

Prepared by /Return to:  
Dale G. Westling, Sr., Esq.  
437 E. Monroe Street, Suite 300  
Jacksonville, FL 32202

**AMENDED NOTICE OF LAKEWOOD (WINDSOR PARKE - UNIT TEN) , UNDER §720.3032, FLORIDA STATUTES, AND NOTICE TO PRESERVE AND PROTECT COVENANTS AND RESTRICTIONS FROM EXTINGUISHMENT UNDER THE MARKETABLE RECORD TITLE ACT, CHAPTER 712, FLORIDA STATUTES**

1. Legal name of Association: LAKEWOOD (WINDSOR PARKE - UNIT TEN)
2. Mailing and physical address of Association:  
  
Mailing Address: 4051 Glenhurst Drive North, Jacksonville, Florida, 32224  
  
Physical Address: 4051 Glenhurst Drive North, Jacksonville, Florida, 32224
3. Names of the subdivision plats or, if none, common name of community: LAKEWOOD (WINDSOR PARKE - UNIT TEN)
4. Name, address, and telephone number for management company, if any: N/A Self-Managed
5. This notice does constitute a notice to preserve and protect covenants or restrictions from extinguishment under the Marketable Record Title Act.
6. The following Covenants and Restrictions affecting the Community which the Association desires to be preserved from extinguishment:
  - A. Declaration of Covenants, conditions, easements and restrictions for Lakewood (Windsor Parke - Unit Ten) recorded at O.R. 8035, Page 534-558, of the current public records of Duval County, Florida. Said are attached hereto.
  - B. Certificate of Amendments of the Declaration of Covenants and restrictions; Articles of Incorporation; and By-Laws recorded at O. R. Bk 15955, Page 1355, Number of pages 65, of the current public records of Duval County, Florida. Said are attached hereto.
7. This Notice shall also preserve any amendments to the declaration of record whether expressly set forth above or otherwise.
8. The legal description of the community affected by a list and Covenants and Restrictions is attached hereto as Exhibit "A" (consisting of one page).

expressly set forth above or otherwise.

8. The legal description of the community affected by a list and Covenants and Restrictions is attached hereto as Exhibit "A" (consisting of one page).

This Notice is filed by DONALD G MICHELS, President of the Association this 06 day of OCTOBER, 2023.

LAKEWOOD (WINDSOR PARKE - UNIT TEN)

WITNESSES

Donald G Michels  
Representative Lakewood (Windsor Parke- Unit Ten)

Carol Slattery  
Signature of Witness 1

DONALD G MICHELS  
Printed Name

CAROL SLATTERY  
Printed Name of Witness 1

Wade H. Ediford Jr.  
Signature of Witness 2

WADE H. Ediford Jr.  
Printed Name of Witness 2

STATE OF FLORIDA )  
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of 0 physical presence or 6<sup>th</sup> online notarization this 06<sup>th</sup> day of OCTOBER, 2023, by DONALD MICHELS, who is personally known by me or has produced a driver's license as identification.

Sworn to and subscribed before me this 6 day of OCTOBER, 2023.

Sharleen Thompson-Messinese  
Signature of Notary Public, State of Florida



Unit 10

**WINDSOR PARKE UN**CITY OF JACKSONVILLE DUVAL COUNTY  
SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28

Book 8035 Pg 558

**CAPTION**

A PART OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL "A"**

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, AND RUN NORTH 0135°00' WEST, ALONG THE EAST LINE THEREOF, 332.10 FEET; THENCE SOUTH 88°25'00" WEST, A DISTANCE OF 1482.24 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, PROCEED NORTH 31°43'50" EAST, A DISTANCE OF 175.45 FEET; THENCE NORTH 07°37'41" WEST, A DISTANCE OF 170.00 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WINDSOR PARKE DRIVE NORTH; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 73°42'08" WEST, A DISTANCE OF 78.01 TO A POINT ON A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 510.00 FEET, THENCE WESTERLY 381.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 84°51'20" WEST, 372.88 FEET; THENCE SOUTH 20°54'18" EAST, A DISTANCE OF 243.15 FEET, LEAVING SAID RIGHT-OF-WAY LINE; THENCE SOUTH 42°38'28" EAST, A DISTANCE OF 384.48 FEET; THENCE NORTH 08°37'57" EAST, 175.63 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH,

**PARCEL "B"**

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, AND RUN NORTH 0135°00' WEST, ALONG THE EAST LINE THEREOF, 332.10 FEET; THENCE SOUTH 88°25'00" WEST, A DISTANCE OF 1482.24 FEET; THENCE NORTH 31°43'50" EAST, A DISTANCE OF 175.45 FEET; THENCE NORTH 07°37'41" WEST, A DISTANCE OF 170.00 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WINDSOR PARKE DRIVE NORTH; THENCE PROCEED NORTH 13°08'08" WEST, A DISTANCE OF 81.83 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DRIVE AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, PROCEED NORTH 08°48'50" WEST, A DISTANCE OF 840.58 FEET, LEAVING SAID RIGHT-OF-WAY LINE; THENCE NORTH 08°37'11" WEST, A DISTANCE OF 682.08 FEET; THENCE NORTH 28°24'18" WEST, A DISTANCE OF 81.39 FEET; THENCE NORTH 44°00'40" WEST, A DISTANCE OF 44.66 FEET; THENCE NORTH 80°23'33" WEST, A DISTANCE OF 77.82 FEET; THENCE NORTH 89°15'38" WEST, A DISTANCE OF 71.81 FEET; THENCE SOUTH 27°38'18" WEST, A DISTANCE OF 108.60 FEET; THENCE NORTH 74°35'20" WEST, A DISTANCE OF 88.58 FEET; THENCE SOUTH 03°24'18" WEST, A DISTANCE OF 587.87 FEET; THENCE SOUTH 11°48'53" EAST, A DISTANCE OF 877.37 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 580.00 FEET AND BEING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DRIVE; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 587.88 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 84°55'19" EAST, 382.40 FEET; THENCE SOUTH 73°42'08" EAST, A DISTANCE OF 28.83 FEET TO THE POINT OF BEGINNING.

**APPROVED FOR RECORD**

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN EXAMINED, ACCEPTED, AND APPROVED BY THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, PURSUANT TO THE CITY ORDINANCE No. 94-225-511 OF SAID CITY, ADOPTED BY ITS COUNCIL, AND ACCEPTED BY ITS MAYOR ON THIS 22ND DAY OF JUNE, A.D. 1994.

*John G. Manges*  
 Director of Public Works

*1/30/95*  
 Date

**CLERK'S CERTIFICATE 95-020113**

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, FLORIDA, AND SUBMITTED TO ME FOR RECORDING, AND IS RECORDED IN PLAT BOOK 49, PAGES 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

*Henry W. Cook*  
 Henry W. Cook, Clerk of the Circuit Court

*M. Y. Wilson*  
 Deputy Clerk

**SURVEYOR'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE ABOVE PLAT IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED, AND DESCRIBED IN THE CAPTION, THAT THE SURVEY WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF FLORIDA STATUTE 177, THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE, AND THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND PERMANENT CONTROL POINTS WILL BE PLACED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND THE CITY OF JACKSONVILLE, FLORIDA.

SIGNED AND SEALED THIS 16<sup>TH</sup> DAY OF November, A.D. 1994.

*Arthur A. Mastromicola Jr.*  
 Arthur A. Mastromicola Jr.  
 Registered Land Surveyor No. 4188, Florida

**EXHIBIT "A"**

Bk: 8035  
Pg: 534 - 558  
Doc# 95030875  
Filed & Recorded  
02/16/95  
01:35:40 P.M.  
HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 114.00

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
LAKEWOOD  
(WINDSOR PARKE - UNIT TEN)

This Declaration of Covenants is made this 7<sup>TH</sup> day of OCTOBER, 1994 by JTB Land Development, Inc., a Florida corporation, having an address at 6900 Southpoint Drive, North, Suite 430, Jacksonville, Florida 32216 (the "Declarant").

RECITALS

Whereas, Declarant is the owner of 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, Declarant desires to establish an association of 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 easements owned by or 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 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 supplement said covenants by the imposition of the additional covenants herein contained;

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 declares that the Property shall be subject to the covenants, restrictions, easements, reservations and liens herein established, which shall be covenants running with the land and which shall be binding upon and inure to the benefit of Declarant and its successors and assigns.

W I T N E S S E T H

ARTICLE I

DEFINITIONS

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

Prepared by and Return To:  
Bert C. Simon, Esquire  
Gartner, Brock & Simon  
1660 Prudential Drive, #203  
Jacksonville, Florida 32207

1.2 "Architectural Criteria" means the Regulations from time to time adopted by the A.R.C. and approved by the Board of Directors pertaining to construction standards for improvements constructed within the Property.

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 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 JTB Land Development, Inc., 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 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 "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.

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

1.13 "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.

1.14 "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 1749, 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 "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.

1.18 "Mortgagee" means the Person(s) named as the obligee 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.

1.19 "Owner" means the record owner, 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. Declarant is an Owner as to each Lot owned by the Declarant.

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

1.21 "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.

1.22 "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.

1.23 "PUD 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.

1.24 "Regulations" means any rules and regulations regarding the use of the Property duly adopted by the Association in accordance with the Legal Documents, including the Architectural Criteria.

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

1.26 "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, and the sale, lease, or other disposition of the Property in parcels, but does not include the construction of Units except when constructed by Declarant. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

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. The Association shall have two classes of voting membership.

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

(b) Class B. The Class B member shall be the Declarant who owns Lots or Units that have never been occupied and who shall be entitled to three (3) votes for each unoccupied Lot owned by it. The Class B membership shall cease and be converted to Class A membership not more than one hundred twenty (120) days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or seven (7) years after conveyance of the first Lot by Declarant, whichever occurs earlier. Class B membership shall be reinstated at any time before the expiration of 7 years from the date of conveyance of the first Lot if additional Lots owned by Class B member are annexed into the Association in sufficient numbers to restore a ratio of at least one Class B Lot to each three Class A Lots in the overall area subject to the Declaration.

(c) 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, and such suspension shall apply to the proxy authority of the voting representative, if any.

2.3 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 and by Declarant, so long as Declarant is a member of the Association. 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, although 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 or the Declarant at the Association's principal office, where copies also may be purchased at a charge to cover reproduction costs.

2.4 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. In addition, any such action shall require the written approval of the Declarant for so long as the Declarant is a member of the Association.

2.5 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.

2.6 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.

2.7 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.

(i) Until January 1 of the year immediately following the recording of this Declaration, the maximum annual maintenance assessment shall be Sixty Dollars (\$60.00) for each fully assessable Lot. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(ii) Commencing with the fiscal year beginning January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner other than Declarant and each year thereafter, the Board of Directors, at its annual meeting next preceding such date, 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 each class 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 month following the recordation of this Declaration. If the operation of this Declaration is extended to additional lands, as provided herein, then the Annual Assessment begins against all Lots within each such extension on the first day of the first month following the recording in the public records of an amendment to this Declaration extending its operation to such additional lands. The first annual assessment against any Lot shall be prorated according to the number of months then remaining in the fiscal year.

(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 (excluding transfer to the Declarant or Persons in the business of constructing improvements on Lots for resale purposes), the transferee shall pay to the Association a working capital contribution equal to two 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, Declarant has installed a retaining wall 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 assessment shall be payable by each such Lakefront Lot Owner as part of and in the same manner as the annual maintenance assessment.

2.8 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 (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

2.9 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 thereof 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.

2.10 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 his 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.

2.11 Uniformity of Assessments. Except as specifically provided herein, the annual maintenance assessment and any special assessments must be uniform throughout the Property, except that any Lot owned by Declarant and which is not being occupied as a residence is exempt from the annual maintenance assessments and special assessments; provided that Declarant shall have agreed to fund the deficits, if any, between the aggregate amount assessed Class A members and Declarant, and the total expenses of the Association during the applicable period. Declarant shall be obligated to fund such deficits only as they are actually incurred by the Association. The Declarant shall cease to pay any portion of the deficit of the annual operating expenses of the Association under the provisions of this paragraph when Declarant is no longer entitled to elect a majority of the Board of Directors of the Association. Thereafter, the Declarant shall pay an annual maintenance assessment amount attributable to any Lots then owned by Declarant and which are not being occupied as a residence at one-half (1/2) the rate assessed against Lots owned by Owners other than Declarant. This provision is not and shall not be construed as a guaranty or representation as to the level of assessment imposed under the provisions of this Article. Declarant may assign this exemption in whole or in part in any Person who acquires two or more Lots for construction and resale of Units. Upon transfer of title of an exempt Lot other than for purposes of completing the Work, such Lot shall be assessed in the applicable amount established against Lots owned by the Class A members of the Association, prorated as of, and commencing on the first day of the month following the date of transfer of title.

2.12 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.

2.13 Lien for Assessments. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' 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.

#### 2.14 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 attorneys' fees, and any assessments against the Lot that become due during the period of foreclosure. All such costs and 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.

2.15 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 fund 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 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 any 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 all 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 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 each class 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 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 general comprehensive public liability insurance 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, Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. This requirement may be satisfied by being named as 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

5.0 Architectural Review Committee. The Declarant shall initially appoint, and thereafter the Association shall maintain, a standing committee identified as the Architectural Review Committee, (the "A.R.C.") composed of three or more persons who need not be Owners. The A.R.C. may retain the services of an architect or landscape architect (the "Professional Advisor") to assist the A.R.C. in the performance of its duties under the Legal Documents. In the absence of specific action appointing members of the A.R.C., the Board of Directors shall be the committee members. The Declarant shall retain the right to appoint the A.R.C. members until the first to occur of a) the sale by Declarant of all the Lots in the Property or b) ten (10) years from the date this Declaration is recorded. Thereafter the Board of Directors of the Association shall appoint the A.R.C. members. Any reference in the Legal Documents to architectural approval by the Association shall be deemed to require the approval of the A.R.C. 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 A.R.C. shall be paid by the applicant for approval at the time the application is submitted as hereinafter provided.

5.2 A.R.C. Authority. Unless the Declarant is designated by this Declaration to regulate a particular item, the A.R.C. has full authority to regulate the use and appearance of the exterior of the Property to: (a) assure harmony of external design and location in relation to surrounding buildings and topography; (b) protect and conserve the value and desirability of the Property as a residential community; (c) maintain, to the extent reasonably practical, the exterior design, appearance and landscaping of the improvements located on the Property in substantially the same appearance and condition as existed at the completion of 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. The power to regulate includes the power to prohibit, and require the removal of (when constructed without A.R.C. 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. The A.R.C. may adopt, rescind, and amend reasonable rules and regulations (the "Architectural Criteria") in connection with the foregoing; provided, however, such rules and regulation: (i) shall be consistent with the provisions of this Declaration; and (ii) if the Board of Directors has not constituted itself as the A.R.C., 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.

5.3 A.R.C. Approval. Except for all construction relating to the Work and items installed by Declarant as part of the Work, no building, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added on to upon any portion of the Property without the prior written consent of the A.R.C. The foregoing requires the A.R.C.'s prior approval for any and all construction, changes (including color changes), alterations, additions, reconstruction, improvements, or of any nature whatsoever on any Lot or to the exterior of a Unit within the Property unless any structure, use, or activity is expressly permitted by the Architectural Criteria.

5.4 Submission of Plans. Prior to the initiation of construction upon any Lot, the Owner thereof shall first submit to the A.R.C. 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 A.R.C. 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.

5.5 Plan Review. Upon receipt by the A.R.C. 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 A.R.C.: (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; and (iv) the improvements will be substantially completed, including all cleanup, within six (6) months of the date of commencement [twelve (12) months for the construction of a complete house]. In the event that the A.R.C. 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 submission, the A.R.C.'s approval shall be deemed to have been granted without further action. All approvals shall terminate in one year.

5.6 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 A.R.C. The A.R.C., 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.

5.7 Inspection. The A.R.C. or its designate shall inspect the construction after completion to assure compliance with the approved plans and specifications and shall issue a certificate of compliance if the improvements substantially comply with the approved plans and specifications and any non-compliance does not materially violate the provisions of this Declaration or the Architectural Criteria. If the A.R.C. refuses or is unable to issue a certificate of compliance, then it shall report to the Board of Directors specifying the matters of non-compliance. The Board of Directors shall consider the matters of non-compliance and shall afford the affected Owner or his representative an opportunity to be heard regarding such matters following reasonable notice of the meeting at which these matters will be considered. The Board of Directors shall thereafter issue a directive excusing



the non-compliance or requiring the Owner to correct the non-compliant items.

5.8 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant or the Association neither the Declarant, the A.R.C. 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 A.R.C. or any member thereof arising from acts or omissions of the A.R.C. committed in good faith and without malice.

5.9 Address for Notice. Requests for A.R.C. approval or correspondence with the A.R.C. shall be addressed to Lakewood Architectural Review Committee and mailed or delivered c/o Group IV Properties, Inc., 6900 Southpoint Drive, North, Suite 430, Jacksonville, Florida 32216 in Duval County, Florida, or such other address as may be designated from time to time by the A.R.C. No correspondence or request for approval shall be deemed to have been received until actually received by the A.R.C. in form satisfactory to the A.R.C.

## ARTICLE VI

### EASEMENTS

6.1 Utility Easements. The Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Property owned by Declarant 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. Declarant, for 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. Upon cessation of Class B membership, the Association shall have the right to grant the easements described herein.

6.2 Declarant's Easement of Correct Drainage. As long as Class B membership shall be in effect, Declarant 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 Declarant to correct or maintain any drainage facilities within the Property. Upon cessation of Class B membership, the Association shall have the right to exercise the easements described herein.

6.3 Easement for Unintentional Encroachment. The Declarant 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 to the extent of such encroachment.

6.4 Entry Easement. In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonable necessary for the

proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed as a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

**6.5 Plat Easements.** Easements for installation and maintenance of utilities, stormwater retention/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

**7.0 Residential Use.** All Lots and dwellings shall be used and occupied for single family residential purposes. No Lot or dwelling 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 that no Owner or occupant of a Lot may conduct more than 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 and Declarant, which may be withheld in Declarant's sole discretion. Declarant or 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 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 lease, 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 six 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 that caged birds and other common household pets may be kept by the occupants of each Unit subject to the Association's Regulations, provided such pets are not kept, bred or maintained for any commercial purpose and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property. Dogs

must be leashed or kept within enclosed areas at all times. All pets are prohibited from the recreational facilities, if any, located on the Common Area. 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 liquified petroleum, gas or other fuel, garbage or trash, must be approved by the A.R.C. and shall be screened from view from adjacent Lots and any street. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Unit, or in refuse containers concealed from view, and in accordance with the Association's Regulations. 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. All 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 A.R.C., and then only for the purpose of providing landscape irrigation. No septic tank may be 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 Signs and Mailboxes. No sign of any kind shall be displayed to public view within the Property except customary address signs approved by the A.R.C., and an approved lawn sign of not more than four (4) square feet in size advertising a Lot for sale or rent. All signs permitted by this subsection are subject to the A.R.C.'s Regulations. The size, design and color of all mailboxes and the supporting structures must be approved by the A.R.C. and must comply with Postal Service regulations.

7.8 Window Coverings and Air Conditioners. Without the prior written approval of the A.R.C., 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.

#### 7.9 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.

(c) 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 waterward 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.

7.10 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 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 nor 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.

7.11 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 A.R.C. in accordance with the procedures described in Article V hereof. All exterior materials and appearances must be approved by the A.R.C. Exposed concrete block is prohibited. Similar exterior elevations will not be permitted on Lots immediately adjacent or across from each other.

7.12 Size and Minimum Floor Elevation Limitations. The Units constructed 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 (1800) 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.

7.13 Other Structures. Without the prior written approval of the A.R.C., 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, except that children's play structures may be located in the rear yard of Lots that are not Golf Front or Lake Front Lots without A.R.C. approval. Swimming pools must be located behind the Unit with the pool walls not closer than four feet to a line

extended from and aligned with the side walls of the Unit, and any pool enclosures may not extend beyond that line. No trailer, basement, garage, or any outbuilding of any kind shall be at any time used as a residence either temporarily or permanently. No picnic areas and no detached outbuildings shall be erected or permitted to remain on any Lot prior to the start of construction of a permanent residence thereon.

7.14 Landscaping. In connection with the construction of improvements on any vacant Lot, complete landscaping plans must be submitted and approved with the plans and specifications for construction of the Unit in accordance with the procedures described in Article V hereof. All landscaping plans must include a minimum expenditure established from time to time by the A.R.C. for landscaping plants (exclusive of sod, fill dirt, grading, mulch, irrigation systems and design fees). Applicable water management permits require irrigation systems to be supplied by shallow wells. If an automatic underground sprinkler system is to be installed, the plans must include the location of the shallow well and details on the pumping system and irrigation system. No hardwood trees of six (6) inches or more in diameter or softwood trees of eight (8) inches or more in diameter at a point two (2) feet above the ground may be removed without the written approval of the A.R.C., unless, as to hardwoods, located within five (5) feet, and as to softwoods within ten (10) feet, of an approved building site for a Unit or within the area of an approved driveway. Siting of Units and other improvements on Lots shall be done to preserve specimen hardwood trees whenever possible. Any Person removing trees in violation of this covenant shall pay to the Declarant (or the Association following transfer of control of the Board of Directors from Declarant) a stipulated liquidated damage sum of \$30.00 per inch of diameter measured as stated above for each tree, up to a maximum liquidated damage sum of \$5,000 for any Lot. No hedges or hedge like grouping of plants exceeding four (4) feet in height shall be permitted without the written approval of the A.R.C. No artificial grass, plants or other artificial vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot. The lake banks of all Lakefront Lots must be sodded and irrigated with automatic sprinkling systems and irrigation from top of bank to the water's edge. The rear twenty (20) feet of Golf Front Lots shall not be cleared of any trees or shrubs, except that palmetto plants may be removed with A.R.C. approval.

#### 7.15 Fences.

(a) General. All fences and walls must be approved by the A.R.C. prior to installation or modification. In general, fences and walls, are discouraged that define property lines. Hedges or dense vegetation is the preferred method for privacy screening. No fence or wall may exceed six feet in height. No chain link, barbed wire or other forms of wire fences are permitted. Decorative wrought iron or other metal fences when used to surround pools may be approved by the A.R.C. No fence, except decorative wrought iron or aluminum fences approved by the A.R.C., may be erected on any Lot adjoining a golf course or lake.

(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.

7.16 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 A.R.C. shall have the right to control absolutely and to solely decide the precise site and location of any dwelling 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 A.R.C. 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 or the top of the bank for Lakefront Lots. Declarant reserves the right to establish specific setback lines applicable to any unsold Lots in the Property by limitations shown on the Plat or by recorded document.

7.17 Parking Restrictions and Garages.

(a) Parking. Unless and until the Association promulgates Regulations expressly authorizing the parking, storage, or repair, of boats, trailers, recreational vehicles, or other vehicles, no vehicle, boat, or trailer may be parked, stored, or repaired, anywhere within the Property except that functional passenger automobiles, vans, motorcycles, and trucks of one-half ton capacity or less (collectively, "Permitted Vehicles") may be parked in those areas described in this paragraph. Boats, trailers and other vehicles that are not Permitted Vehicles may be regularly parked only in the garage of a Unit. Permitted Vehicles may be parked only within a garage of a Unit or in the driveway. No parking places may be constructed on any Lot, except as constructed in accordance with approved plans and specifications. Commercial vehicles or any Permitted Vehicles with advertising thereon shall not be parked within public view on a regular basis. No part of the Common Areas or of the public right-of-ways shall be regularly used for 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 of vehicles by delivery personnel or guests of Owners in a manner not complying with this paragraph.

(b) Garages. No garage shall be permanently enclosed or converted to another 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. All garages must have electric door openers which shall be maintained in a useful condition and shall be kept closed when not in use. Garage entrances shall face toward the side or rear of the Lot wherever possible.

(c) Driveways. All improved Lots shall have a paved driveway constructed of a material approved by the A.R.C. as part of the plans and specifications.

7.18 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 including the installation of window air conditioners, without the prior written approval of the A.R.C., 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.

7.19 Antenna Systems. No television or radio masts, towers, poles, antennas, aerials, satellite dishes, or similar appurtenances shall be erected, constructed, or maintained on the exterior of any Unit or Lot.

7.20 Declarant's Signs. Signs or billboards may be erected by the Declarant.

7.21 Lakefront Lots and the Bulkheads. As part of the Work, Declarant has installed a retaining wall 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. 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 Declarant and the Association, and their respective directors, officers, employees, contractors and their respective directors, officers, employees, contractors and agents from all liability or obligation for any loss, damage, personal injury, death, loss, cost or expense arising from or in connection with the ownership of the Lakefront Lot or the Bulkhead located thereon. Each lakefront Lot Owner shall indemnify and hold harmless the Declarant and the Association and their respective directors, officers, employees, contractors and agents from all liabilities, obligations, claims, losses, damages, costs or expenses including reasonable attorneys' fees and cost incurred by the Declarant or 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.

7.22 Political Signs. Not more than two (2) political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidate or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than 30 days in advance of the election to which they pertain and are removed within 7 days after the election

7.3 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 A.R.C. No rugs, drapes, or other items shall be hung from any portion of the exterior of any Unit.

7.24 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. No walking, bicycle riding, jogging, skating, pet walking or other activities are permitted on the Club Property at any time.

## ARTICLE VIII

### OPERATION AND EXTENSION

8.0 Effect Upon Additional Lands. With respect to the Additional Lands, if any, the provisions of this Declaration are not self-executing and shall be of no legal force and effect unless from time to time extended to all or any portion of the Additional Lands by a recorded amendment to this Declaration, that declares all or a part of the Additional Land to be subject to the provisions hereof. Declarant agrees that all extensions shall be

in accordance with the general plan of development established by this Declaration and the PUD Ordinance. Declarant or any person to whom Declarant has assigned its rights to develop the Additional Land may execute and record such an amendment or amendments without the consent or joinder of any Owner, the Association, or any other Person. The provisions of this Declaration then automatically shall be extended to the portion of the Additional Lands described in such amendment and shall run with such lands and be binding upon all Persons having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns. Until the foregoing occurs this Declaration does not constitute an encumbrance or restriction upon the title to all or any portion of the Additional Lands. If the provisions of this Declaration have not been so extended to the Additional Lands on or before fifteen years from the date this Declaration is recorded, then the Declarant, its successors or assigns shall no longer have the right to extend the provisions of this Declaration as provided in this Article.

8.1 Other Extensions. The extension of the provisions of this Declaration to any lands other than the Additional Lands requires the approval of two-thirds (2/3) of each class of the members of the Association. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and the Owners of all interests in lands to which the provisions of this Declaration are extended with the formalities from time to time required for a deed under the laws of the State of Florida.

## ARTICLE IX

### GENERAL PROVISIONS

#### 9.0. Enforcement.

(a) Rights of Declarant and Association. Declarant reserves the right for the Declarant or 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 Declarant or the Association deems necessary to enforce these covenants and restrictions. The Owner of the Lot shall pay Declarant or 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. Declarant or 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 Declarant, 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 or the Declarant 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 Declarant or the Association, then such party may recover all costs and expenses, including reasonable attorneys' fees incurred in trial and appellate proceedings from such nonprevailing Owner. In no event may such costs and expenses be recovered against the Association or Declarant, 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 Declarant, the Association or by any Owner to enforce any covenant, restriction, 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 Declarant or the Association to any Owner or any other Person.

9.1 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 Declarant, the Association or any Owner, their respective heirs, successors, and assigns, for a period of 40 years from the date this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten years each, unless sixty-seven percent (67%) of the then Owners elect not to reimpose them as evidenced by an instrument executed by such Owners and recorded during the six months immediately preceding the beginning of any renewal period.

#### 9.2 Amendment.

(a) Declarant. The Declarant reserves and shall have the right without the joinder or consent of any Owner, the Association, 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, guaranty, or purchase mortgage loans secured by a Lot; or (ii) to amend this Declaration or the other Legal Documents to cure any ambiguity or error or any inconsistency between these provisions and the other Legal Documents or the Plat; or (iii) to comply with the requirements of any Law affecting the Property.

(b) Owners. Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended by the Association with the formalities from 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 in the Association. No amendment shall be effective until recorded but the Association's proper execution shall entitle it to public record, notwithstanding the informal execution by the requisite percentage of Owners.

9.3 Other Approvals. All of the following actions require the prior approval of the Declarant and the Master Declarant (for so long as Declarant owns any Lots for sale in the ordinary course of business) and the holders of sixty-seven percent (67%) of the First Mortgagees within the Property and, as the same may be required while there is a Class B membership, 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 the Article entitled "Operation and Extension" and in subparagraph (a) of the last preceding paragraph; and (b) alienation or encumbrancing of all or any portion of the Common Areas; and (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.

9.4 Reservation of Right to Release Restrictions. Subject to applicable zoning regulations, in each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure

encroaches upon any set-back or easement area or the Common Area, Declarant reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the set-back or easement area or the Common Areas without the consent or joinder of any Person irrespective of who owns the affected lands, so long as Declarant, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception to an Owner, the exception granted shall be binding upon all subsequent Owners of the affected Lots.

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

(a) Inspection. 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; and

(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; and

(c) Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a 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 a specified percentage of mortgage holders.

9.6 Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted, or enforced to prevent Declarant, or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Declarant whatever it or they determine to be necessary, convenient, or desirable to complete the Work. The foregoing includes the right for Declarant and any Person designated by Declarant in writing to construct and use signs, construction trailers, or buildings, model units, design centers, and offices for sales and resales of Lots.

9.7 Assignment. Declarant may assign to any Person, including Persons engaged in the business of constructing improvements on Lots for resale purposes, all or some of the rights, privileges and exemptions granted herein to developer in

connection with the ownership, use, or development of a portion of the Property including by way of example the rights, privileges and exemptions described in paragraph 9.7 hereof. Any such assignment shall be non-exclusive unless otherwise notes, and shall be effective only for so long as such right, privilege or exemption would inure to the benefit of Declarant.

9.8 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.

9.9 Notices. Any notice required to be sent to any Owner, or the Declarant under the provisions of this Declaration 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. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

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

Signed, sealed and delivered  
in the presence of:

WITNESSES

JTB LAND DEVELOPMENT, INC.,  
a Florida corporation

By: Gus Sankers  
Gus Sankers, Vice President

Alex Alexander  
Print Name: Alex Alexander  
Lynn Thurston  
Print Name: Lynn Thurston

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7TH day of OCTOBER, 1994 by Gus Sankers, the Vice President of JTB Land Development, Inc., a Florida corporation, on behalf of the corporation.



FRANZEL E. ALEXANDER  
My Commission CG334348  
Expires Dec. 06, 1997  
Bonded by HAI  
800-422-1555

Franzel E. Alexander  
Print Name: FRANZEL E. ALEXANDER  
Notary Public, State of FLORIDA  
My Commission expires: DEC 6, 1997

Personally known ☒ or produced identification \_\_\_\_\_. Type of identification: \_\_\_\_\_.

October 3, 1994  
WP-LW-10.DEC

Unit 10

**WINDSOR PARKE UN**CITY OF JACKSONVILLE DUVAL COUNTY  
SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28

Book 8035 Pg 558

**CAPTION**

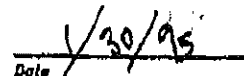
A PART OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL "A"**FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, AND RUN NORTH  $01^{\circ}35'00''$  WEST, ALONG THE EAST LINE THEREOF, 332.10 FEET; THENCE SOUTH  $88^{\circ}25'00''$  WEST, A DISTANCE OF 1482.24 FEET TO THE POINT OF BEGINNING.FROM THE POINT OF BEGINNING, PROCEED NORTH  $31^{\circ}43'50''$  EAST, A DISTANCE OF 175.45 FEET; THENCE NORTH  $07^{\circ}57'41''$  WEST, A DISTANCE OF 178.69 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WINDSOR PARKE DRIVE NORTH; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH  $73^{\circ}42'06''$  WEST, A DISTANCE OF 78.01 TO A POINT ON A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 510.00 FEET, THENCE WESTERLY 381.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A CHORD BEARING AND DISTANCE OF SOUTH  $84^{\circ}51'20''$  WEST, 372.68 FEET; THENCE SOUTH  $20^{\circ}54'16''$  EAST, A DISTANCE OF 243.15 FEET, LEAVING SAID RIGHT-OF-WAY LINE; THENCE SOUTH  $42^{\circ}56'29''$  EAST, A DISTANCE OF 384.48 FEET; THENCE NORTH  $08^{\circ}57'57''$  EAST, 175.63 FEET TO THE POINT OF BEGINNING.

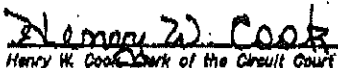
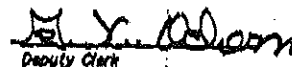
TOGETHER WITH,

**PARCEL "B"**FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 28 EAST, AND RUN NORTH  $01^{\circ}35'00''$  WEST, ALONG THE EAST LINE THEREOF, 332.10 FEET; THENCE SOUTH  $88^{\circ}25'00''$  WEST, A DISTANCE OF 1482.24 FEET; THENCE NORTH  $31^{\circ}43'50''$  EAST, A DISTANCE OF 175.45 FEET; THENCE NORTH  $07^{\circ}57'41''$  WEST, A DISTANCE OF 178.69 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WINDSOR PARKE DRIVE NORTH; THENCE PROCEED NORTH  $13^{\circ}08'08''$  WEST, A DISTANCE OF 81.83 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DRIVE AND THE POINT OF BEGINNING.FROM THE POINT OF BEGINNING, PROCEED NORTH  $08^{\circ}48'50''$  WEST, A DISTANCE OF 640.58 FEET, LEAVING SAID RIGHT-OF-WAY LINE; THENCE NORTH  $08^{\circ}57'11''$  WEST, A DISTANCE OF 682.08 FEET; THENCE NORTH  $28^{\circ}24'18''$  WEST, A DISTANCE OF 81.39 FEET; THENCE NORTH  $44^{\circ}00'40''$  WEST, A DISTANCE OF 44.66 FEET; THENCE NORTH  $80^{\circ}23'35''$  WEST, A DISTANCE OF 77.82 FEET; THENCE NORTH  $89^{\circ}16'38''$  WEST, A DISTANCE OF 71.81 FEET; THENCE SOUTH  $27^{\circ}38'19''$  WEST, A DISTANCE OF 106.50 FEET; THENCE NORTH  $74^{\circ}35'20''$  WEST, A DISTANCE OF 88.50 FEET; THENCE SOUTH  $03^{\circ}24'18''$  WEST, A DISTANCE OF 587.87 FEET; THENCE SOUTH  $11^{\circ}48'53''$  EAST, A DISTANCE OF 877.37 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 580.00 FEET AND BEING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DRIVE; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 387.88 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH  $84^{\circ}55'19''$  EAST, 382.40 FEET; THENCE SOUTH  $73^{\circ}42'06''$  EAST, A DISTANCE OF 28.93 FEET TO THE POINT OF BEGINNING.**APPROVED FOR RECORD**

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN EXAMINED, ACCEPTED, AND APPROVED BY THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, PURSUANT TO THE CITY ORDINANCE No. 94-555-511 OF SAID CITY, ADOPTED BY ITS COUNCIL, AND ACCEPTED BY ITS MAYOR ON THIS 22nd DAY OF JUNE, A.D. 1994.

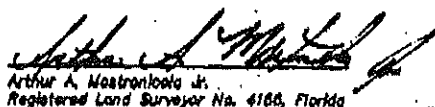
  
Dean E. Mauer  
Director of Public Works  
Date 1/30/95**CLERK'S CERTIFICATE 95-020113**

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, FLORIDA, AND SUBMITTED TO ME FOR RECORDING, AND IS RECORDED IN PLAT BOOK 49, PAGE 51, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, THIS 31st DAY OF FEBRUARY, A.D. 1995.

  
Henry W. Cook, Clerk of the Circuit Court  
M. Y. Wilson  
Deputy Clerk**SURVEYOR'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE ABOVE PLAT IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED, AND DESCRIBED IN THE CAPTION, THAT THE SURVEY WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF FLORIDA STATUTE 177, THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE, AND THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND PERMANENT CONTROL POINTS WILL BE PLACED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND THE CITY OF JACKSONVILLE, FLORIDA.

SIGNED AND SEALED THIS 16th DAY OF November, A.D. 1994.

  
Arthur A. Neutron, Jr.  
Registered Land Surveyor No. 4168, Florida

B

Prepared by, record and return to:  
Brian M. Rowland  
Brian Rowland, P.A.  
P.O. Box 56047  
Jacksonville, FL 32241

**CERTIFICATE OF AMENDMENTS  
OF THE DECLARATION OF COVENANTS AND RESTRICTIONS;  
ARTICLES OF INCORPORATION; AND BY-LAWS  
FOR  
LAKEWOOD  
(Windsor Parke – Unit Ten)**

I, Carol Gorey, in my capacity as President of Lakewood at Windsor Parke Association, Inc. (the "Association"), hereby certify that, the attached Exhibit "1" contains the signatures of sixty-seven percent (67%) or more of the current voting interest of the Association who, after review and comment regarding the attached Exhibits 2, 3 and 4, by their signatures have voted to approve and adopt, the:

- (A) **Second Amended and Restated Declaration of Covenants and Restrictions for Lakewood;**
- (B) **Amended and Restated Articles of Incorporation of Lakewood at Windsor Parke Association, Inc.;**
- (C) **Amended and Restated By-Laws of Lakewood at Windsor Parke Association, Inc.; and**
- (D) **all exhibits and attachments thereto, including without limitation, the Architectural Criteria and Standards.**

In further identification of the governing documents so amended and restated, they are, more specifically:

(1) the 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, and subsequently, that certain Amended and Restated Declaration of Covenants and Restrictions for Lakewood (Windsor Parke Unit Ten) in Official Records Volume 8049, page 1663 of the Public Records of Duval County, Florida, and all other amendments thereto except as may be expressly exempted herein;

(65)

(2) the Articles of Incorporation of Lakewood at Windsor Parke Association, Inc., a Florida non-profit corporation whose corporate document number is N95000000904, filed with the Florida Secretary of State, Division of Corporations, February 23, 1995, as may have been from time to time amended; and

(3) all previous By-Laws and architectural criteria and standards previously duly adopted by the Association.

*The amendments are as follows:*

1. A true and correct copy of the SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKEWOOD, and its attachments, including without limitation, the ARCHITECTURAL CRITERIA AND STANDARDS, is attached hereto as Exhibit "2" and incorporated herein by this reference.

2. A true and correct copy of the AMENDED AND RESTATED ARTICLES OF INCORPORATION OF LAKEWOOD AT WINDSOR PARKE ASSOCIATION, INC., is attached hereto as Exhibit "3" and incorporated herein by this reference.

3. A true and correct copy of the AMENDED AND RESTATED BY-LAWS OF LAKEWOOD AT WINDSOR PARKE ASSOCIATION, INC., is attached hereto as Exhibit "4" and incorporated herein by this reference.

There are no further amendments or restatements.

[the remainder of this page is intentionally blank]

IN WITNESS WHEREOF, Lakewood at Windsor Parke Association, Inc., has caused this Certificate of Amendments to be executed in accordance with the authority hereinabove expressed this 19 day of May, 2012.

Signed, Sealed and Delivered in the presence of the following witnesses:

LAKEWOOD AT WINDSOR  
PARKE ASSOCIATION, INC.,  
(CORPORATE SEAL)

John Morris  
Print Name: John Morris

Carol Gorey  
Carol Gorey,  
as its President

Liese Lowry  
Print Name: LIESE LOWRY

COUNTY OF DUVAL

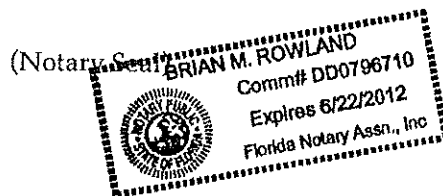
STATE OF FLORIDA

On this 19<sup>th</sup> day of MAY, 2012, personally appeared Carol Gorey, in her capacity as President of Lakewood At Windsor Parke Association, Inc., who is [check one]:

☒ personally known to me, or

☐ who presented \_\_\_\_\_ as identification,

and who acknowledged before me that he executed this instrument for the purposes herein expressed.



Brian M. Rowland  
NOTARY PUBLIC, State of Florida  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "1"**  
TO  
**CERTIFICATE OF AMENDMENTS**  
(may constitute multiple pages)

The undersigned, each as a voting owner or duly appointed owner representative of a lot at Lakewood at Windsor Parke Association, Inc. (the "Association"), do by their signature below vote their member vote associated with their lot, to approve and adopt the following amended and restated governing documents of the association, unconditionally and irrevocably waiving all meeting requirements and objections to methodology of approval and adoption:

**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKEWOOD**, and its attachments, including without limitation, the **ARCHITECTURAL CRITERIA AND STANDARDS**.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF LAKEWOOD AT WINDSOR PARKE ASSOCIATION, INC.**

**AMENDED AND RESTATED BY-LAWS OF LAKEWOOD AT WINDSOR PARKE ASSOCIATION, INC.**

SIGNATURES OF LOT OWNER OR OWNER REPRESENTATIVE VOTING **IN FAVOR** OF ALL AMENDED AND RESTATED DOCUMENTS UNDERSTANDING THAT THE AMENDED AND RESTATED DOCUMENTS CONSTITUTE SUBSTANTIAL REWORDING OF THE ORIGINALS, AS AMENDED. THE UNDERSIGNED HAS HAD AMPLE OPPORTUNITY TO REVIEW THE PRESENT TEXT OF ALL SUCH DOCUMENTS AND HAS EITHER TAKEN SUCH OPPORTUNITY OR KNOWINGLY WAIVES SUCH OPPORTUNITY:

SIGN: *Patrick J. Gabley*  
PRINT: PATRICK J. GABLEY  
ADDRESS: 4057 Glenhurst Dr. N  
JAX, 32224 DATE: 4-27-12

SIGN: *Doug Tew*  
PRINT: DOUG TEW  
ADDRESS: 4050 GLENHURST DR N  
JAX, 32224 DATE: 4-27-12

SIGN: *J.E. Walter*  
PRINT: J.E. WALTER  
ADDRESS: 4056 Glenhurst  
DATE: 27 APR 12

SIGN: *D.G. Kucel*  
PRINT: D.G. KUCHEL  
ADDRESS: 4057 Glenhurst Dr. N  
JAX 32224 DATE: 27 4/12

SIGN: *Craig A. Bartenfeld*  
PRINT: CRIG A. BARTENFELD  
ADDRESS: 4062 Glenhurst Dr. N  
JAX 32224 DATE: 4-28-12

SIGN: *Stephanie Kussel*  
PRINT: STEPHANIE KUSSEL  
ADDRESS: 4006 Glenhurst Dr  
DATE: 4/28/12

SIGN: *James O'Brien*  
PRINT: JAMES O'BRIEN  
ADDRESS: 4073 Glenhurst Dr  
JAX FL 32224 DATE: 4/28/12

SIGN: *John R. Mulhern*  
PRINT: JOHN R. MULHERN  
ADDRESS: 4085 GLENHURST DR  
JAX DATE: 4/28/12

SIGN: *Patricia Hall*  
PRINT: PAMELA HALL  
ADDRESS: 4096 Glenhurst N  
DATE: 4/28/12

SIGN: *Marlene Young*  
PRINT: MARLENE YOUNG  
ADDRESS: 4080 Glenhurst  
DATE: 4-28-12

SIGN: *Lisa Lucalvira*  
PRINT: LISA LUCALVIRA  
ADDRESS: 4084 N. Glenhurst  
DATE: 4/28/12

SIGN: *Rosemary Englis*  
PRINT: ROSEMARY ENGELIS  
ADDRESS: 4078 Glenhurst E  
JAX DATE: 28 Apr 12



**EXHIBIT " 1 "**  
**TO**  
**CERTIFICATE OF AMENDMENTS**  
*(may constitute multiple pages)*

The undersigned, each as a voting owner or duly appointed owner representative of a lot at Lakewood at Windsor Parke Association, Inc. (the "Association"), do by their signature below vote their member vote associated with their lot, to approve and adopt the following amended and restated governing documents of the association, unconditionally and irrevocably waiving all meeting requirements and objections to methodology of approval and adoption:

**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKEWOOD**, and its attachments, including without limitation, the **ARCHITECTURAL CRITERIA AND STANDARDS**.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF LAKEWOOD AT WINDSOR PARKE ASSOCIATION, INC.**

**AMENDED AND RESTATED BY-LAWS OF LAKEWOOD AT WINDSOR PARKE ASSOCIATION, INC.**

SIGNATURES OF LOT OWNER OR OWNER REPRESENTATIVE VOTING **IN FAVOR** OF ALL AMENDED AND RESTATED DOCUMENTS UNDERSTANDING THAT THE AMENDED AND RESTATED DOCUMENTS CONSTITUTE SUBSTANTIAL REWORDING OF THE ORIGINALS, AS AMENDED. THE UNDERSIGNED HAS HAD AMPLE OPPORTUNITY TO REVIEW THE PRESENT TEXT OF ALL SUCH DOCUMENTS AND HAS EITHER TAKEN SUCH OPPORTUNITY OR KNOWINGLY WAIVES SUCH OPPORTUNITY:

SIGN: <u>[Signature]</u> PRINT: <u>JAMES A. JACOBS</u> ADDRESS: <u>4044 GLENHURST DR. N.</u> DATE: <u>4-28-12</u>	SIGN: <u>[Signature]</u> PRINT: <u>Ernest Medina</u> ADDRESS: <u>4035 GLENHURST</u> DATE: <u>4-28-12</u>	SIGN: <u>[Signature]</u> PRINT: <u>Gordon P. Hahn</u> ADDRESS: <u>4036 GLENHURST</u> DATE: <u>4-28-12</u>
SIGN: <u>[Signature]</u> PRINT: <u>Todd Smith</u> ADDRESS: <u>4003 Glenhurst</u> DATE: <u>4-28-12</u>	SIGN: <u>[Signature]</u> PRINT: <u>Cathy Terry</u> ADDRESS: <u>4015 Glenhurst</u> DATE: <u>4-28-12</u>	SIGN: <u>[Signature]</u> PRINT: <u>John DeVincenzi</u> ADDRESS: <u>4014 GLENHURST</u> DATE: <u>4-28-12</u>
SIGN: <u>[Signature]</u> PRINT: <u>DAVID BOUTON</u> ADDRESS: <u>4030 GLENHURST DR.</u> DATE: <u>4/28/12</u>	SIGN: <u>[Signature]</u> PRINT: <u>BRIAN DIETRICK</u> ADDRESS: <u>4045 GLENHURST</u> DATE: <u>4/29/12</u>	SIGN: <u>[Signature]</u> PRINT: <u>RICHARD O. SPELMA</u> ADDRESS: <u>4033 Glenhurst</u> DATE: <u>4/30/12</u>
SIGN: <u>[Signature]</u> PRINT: <u>Lisa G. Brady</u> ADDRESS: <u>4030 Glenhurst Dr. N.</u> DATE: <u>5/6/12</u>	SIGN: <u>[Signature]</u> PRINT: <u>Philip Mills</u> ADDRESS: <u>4003 Glenhurst Dr.</u> DATE: <u>5-7-12</u>	SIGN: <u>[Signature]</u> PRINT: <u>John Morris</u> ADDRESS: <u>4069 Glenhurst</u> DATE: <u>5/8/12</u>

**EXHIBIT " 1 "**  
TO  
CERTIFICATE OF AMENDMENTS  
(may constitute multiple pages)

The undersigned, each as a voting owner or duly appointed owner representative of a lot at Lakewood at Windsor Parke Association, Inc. (the "Association"), do by their signature below vote their member vote associated with their lot, to approve and adopt the following amended and restated governing documents of the association, unconditionally and irrevocably waiving all meeting requirements and objections to methodology of approval and adoption:

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKEWOOD, and its attachments, including without limitation, the ARCHITECTURAL CRITERIA AND STANDARDS.

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF LAKEWOOD AT WINDSOR PARKE ASSOCIATION, INC.

AMENDED AND RESTATED BY-LAWS OF LAKEWOOD AT WINDSOR PARKE ASSOCIATION, INC.

SIGNATURES OF LOT OWNER OR OWNER REPRESENTATIVE VOTING IN FAVOR OF ALL AMENDED AND RESTATED DOCUMENTS UNDERSTANDING THAT THE AMENDED AND RESTATED DOCUMENTS CONSTITUTE SUBSTANTIAL REWORDING OF THE ORIGINALS, AS AMENDED. THE UNDERSIGNED HAS HAD AMPLE OPPORTUNITY TO REVIEW THE PRESENT TEXT OF ALL SUCH DOCUMENTS AND HAS EITHER TAKEN SUCH OPPORTUNITY OR KNOWINGLY WAIVES SUCH OPPORTUNITY:

SIGN: [Signature]  
PRINT: Bev Yorp  
ADDRESS: 4111 Glenhurst  
Dr. S. DATE: 4/30/2012

SIGN: [Signature]  
PRINT: M Storm  
ADDRESS: 4110 G S  
DATE: 4/30/12

SIGN: [Signature]  
PRINT: Bar Walshe  
ADDRESS: 13730 Mesbury  
JAX, FL DATE: 5-16-12

SIGN: [Signature]  
PRINT: E.W. CASTELLANI  
ADDRESS: 4117 GLENHURST  
DR.S. JAX DATE: 4/30/12

SIGN: [Signature]  
PRINT: LEYSE LOWRY  
ADDRESS: 4116 GLENHURST VA  
DATE: 5-1-2012

SIGN: [Signature]  
PRINT: William H. Waresch  
ADDRESS: 4021 GLENHURST DR  
JAX 32224 DATE: 5-15-12

SIGN: [Signature]  
PRINT: JUDITH A. JORDAN  
ADDRESS: 4123 GLENHURST DR  
JAX 32224 DATE: 4/30/12

SIGN: [Signature]  
PRINT: BETTY LARUE  
ADDRESS: 4097 GLENHURST  
JAX 32224 DATE: 5-7-12

SIGN: [Signature]  
PRINT: Mark Sandor  
ADDRESS: 4027 Glenhurst  
Jax FL 32224 DATE: 5-19-12

SIGN: [Signature]  
PRINT: Brenda Thigpen  
ADDRESS: 4104 Glenhurst  
DATE: 4/30/12

SIGN: [Signature]  
PRINT: SKIP ROYANOWSK  
ADDRESS: 4079 GLENHURST  
DATE: 5/8/12

SIGN: \_\_\_\_\_  
PRINT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
DATE: \_\_\_\_\_

**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
LAKEWOOD  
(Windsor Parke – Unit Ten)**

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**EXHIBIT "2"**  
**SECOND AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**LAKEWOOD**  
*(Windsor Parke – Unit Ten)*

This Second Amended and Restated Declaration of Covenants and Restrictions for Lakewood (Windsor Parke – Unit Ten) (this "Declaration") is made this 29<sup>th</sup> day of May, 2012, by the Owners as members of Lakewood at Windsor Parke Association, Inc., (the "Association").

**NOTICE**

This Declaration amends and restates the Prior Declaration (identified below) except as any provision therein or exhibit thereto is expressly incorporated herein by reference. For the avoidance of doubt, (i) this Declaration does not amend or replace Articles of Incorporation or By-laws of the Association, any such amendments to those documents may be provided by separate instrument, as and if duly adopted; (ii) nothing herein is intended, or shall be deemed, to amend or replace those exhibits of the Original Declaration (indicated below) or the Prior Declaration, which indicate Common Areas, Lot boundaries, Lot Owners' share of common expenses or proportionate voting interest of any Lot Owner; and (iii) nothing herein is intended, or shall be deemed, to amend any matter requiring the consent of lienors or mortgagees, or to lessen their rights or increase their obligations under Florida Law. To the extent any provision herein below has any such effect, such provision shall be void *ab initio* without effect on the remainder of this Declaration.

**RECITALS**

WHEREAS, JTB Land Development, Inc., on February 16, 1995, recorded that certain 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 "Original Declaration"), and subsequently, on March 10, 1995 recorded that certain Amended and Restated Declaration of Covenants and Restrictions for Lakewood (Windsor Parke Unit Ten) in Official Records Volume 8049, page 1663 of the Public Records of Duval County, Florida (as may be additionally amended prior to this Declaration, the "Prior Declaration").

WHEREAS, pursuant to Section 1.8 of the Prior Declaration, JTB Land Development, Inc., designated WP Parcel "C", LTD., the Original Declarant designated the Association as the successor Declarant with the duties and obligations thereof, and

WHEREAS, certain real property known as Windsor Parke, Unit Ten, indicated on the plat thereof recorded in the Public Records of Duval County, Florida, Plat Book 49, Pages 61, 61A, 61B and 61C, herein referred to as the "Property", was made subject to the Prior Declaration which declaration's covenants and restrictions provided therein run with the land, and

WHEREAS, since the time of recording the plat and the Prior Declaration, residential parcels (the "Lots" as defined herein below) within the Property have been sold to individual parcel owners who are members of the Association by virtue of their ownership, and such Lots are bound by the Prior Declaration, and

WHEREAS, the Association is charged with maintaining the property owned by it 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 the enforcement of the covenants and restrictions of the Prior Declaration, and

WHEREAS, the Association, as "Declarant" desires to amend the Prior Declaration by the terms and provisions set forth herein.

NOW THEREFORE, after due and proper notification of Owners and the obtaining of sufficient Owners' approval, the Owners hereby amend and restate the Prior Declaration and declares that the Property shall be subject to the covenants, restrictions, easements, and reservations contained in this Declaration which shall constitute covenants running with the land and which shall be binding upon and inure to the benefit of Association and the Members, and their successors and assigns.

## WITNESSETH

### 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 "Articles" means the Articles of Incorporation of the Corporation duly adopted and filed with the Florida Secretary of State, Division of Corporations, as such may be amended

and/or restated from time to time.

1.4 "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.

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

1.6 "By-Laws" means the duly adopted By-Laws of the Corporation as such may be amended and/or restated from time to time.

1.7 "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.

1.8 "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.

1.9 "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.

1.10 "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.

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

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

1.13 "Governing Documents" collectively means this Declaration and any supplemental declarations made in accordance herewith, as amended from time to time, the Articles, By-Laws, and the Architectural Criteria and Standards, each as may be amended or restated from time to time. The Governing Documents were known as the "Legal Documents" in the Prior Declaration but are renamed herein to be in accord with the definition provided by Section 720.301(8), *Florida Statutes*.

1.14 "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.

1.15 "Law" means any applicable 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 having jurisdiction, including without limitation, administrative and judicial orders.

1.16 "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.

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

1.18 "Master Declaration" means the Declaration of Covenants and Restrictions for Windsor Parke recorded on December 18, 1992 in Official Records Volume 7479 Page 1141 of the Public Records of Duval County, Florida and any amendments and annexations thereto. The "Master Declarant" is the declarant identified in the Master Declaration, and for the avoidance of doubt, the Master Declarant is not to be confused with the Association, as Declarant of this Declaration.

1.19 "Member" means each Owner of a Lot located within the Property, and includes individuals, entities (i.e., corporations, LLC's, partnerships) and trusts who own any such Lot. An entity or trust's Membership is to be exercised by their elected or appointed representative, or trustee, as applicable. Membership is a required condition of Lot Ownership. Provided, however, in the case of an entity or trust, the Member entity or trust shall not have use of recreational facilities of the Common Areas as an entity or trust *per se*. Only Occupants duly occupying their Unit pursuant to Governing Documents shall be allowed such use.

1.20 "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.

1.21 "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.

1.22 "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.

1.23 "Occupant" a person lawfully dwelling within a Unit, such as the Owner and their family members or Tenants and their family members, and their guests or visitors who dwell on a temporary basis. For the avoidance of doubt, all Occupants are bound to abide by the terms and conditions of the Governing Documents as applicable to them and Owners are strictly responsible under the Governing Documents for the conduct of Occupants and their acting in accord with the Governing Documents. Occupants, by virtue of being an Occupant alone, shall not have the right to attend Member or Board meetings and shall not have the right to cast a Vote.

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

1.25 "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. Each Owner is also a "Member" of the Association.

1.26 "Person" means any individual, entity or trust (through its trustee) having legal capacity.

1.27 "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.

1.28 "Property" means the lands in Duval County, Florida, described on that certain exhibit to the Prior Declaration at Official Records Volume 8049, Page 1687 of the Public Records of Duval County, Florida, together with all other lands that heretofore were made subject to the Prior Declaration (if any) and which hereafter may be made subject to the provisions of this Declaration in the manner provided herein.

1.29 "PUD 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.

1.30 "Quorum" means the required number of votes required to conduct business at any annual or special meeting as may be provided herein, 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., with regard to a matter.

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

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

1.33 "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 MEMBERSHIP, VOTING, ASSESSMENTS

2.1. Membership. Every Owner of a Lot is automatically by virtue of taking title to the Lot, a member of the Association and shall have 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. In the case of Ownership by two or more individuals, or an entity or trust, the Association may rely upon and count the vote of the individual who presents him or herself as the Owner or Owner's representative (in the case of an entity or trust) entitled to cast the Lot's vote, provided there has been no dispute communicated in writing to the Board of Directors prior to the meeting at which the vote is taken and provided there is no dispute at the meeting among joint Owners (or an entity or trust Owner's representatives) as to who shall cast the vote for the Lot. If such dispute is communicated to the Board or arises at a meeting, then the vote for that Lot shall not be counted and the presence of that Lot's Owner (or its representative) at the meeting shall not be counted towards the calculation of a quorum.

2.3 Suspension of Voting Rights. In accordance with Section 720.305(4), *Florida Statutes*, the voting rights of an Owner shall be subject to suspension when such Owner is delinquent by more than ninety (90) days in the payment of any assessment duly established pursuant to this Article II or any other obligation owed to the Association. Such suspension shall apply to the proxy authority of the voting representative, if any. A voting interest or consent right

allocated to a Lot or Owner which has been suspended by the Association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under this Chapter 720 of the *Florida Statutes*, or pursuant to the Governing Documents. Suspensions imposed pursuant this Section 2.3 must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Owner by mail or hand delivery. The notice and hearing requirements under subsection Section 720.305(2), *Florida Statutes*, do not apply to a voting rights suspension. The suspension ends upon full payment of all obligations currently due or overdue to the Association.

2.4 Inspection of Records. To the extent required by applicable Law, 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, By-Laws or this Declaration may provide that certain actions of the Association 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. Provided, nothing herein or in any Governing Document shall supersede applicable Law except to the extent allowed by such Law.

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 (which may be collected on a monthly basis), 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 Governing 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 Governing 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 Governing Documents and pursuant to Law including the maintenance of adequate reserve accounts.

(b) Amount. The Board of Directors, at its annual meeting at the date and time established in the By-Laws shall set the amount of the maximum annual maintenance assessment for the following year (commencing January 1 of the ensuing 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 sixty percent (60.0%) of the total voting membership in person or by proxy, voting at a meeting duly convened as provided by Section 720.306(5), Florida Statutes. 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 subsection. 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 Governing 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 on all Lots 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 (2/3) 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 by this Declaration. 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. While not expected, in the event of an increase in real property taxes which (without any other annual budget increase) results in the requirement that the annual maintenance assessment increase more than five percent (5.0%) over the prior year's annual maintenance assessment, such increase in the annual maintenance assessment shall not require the Owners' approval set forth in subsection 2.8(b) above.

2.11 Specific Assessments. Any indebtedness of a specific Owner to the Association arising under any provision of the Governing 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 Unit, or arising by reason of any Owner's failure to properly maintain those portions of the exterior of his Lot or Unit as herein provided, also may be assessed by the Association against the Owner's Lot after the Owner fails to pay such obligation 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. The officer executing such certificate shall not be liable for any defamation of title or for communication of any credit information (or violation of credit reporting laws) for their good faith execution and delivery of such certificate. Good faith shall be assumed if the financial data provided to the officer is obtained from the Association's Treasurer, or its duly licensed property manager or certified public accountant, and is communicated to a third party having a lawful basis for requesting the certificate.

2.14 Lien for Assessments and Collection Costs. 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. Pursuant to applicable Law, the Association may record a claim 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 or as set forth by applicable Law.

2.15 Remedies of the Association.

(a) Personal Obligation. Any assessment not paid within thirty (30) days after its due date bears interest from the due date, at the rate of eighteen percent (18.0%) per annum or the highest amount allowed by Law, whichever is higher. The Association may bring a lawsuit against any Owner personally obligated to pay such assessment, and/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.

(c) Other Remedies Reserved. The Association reserves, and shall have the right to impose, any lawful remedy (without excluding its right to seek any other lawful remedy) for the non-payment of assessments or other obligations due to the Association by Owners. Such remedies include the foregoing in subsections 2.15(a) and (b), and also include, but may not be limited to, the suspension of voting rights and usage of Common Areas and facilities pursuant to Section 720.305(2), *Florida Statutes*.

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 no more than 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 any 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.
- (j) To enforce any provision of Law or the Declaration by seeking any remedy



lawfully available. Such includes, without limitation all matters involving collection of assessments and other monetary obligations of Owners and any violation of the Governing Documents by Owners, Occupants, Licensees, Invitees or Guests. In addition, the Board may institute the process to impose any fines, suspend the use of Common Areas, collect any amount due, institute any lien, file any lawsuit or demand any mediation or arbitration, in order to lawfully accomplish its enforcement obligations and rights herein.

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. Every Owner and each Occupant have a nonexclusive right and easement of enjoyment in and to the Common Areas, if any, 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 subject and pursuant 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 all 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) Governing Documents. The provisions of the Governing Documents and all matters shown on any plat of all or part of the property.

(d) Suspension. The right of the Association, pursuant to applicable Law, 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 when any assessment or other monetary obligation owed to the Association remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association's published Rules and Regulations or the Governing 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 general comprehensive public liability insurance 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 shall be retained as general funds for Association operations or, in the discretion of the Board of Directors, placed into any reserve account.

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, (the "ARC") composed of three or more individuals, but which committee shall always be composed of an odd number of individuals. The ARC may retain the services of an architect or landscape architect (the "Professional Advisor") to assist the ARC in the performance of its duties under the Governing Documents. In the absence of specific action appointing members of the ARC, the Board of Directors shall constitute the ARC. However, the Board of Directors of the Association retains the right to appoint the ARC members. Any reference in the Governing 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/Approval. The ARC may adopt, rescind, and amend reasonable rules and regulations (the "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. No improvement, fence, wall, landscaping, structure, pool or building shall be built, altered, or added-on to upon the Property or upon any Lot or Unit, and no construction or color change shall occur, without the prior written consent of the ARC, unless expressly approved in the Architectural Criteria. 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, including that of Units and Common Areas;

(b) protect and conserve the value and desirability the Property, Lots and/or 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/or

(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, lacking in harmony of exterior design as contemplated in (a) – (c) immediately above, 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. If the ARC is comprised of the Board of Directors, as contemplated in Section 5.1 above, then its failure to give any response to a duly submitted plan within fourteen (14) days of submission shall constitute approval of the plan to the extent the plan fully conforms to subparts (a) through (d) of this Section 5.4. All approvals shall terminate in six (6) months.

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 non-compliant 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 Chair 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.

5.9 Meetings for Review of Plans. The provisions of Section 720.303(2), Florida Statutes, regarding Members' rights to attend Board of Director meetings and to be duly notified of such meetings, shall also apply to the meetings any body vested with the power to approve or disapprove architectural decisions with respect to a specific Lot.

5.10 No Waiver. The approval of the ARC of any proposals or plans or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the ARC, or ARC's failure to approve or waiver of all or any part of those matters requiring its approval, shall not constitute a waiver of any right to withhold approval or consent as to any subsequent or similar proposals or plans or drawings that are submitted.

5.11 Enforcement. Any condition, structure or improvement placed or made in violation of this Article V shall be considered to be nonconforming. Upon written request from the Association or ARC, the Owner to whom the request is directed (causing the nonconforming condition, structure or improvement) shall, at their own cost and expense, remove such nonconforming matter and restore the land to substantially the same condition as previously

existed. Should an Owner fail to remove and restore as required, the Association or ARC, and its agents, shall have the right to remove the nonconforming condition, structure or improvement and restore the property to substantially the same condition as previously existed. All costs, including reasonable attorneys' fees, may be assessed against the Lot as a specific assessment. Neither the Declarant, the Association or ARC, nor the officers, directors, employees and agents of any of them, shall be held liable under any legal theory, including without limitation, trespass, for exercising the rights under this Article V. In addition to any other remedies available to the Association, in the event of noncompliance with this Article V, the Association may record in the appropriate land records a notice of violation under this Article naming the violating Owner. In addition, the Association shall have the authority and standing to lawfully impose fines, and to pursue any and all remedies available at law and equity to enforce the provisions of this Article.

## ARTICLE VI EASEMENTS

6.1 Utility Easements. The Association hereby grants perpetual, nonexclusive easements for the benefit of the Association or its designees, upon, across, over, through and under any portion of the Property owned by the 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 possesses and 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 to the extent of the encroachment.

6.4 Entry Easement. In the event that the Owner fails to maintain their 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 as provided herein shall not be deemed as a trespass, and neither the Association nor ARC (nor any individual acting on either of their behalf at their direction) shall 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 Easements. 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 and Lots within 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 nonresidential 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. *Provided however*, no garage sale, or trade or business of any kind, may be conducted in or from a Lot, that: (a) in any way violates the provisions of the Governing Documents; (b) is apparent or detectable by sight, sound or smell from the exterior of the Lot (except garage sales); (c) unduly increases traffic flow or parking congestion, or impairs traffic visibility; (d) does not conform to all Laws and to all zoning requirements applicable; (e) causes the increase of any insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain any insurance coverage; (f) is inconsistent with the residential character of the Property; (g) constitutes a nuisance or a hazardous or offensive use; or (h) threatens the security or safety of other residents of the Property, all as may be determined in each case in the sole discretion of the Board of Directors. Garage sale patrons must park along curbs on one side of a street only, in order that neighborhood traffic and emergency vehicles are not obstructed. The Board may issue additional rules regarding business activities.

7.2 Rezoning Prohibited. No Lot shall be rezoned to any classification allowing commercial, institutional or other nonresidential 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. For purposes of this Section 7.3, all persons lawfully occupying a Unit pursuant to a lease of the Unit as lessees, family of lessees, guests of lessees, invitees of lessees, or licensees, are "Tenants". Entire units may be rented for a period not less than seven (7) months provided the occupancy is only by the Tenants. The Owner must notify the Association in writing within ten (10) days of commencement of a lease of the name of the lessees on the lease and the other Tenants (if any) other than the lessees, 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 a 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. Lease agreements with Tenants shall be in writing and shall state that a breach of the Governing Documents by the Tenant is a breach of the lease agreement. A copy of any such lease agreement shall be provided to the Association upon its request.

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. All pets are prohibited from the Club Property at all times. Reasonable rules and regulations for pets may be established by the Association in order to minimize damage and disturbance to other Owners. No animal reasonably understood to have vicious propensities, and no animal which has bitten any person once, shall be kept on any Lot or within any Unit unless fully and properly controlled 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. All 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 may be 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.

(c) Governmental permits. Reference is made to the St. Johns River Water Management District ("SJRWMD") Permit No. 4031-0307 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. Nothing in this Declaration shall be deemed to amend the foregoing as it was originally set forth in the Prior Declaration.

7.9 General Prohibitions Against Nuisances, Excessive Noise and Offensive Activities.

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. For the avoidance of doubt, the term "Property" as used in this Section 7.9 includes Common Areas, Lots and Units. It shall be the responsibility of each Owner and Occupant to prevent the development of any odorous, unclean, unhealthy, unsightly or unkempt condition on a Lot. No area within the Property shall be used, in whole or in part, for the storage of any matter or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the Occupants of surrounding property. No unlawful, noxious or offensive activity shall be carried on within the Property, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using any of the Property. No plants, animals, device or thing of any sort shall be maintained in the Property that is in any way noxious, dangerous, unsightly, unlawful, unpleasant or of a nature as may diminish or destroy the enjoyment of the Property by other Owners and Occupants. Without limiting the generality of the foregoing, no speaker, sound truck, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the Property.

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 and other temporary 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. The foregoing are, the "Permitted Vehicles". Boats, trailers and other vehicles that are not Permitted Vehicles may be regularly parked only in the garage of a Unit. For the avoidance of doubt, no eighteen wheel trucks or the cabs of such trucks or trucks with a load capacity in excess of three-quarters of a ton shall be parked or stored within the Property except during the time reasonably necessary to provide service or delivery within the Property.

(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 to the maximum extent allowed by Law for willful or repeated violations. Nothing in this Section 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 of vehicles by delivery personnel or guests of Owners in a manner not complying with this Section.

(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 vehicles. Garage entrances shall face toward the side or front of the Lot wherever possible.

7.17 Mechanical Equipment. All mechanical equipment (such as, without limitation, HCAV, pool pumps, and any permitted irrigation pumps, satellite dishes, antennae, and the like) 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 and 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 (the "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 Hazardous Activities. Recreational driving (a/k/a "joy riding") of all terrain vehicles, mini-bikes, go-carts, motorcycles and other recreational vehicles shall not be conducted on the Property on in streets within the Association (except as necessary for ingress/egress in the case of street licensed vehicles).

**7.23 Actions Requiring ARC Approval.** Other than as provided in Section 7.21 above for maintenance, repair or replacement in accord with approved plans, any action, change or modification to the exterior of any dwelling or accessory building and to the exterior appearance of any lot requires ARC prior written approval. 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. Owners must contact the ARC to determine if a Homeowner's Request for Change Form should be submitted for any matter not on the list herein below. 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. The Architectural Criteria and Standards on Exhibit "A" attached hereto 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 have 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, ornaments other than seasonal items;
- F. Signs and Mailboxes; and
- G. First violation of substandard maintenance of the dwelling or lot.

**Class 2 Significant Actions**

- A. Removal or cutting of any tree which is greater than eight (8.0) inches in diameter at any part of the trunk as measured thirty (30.0) inches above the finished grade or at the height of the cut, whichever is lower. If cut prior to obtaining ARC approval, a Class 3 Prohibited Action shall have been committed and the Class 3 fine described herein below may be imposed;
- B. Painting or refinishing of exterior wall surfaces and trim in other than that of original colors pursuant in accord with approved plans and specifications;
- C. New windows with a different exterior look than that of original windows installed in a Unit in accord with approved plans and specifications;
- 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; and
- K. Tents, sheds, trailers, tanks, storage buildings, arbors, gazebos, swimming pools, or structures of any type, whether similar or dissimilar to those herein enumerated.

### **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 or other vehicle repairs in the driveway, or otherwise on a Lot, for 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. The raising, keeping or breeding of animals, livestock, or poultry anywhere within the Property, except pets and small birds as permitted in this Declaration;
- F. The use of aluminum foil, tinted glass or other reflective material on any windows of a Unit. The use of window air conditioning units; and
- G. Fences or hedges in the front yard.

## ARTICLE VIII GENERAL PROVISIONS

### 8.1 . Enforcement.

(a) Process of Enforcement. With the exception of monetary violations and violations of a nature that require an Owner's immediate action (e.g., matters involving eminent harm to persons or property, parking violations, or Class 3 Prohibited Actions which, by their nature, warrant immediate remedy), when giving notification of violations of the Governing Documents by the Association (whether by the Board, the ARC, the Association's property manager or attorney) an Owner shall be given a period of at least two weeks to correct the violation or restore the item to the original condition before the applicable remedies and penalties are imposed. After the grace period expires the fining and other enforcement Rights of Association shall be imposed. .

(b) Rights of the Association. The Association, after failure of an Owner to remedy a violation of the Governing Documents as set forth in a notice of violation, may enter upon any Lot to correct any violation of the Governing Documents or to take such other action at the expense of the Owner as the Association deems necessary to enforce the Governing Documents. The Owner of the Lot shall pay the Association on demand the actual cost of such enforcement, including any attorneys' fees, mediation costs and court costs, 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.

(c) Legal Proceedings. The Association and each 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 Governing Documents. The prevailing party in any litigation arising from or relating to violation or enforcement of the Governing Documents or any of the Association's Regulations, or if any Owner obtains the enforcement of any provision of the Governing Documents against any other Owner, other than the Association, then such party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees and court costs incurred in trial and appellate proceedings from the nonprevailing party. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees and court costs, may be assessed against the Owner's Lot as a Specific Assessment pursuant to Section 2.11 herein above.

(d) No Waiver. Failure by the Association or by any Owner to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to the same or any other covenant, restriction, rule or regulation at any time nor shall such failure to enforce create any liability for the Association to any Owner or any other Person.

(e) Owner Indemnification. Each Owner shall indemnify and hold harmless the Association, and its officers, directors, members, owners, employees and agents, from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses, including attorneys' fees and court costs (including mediation or arbitration costs), whatsoever, which arise from or relate to: (i) the breach of this Declaration or any other Governing Documents; (ii) any negligent, reckless or intentional act or failure to act; or (iii) the violation of any Law, which such event under the preceding (i), (ii) or (iii), is committed by the Owner, a family member, its licensees, invitees, guests and/or tenants, or any one, or combination, of them. The obligation of each Owner to indemnify and hold harmless the indemnified persons shall not be limited by time or monetary amount. Attorneys' fees and costs of the indemnified persons shall be subject to indemnification through any trial or arbitration, and through all appeals associated therewith.

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 40 years from the date



this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten 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 Association 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, or (ii) to amend this Declaration or the other Governing Documents to cure any ambiguity or error or any inconsistency between these provisions or other Governing 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 Section, this Declaration may be amended by the approval of not less than sixty-seven percent (67.0%) of the voting interests in the Association, and evidenced by a certificate signed by the President and Secretary of the Association with the formalities from time to time required of a deed under the laws of the State of Florida, which certificate certifies that the requisite approval was obtained at a duly called meeting of Members. No amendment shall be effective until recorded, but approval by the requisite percentage of Owners and the Association's proper certification shall entitle amendments to be recorded in the public record.

8.4 Penalties and Remedies In accordance with the provisions of Article VII and VIII, the Association is empowered to enforce violations of this Declaration, Regulations and the Architectural Criteria and Standards, which are incorporated herein by reference and have the full force and effect of the covenants and restrictions contained in this Declaration. The following lists the penalties and remedial actions to violations of the various classes of actions of Article VII, section 7.23, including the following actions taken without ARC prior written approval. All remedial measures demanded of Owners who are in violation of matters under Section 7.23 must have prior written approval by the ARC which shall act in consultation with the Board of Directors in prescribing remedial requirements.

Class 1 Violations are minor actions taken without ARC prior written approval. If required corrective action is not taken within the grace period specified in Section 8.1(a) Process of Enforcement, the Owner may be assessed at maximum \$100.00 fine and shall perform 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 required corrective action is not taken within the grace period specified in Section 8.1(a) Process of Enforcement, the Owner may be assessed a \$100.00 daily fine with a maximum of \$500.00 imposed for a continuing violation, and require the remedial action, which could include removal, relocation, ARC directed change and/or restoration to required condition.

Class 3 Violations are prohibited actions, which may be assessed a \$100.00 daily fine with a maximum of \$1,000.00 imposed for a continuing violation, and require the action to be removed, immediately stopped and/or restored to the required condition.

8.5 Fine Procedures. With respect to all fines referenced herein and elsewhere in the Governing Documents, pursuant to Florida Law, the Association may levy reasonable fines of up to \$100 per violation against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Association By-Laws, or Regulations of the Association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000 in the aggregate unless otherwise provided in the Governing Documents. A fine of less than \$1,000 may not become a lien against a Lot. In any action to recover a fine, the prevailing party is entitled to reasonable attorney's fees and costs from the non-prevailing party as determined by the court. A fine or suspension may not be imposed without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Lot Owner and, if applicable, to any tenant, licensee, or invitee of the Lot Owner.

8.6 Rights of First Mortgagees. Nothing herein is intended to amend or remove any provision or provisions affecting lien holders or mortgagees which is provided in the Prior Declaration or under Law which is not lawfully capable of amendment or removal. 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 Governing 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 Governing 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.

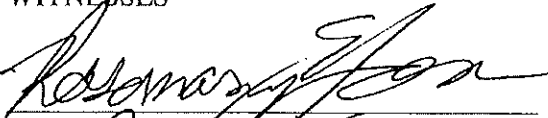
8.7 Severability. Invalidation of any provision of the Governing Documents by Law, judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to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


8.8 Notices. Unless otherwise set forth or required by Law, 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 the case of notices required by Law, the foregoing shall not impose giving of additional notice other than what is specifically prescribed under the applicable Law.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first stated above.

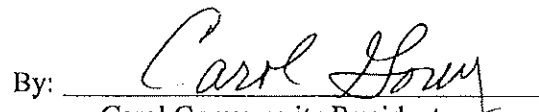
*Signed, sealed and delivered in the presence of:*

WITNESSES

  
Print: Rosemary E. Jones

  
Print: Brian M. Rowland

LAKEWOOD AT WINDSOR PARKE  
ASSOCIATION, INC.,  
a Florida not for profit corporation

By:   
Carol Gorey, as its President

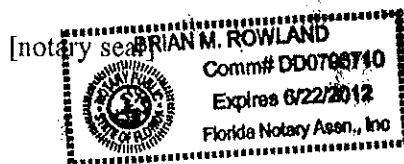
STATE OF FLORIDA  
COUNTY OF DUVAL

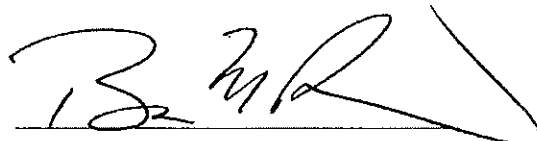
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of May, 2012 by Carol Gorey, as President of Lakewood at Windsor Parke Association, Inc. on the corporation's behalf, who:

☒ is personally known to me;

or

☐ produced \_\_\_\_\_ as identification.



  
Print Name:  
Notary Public, State of Florida  
My Commission expires:

**EXHIBIT A****ARCHITECTURAL CRITERIA AND STANDARDS  
of the  
Lakewood at Windsor Parke Association, Inc.****A. Introduction**

The Lakewood at Windsor Parke Association, Inc. Board of Directors (hereinafter referred to as the Board) has duly adopted these Architectural Criteria and Standards (hereinafter referred to as the "Architectural Criteria" or "Criteria") in accordance with the provisions of that certain Second Amended and Restated Declaration of Covenants and Restrictions for Lakewood (Windsor Parke – Unit 10) (hereinafter referred to as the "Declaration"), on this 29<sup>th</sup> day of May, 2012. These Architectural Criteria, recommended and formulated by the Architectural Review Committee (hereinafter referred to as the "ARC") may be revised or modified from time to time to adapt to new conditions or products under the provisions of Article 5.2 of the Declaration. The ARC may recommend revisions to the adopted Criteria by a two-thirds (2/3) vote of all ARC members and present the recommendations to the Board. The Board may adopt, modify or reject such ARC revisions recommended only by a two-thirds (2/3) vote of all Board members, or the Board may amend or delete any of the Criteria on its own initiative on a two-thirds (2/3) vote of all Board members. Written notification of any to such amendment must be made to all residents within ten (10) days of such vote, specifying the exact wording of such amendment and providing its justification and explanation. The ARC, if not appointed, shall consist of the Board of Directors. Hereinafter, the term "ARC" shall include the Board insofar as the Board operates as the ARC if and when no ARC is appointed.

**B. Purpose of the Architectural Criteria and Standards**

Lakewood residents expect to enjoy the full use and value of their property. There is also a common expectation the overall appearance and beauty of the neighborhood adds significantly to the enjoyable environment of each residence and maintains the value of all properties. The Declaration requires a reasonably uniform and high standard of the appearance of individual residences and gives complete authority to the ARC to review and approve all residential changes, modifications new construction, landscaping and exterior maintenance to all dwellings and lots. The ARC is also charged to formulate Architectural Criteria and Standards. The ARC members shall be composed of at least three but not more than seven members, all of which shall be residents and members of the Lakewood at Windsor Parke Association, appointed by the Board. The ARC shall select a person as Chairperson from its membership who shall serve for a period of one year and who may serve successive terms. A superior neighborhood environment can only be achieved with the active cooperation of all residents to collectively support the ARC and the Board, and reinforce acceptable Architectural Criteria and Standards.

**C. Uses and Actions**

In order to clarify the understanding on how various owner actions are treated under the Declaration, types of actions have been divided into three classifications herein below; **Allowable Actions**, **Actions Requiring ARC Approval**, and **Prohibited Actions**. There are **Allowable Actions**, changes and uses, which can readily be done by the Owner with only the understanding of the individual for the need to maintain the wonderful appearance of the Lakewood neighborhood. There are other actions, changes and uses which are **Actions Requiring ARC Approval**, referenced in paragraph 7.23 of the Declaration, which can be done only with ARC written approval (See Declaration paragraphs 5.3 and 7.23). The Declaration also defines other actions which are deemed so detrimental to the appearance, safety and residential values of the neighborhood they are **Prohibited** (See Declaration paragraph 7.23). In addition

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to those matters set forth in the Declaration's paragraph 7.23, matters requiring ARC approval are further defined and enumerated below. Nothing herein is intended to replace or make inferior any provision of the Declaration regarding ARC approval requirements or processes. The three classifications of actions are described in detail in Sections herein below.

### **D. Disclaimer and Variances**

These Criteria shall be enforceable to the extent that same does not violate applicable Federal, Florida or local laws or administrative regulations. If there is any conflict between these Criteria and such laws or regulations, the more restrictive interpretation shall apply. If there is any conflict between these Criteria and the provisions of the Declaration, the more restrictive interpretation shall apply. Notwithstanding the above, to the extent of any violation of law or contradiction with the Declaration, nothing herein shall be of effect which is in violation of any law or regulation or which directly contradicts any provision of the Declaration.

With regard to any proposed improvement brought before the ARC for approval, neither the ARC, Board nor Association: (1) assume any responsibility for loss, failure of workmanship or other construction related loss or defect whatsoever; (2) guarantee or endorse the structural adequacy, capacity or safety features of any proposed improvement; (3) represent any likelihood or not of the possibility of soil erosion, incompatible or soil conditions or improper drainage; (4) or have any responsibility for the project's (and its constructors') compliance with applicable building codes, zoning codes, safety requirements, governmental laws, workers compensation, regulations or ordinances or the performance or quality of work by any contractor. The ARC, Board and Association, and each of their members, shall be held harmless for any matter whatsoever related to a proposed improvement brought before the ARC for approval, and it is strictly understood that approval by ARC is merely approval given for aesthetic consistency and conformance with aesthetic matters in the Governing Documents, and nothing more. ARC approval of any proposed improvement does not constitute its approval of construction methods, materials, constructors, compliance with laws and ordinances, or any other matter regarding construction, other than the ARC's analysis of the aesthetic effect of the proposed improvement. Every Owner submitting proposed plans to the ARC shall be deemed to understand this and shall take full responsibility for lawfully constructing the approved improvements pursuant to all applicable laws and the Declaration.

Any variances or deviations from these criteria may be granted in individual situations but will not set any precedent for future decisions. Because all matters regarding real estate are unique to one another, matters before the ARC are decided individually on a case by case basis and no ruling of consent given in one case shall be deemed to "grandfather" other similar requests by other Owners. Each Owner must present its improvement plans and the ARC shall not be bound by its prior decisions.

### **E. Approval process**

The Declaration provides for a procedure in obtaining review and approval of Actions Requiring ARC Approval. Changes to the existing condition of the dwelling or lot can be made only with the prior written approval of a majority of the ARC members (Declaration paragraph 5.3) after a written and fully documented Request for Change (the "Request") is provided to any ARC member and a written receipt is provided to the applicant. Upon receipt of the Request, the ARC has two weeks to either: (a) approve, with or without stipulations; or (b) ask for additional information or revisions to the request (in which case the two week timeline restarts upon receipt of all requested documentation); or (c) disapprove/deny the Request. If the ARC has not acted within the two weeks, the owner shall refer the request to the Board for action as stipulated in the Declaration paragraph 5.4. Owner may appeal an ARC disapproval/denial/stipulations to the Board. The Board's responsibilities and actions are governed by the same ARC requirements as stipulated in Declaration paragraph 5.4. The ARC may enter property to

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inspect for violations, during the approval process and after completion of the project to ensure compliance to the Declaration and the Criteria. Approved projects must be completed within six (6) months of commencement. Approved Requests for Change are valid not to exceed six (6) months as stipulated in the Declaration paragraph 5.4.

### F. Allowable Actions

Allowable actions are those, which can be completed by the owner without approval of the ARC or Board, and include the following.

1. Modifications which have no impact on the dwelling's exterior appearance.
2. One garage sale for not more than two (2) days and not more than every six (6) months.
3. Any reseeding or resodding of existing grassed areas of the lot.
4. Any change, addition or substitution of landscaping (except tree removal) not exceeding a single project cost of five hundred (\$500.00) dollars.
5. Repainting or resurfacing in the same color and material as existing on the exterior walls of the dwelling.
6. Trimming of trees or shrubbery, but not complete removal.
7. For Sale signs not greater than four (4) square feet are permitted, but must be removed within five (5) days after closing.
8. Political signs may be placed on Lots, provided all such signs are: posted within thirty (30) days of the election or primary election date for which the sign applies; removed within 48 hours of the applicable election or primary election date, and; not placed in Common Areas. No member shall remove political signs from another member's Lot.

### G. ARC Rules and Actions Requiring ARC Approval

Actions Requiring ARC Approval are uses, actions and changes to the exterior of all residential dwellings and the landscaping of the lots. Listed below are some specific items requiring ARC approval and other items in the form of Association rules and regulations that, if exceeded or violated would require ARC approval. This list is not all-inclusive and can be amended or added to at any time. The owner should check with the ARC Chairperson if there are any doubts concerning their proposed action.

#### 1. General

"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, including the installation of window air conditioners without the prior written approval of the ARC, ... " (Declaration Article 7.21).

#### 2. Landscaping

- a. Removal of any tree greater than eight (8) inches in diameter, as measured thirty (30) inches above the finished grade or at the height of the cut, whichever is lower.
- b. Removal and/or replacement of major areas of shrubbery, which would significantly alter the exterior appearance of the lot.
- c. Any landscaping project greater than five hundred (\$500.00) dollars in cost.

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d. Hedges or group planting greater than four (4) feet above the finished grade. Hedges or shrubs are the preferred screening or privacy materials. Hedges or group planting which is higher must be maintained no higher than four (4) feet unless a variance is granted by the ARC.

e. Moving or removal of trees or plants except palmetto plants, in the last twenty (20) feet of the rear yard of golf course lots.

f. New irrigation wells and systems must be approved for location unless drilled in the same location as the current well and system.

### 3. Views and Sight Distances

a. Except for the original dwelling and landscaping, no structure, fence, wall, hedge, or shrub planting shall obstruct the view of golf course, lake, ponds or natural areas from the view of any other dwelling or lot.

b. No fence, wall, sign, hedge, or shrub planting shall obstruct sight lines areas between two (2) and six (6) feet above the roadways on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty-five (35) feet from the intersection of the street lines, along the street which would obstruct a clear view of any dwelling driveway or adjacent walkway. No trees shall be permitted to remain within such areas unless the foliage line is maintained at six feet (6) above the surface of the adjoining street pavement.

### 4. Fences

a. No fence, wall, hedge, plant or group planting shall block or partially screen views of the lakes or golf course from owner's lot or the view from any lot.

b. All fences shall be iron, decorative metal or other approved material and color and shall not to exceed four (4) feet above the finished grade.

c. Fences made on easement areas may be approved from time to time, but only if a written agreement by the owner states they will remove such fence at their own expense if required by the ARC or the Board of Directors for any reason.

5. Swimming Pools, Screened Enclosures and Solar Panels. Construction of a pool is allowed under certain conditions, but prior to construction plans must be submitted by the Owner to the ARC for approval and review, and must at minimum be in conformance with the following:

a. Swimming pools are permitted in the dwelling rear yard, but must be located not closer than four (4) feet and between lines extended from the side of the dwelling and may not be closer than ten (10) feet from the rear lot line. The location, size and specifications of all swimming pools shall conform to all applicable codes.

b. Swimming pools must be made safe and constructed, at minimum, with appropriate safety features, barriers and gates as required by Chapter 515 of the *Florida Statutes*, and any other applicable statute, code, law or ordinance.

c. Screened enclosures must be within lines extended from and parallel to the sides of the dwelling, and the highest point of the enclosure must not be taller than the peak of the dwelling roof.



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d. Exterior lighting of pool and/or enclosure shall be installed or buffered to prevent exposure to surrounding dwellings or public areas.

e. Type, size and location of mechanical equipment shall be designed in such a way as to reduce disturbance to surrounding dwellings or public areas.

f. Separate hot tubs shall be subject to the same stipulations as swimming pools, except they must be covered with a locked lid or cover, if not already contained within a screen enclosure or fenced instead of fenced when not in use.

g. The location, type and size of solar panels, regardless of the purpose used, shall be approved by the ARC and located so as to reduce their sight appearance from the street or other dwellings.

### 6. Electric Generators

a. The use of portable electric generators is permitted during periods of power outages. Portable electric generators must be of the type that are approved and operated by the appropriate federal, state and/or local regulations. Portable electric generators must be stored out of sight when not being used.

b. The installation of permanent electric generators may be allowed only with prior written consent of the ARC. Generator installation must conform to current federal, state, and local regulations and aesthetics concerns of the ARC. Permanent electric generators will not exceed a sound level of 85 dBA at 1 meter from the source. Proper submittal for ARC approval for the installation of permanent electric generators shall include the following:

- 1) Dimensioned site plan noting location of house, generator, and fuel supply storage location and indicate related piping and equipment.
- 2) Generator specifications, including, switch gear interface, fuel type, and venting.

### 7. Roofs

a. The construction methods of all new and replacement roofs shall meet state and local codes. All materials must be approved by the ARC for color and type, if any change is contemplated from the current material or color. Only asphalt shingles are acceptable as roof coverings.

b. All soffits, fascia, exterior trim paint, surface materials and color changes to them must be approved by the ARC.

### 8. Structure Exterior

a. Repainting or resurfacing of the exterior walls of the dwelling in a color or material different in any way from the existing paint or surface on the exterior walls of the dwelling requires ARC approval.

b. Unsightly plants, weeds or uncut trellis plants will not be allowed to extend up the walls of the dwelling, trees or trellis, arbors or similar vertical structures.

### 9. Recreational Equipment

With ARC approval, recreational or children's play equipment may be installed only in the rear yard. Items in this section include but are not limited to the following:

#### a. Swing-Play Sets and Similar Structures

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Approval is required by the ARC prior to the placement of a swing-play set. Such approval shall be valid for five (5) years. Homeowner's must reapply for ARC approval for existing swing-play sets every five (5) years. If the home is sold within that five (5) year time span, the swing-play set shall be removed from the property unless the new owner re-applies to the ARC for approval. Swing-Play sets shall be defined as an apparatus used or intended for children's play that contain one or more of the following components: slide(s), ramp(s), pole(s), platform(s), seat(s), swing(s), or tent(s). A swing-play set for children's play shall be of a neutral color and shall be constructed of wood, with at least a ten-year warranty covering materials. The approved colors for slides are blue or green. Application to the ARC for approval must include a manufacturer's brochure highlighting the set or plans of the swing-play set that are designed and/or built by the homeowner. Swing-play sets shall be properly maintained and not allowed to deteriorate and detract from the dwelling or the community.

### b. Playhouse

Playhouse is defined as a small separate structure for children's play that may be constructed with four walls, a floor, roof, windows and doors. Dimensions of playhouses shall not exceed 4'x 8'x 5' high. The design, materials and colors shall be complimentary to the home. Playhouses will be suitably landscaped to soften the view from the street, the golf course, and adjacent lots or the lake. The location of the playhouse must be within the setback lines of the rear yards. Homeowner's must reapply for ARC approval for each existing playhouse every five (5) years. When the home is sold, the playhouse shall be removed from the property unless the new owner re-applies to the ARC for approval. The playhouse shall be properly maintained and not allowed to deteriorate and detract from the dwelling or the community. Failure by a homeowner to remove a playhouse within 15 days of request to do so will subject the homeowner to sanctions.

### c. Temporary Recreational Equipment

Temporary and portable recreational equipment, including, but not limited to, portable swimming pools, sliding boards, skate board ramps, plastic castles, ball games, horseshoes, badminton nets, toys and other play and/or recreational equipment are to be stored indoors when not in use for forty-eight (48) hours.

### d. Basketball Goals

Only portable basketball backboards will be allowed and must be located only in the driveway. Care must be taken so they are not visibly obtrusive from street and adjacent lots. Backboards shall be located on a free-standing pole painted a flat black or brown color and backboard shall be a white or clear color. Basketball goals are not permitted to be attached to the exterior of the house. Lights are not permitted on basketball backboards or poles to which the backboard is attached. Homeowner's must reapply for ARC approval for basketball goals every five (5) years. When the home is sold, the basketball goal shall be removed from the property unless the new owner re-applies to the ARC for approval.

## 10. Other Structures

### a. Other Structures

No tents, sheds, trailers, storage buildings, clotheslines, arbors, gazebos, outbuildings, swimming pools, children's play structures whether similar or dissimilar, temporary or permanent may be erected in front or side yards, without prior written approval of the ARC. The location, color, materials and design must be approved by the ARC. Structures listed above may not be used permanently for human occupancy and may only be used for temporary human occupancy not to exceed three (3) days.

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### b. Outdoor grills

A standalone outdoor grill may be placed in the rear of the house or in driveway, but shall be stored indoors or within a porch or covered patio when not in use. A permanently built outdoor grill shall only be located in the rear of the house. The permanent outdoor grill shall only be built in the rear yard out of brick, stone or stucco to reflect the exterior appearance of the dwelling and less than four (4) feet in height. The location of the permanent grill shall be by prior written approval of the ARC before construction begins. The ARC reserves the right to refuse consent if the proposed grill plans contemplate a grill not in conformance with any part of this section 10b.

### c. Fountains

Only one fountain is permitted on any lot. The location, colors, size, materials and visual content must be approved by the ARC. The fountain must be made of earth tone concrete, fiberglass, bronze or other inorganic non-reflective materials. The fountain must be less than six feet (6') in height.

### d. Docks and Waterfront Structures

Docks, waterfront decks, and similar structures are not permitted under any circumstances.

## 11. Driveways, Parking and Garages

a. Driveways may be finished in natural, stamped, painted and colored concrete, or concrete pavers, brick or similar materials approved by the ARC. The replacement driveway materials and style must extend continuously from the exterior edge of the garage to the interior edge of the existing rolled curb and gutter. Where there is an existing sidewalk, it must be removed and replaced with the same material as the driveway at the exact same elevation as exists for the sidewalk.

b. Space for two vehicles must be provided in the driveway.

c. Additional parking spaces must be paved in similar materials as the adjacent driveway and approved by the ARC.

d. Garages must have a predominantly solid door with an electrical opener. Residents should keep garage doors closed, except during use.

## 12. Signs, Mailboxes, Flags, Yard Objects and Trash Receptacles

a. The dwelling address signs of approved materials not greater than one (1) square foot should be prominently displayed on the dwelling facing the street.

b. Not more than two (2) political signs not greater than four (4) square feet may be erected on any lot. The signs may not be placed sooner than one month before the election date and must be removed forty eight (48) hours after the election. Additional sign rules are set forth herein above in Section F.8.

c. The Association has installed standard mailboxes and supports, so any replacement must conform to this standard and approved by the ARC.

d. Flags not greater than fifteen (15) square feet may be displayed on poles or attached to the dwelling.

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e. Yard art and accent objects are permitted, but the location, size and materials must be approved by the ARC prior to installation.

f. Outdoor laundry drying is permitted but only if completely screened from golf course, lake and adjacent lots.

g. All trash receptacles, recycling boxes and yard waste must be stored in garages or outdoors shielded from street view by screening or sufficient hedges. All trash receptacles and recycling boxes shall be placed at the street only after 5:00pm the day before collection day and shall be restored after emptied.

### 13. Antennas and Satellite Dishes

a. Television and dish antennas are permitted if installed in such a location that lessens the visual impact, which shall be approved by the ARC in advance of installation.

b. Radio antennas and short aerials are permitted if installed in such a location that lessens the visual impact, which shall be approved by the ARC in advance of installation.

## H. Penalties and Remediation

The principal aim of the ARC is to maintain the existing high standard of neighborhood environment. All rights and remedies available under law and the Declaration are reserved by the Association. Certain of the various types and degrees of penalties are specified in the Declaration in sections "Actions Requiring ARC Approval" and "Prohibited Actions" and may be imposed by the Board of Directors or otherwise as allowed by law. In the case of violations of architectural matters the ARC, in its own discretion, shall recommend the remedial action(s) required to correct the matter. A copy of the remedial action(s) recommended to be imposed will be given to the Board of Directors and it shall demand the remedy. Such remediation shall either be listed on the Request for Change or in its absence in a letter by the Board or the Association's attorney to the owner. Failure to remedy such matters in a timely fashion can result in imposition of fines and further legal proceedings.

## J. Dwelling and Lot Maintenance Standards

The Association reserves the right to insist the owner maintain the exterior appearance of the dwelling and lot (See Declaration paragraph 7.13). The following general standards apply to all dwellings and lots, and any significant deviation from these standards can only be granted through the ARC approval process:

### I. Landscaping

Grass should be frequently mowed and hedges trimmed so as to avoid a neglected or unkempt appearance. Grass should be cut when six (6) inches or higher. Sod replacement shall be performed to avoid dead spots or weed infestation in the lawn. Hedges or group planting shall be maintained at a height less than four (4) feet above the finished grade. Weeds and undesirable or invasive plants shall be removed. Dead plants and hedge branches shall be removed. Trees shall be trimmed to avoid restricting views from any lot and provide an attractive appearance. Mulch should be spread at least two (2) inches in depth over all bare planting areas. Irrigation systems should be periodically checked to be certain they adequately water all plant material. Irrigation shall only be done in accordance with state and local laws and the Declaration.

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### 2. Structures and Roofs

The eaves of the roof and house trim should be periodically cleaned to maintain a clean and attractive condition. Roof shingles should be free of stains and algae build-up to avoid streaking. Exterior window screens and large screened enclosures shall be clean, free of pine needles or plant material and maintained in good repair. Doors, windows and trim shall be kept in good repair and periodically painted, if appropriate, to maintain a clean and attractive condition.

### 3. Driveways, Walls and Walking Surfaces

Driveways, sidewalks and all horizontal walking surfaces must be maintained in a clean and attractive condition, and free of rust and stains. Landscaping walls or barriers shall be clean, free of stains and rust and well maintained. Dwelling walls shall be clean, free of stains and rust, and well maintained.

### **K. Prohibited Actions/Nature of Architectural Criteria**

Nothing herein is intended to supersede or contradict prohibitions set forth under law or the Declaration and all provisions of law and the Declaration pertaining or relating to matters in these Criteria shall be in force and of full effect just as though set forth herein below. To the extent of any contradiction between the provisions of these Criteria and applicable law or the Declaration, the applicable law or provision of the Declaration shall supersede, but the remainder these Architectural Criteria shall remain in full force and effect. These Architectural Criteria are an exhibit to the Second Amended and Restated Declaration of Covenants and Restrictions for Lakewood (Windsor Parke – Unit 10) and these Criteria and any amendments to these Criteria shall have the force and effect of Rules and Regulations of the Association.

## EXHIBIT "3"

### AMENDED AND RESTATED ARTICLES OF INCORPORATION OF LAKEWOOD AT WINDSOR PARKE ASSOCIATION, INC.

#### A Corporation Not For Profit

The original Articles of Incorporation are dated February 16, 1995 and filed with the Secretary of State of Florida, Division of Corporations on February 23, 1995 (the "Original Articles"). Minor amendments to the Original Articles were made and filed with the Division of Corporations on April 18, 2003 (the "First Amendment"). Any further reference to the Original Articles herein shall include the First Amendment. These Amended and Restated Articles of Incorporation (the "Articles") fully and completely amend, replace and restate the Original Articles which shall be of no further force or effect upon adoption and filing of these Articles. This corporation is established pursuant and subject to Chapters 617 and 720 of the Florida Statutes.

#### ARTICLE I

##### Name of Corporation and Principle Office and Mailing Address; Registered Office and Registered Agent

Section 1. Corporate Name, Office and Mailing Address. The name of this corporation is **Lakewood at Windsor Parke Association, Inc.**, called the "Association" in these Articles. The street address of the principal office of the Association is 4057 Glenhurst Drive North, Jacksonville, Florida 32224; the principal mailing address of the Association is Lakewood at Windsor Parke Association, Inc., c/o Brian Rowland, P.A., P.O. Box 56047, Jacksonville, Florida 32241.

Section 2. Registered Office and Registered Agent. The Registered Office is located at 220 East Forsyth Street, Suite C, Jacksonville, Florida 32202, and the Registered Agent at such address is Brian Rowland, P.A.

#### ARTICLE II

##### Purpose and Powers of the Association

The Association does not contemplate pecuniary gain or profit to its members. It is formed to promote the health, safety, and general welfare of the residents within all or any portion of that tract of land located in Duval County, Florida, which is described in and made subject to the provisions of that Declaration of Covenants and Restrictions for Lakewood at Windsor Parke Association, Inc. (Windsor Parke, Unit Ten, recorded in the Public Records of Duval County, Florida), as amended from time to time (the "Declaration"). Without limitation, this Association is empowered to:

(a) Declaration Powers. Exercise all rights, powers, and privileges, and perform all duties of the Association from time to time set forth in the Declaration, including the right to enforce all of the provisions of the Declaration pertaining to the Association in its own name.

(b) Property. Own, hold, improve, operate, maintain, sell, lease, transfer, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs.

(c) Assessments. To adopt budgets and levy, collect, and enforce by any lawful procedure all charges or assessments established by, or pursuant to, the Declaration.

(d) Costs. Use the proceeds collected from assessments to pay all costs, expenses, and obligations lawfully incurred in connection with the Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against the Association's property.

(e) Maintenance. To maintain, manage, repair, replace and operate all the Commons Areas and the Common Maintenance Area and all associated facilities as set forth in the Declaration.

(f) Reconstruction. To reconstruct improvements after casualty and construct further improvements to the Common Areas.

(g) Borrowings. Borrow money and, with the approval of two-thirds (2/3) of all eligible members, mortgage, pledge, hypothecate, assign grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

(h) Reorganizations. With the approval of two-thirds (2/3) of all eligible members, participate in mergers and consolidations with other nonprofit corporations organized for similar purposes.

(i) Regulations. From time to time adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Units and the Common Areas consistent with the rights and duties established by the Declaration.

(j) Contract. Contract others for performance of the Association's management and maintenance responsibilities under the Declaration and for the furnishing of services or materials for the benefit of the Owners or the Property consistent with the provisions of the Declaration.

(k) General. Have and exercise all rights, powers, and privileges that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration, or these Articles, or reasonably necessary, convenient, or desirable to exercise of any right, power, or privilege so granted.

### ARTICLE III

#### Membership

Every person who from time to time holds the record fee simple title, or any undivided fee simple interest of record, to any Lot (as that term is defined in the Declaration) is a member of this Association, including contract sellers, but excluding all persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot. Membership may not be transferred except by transfer of record title to such Lot.

### ARTICLE IV

#### Voting Rights

The Owner of a Lot is entitled to one vote. If more than one Person (Person, meaning any individual,

entity or trust (through its trustee) having legal capacity) owns a record fee simple interest in any Lot, all such Persons are members, although there is only one vote for such Lot. The vote may be exercised as the Owners determine among themselves, but no fractional votes are permitted. Voting may be restricted pursuant to applicable Florida law and provisions of the Association governing documents.

## **ARTICLE V**

### **Board of Directors**

Section 1. Number and Term. This Association's affairs are managed by a Board of Directors composed of three or more Directors, who shall be Association members unless appointed by a court of competent jurisdiction. The number of Directors from time to time may be changed from a minimum of three to a maximum of nine, but at all times it must be an odd number. The term of office for all Directors is two years, and any Director may succeed himself or herself in office. The terms of office for the Directors shall be staggered to ensure continuity of knowledge of the Board. After the adoption of these Articles, initially the majority of Directors shall be elected for two years and the minority Directors shall be elected for one year. Thereafter, the new Directors shall be elected at the expiration of the term of the existing Directors.

Section 2. Election. All Directors are elected by secret written ballot at the annual meeting. Each member entitled to vote may cast as many votes for each vacancy as such member has under the provisions of Article V of these Articles and the person receiving the largest number of votes cast by the members for each vacancy is elected. Cumulative voting is not permitted. To the extent permitted by law, proxy voting is allowed for the election of Directors.

## **ARTICLE VI**

### Officers

The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall include: President, Vice-president, Secretary and Treasurer and shall perform such duties and have such powers as designated by the By-Laws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association, and they shall serve at the pleasure of the Board of Directors.

## **ARTICLE VII**

### Duration

This Association shall have perpetual existence unless duly terminated pursuant to the Articles or applicable law.

## **ARTICLE VIII**

### By-Laws

The By-Laws may be amended or rescinded by the approval of not less than sixty-seven percent (67.0%) of the voting interests in the Association, and evidenced by a certificate signed by the President and Secretary of the Association which certifies that the requisite approval was obtained. Such certificate shall be included and kept in the official corporate records of the Association.



## ARTICLE IX

### Amendments to Articles

Section 1. Regulatory Compliance. The Association 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 to amend these Articles: (i) 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, guaranty, or purchase mortgage loans secured by a Lot; or (ii) to cure any ambiguity or error any inconsistency between these provisions and the other Legal Documents, (iii) to comply with any governmental laws, ordinances, rules or regulations pertaining to the Property.

Section 2. Amendments. Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, except that each such amendment must have the approval of not less than sixty-seven percent (67.0%) of the voting interests in the Association, and evidenced by a certificate signed by the President and Secretary of the Association which certifies that the requisite approval was obtained. Such certificate shall be included and kept in the official corporate records of the Association.

## ARTICLE X

### Voting Requirements

Section 1. Percentage Requirements. If any provision of these Articles, the Declaration, or the By-Laws expressly requires the approval of the membership, and in the absence of an express provision requiring a specified percentage of the total votes eligible to be cast by the membership, the majority vote of those members present and voting at a meeting duly called and convened, at which a quorum is present in person or by proxy (if proxy voting is permitted for the vote being cast), is sufficient to constitute an act of the membership.

Section 2. Two-Thirds of Membership. Any of the following constitute extraordinary actions that must be approved by two thirds (2/3) of the members of the Association: (i) any mortgaging or conveyance of this Association's property; (ii) any merger or consolidation of this Association; (iii) any dissolution of this Association; (iv) amendment of these Articles of Incorporation.

Section 3. Two-Thirds of Those Present. The following constitutes an extraordinary action that requires the approval of two thirds (2/3) of the Association members present at a duly called meeting, in person or by proxy: (i) any special assessment as provided in Article 2.9 of the Declaration. For the avoidance of doubt, specific assessments provided for in Article 2.11 of the Declaration require a majority vote of the Board of Directors for approval.

Section 4. Notice, Proxies, and Quorum Requirements. Procedures for the notice of meetings, the use of proxy voting and meeting quorum requirements for members shall be established in the By-Laws and/or Declaration and shall be in conformance with applicable Florida law.

Section 5. Written Action. Any action that may be taken at any membership meeting and any extraordinary action enumerated in this Article, may be taken without a meeting, without prior notice, and without a vote if: (i) written consent, setting forth the action so taken with specificity, is signed by those Owners entitled to exercise not less than the minimum number of votes necessary to authorize or take such action at a meeting; and (ii) within 10 days after obtaining such written consent, notice thereof is

given to those members who have not so consented in writing.

Section 6. Certificate. An instrument signed by any executive officer of this Association, and attested by the Association's Secretary under the Association's seal, is conclusive that any required approval has been obtained in the manner provided in these Articles as to Persons without actual knowledge to the contrary.

#### **ARTICLE XI** Interpretation and Conflicts

Reference is made to the terms and provisions of the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. All terms defined in the Declaration have the same meaning where used in these Articles, and the rules of interpretation set forth in the Declaration apply to the interpretation, construction, application, and enforcement of these Articles. By subscribing and filing these Articles, the incorporators intend their provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, applied, and enforced with those of the Declaration to avoid inconsistencies or conflicting results. The duties and powers of the Association shall be those set forth by Florida law, the Declaration, these Articles, and the By-Laws of the corporation. If there are conflicts or inconsistencies between such, then the provision of Florida law, the Declaration, these Articles of Incorporation and the Bylaws, in that order, shall prevail, and each member with voting rights, by acceptance of a deed or other conveyance therefore, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

#### **ARTICLE XIV** Subscribers

The names and addresses of the subscribers to these Articles are as follows:

Carol Gorey	4057 Glenhurst Dr. N. Jacksonville, Florida 32224
John Morris	4069 Glenhurst Dr. N. Jacksonville, Florida 32224
Leyse Lowry	4116 Glenhurst S. Jacksonville, Florida 32224

# ADOPTION OF ARTICLES AND CERTIFICATION OF MEMBER VOTES

Pursuant to Fla. Stat. § 617.1006(3)

IN WITNESS WHEREOF, for the purposes of giving effect to these Amended and Restated Articles of Incorporation for Lakewood at Windsor Parke Association, Inc., under the laws of the State of Florida, the undersigned, hereby adopt these Amended and Restated Articles for the corporation and CERTIFY that such adoption is after approval by sufficient and proper vote of the members of the association in favor of adoption, in accord with the corporation's governing documents and Florida law, on the 19 day of May, 2012.

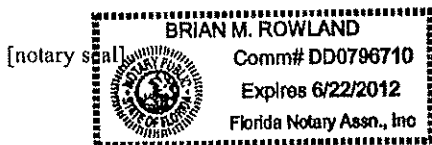
Carol Gorey, Pres/D

John Morris, VP/D

Leyse Lowry, Sec/Treas/D

STATE OF FLORIDA  
COUNTY OF DUVAL

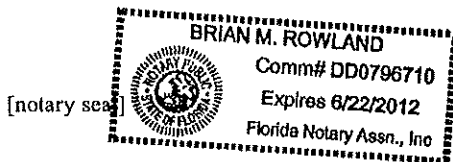
The foregoing instrument was acknowledged before me this day 29th of MAY, 2012 by Carol Corey who is personally known to me [ ]; or who produced \_\_\_\_\_ as identification.



Brian M. Rowland  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

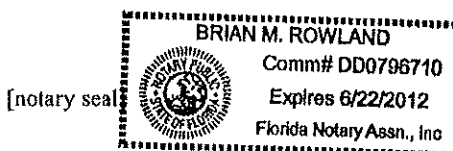
The foregoing instrument was acknowledged before me this day 29th of MAY, 2012 by John Morris who is personally known to me [ ]; or who produced FLA Drivers License as identification.



Brian M. Rowland  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this day 29th of MAY, 2012 by Leyse Lowry who is personally known to me [ ]; or who produced \_\_\_\_\_ as identification.



Brian M. Rowland  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission expires: \_\_\_\_\_

## EXHIBIT "4"

### AMENDED AND RESTATED BY-LAWS OF LAKEWOOD AT WINDSOR PARKE ASSOCIATION, INC.

#### A Not for Profit Corporation

#### ARTICLE I

Section 1. Definitions and Operation. These are the Amended and Restated By-Laws (the "By-Laws") of the LAKEWOOD AT WINDSOR PARKE ASSOCIATION, INC. (the "Association"), a Florida not for profit corporation, having its principle office in the home of the current President. Reference is made to the Amended and Restated Declaration of Covenants and Restrictions for Lakewood at Windsor Parke, Inc., (the "Declaration") where necessary to interpret, construe, and apply the provisions of the By-Laws. These By-Laws fully amend and restate all prior bylaws, and their amendments, adopted by the Association.

When interpreting these By-Laws the following shall apply:

- (a) Definitions. Terms defined in the Declaration have the same meaning when used in these By-Laws.
- (b) Consistency. By adopting these By-Laws, this Association's Directors intend them to be consistent with the provisions of this Association's Articles of Incorporation (the "Articles") and with those of the Declaration.
- (c) Conflict. These By-Laws are to be interpreted, construed, and enforced with the Articles and the Declaration to avoid inconsistencies or conflicting results. Provided, however, these Bylaws are inferior to the Declaration and Articles, and to the extent of any conflict in their terms, the Articles and then the Declaration, in that respective order, shall prevail and supersede.

Section 2. Membership and Voting Rights. Membership and voting rights in this Association are set forth in Articles III and IV of the Articles and may be further defined and described in the Declaration. In the event a member is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary, trustee or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity member or upon the entity member no longer being a member (e.g., upon sale of its Lot), which will create a vacancy in any elected or appointed position within the Association in which such person may have been serving, to be filled by the Board just as the Board would fill the vacancy created when an individual member sells their Lot.

Section 3. Seal. This Association has a seal in circular form having within its Not for Profit circumference the words "Lakewood at Windsor Parke Association, Inc." and "Corporation".

Section 4. Fiscal Year. This Association's fiscal year begins on the first day of January each calendar year.

Section 5. No Vested Rights. No member of this Association has any vested right, interest, or privilege of, in or to the assets, functions, affairs, or franchises of this Association, nor any right, interest, or privilege that is transferable or inheritable except as an incident to the transfer of title to such member's Lot.

Section 6. Amendment. These By-Laws may be altered, amended, or rescinded in the manner set forth in the Articles of Incorporation.

## ARTICLE II

### Member's Meetings

Section 1. Annual Meetings. The annual meeting of this Association is held each year during the month of October or November, on such date, time and place as the Board of Directors determines.

Section 2. Special Meetings. Special membership meetings may be called at any time by the President or the Board of Directors, or upon the written request of the members in good standing who are entitled to cast one-fourth (1/4) of the member votes. No proxies shall be allowed for the purpose of this section.

Section 3. Notice. Written notice of each member's meeting shall be given in accordance with Florida law and as may additionally be required by the Articles by or at the direction of the Secretary, and shall specify the place, day, and hour of the meeting and its purpose. Meetings may be held at such places within Duval County, Florida, as may be designated by the Board of Directors. All notices may be given, as law requires or permits, by personal delivery, electronic mail or postal mailing.

Section 4. Special Notices. Any special notices concerning the business of the Association to members required shall be given by personal delivery, by electronic mail or by mailing a copy, postage prepaid, addressed to the member's address last appearing on the Association's books any combination thereof. Mailing or delivery of notice to any co-owner is effective upon all co-owners of such Lot, unless any co-owner has requested the Association in writing to give notice to such co-owner and furnished the Association with the address to which such notice may be given by mail.

Section 5. Proof of Notice. An affidavit by the person or persons actually giving notice of any meeting, and attested by the Secretary under this Association's seal, is conclusive as to the regularity of any notice with respect to any Person absent actual knowledge of any defect in notice.

Section 6. Waiver of Notice. Notice of any meeting may be waived in writing at any time before, at, or after such meeting; and neither the business transacted at, nor the purpose of, any regular or special meeting need be specified in any written waiver. A member's attendance at any meeting constitutes a waiver of all defects in notice unless the member expressly objects at the beginning of the meeting to the transaction of any business because the meeting is not regularly called.

Section 7. Quorum. The percentage of voting interests required to constitute a quorum at a meeting of the members shall be thirty percent (30.0%) of the total voting interests in the Association. Members whose voting rights have been suspended shall not be counted in calculation of a quorum. Unless otherwise provided in Chapter 720, Florida Statutes, or in the Articles of Incorporation of the Association, decisions that require a vote of the members must be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained.

Section 8. Adjournment. If a meeting otherwise duly called and convened, with requisite quorum present, is adjourned to another time or place, notice of the adjourned meeting is not required, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken.

Section 9. Record Date. Any notice of a meeting of the membership must be given to each member as shown upon the Association's books as of the date such notice is given. Only those members shown as members in good standing upon the Association's books are entitled to vote at meetings.

Section 10. Proxies. Members may vote in person or by proxy at any meeting. All proxies are revocable and terminate automatically upon conveyance of title to the member's residence. All proxies must be in writing, signed by the member, and expire 11 months from date unless otherwise expressly provided. A proxy is not revoked by incompetency or death until the Association receives written notice thereof. No person shall be permitted to vote more than five (5) proxies at a meeting. A member represented by a valid proxy at any meeting is "present" for all purposes. For the avoidance of doubt, members may vote on any matter, including the election of directors by casting a their vote by proxy for person(s) already nominated.

Section 11. Membership List. A complete list of the members entitled to vote at all meetings, and their respective addresses, must be kept on file at the Association's office, open to inspection by any member. The list also must be produced at the time and place of the meeting for inspection by any member at any time during the meeting.

Section 12. Voting Requirements. Every act and decision done or made by a majority of the members (or such higher voting threshold as may be required for certain member voting matters) present at a meeting duly called at which a quorum is present is an act of the membership.

Section 13. Joinder in Minutes of Meeting. Members may join in the action of a meeting or any portion thereof by signing and concurring in the minutes or a selected portion thereof. Such joinder shall constitute the vote of the members for the purpose of approval or disapproval of any matter and the presence of such member for the purpose of establishing a quorum.

### ARTICLE III

#### Board of Directors

Section 1. Number and Composition. The Board of Directors shall consist of at least three, but not more than nine members, provided there shall not be an even number of Directors. Each Director continues in office until a successor has been elected and qualified, unless the Director sooner dies, resigns is removed, or is incapacitated or otherwise unable to serve.

Section 2. Standard of Care. Each Director must perform all duties as a Director, including duties as a committee member: (i) in good faith; (ii) in a manner the Director reasonably believes is in the best interest of this Association; and (iii) with such care as an ordinarily prudent person in a similar position would exercise under similar circumstances.

Section 3. Reliance. A Director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by any of the following, unless the Director has actual knowledge that reliance is unjustified:

- (a) Officers. One or more officers, employees, or managers of this Association whom the Directors reasonably believe are reliable and competent in the matters presented;
- (b) Professionals. Legal counsel, public accountants, architects, engineers, or other professionals as to matters that the Director reasonably believes are within such person's professional or expert competence; and
- (c) Committees. An Association committee upon which such Director does not serve, duly constituted pursuant to the Declaration, the Articles, or these By-Laws, as to matters within its designated authority, if the Director reasonably believes the committee merits confidence. members of the Association.

Section 4. Compensation. Any Director may be reimbursed by the Board for actual expenses incurred in the performance of the Director's duties, but no Director may be paid any compensation by this Association for services rendered to the Association as a Director.

Section 5. Nomination. Nomination for election to the Board of Directors may be made from among members by the Nominating Committee or from the floor at the annual meeting of the members. 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. The Nominating Committee shall make as many nominations for election to the Board of Directors as than the number of vacancies that are to be filled. It shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 6. Election. Election to the Board of Directors must be by secret written ballot. Each member entitled to vote for the election of Directors as many votes for each vacancy as the member has under the provisions of the Declaration. The person receiving the most votes for each vacancy is elected. Cumulative voting is not permitted.

Section 7. Term of Office. The term of office for all Directors is two years, and any Director may succeed himself or herself in office. The terms of office for the Directors shall be staggered to ensure continuity of knowledge of the Board. After the adoption of the Amended and Restated Articles of Incorporation, initially the majority of Directors shall be elected for two years and the minority Directors shall be elected for one year. Thereafter, the new Directors shall be elected at the expiration of the term of the existing Directors.

Section 8. Removal. Any Director, or the entire Board of Directors, may be removed with or without cause at any meeting called expressly for such purpose by a majority vote of the members entitled to vote for the election of Directors.

Section 9. Vacancies. If a Director dies, resigns, is removed, or is incapacitated or otherwise unable to serve, the remaining Directors, even if less than a quorum, may fill such vacancy by majority vote. Any appointed Director serves only the unexpired term of his predecessor.

## ARTICLE IV

### Directors' Meetings

Section 1. Regular Meetings. Regular Board meetings may be held at such time and place as determined by the Board, but at least once every three (3) months. The newly elected Board shall meet within ten (10) days after the annual Association members' meeting at which they were elected. If a regularly scheduled meeting falls on a legal holiday, such meeting is held at the same time on the next day that is not a legal holiday. Regular meetings shall be duly noticed to the members as required by Florida law.

Section 2. Special Meetings. Special Board meetings must be held when called by the President, or by any two Directors, after not less than three (3) days prior notice to each Director. Notice may be waived in writing at any time before, at, or after the meeting. Neither the business transacted at, nor the purpose of the special meeting need be specified in any written waiver. Special meetings shall be duly noticed to the members as required by Florida law.

Section 3. Quorum. A majority of the Directors constitutes a quorum for all purposes. Every act and decision done or made by a majority of the Directors present at a meeting duly called at which a quorum is present constitutes the act of the Board. Once established, a quorum is effective for all purposes, notwithstanding the subsequent withdrawal of one or more Directors.

Section 4. Conflict of Interest. No contract or other transaction between this Association and one or more of its Directors, or any entity in which one or more of this Association's Directors are directors officers or financially interested is void or voidable because of such relationship or interest if :

- (a) Board disclosure. Such relationship or interest is disclosed or known to the Board of Directors that authorizes, or ratifies the contract or transaction by vote or written consent sufficient for such purpose without counting the votes or consents of the interested Directors; or
- (b) Membership. Such relationship or interest is disclosed or known to the members of the Association entitled to vote thereon and they authorize or ratify such contract or transaction by the requisite vote.

In all such events of conflict or appearance of conflict of interest, such contract or transaction shall be fair and reasonable to the Association at the time it is authorized by the Board or the members, as applicable.

Section 5. Presence. Any Director present at a Board Meeting at which action on any matter is taken is presumed to have assented to such action unless the Director: (i) votes against and may be counted in determining the presence of a quorum at the action; or (ii) abstains from voting because of an asserted conflict of interest. A director's presence at any meeting constitutes a waiver of notice of such meeting and of any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless the Director at the beginning of the meeting objects to the transaction of business because the meeting is improperly called or convened.

Section 6. Informal Action. Any Board action that is required or permitted to be taken at a meeting may be taken without a meeting if a written consent to such action is signed by all Directors and filed in the minutes of the Board's proceedings. Directors are deemed present at any meeting for all purposes if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can hear each other.

Section 7. Proxy Voting by Directors. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in their election of officers. This also applies to: the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds; and any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the Association.



## ARTICLE V

### Powers of Board of Directors

Section 1. General. The Board has the power to exercise for and on behalf of this Association all powers, duties, and privileges vested in, or delegated to, this Association and not reserved to its membership by law or by any provision of these By-Laws, the Articles, or the Declaration. Without limitation, the Board may employ all managers, independent contractors, professional advisors, employees and agents as the Board deems advisable, prescribe their duties, and fix their compensation, if any. The Board has the authority to contract for services and materials to be provided for the benefit of the Owners or the Property consistent with the provisions of the Declaration.

Section 2. Rules and Regulations. The Board has the power from time to time to adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of all or any portion of the Property and this Association's activities, so long as such rules and regulations are consistent with the rights and duties established by the Articles and the Declaration.

Section 3. Enforcement. For material violation of any of its rules or regulations, the Board may: (i) require any member to make restitution to this Association for any loss resulting from any violation by way of specific assessment; or (ii) establish a fine committee to determine whether to impose reasonable fines. Procedures at all times must afford the affected member reasonable prior notice and opportunity to be heard in an impartial manner as required by applicable law.

Section 4. Suspension of Membership Rights. The Board is authorized, without prior notice, to suspend any member's voting rights pursuant to the Declaration and applicable law.

Section 5. Assessments. The Board has the power to determine what, if any, assessments are to be levied pursuant to the Declaration.

Section 6. Indemnification. The Board has the power to provide indemnification for this Association's officers, directors, employees (including volunteer employees), agents and members to the extent and in the manner from time to time permitted by the laws of the State of Florida, except that the Board cannot provide indemnification for criminal, intentional or willful misconduct.

## Article VI

### Duties of the Board of Directors

Section 1. General. The Board is responsible to see to the performance of all duties of the Association as set forth in the Declaration. The Board shall keep a complete record of the minutes of its meetings and shall keep copies thereof available for inspection by members at the annual meeting, at special meetings, and when inspection is duly requested. The Board supervises all of the Association's officers, agents, employees (including volunteer employees), committees, and contractors and sees that their respective duties are properly performed. The Board otherwise manages the affairs of this Association as provided in these By-Laws, the Articles and the Declaration.

Section 2. Estoppel Certificates. Upon request by any interested Person, the Board shall cause an appropriate Association officer to issue a certificate to the status of assessments with respect to any Lot.

Such certificates bind this Association as of the date of issuance properly executed by an appropriate officer. The Board may make a reasonable, uniform charge for issuing such certificates.

Section 3. Financial. With the assistance of this Association's Treasurer, the Board prepares an annual budget and financial statements for presentation to the membership at each annual meeting and causes an audit of this Association's financial statements to be made by an independent accountant whenever requested by a majority of members present at a duly called meeting of members. The Board shall also prepare an annual statement of income and expense and shall present same at the annual meeting of members and shall make it available to all Owners and their mortgagees upon request.

Section 4. Insurance. The Board must procure and maintain in force and effect at all times adequate public liability and fire extended coverage casualty insurance with respect to all property from time to time owned by this Association. The Board also must cause persons or entities employed, authorized, or contracted with to collect, disburse, and manage the Association's funds, including the Association's officers, directors, and uncompensated volunteers, to be bonded or insured with adequate fidelity and errors and omissions coverage for the benefit of the Association. The premiums for the foregoing shall be paid from the Association funds.

Section 5. Management. Within the limits of available funds, the Board may employ such professional managers, accountants, attorneys, architects, and other to assist the Board in the performance of its duties. The Board may contract with any other Person to manage the Association's affairs, in whole or in part. No such management contract may be for a term longer than one year and must be terminable by the Association without cause upon not more than 90 days prior written notice.

## ARTICLE VII

### Committees

Section 1. Permanent Committees. The Board shall appoint an Architectural Review Committee, Landscape Committee, Social Committee and Nominating Committee, as provided by these By-Laws.

Section 2. Other Committees. The Board may form and dissolve such other committees as the Board deems necessary or appropriate to assist the Board in managing the Association's affairs. All committee members are appointed by, and serve at the pleasure of the Board unless the appointing authority is delegated by Board resolution to an officer. No such committee can be authorized to expend or commit the Association to expend any Association monies unless the action is ratified or approved by the Board. Committee members shall be members of this Association.

## ARTICLE VII

### Books and Records

Section 1. Records Enumerated. In addition to any other records required to be kept under Fla. Stat. § 720.303(4), or similar laws, this Association must keep correct and complete: (i) books and records of account; (ii) minutes of the proceedings of its members and the Board of Directors, (iii) a membership record, if any; (iv) Committee reports and records. Records shall be kept for a minimum of ten (10) years, or as long as determined by the Board or as long as required by applicable law.

Section 2. Inspection. Pursuant to Fla. Stat. § 720.303(5) the official records of this Association

will be open to inspection and copying during reasonable business hours by any Owner, any Mortgagee, insurer or guarantor of a First Mortgage. 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, although the Association may require a reasonable, uniform charge for such copies and certification. The Articles, and these By-Laws must be available for inspection by any person at the Association's principal office.

## ARTICLE IX

### Officers

Section 1. Enumeration. This Association's regular officers are a President, Vice President, Secretary, and Treasurer, who are elected at the first Board meeting of the newly elected Board following each annual meeting, or until their respective successors are elected and qualified, unless any such officer sooner dies, resigns, is removed, or is incapacitated or otherwise unable to serve.

Section 2. Special Offices. The Board of Directors may appoint such other officers as it deems advisable, each of whom will hold the office for such period, have such authority, and perform such duties as the Board from time to time determines.

Section 3. Resignation and Removal. Any officer may be removed by the Board with or without cause at any time. No officer has any vested right, privilege, or immunity with respect to any office. A resignation of any office need not be accepted to be effective. Vacancies are filled by Board Appointment.

Section 4. Multiple Offices. No person simultaneously may hold more than one other regular office, except that the offices of Secretary and Treasurer may be held by the same person. Any regular officer also may hold one or more special offices.

Section 5. Duties. The duties of the regular officers are as follows:

- a) President. The President: (i) is entitled to preside at all meetings of the Board of Directors, and the membership; (ii) sees that orders and resolutions of the Board are carried out; and (iii) is the chief executive officer of the corporation who signs all leases, mortgages, deeds, and other written instruments, and co-signs all checks and promissory notes. The President shall have all the general powers and duties which are incident to the office of president of a corporation formed under the Florida Not For Profit Corporation Act.
- b) Vice President. The Vice President acts in place of the President if the President is absent, unable, or refuses to act, and shall have all powers and authority of the President when so acting.
- c) Secretary. The Secretary: (i) records the votes and keeps the minutes of all meetings and proceedings of the Board of Directors, and the members; (ii) keeps the corporate seal of this Association and affixes it on all instruments requiring it; (iii) gives notice of all meetings of the Board and the membership; and (iv) keeps the membership record as provided in these By-Laws.
- d) Treasurer. The Treasurer: (i) causes the receipt and deposit into appropriate bank accounts of all Association monies and disburses such funds as directed by the Board; (ii) signs all checks and promissory notes of this Association; (iii) keeps proper books of accounts; (iv) with the assistance of the Board, causes an annual audit of the Association's books to be made by an independent accountant when requested by the membership as provided in these By-Laws; and (v) also with the assistance of the Board, prepares an annual budget and a settlement of income

and expense for presentation to the membership at its regular annual meeting.

Any regular officer also may exercise such other powers, and discharge other duties, as the Board from time to time may require or permit.

## ARTICLE X

### Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the uniform rate established from time to time by the Board of Directors, not to exceed the maximum lawful rate permitted by Florida law or to be less than ten percent (10%) per annum, from the date of delinquency. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment and/or foreclose the lien against the property, and interests, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

## ARTICLE XI

### Miscellaneous

Section 1. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

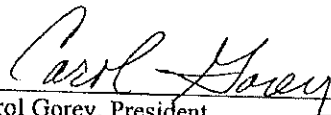
Section 3. Gender and Grammar. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 4. Fiscal Year. The fiscal year of the Association shall begin on May 1 and end on April 30 or as may be otherwise set by Board resolution.

Section 5. Conflicts. The duties and powers of the Association shall be those set forth by Florida law, the Declaration, these By-Laws, and the Articles of Incorporation. If there are conflicts or inconsistencies between such, then the provision of Florida law, the Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail, and each member with voting rights, by acceptance of a deed or other conveyance therefore, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

### Attestation

IN WITNESS WHEREOF, the undersigned have signed this document for the purpose of authenticating it as the Amended and Restated By-Laws of Lakewood at Windsor Parke Association, Inc., a Florida corporation not for profit, as duly adopted by its Board of Directors on the 19<sup>th</sup> day of May, 2012.

  
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Carol Gorey, President