. All pets are prohibited from the Club Property at all times.

7.5 Storage of Fuel Tanks. Garbage and Trash Receptacles. All above ground tanks, cylinder or containers for the storage of liquefied petroleum, gas or other fuel, garbage or trash must be approved by the ARC and shall be screened from view from adjacent Lots and any street. All trash, garbage and other waste shall be kept in sanitary containers, which shall be kept hidden from view or within an enclosure. Garbage and Trash is to be taken to the curb for pick no sooner than the 5:00 PM of the day prior to the designated day of pick-up. No fires for burning of trash, leaves, clippings or other debris shall be permitted on any part of the Property, including street rights-of-way.

7.6 Sewage Disposal and Water Service. Potable water and sewage facilities and service to the Property shall be supplied by the central water supply and sewage system providing service to the Property. No well of any kind shall be dug or drilled on the Property without the prior approval of the ARC, and then only for the purpose of providing landscape irrigation. No septic tank maybe constructed on any Lot. No sewage may be discharged on the open ground or into the lakes. No water from air conditioning systems or swimming pools shall be discharged into the wetlands, canals or lakes. There is a non-exclusive perpetual easement, in over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purpose of installation, maintenance and operation of water, drainage and sewage facilities.

7.7 Window Coverings and Air Conditioners. No aluminum foil, tinted glass or other reflective material shall be installed or maintained on any windows of a Unit. No window air conditioning units shall be permitted. All exterior components of air conditioning units shall be screened

from view from the street and other Lots by approved fences, walls or shrubbery, which shall be installed to minimize noise from the air conditioning unit.

#### 7.8 Wetlands

- (a) General. Only the Club Property Owner or the Master Association shall have the right to pump or otherwise remove any water from any lake, stream, pond, lagoon, marsh or other wetlands situated in whole or in part upon the Property for the purpose of irrigation or other use notwithstanding that all or a portion of such wetlands may be located within a Lot. Subject to drainage easements to the City of Jacksonville, Florida, the Master Association shall have the sole and absolute right to control the water level and quality of such lakes and wetlands and to control the growth and eradication of plants, animals, fish and fungi in any such lakes and wetlands. The height, grade and contour of any lake embankment shall not be changed without the prior written consent of the Master Association. No docks, moorings, pilings, bulkheads or other structures shall be constructed on such embankments.
- (b) Recreational Use. Portions of the Property, including the lakes, are subject to a conservation easement in favor of the St. Johns River Water Management District as shown on the Plat. Owners may not conduct any activities in the conservation area in violation of the easement. No swimming, bathing, boating or similar activity is permitted in any lake or wetland.
- (d) Governmental Permits. Reference is made to the St. Johns River Water Management District ("SJRWMD") Permit No. 4-031-0307 and 40-031-0222M2 and subsequent surface water management permits issued by SJRWMD for Windsor Parke. No construction of improvements and no dredging or filling activities are permitted on the waterside of the jurisdictional limit lines as shown on the plat and plans submitted to SJRWMD in connection with said permit, as amended and supplemented (copies of which are on file in the offices of the St. Johns River Water Management District) except as allowed by said permit and as may be allowed by future permits. The foregoing provisions may be enforced by the SJRWMD and may not be amended without the approval of the SJRWMD.

7.9 General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored, or emitted within the Property in violation of law. No noxious, destructive, or offensive activity or excessive noise is permitted within the Property, nor shall anything be done within the Property that may constitute a nuisance to any other Person lawfully occupying any Lot. Each Owner shall defend, indemnify, and hold the Association and other Owners harmless against all loss from damage or waste caused by such Owner, or by any occupant of such Owner's Lot. Notwithstanding the foregoing, or any other provision of the Declaration to the contrary, an Owner's liability to the Association for unintentional acts or omissions is limited to the available proceeds of any and all insurance maintained by such Owner or the Association if, at the time of such act or omission, such Owner or the Association has insurance in force complying with the requirements of this Declaration. Collection of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any

Owner because of any unintentional act or omission for which such Owner is responsible under this paragraph.

7.10 Construction Standards. Lots may only be improved by the construction thereon of a Unit in accordance with plans and specifications for such Unit approved in writing by the ARC in accordance with the authority and procedures described in Article V hereof. Exposed concrete block is prohibited.

7.11 Size and Minimum Floor Elevation Limitations. The Units reconstructed or replaced on each Lot shall not exceed the height of thirty-five (35) feet above grade level. Minimum floor elevations must comply with Hill, Boring and Associates, Inc. Neighborhood Drainage dated March, 1989, which is on file at the Association's office. Units shall have a minimum square footage of One Thousand Eight Hundred (1,800) square feet of heated and cooled interior living area, exclusive of garages, porches and patios. Total ground coverage shall not exceed thirty-five percent (35%) of the Lot surface area.

7.12 Other Structures. Without the prior written approval of the ARC, no tents, sheds, trailers, tanks, storage buildings, clothes lines, arbors, gazebos, swimming pools, or structures of any type, whether similar or dissimilar to those herein enumerated and whether intended to be temporary or permanent, may be erected on a Lot. No trailer, basement, garage, or any outbuilding of any kind shall be at any time used as a residence either temporarily or permanently.

7.13 Maintenance of the Property. The ARC reserves the right to insist the owner maintain the exterior appearance of the home in accordance with the provisions of the Architectural Criteria and Standards. Grass should be frequently mowed and hedges trimmed so as to avoid a neglected appearance. Sod replacement may be necessary to avoid dead spots or weed infestation in the lawn. The eaves of the roof and house trim should be periodically cleaned to as to avoid the streaking. Roof shingles should be free of stains and algae build-up.

7.14 Fences and Easement Rights.

- (a) All fences and walls must be approved by the ARC prior to installation or modification and in accordance with the provisions of the Architectural Criteria and Standards. No fences are allowed in front yards. The location of the fence may not encroach on the easement areas of the property.
- (b) Preservation of Easement Rights, Specific reference is made to the easements shown on the Plat and reserved in this Declaration. No fence, wall, or other improvements that interfere with exercise of these easement rights may be constructed, installed or maintained in these easement areas. Any improvements or landscaping located in these easement areas are subject to removal at the expense of the Owner of the Lot when requested by the grantee of the easement.

7.15 Setback Lines. To assure that location of dwellings will be staggered where practical and appropriate so that the maximum amount of view and breeze will be available to each dwelling and that the structures will be located with regard to the topography of each Lot and to preserve specimen hardwood trees, the ARC shall have the right to control absolutely and to solely decide the precise site



and location of any replacement dwelling, addition to an existing Unit or other structure upon all Lots, subject to compliance with zoning regulations. Except in instances of irregular Lot configurations or when there is a special hardship, the ARC shall not approve set-backs less than twenty (20) feet from the front lot line, fifteen (15) feet from side street lot lines, five feet (5) for side lot lines (subject to an aggregate separation of not less than fifteen (15) feet between Units), and twenty (20) feet from rear lot lines, except that the rear setback for Lakefront Lots shall be ten (10) feet from the top of the lake bank. The Association may not waive specific setback lines applicable to any Lots in the Property by limitations as shown on the Plat or recorded document.

7.16 Parking Restrictions and Garages.

- (a) Guest parking is allowed only on one side of the street to allow free passage to emergency vehicles.
- (b) Only functional vehicles (automobiles, vans, motorcycles and trucks of three quarter (3/4) ton capacity or less) may be parked on the driveway. Other vehicles (commercial vehicles with advertising thereon, boats, campers, trailers) may not remain on the property for more than 48 hours. Boats, trailers and other vehicles that are not Permitted Vehicles may be regularly parked only in the garage of a Unit.
- (c) No parking places may be constructed on any Lot, except with the express prior approval of the ARC and as constructed in accordance with approved plans and specifications. Public right-of-ways shall not be used for supplemental Owner parking. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours, or the occasional parking or vehicles by delivery personnel or guests of Owners in a manner not complying with this paragraph.
- (d) No garage shall be permanently enclosed or converted to another use. All garages must have electric door openers which shall be maintained in useful condition and shall be kept closed when not in use. All Units must be constructed with garages attached or detached which shall contain at least two parking places with a minimum of three hundred sixty (360) square feet of usable space appropriate for the parking of Permitted Vehicles. Garage entrances shall face toward the side or front of the Lot wherever possible.

7.17 Mechanical Equipment. All mechanical equipment shall be located so as to minimize the view from the street and neighboring properties by the use of landscaping or masonry walls not to exceed four (4) feet in height. HVAC units, pool mechanical equipment and other noise generating equipment shall be located away from bedrooms of adjacent property owners to the extent possible solar equipment shall be located so as to minimize the visibility from the street.

7.18 Lakefront Lots and the Bulkheads. Retaining walls with pilings and related structures

("Bulkhead") are installed on some or all of the Lakefront Lots that separates the upland portion of the Lot from the waters of the lake. Each Owner of a Lakefront Lot by acceptance of his or her deed accepts all of the obligations and liabilities associated with the ownership of waterfront property, including without limitation the risk of personal injury, death, or property damage, and releases and forever discharges the Association, and their respective directors, officers, employees, contractors and agents from all liability or obligation for any loss, damage, personal injury, death, loss, cost or expenses arising from or in connection with the ownership of the Lakefront Lot or the Bulkhead located thereon. Each Lot Owner shall indemnify and hold harmless the Association and their respective directors, officers, employees, contractors and agents from all liabilities, obligations, claims, losses, damages, costs or death including reasonable attorneys' fees and cost incurred by the Association as a result of or arising from any property damage, personal injury or death occurring on or near the Owner's Lakefront Lot or in connection with the location of the Bulkhead thereon.

7.19 Outdoor Drying of Laundry. Outdoor drying of laundry or other items must be done in areas that are completely screened from view from the Club Property, adjacent Lots and any street. All clothes lines or drying racks must be approved in writing by the ARC. No rugs, drapes, or other items shall be hung from any portion the exterior of any Unit.

7.20 Club Property. The golf course adjacent to the Property (identified herein as the Club property) is not a part of the Common Areas and is not available for use by residents, guests or visitors of the Property, unless such persons have registered with the golf course office and paid all applicable fees.

7.21 Alterations, Modifications and Maintenance of Exteriors. An Owner may not cause or permit any alteration, modification, renovation or reconstruction to be made to the structural components, roof, or exterior of his Unit including driveways and parking areas, nor make any additions to the exterior of his Unit without the prior written approval of the ARC, except that an Owner shall maintain, repair and replace the exterior of his Unit and Lot with materials of the same style, color and of equal or greater quality as originally constructed in accordance with approved plans and specifications.

7.22 Actions Requiring ARC Approval. Any action, change or modification to the exterior of any dwelling or accessory building and to the exterior appearance of any lot requires prior written approval from the ARC. The following is a list of items requiring written approval by the ARC prior to the start of any exterior change, modification or installation work. This list is not all inclusive. Contact the ARC to determine if a Homeowner's Request for Change Form should be submitted. The ARC has formulated, and the Board approved, the Architectural Criteria and Standards which govern all changes to the exterior of all dwellings and the appearance of all lots. These Architectural Criteria and Standards are hereby incorporated to this Declaration by reference and have the full force and effect of the requirements of this Declaration. Actions Requiring ARC Approval has been divided into three (3) classes as enumerated below.

Class 1 - Minor Actions

- A. New or major changes to landscaping or flowerbeds cost of greater than \$500.00.
- B. Installation of basketball goals, playground or recreational equipment.
- C. Painting of exterior doors.
- D. Lawn, landscaping or exterior of the property not maintained to Association standards.
- E. Decorative flags exceeding fifteen square feet (15sqft), yard art, and ornaments other than

seasonal items.

- F. Signs and Mailboxes.
- G. First violation of substandard maintenance of the dwelling or lot.

Class 2 - Significant Actions

- A. Removal or cutting of any tree greater than eight inches (8"0) in diameter.
- B. Painting or refinishing of exterior wall surfaces and trim.
- C. New windows with a different exterior look.
- D. Installation of satellite dishes, flag poles, TV or radio antenna or masts and other similar appurtenances.
- E. Enclosing and /or extending porch, deck or lanai.
- F. Second violation of substandard maintenance of the dwelling or lot.
- G. Installation or modification of fences.
- H. Painting or resurfacing a driveway or sidewalks.
- I. New pool installation or modification.
- J. Screened Enclosures.
- K. Tents, sheds, trailers, tanks, storage buildings, arbors, gazebos, swimming pools, or structures of any type, whether similar or dissimilar to those herein enumerated shall be erected, whether intended to be permanent or temporary.

Class 3 - Prohibited Actions -- Prohibited Actions are those which are prohibited by the provisions of this Declaration, including, but not limited to the actions listed below:

- A. Car repairs in the driveway longer than 48 hours.
- B. Storing/Parking of RV's, boats, campers, commercial vehicles over 48 hours.
- C. Permanent parking of non-functioning vehicles in the driveway.
- D. Parking of cars in the street for a period longer than 48 hours.
- E. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except pets and small birds.
- F. No aluminum foil, tinted glass or other reflective material shall be installed or maintained on any windows of a Unit. No window air conditioning units shall be permitted.
- G. Fences or hedges in the front yard.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Enforcement.

- (a) Process of Enforcement. After an owner has been notified by the ARC or Board in writing of a violation of the Legal Documents, including the requirements of the Architectural Criteria and Standards, the owner shall have a grace period of two (2) weeks to correct the violation or restore the item to the original condition before the applicable remedies and penalties are imposed. The owner should contact the ARC Chairperson at once if the owner intends to correct the violation but cannot accomplish the correction within the two weeks. The ARC, at its sole discretion,

may extend this grace period not to exceed one (1) month. After the grace period expires the Rights of Association shall be imposed. The preceding process cannot be applied to violations of Class 3 - Prohibited Actions.

- (b) Rights of the Association. Declarant reserves the right for the Association, following ten (10) days written notice to the Owner of the Lot specifying a violation of the Legal Documents, to enter upon any Lot to correct any violation of the Legal Documents or to take such other action at the expense of the Owner as the Association deems necessary to enforce these covenants and restrictions. The Owner of the Lot shall pay the Association on demand the actual cost of such enforcement plus twenty (20%) percent. In the event that such charges are not paid on demand, the charges shall bear interest at the maximum legal rate of interest from the date of demand. The Association may, at its option, bring action at law against the Owner personally obligated to pay the same or upon giving the Owner thirty (30) days written notice of an intention to file a claim of lien against a Lot, may file and foreclose such lien.
  
- (b) Legal Proceedings. The Association or the Owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents. If the Association is the prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, or if any Owner obtains the enforcement of any provision of the Legal Documents against any Owner, other than the Association, then such party may recover all costs and expenses, including reasonable attorneys' fees incurred in trial and appellate proceedings from such non-prevailing Owner. In no event may such costs and expenses be recovered against the Association unless otherwise provided by Law. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's Lot, as provided in the Articles entitled "Covenant for Assessments."
  
- (c) No Waiver. Failure by the Association or by any Owner to enforce any covenant, restriction or Regulation will not constitute a waiver of the right to do so at any time nor shall such failure to enforce create any liability for the Association to any Owner or any other Person.

8.2 Term and Renewal. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, and shall be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, and assigns and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors, and assigns, for a period of forty (40) years from the date this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten (10) years each, unless sixty-seven percent (67%) of the then Owners elect not to re-impose them as evidenced by an instrument executed by such Owners and recorded during the six months immediately preceding the beginning of any renewal period.

### 8.3 Amendment.

- (a) Declarant. The Declarant (Association) reserves and shall have the right without the joinder or consent of any Owner, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person except the Master Declarant: (i) to amend this Declaration to comply with any requirements of a governmental agency, institutional First Mortgagee or other Person (including the Federal National Mortgage Association, Veterans Administration or the Federal Housing Authority) willing to make, insure, guarantee or purchase mortgage loans secured by a Lot, (ii) to amend this Declaration or the other Legal Documents to cure any ambiguity or error or any inconsistency between these provisions or other Legal Documents or the plat, or (iii) to comply with any Law affecting the Property.
- (b) Owners. Subject to specific provisions of this Declaration, which shall supersede the provisions of this paragraph, this Declaration shall be amended by the Association with the formalities form time to time required of a deed under the laws of the State of Florida and signed by not less than sixty-seven percent (67%) of the voting interests of the Association. No amendment shall be effective until recorded but the Association's proper execution entitles it to public record, notwithstanding the informal execution by the requisite percentage of Owners.

8.4 Other Approvals. The following actions require the prior approval of the Association and the Master Declarant and the holders of sixty-seven percent (67%) of the First Mortgagees within the Property, the Federal Housing Authority, the Veterans Administration and the United States Department of Housing and Urban Development: (a) amendment of this Declaration, except as expressly provided in (a) of the last preceding paragraph; (b) alienation or encumbrancing of all or any portion of the Common Areas; (c) the merger, consolidation, or dissolution of the Association and (d) the annexation of additional lands or extension of the provisions of this Declaration to lands other than the Additional Lands.

8.5 Penalties and Remedies. In accordance with the provisions of Article VII and VIII, the Association is empowered to enforce violations of this Declaration and the Architectural Criteria and Standards, which are incorporated herein by reference and have the full force and effect of the requirements of this Declaration. The following paragraphs list the penalties and remedial actions to violations of the various classes of actions of Article VII, section 7.22, including the following actions taken without ARC prior written approval. All remedial actions must have prior written approval by the ARC.

Class 1 Violations are minor actions taken without ARC prior written approval. If corrective action is not taken within the grace period specified in Section 8.1(a) Process of Enforcement, the Owner shall be assessed at \$100.00 penalty and require the remedial action, which could include removal, relocation, ARC directed change and/or restoration to original condition.

Class 2 Violations are significant actions taken without ARC prior written approval. If corrective action is not taken within the grace period specified in Section 8.1(a) Process of Enforcement, the Owner shall be assessed at \$500.00 and require the remedial action, which could include removal,

relocation, ARC directed change and/or restoration to allowed condition.

Class 3 Violations are prohibited actions, which shall be assessed at \$1,000.00 and require the action to be removed, immediately stopped and/or restored to the allowed condition.

8.6 Rights of First Mortgagees. Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights:

- (a) Inspection. Inspection may occur during normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Legal Documents and Regulations and the books, records, and financial statements of the Association.
- (b) Financial Statements. Upon written request (to the Secretary of the Association) to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies.
- (c) Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.
- (d) Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Legal Documents. Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving written notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its First Mortgage; (ii) any 60 day delinquency in the payment of assessments or charges owed by the Owner of any Lot encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of any insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of the specified percentage of mortgage holders.

8.7 Severability. Invalidation of any provision of the Legal Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect, provided however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Legal Documents when necessary to avoid a finding of invalidity while effectuating Declarant's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

8.8 Notices. Any notice required to be sent to any Owner shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as the

Owner on either the records of the Association or the public records of Duval County, Florida at the time of such mailing.

IN WITNESS WHEREOF, Declarant has executed this Declaration the date first stated above.

Signed, sealed and delivered in the presence of:

WITNESSES

Lakewood at Windsor Parke Association, Inc.

\_\_\_\_\_

By: \_\_\_\_\_

President

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2012 by Coral Gorey, the President of Lakewood at Windsor Parke Association, Inc. on behalf of the Association.

\_\_\_\_\_

Print Name:

Notary Public, State of Florida

My Commission expires:

Personally known \_\_\_ or produced identification \_\_\_\_\_. Type of identification \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2012.