

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TEKA VILLAGE ADULT SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS ("Restated Declaration") is made and entered into this 13th day of Dec, 2011, by the Teka Village Homeowners Association, Inc., a Florida non-profit corporation. 2013

WITNESSETH

WHEREAS, the Teka Village Homeowners Association, Inc., is a Florida Not For Profit Corporation ("Association"); and

WHEREAS, the Declaration of Covenants and Restrictions was recorded on May 17, 1989, in Official Records Book 922, Pages 277, et. seq., Public Records of Osceola County, Florida, and amended by that certain Amendment to Declaration, recorded in Book 968, Page 2313, Public Records of Osceola County, Florida; and amended by that certain Amendment to Declaration, recorded in Book 1099, Page 2754, Public Records of Osceola County, Florida; and amended by that certain Amendment to Declaration, recorded in Book 1209, Page 2268, Public Records of Osceola County, Florida; and amended by that certain Amendment to Declaration, recorded in Book 1220, Page 2758, Public Records of Osceola County, Florida; and revised by that certain Revised Declaration of Covenants and Restrictions, dated February 2000 and recorded on February 22, 2000, in Official Records Book 1705, Pages 298, et. seq., Public Records of Osceola County, Florida (collectively the "Declaration"); and

WHEREAS, control of the Association rests with Owners of the Association; and

WHEREAS, a majority of the existing Board of Directors for the Association and at least Fifty-One Percent (51%) of the votes in the Association favor amending and restating the Declaration in accordance with the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The above-mentioned Recitals are hereby incorporated and made a part of this Amendment as if more fully set forth herein.
2. **Applicability.** The terms, covenants, conditions and requirements of this Restated Declaration shall be retroactively applied from the date of recording the Declaration to all Owners within the Association.
3. **Amendment.** A majority of the existing Board of Directors for the Association and at least Fifty-One Percent (51%) of the votes of the Members at the time of execution of this Restated Declaration, do hereby declare that, pursuant to a special meeting duly noticed and

called to order for the purpose of amending and restating the Declaration in accordance with the modifications as reflected herein, the Declaration be furthered amended and restated as follows:

ARTICLE I – DEFINITIONS

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions, except as otherwise specified, and shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Property, and the preservation of the value of the Lots and improvements thereon. Capitalized terms shall be defined as set forth below.

Section 1. Articles of Incorporation. That which incorporated the Teka Village Homeowners Association, Inc., (the "Association") under the law of the State of Florida, as records on April 21, 1989, document record number N31869, with the Department of State of the State of Florida.

Section 2. Association Teka Village Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 3. Attached. A connection to roof or wall, or the sharing of a common slab or footing of a Dwelling Unit. For the purposes of this definition, the perimeters of a Dwelling Unit will be considered at ground level.

Section 4. Board shall mean the Board of Directors of the Association.

Section 5. Bylaws means the Bylaws of the Association, which have been or shall be adopted and amended from time to time.

Section 6. Common Area as legally described in the records of Osceola County, as amended, shall mean real property within the Teka Village Adult Subdivision, other than Dwelling Units, which are owned or leased by the Association or dedicated for use or maintenance by the Association, or its Members, and which shall include, but not limited to fences, walls, landscapes, roads, roadways, parking areas and storm water management areas which are not dedicated to the public.

Section 7. Common Expenses The expenses incurred or anticipated to be incurred by the Association for the general benefit of all Lots, including any reasonable reserve, as the Board may find necessary and appropriate in performing its duties and in exercising its prerogatives, including without limitation costs incurred for operation, maintenance, insurance and improvement of the Common Area, pursuant to this Restated Declaration, the By-Laws and the Articles of Incorporation.

Section 8. Department The Department of Business and Professional Regulation.

Section 9. Design Guidelines The architectural guidelines and procedures, if any, adopted pursuant to Article V.

Section 10. Division. The Division of Florida Land Sales, Condominiums, and Mobile Homes in the Department of Business and Professional Regulation.

Section 11. Dwelling Unit (also Residential Unit) refers to any building or portion of a building constructed on a Lot and intended for use and occupancy as a single family residence susceptible to ownership for which a certificate of occupancy has been issued by the applicable governmental authorities.

Section 12. Governing documents of the Association are:

- (a) this Restated Declaration and all duly adopted amendments and supplements;
- (b) The Articles of Incorporation and Bylaws of the Association, and any duly adopted amendments thereto;
- (c) any duly adopted written rules and regulations of the Association. These documents pertain to and are subordinate to the applicable Federal regulations, the State of Florida Statutes and Administrative Codes, and to the municipal codes of Osceola County and the City of St. Cloud.

Section 13. Lot or SFRL (single family residential lot) is any plat of land together with the Dwelling Unit or other improvements shown upon any recorded Subdivision plat, with exception of the Common Area.

Section 14. Member. A person entitled to membership in the Association, as provided in Section 2.3.

Section 15. Mortgagee shall mean and refer to an institutional holder of a first mortgage encumbering a portion of property as security for the performance of an obligation. Also an insurer or guarantor of such mortgage if it is holding a first mortgage on any portion of the property.

Section 16. Owner One or more persons or entities that hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. All Owners of a single Lot shall be treated for all purposes as a single Member, irrespective of whether such ownership is joint, in common, or tenancy by the entirety. If a Lot is sold under a recorded contract of sale, then upon recording of such contract, the purchaser (rather than the fee owner) will be considered the Owner, if the contract specifically so provides.

Section 17. Parcel means a platted or unplatted lot, tract, unit or subdivision of real property within a community.

Section 18. Person. A natural person, a corporation, a partnership, a trustee or any other legal entity.

Section 19. Property is that certain real property described in the records of Osceola County together with improvements and such additions to the property and may be brought within the jurisdiction of the Association by annexation.

Section 20. Special Assessment. Assessments levied in accordance with Section 5.4.

Section 21. Specific Assessment. Assessments levied in accordance with Section 5.5.

Section 22. Supplemental Declaration. An amendment or supplement to this Restated Declaration filed in the Official Records of Osceola County, Florida, for such purposes as this Restated Declaration may provide.

Section 23. Use Restrictions and Rules. The use restrictions and rules of the Association set forth in Article IV, as they may be supplemented, modified and repealed pursuant thereto.

ARTICLE II – THE ASSOCIATION

Section 1. Title. This Subdivision is designated the Teka Village Adult Subdivision.

Section 2. Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area within the Property. The Association shall be the primary entity responsible for enforcement of this Restated Declaration and such reasonable rules regulating use of the Property as the Board may adopt. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration, and the Design Guidelines. The Association shall perform its functions in accordance with this Restated Declaration, the By-Laws, the Articles and Florida law.

Section 3. Property Subject to Declaration.

- (a) **Existing Property.** The real property which is subject to this Declaration is all of the real property located in Osceola County, Florida and referred to as the Teka Village Subdivision, the plat of which is recorded in Plat Book _____, Page(s) _____, Public Records of Osceola County, Florida, as the same may be modified from time to time and may be referred to herein.
- (b) **Annexation.** Subject to the consent of the owner thereof, the Association may annex real property, other than the Property covered by this Restated Declaration pursuant to the provisions of this Declaration and the jurisdiction of the Association.
 - (1) Such annexation hereunder this Subsection 2.3(b) shall require the affirmative vote of Members representing a majority of the Members present at a meeting duly called in accordance with the By-Laws and shall require the consent of the majority of the Board.

- (2) The annexation of land under this Subsection 2.3(b) shall be accomplished by the recordation in the Public Records of Osceola County, Florida of a Supplemental Declaration describing the property being annexed and signed by the President and Secretary of the Association and by the owner of the property being annexed. Any such annexation shall be effective upon filing unless otherwise provided therein.
- (c) Merger. Additional land will also become subject to this Restated Declaration upon a merger or consolidation of the Association with another Association.
 - (1) Upon such a merger or consolidation as provided in the Articles of Incorporation, Association's properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association, or, alternatively, the properties, rights and obligations of another Association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger.
 - (2) The surviving or consolidation Association may administer the covenants and restrictions established by this Restated Declaration within the Association together with the covenants and restrictions established by a supplemental Declaration upon any other properties as one scheme. No such merger or consolidation, however, shall revoke, diminish or change the rights of the Owners to the utilization of the Common Area except to grant the Owners of the properties being added the right to use the Common area.
- (d) No provision of this Declaration shall be construed to require any Person to annex or withdraw any real property to or from the scheme of this Declaration.

Section 4. Description.

- (a) This Subdivision is strictly for adult residency and shall be regulated by the provisions of the State of Florida Fair Housing Act and the Federal Fair Housing Act.
- (b) The term residency means a person living in the community who may or may not be a resident of the State of Florida.
- (c) The minimum age for residency is 18 years. The Association shall accordingly publish notice and adhere to policies and procedures that demonstrate the intent of such residency limitations.
- (d) No more than one family may reside in a Dwelling Unit at any one time.

- (e) In the event of the birth of a child by a Member, that Member shall have a minimum of one (1) year from that birth to make living adjustments necessary to comply with the minimum age restriction.
- (f) Exceptions to the residency restrictions established in Section 4(c) above may be granted by the Board:
 - (1) for the temporary custodial care of a minor; or
 - (2) for any other reason, as determined by the Board on a case-by-case basis, in the Board's sole discretion; provided such exception comports with the Association's obligation to preserve and enhance the character of the community.
- (g) Minors shall be the direct responsibility of their parents, guardians, and host Members, including full supervision of them while within the community.
 - (1) Minors' play and game facilities, such as slides, swings and the like, either permanent or temporary, whether visible or not to the street, are not permitted on the outside of a Dwelling Unit.
 - (2) Minors are permitted to attend social events and activities of the community when accompanied by a responsible adult Member.
 - (3) No minor is permitted to play bingo or be involved in the conduct of a bingo game in any way.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership Eligibility. Any person or entity who is a record owner of a deed is deemed a member of the Association provided that the person or entity does not hold such interest merely as a security for the performance of any obligation. Membership shall be appurtenant to, and may not be separated from, the ownership of any Lot. Transfer of Lot ownership either voluntarily or by operation of law shall terminate membership in the Association and said membership shall be vested in the transferee.

Section 2. Membership. Members shall be entitled to one (1) vote for each Lot owned. When more than one Person holds interest in any Lot, all Persons shall be members and the vote shall be exercised as they among themselves determine. In no event shall more than one vote be cast with respect to any Lot.

Section 3. Voting and ballots. All eligible Members of the Association have the right to vote under the format and procedures which shall be specifically provided for in the Bylaws. In all cases:

- (a) Written ballots only will be used for voting at or during litigation, mediation, arbitration, Board elections, levying Special Assessments and the amending of the Governing Documents.
- (b) The absentee ballot is the only authorized method of a written ballot for eligible votes who will not vote in person at the time and site where the voting will take place.
- (c) Voting on line items during regular and/or special Member's meetings shall be by a show of hands or by standing.
- (d) The proxy system of voting and/or representation during Board and Association meetings is not permitted.

ARTICLE IV – COMMON AREA

Section 1. Owner Easements in Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title every Lot, subject to:

- (a) this Restated Declaration, the By-Laws and any other applicable covenants or easements promulgated by the Board from time to time;
- (b) any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) the right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules restricting use of recreational facilities within the Common Area to occupants of Lots and their guests (and such others as may be granted use rights pursuant to Subsection (6) herein and any rules limiting the number of guests who may use the Common Area;
- (d) the right of the Association, acting through the Board to dedicate or transfer all or any part of the Common Area subject to such approval requirements as may be set forth in this Restated Declaration;
- (e) the right of the Board to impose membership requirements and charge membership, admission or other fees for the use of any recreational facility situated upon the Common Area;
- (f) the right of the Board to permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board;
- (g) the right of the Association, acting through the Declarant or Board, to mortgage,

pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

- (h) the right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;
- (i) the right of the Association to suspend the use and enjoyment rights of any Member for any reasonable period during which any assessment levied hereunder this Restated Declaration remains unpaid, and/or for any violation of the Use Restrictions and Rules, pursuant to Section 7.2 and Article 12 hereinafter; and
- (j) the right of the Association to transfer all or any part of its interest in the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions hereof, shall be effective unless an instrument signed by Member entitled to case two-thirds (2/3) of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, subject to reasonable regulation as provided for in this Section 4.1. An Owner who leases his or her Dwelling Unit shall be deemed to have assigned all such rights to the lessee of such Dwelling Unit.

Section 2. Damage or Destruction of Common Area by Owner. In the event any portion of the Common Area is damaged or destroyed by an Owner or any of the Owner's family members, guests, tenants, invitees, licensees or agents such Owner does hereby authorize the Association to repair said damaged area. The Association shall repair such damaged area in good and workmanlike manner in conformance with the original plans and specifications of the area involved, or as previously modified or altered by the Association, altering or modifying said plans and specification to the extent necessary to bring the Common Area into compliance with current building code, fire codes and other such applicable governmental regulations. At the discretion of the Association, all costs and fees associated with such repair and/or replacement shall become a Specific Assessment upon the Dwelling Unit of the responsible Owner.

Section 3. Damage or Destruction of Common Area by Casualty.

- (a) Immediately after damage or destruction to all or any part of the Common Area caused by fire, wind or other such casualty, the Board or its duly authorized agent shall file all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

- (b) Any damage to or destruction of the Common Area caused by fire, wind or other such casualty shall be repaired or reconstructed unless Members representing at least fifty-one percent (51%) of the total votes in the Association decide within sixty (60) days after the loss not to repair or reconstruct.
- (c) If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.
- (d) If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with this Restated Declaration.
- (e) Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association, and placed in a capital improvements account.
- (f) If insurance proceeds received, after application of any applicable deductible, are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall.

Section 4. Condemnation. If any part of the Common Area shall be taken (or conveyed, in lieu under threat of condemnation, by Board action on the written direction of Members representing at least fifty-one percent (51%) of the total votes in the Association) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

- (a) If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking Members representing at least fifty-one percent (51%) of the total votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board.
- (b) If the taking does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be

disburses to the Association and used for such purposes as the Board shall determine.

Section 5. Partition. Except as permitted in this Restated Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area that is the subject of such partition action has been removed from the provisions of this Declaration. This Article IV shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

Section 6. Transfer or Dedication of Common Areas. The Association may dedicate portions of the Common Areas to Osceola County, Florida, or to any other local, state, or federal governmental or quasi-governmental entity.

ARTICLE V – ASSOCIATION FINANCES

Section 1. Budgeting and Allocation Common Expenses.

- (a) At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, including a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 5.2.
- (b) The Association is hereby authorized to levy Base Assessments equally against all Lots subject to assessment under Section 5.3 to fund the Common Expenses. The Base Assessment shall be set at a level which is reasonably expected to produce total income for the Association equal to not less than the total budgeted Common Expenses, including reserves. In determining the total funds to be generated through Base Assessments, the Board, in its discretion, may consider other sources of funds available to the Association.
- (c) The Board shall send to each Owner notice that the budget has been prepared and is available for Member review at the Association's office at least sixty (60) days prior to the beginning of the fiscal year for which it is to be effective. Such budget shall become effective unless disapproved at a meeting by Members representing at least fifty-one percent (51%) of the total votes in the Association. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of twenty percent (20%) the Members as provided for under Florida law, which petition must be presented to the Board within ten (10) days after delivery of the notice of budget.
- (d) If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year, increased five percent (5%), shall continue for the current year.

Section 2. Budgeting for Reserves. The Board shall annually prepare reserve budgets for general purposes which take into account the number and nature of replaceable assets maintained as a Common Expense, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budgets, with respect both to amount and timing by annual Base Assessments over the budget period.

Section 3. Base Assessments.

- (a) The Board is hereby authorized to levy assessments against each Lot to be used exclusively for the purpose of implementing the corporate purposes and powers of the Association and promoting the recreation, health, safety and welfare of the residents in the Property, including but not limited to:
 - (1) Payment of operating costs of the Association;
 - (2) Payment of taxes and insurance for the Common Areas;
 - (3) Payment of costs associated with maintenance of Common Areas and easements; and
 - (4) Payment of costs associated with maintenance and repair of any streets, road and/or right-of-ways shown on the plat of the Property which the applicable governmental authority has not assumed maintenance thereof;

The Owners hereby acknowledge and agree that this list is not an exhaustive list of all the items contemplated within the amount of the Base Assessments.

- (b) Base Assessments shall be paid in such manner and on such dates as the Board may establish. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year.
- (c) An increase in the amount of the annual general assessment shall be made only by approval of a majority of the Board in an amount sufficient to meet the obligations imposed by the annual budget.

Section 4. Special Assessment. In addition to the annual Base Assessments, Owners may be required to pay a Special Assessment for the purpose of defraying, in whole in or part, the cost of any reconstruction, repair or replacement to the Common Area. Any such Special Assessment must have the approval of the majority of the Owners under the procedures prescribed herein and in the Bylaws.

- (a) Special Assessments shall be approved by at least fifty-one percent (51%) of the votes of Members entitled to vote, in person or by Absentee Ballot, at a meeting duly called for this purpose, written notice of which shall be sent to all Members

at least thirty (30) days and posted in a conspicuously on the Property at least fourteen (14) days in advance of such meeting. All notices shall set forth the specific purpose of the meeting.

- (b) Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

Section 5. Specific Assessment. The Board may assess a particular Lot or Lots constituting less than all Lots within the Property, as follows:

- (a) For the purpose of defraying, in whole or part, the cost of any maintenance, construction, reconstruction, repair or replacement of the Common Area because of damages caused by such Owner, group of Owners, or by such Owner's or group of Owners' family, guests, tenants, invites, licensees or agents, in accordance with Section 4.2 herein;
- (b) To cover costs incurred in bringing a Lot or Lots into compliance with the terms of this Restated Declaration, any applicable Supplemental Declaration, the By-Laws or rules, including, but not limited to, any attorneys fees and costs incurred by the Association whether or not legal proceedings are instituted; and/or
- (c) Against any Owner or Owners responsible for damaging or destroying the Common Area.

Section 6. Personal Obligation.

- (a) Each Owner, by accepting a deed or entering into a recorded contract of sale for any Lot, is deemed to covenant and agree to pay all assessments authorized in this Restated Declaration. All assessments, together with interest from the due date of such assessment at a rate determined by the Board (but not less than ten percent (10%) per annum, subject to the limitations of Florida law), reasonable late charges in such amount as is established by resolution of the Board, costs, and reasonable attorneys' and paralegals' fees, shall be a charge and continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in Section 5.7.
- (b) Each such assessment, together with interest, late charges, costs, and reasonable attorneys' and paralegals' fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. The personal obligation of the then Owner to pay such assessments, charges, costs and fees shall remain that Owner's personal obligation for the statutory period and shall not pass to the Owner's successor in title unless expressly assumed thereby, or unless the Association has caused a lien to be recorded in the Public Records of Osceola County, Florida, giving notice to all persons that the Association is asserting a claim of lien upon the Lot.

- (c) Failure of the Board to fix assessment amounts or rates or to deliver or mail to each Owner as assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was levied, if any, until a new assessment is made, at which time the Association may retroactively assess any difference.
- (d) No Owner may exempt himself or herself from liability for assessments by non-use of Common Area, abandonment of the Owner's Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

Section 7. Lien for Assessments.

- (a) All assessments authorized in this Article V shall constitute a lien against the Lot against which they are levied until paid. The lien shall also secure payment of interest, late charges (subject to the limitations of Florida law), and cost of collection (including attorneys' and paralegals' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies, which by law would be superior, and (b) the lien or charge of any first priority mortgagee of record made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as mortgages on real property are foreclosed under Florida law. The association may recover any interest, late charges, costs, and reasonable attorney's fees and costs incurred in a lien foreclosure action or in an action to recover a money judgment for the unpaid assessments.
- (b) The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; and (b) no assessment shall be levied on it.
- (c) An Owner, regardless of how such Owner's title to his or her Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Owner of the Lot. Additionally, a Member is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present owner from the previous Owner. Notwithstanding anything to the contrary contained in this section, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of

the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

- (1) The Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or
- (2) One percent of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Owner and initially joined the Association as a defendant in the mortgage foreclosure action.

- (d) If a Lot is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the future monetary obligations related to the Lot. The demand is continuing in nature, and upon demand, the tenant must continue to pay the monetary obligations until the Association releases the tenant or the tenant discontinues tenancy in the parcel. A tenant who acts in good faith in response to a written demand from an Association is immune from any claim from the Owner.

- (1) If the tenant prepaid rent to the Owner before receiving the demand from the Association and provides written evidence of paying the rent to the Association within fourteen (14) days after receiving the demand, the tenant shall receive credit for the prepaid rent for the applicable period and must make any subsequent rental payments to the Association to be credited against the monetary obligations of the Owner to the Association. The Association shall, upon request, provide the tenant with written receipts for payments made. The Association shall mail written notice to the Owner of the Association's demand that the tenant pay monetary obligations to the Association.
- (2) The tenant is not liable for increases in the amount of the monetary obligation due unless the tenant was notified in writing of the increase at least ten (10) days before the date on which the rent is due. The tenant shall be given a credit against rents due to the Owner in the amount of assessments paid to the Association.
- (3) The Association may sue for eviction as if the Association were a landlord under Chapter 83, Florida Statutes, if the tenant fails to pay a monetary obligation. However, the Association is not otherwise considered a landlord under Chapter 83 and specifically

has no duties thereunder.

- (4) The tenant does not, by virtue of monetary obligations, have any of the rights of an Owner to vote in any election or to examine the books and records of the Association.
- (5) A court may supersede the effect of this section by appointing a receiver.

Section 8. Exempt Property. The following shall be exempt from payment of Base Assessments and Special Assessments:

- (a) All Common Area and any property owned by Association which is included in the Common Areas;
- (b) Lands dedicated to Osceola County or any other such governmental authority, and utility company or the public; and
- (c) Property exempt from taxation by the laws of the State of Florida.

Section 9. Municipal Mandated Assessment (MMA). In addition to the annual and special assessments authorized above, any owner may apply to the governing body of the City of St. Cloud for its determination, or the City of St. Cloud on its own initiative may determine that it is necessary to mandate and levy an assessment for the purpose of defraying in whole or in part:

- (a) The cost of any maintenance, reconstruction, repair, or replacement upon the Common Area;
- (b) The cost of maintenance, reconstruction, repair, or replacement to be performed by the City of St. Cloud by contract or by force account. Any such assessment shall be mandated and levied by the City of St. Cloud in accordance and in compliance with all applicable laws, ordinances or resolutions related to such assessments, including, but not limited to, prior written notice and public hearing as set forth in Section 5.10.

NO MUNICIPAL MANDATED ASSESSMENT SHALL BE EFFECTIVE AS AGAINST THIRD PARTIES UNLESS AND UNTIL NOTICE OF THE PROPOSED LEVY SHALL BE RECORDED AMONG THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Section 10. Notice and Hearing For Municipal Mandated Assessment (MMA). Written notice of the public hearing set by the City of St. Cloud governing body for the purpose of action authorized under Section 5.9 shall be sent to the Owners of record of the date of the most recent Osceola County ad valorem tax roll.

Section 11. Cost-Due Date(s) – Effect Of Nonpayment Of Municipal Mandated Assessment (MMA).

- (a) Upon completion of the assessment project, the amount of the MMA shall be set by the governing body of the municipality but it shall not exceed the actual cost including administrative cost which shall not exceed ten percent (10%) of the direct cost.
- (b) The MMA shall be due on the date(s) set by the governing body of the municipality upon written notice being sent to every member addressed as shown by the most recent Osceola County ad valorem tax roll not less than thirty (30) days prior to the due date, or first due date in the case of monthly payment.
- (c) Any MMA not paid in full within thirty (30) days after the due date shall bear interest from the due date at a rate to be determined by the governing body of the municipality which shall not exceed twelve percent (12%) per annum. If any sum of money of any MMA is not promptly paid within thirty (30) days next after the same becomes due, then the entire assessment or the entire unpaid MMA shall become due and payable at the option of the municipality.
- (d) The City of St. Cloud may bring an action at law against the owner obligated to pay the same, or in equity to foreclose the lien against the property, or both. No owner may waive or otherwise escape liability for the MMA by abandonment of his lot, nor by non use of the common area.

Section 12. Mortgages.

- (a) Subordination Of Lien to Mortgages.
 - (1) The lien of the Assessments provided for shall be subordinate to the lien of any first mortgage, unless mortgagees shall executed a subordination agreement specifically waiving the first position.
 - (2) In no event shall any second mortgage or other junior mortgage take priority over the Assessment lien.
- (b) Mortgagee Notice Right. Upon written request to the Board, a Mortgagee will be entitled to timely written notice of:
 - (1) Any condemnation loss or any casualty loss which affects a material portion of property on which there is a first mortgage held, insured or guaranteed by such Mortgagee.
 - (2) Any delinquency in the payment of Assessments or charges owed by an Owner of property subject to a first mortgage held, insured or guaranteed by a Mortgagee, which remains unsecured for a period of 60 days.

- (3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (4) Any proposed action which would require the consent of a specified percentage of mortgage holders.
- (c) Mortgagee Information. The Board shall provide, by registered mail to mortgagees, current copies of this Restated Declaration, Articles, Bylaws and rules and regulations of the Association.

ARTICLE VI – RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Association Powers. This Association, as a corporation not for profit, shall have the power to:

- (a) Sue, appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.
- (b) Prepare and adopt annual budgets;
- (c) Assess and collect Assessments from the Owners;
- (d) Provide for the operation, care, upkeep, and maintenance of the Common Area;
- (e) Designate, hire and dismiss the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;
- (f) Adopt, use and alter a common corporate seal. However, a seal must always contain the words "corporation not for profit."
- (g) Elect officers and appoint agents as its affairs shall require and allow them reasonable compensation.
- (h) Adopt, change, amend and repeal Bylaws not inconsistent with law or its Articles of Incorporation for the administration of its affairs and the exercise of its corporate powers.
- (i) Make and amend the rules and regulations of the Association;
- (j) Increase, by a vote of its members cast as the Bylaws may direct, the number of its Directors, which need not be Members, which shall not be less than three but may be more than three.

- (k) Make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises or income.
- (l) Conduct its affairs, carry on its operations, and have offices and exercise the powers granted by the Florida not For Profit Corporation Act in any state, territory, district, or possession of the United States or any foreign country.
- (m) Purchase, take, receive, lease, take by gift, devise, or bequest, or acquire, own, hold, improve, use or deal in and with real or personal property, or any interest, wherever situated.
- (n) Acquire, enjoy, utilize and dispose of patents, copyrights, and trademarks and any licenses and other rights of interest.
- (o) Sell, convey, mortgage, pledge, lease, exchange, transfer, or otherwise dispose of all or any part of its property and assets.
- (p) Purchase, take, receive, subscribe for, or acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or dispose of, use and deal in shares and other interests in, or obligations of other domestic or foreign corporations, whether for profit or not for profit.
- (q) Lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds loaned or invested except as prohibited to Directors and officers of the corporation.
- (r) Deposit all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided any reserve fund may be deposited in the Directors' best business judgment in depositories other than banks.
- (s) Open bank accounts on behalf of the Association and designate the signatories required.
- (t) Make or contract for the making of repairs, additions, and improvements to or alterations of the Common Area, in accordance with this Restated Declaration and the By-Laws.
- (u) Enforce by legal means, the provisions of this Restated Declaration, the By-Laws and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or

in any case in which the Board reasonably determine the Association's position is not strong enough to justify taking enforcement action.

- (v) Obtain and carry insurance, as provided in this Restated Declaration, providing for payment of all premiums, and filing and adjusting claims, as appropriate.
- (w) Pay the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners.
- (x) Keep books with detailed accounts of the receipts and expenditures of the Association.
- (y) Make available to any prospective purchaser of a Lot, any Owner, and the holders, insurers and guarantors of any Mortgage on any Lot, current copies of the Governing Documents and all other books, records, and financial statements of the Association.
- (z) Permit utility suppliers to use portions of the Common Area determined necessary in the sole discretion of the Board to the ongoing development or operation of the properties.
- (aa) Indemnify a director, officer or committee member, or former director, officer or committee member of this Association, to the extent such indemnity is required by Florida law, the Articles, or this Restated Declaration.
- (bb) Make donations for the public welfare or for religious, charitable, scientific, educational or other similar purposes.
- (cc) Have and exercise all powers necessary or convenient to effect any or all of the purposes for which this corporation is organized.
- (dd) Merge with other corporations both for profit and not for profit, domestic and foreign, if the surviving corporation is a corporation not for profit.

Section 2. Obligations of the Association.

(a) Management and Maintenance.

- (1) The Board shall be obligated for the Association to provide for the exclusive management, maintenance, repair, replacement and control of the Common Area and all improvements including furnishings and equipment and the Board shall keep the same in good, clean, attractive order.
- (2) In the event any portion of the Common Area is damaged or destroyed by an Owner or any of such Owner's guests, tenants, licensees, agents, or

members of his family, the owner does authorize the Board to repair the damaged area and to charge such Owner or Owners with the costs thereof in accordance with Sections 4.2 and 5.5 herein. The Board shall repair the damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area, or as the area may have been subsequently modified or altered.

- (3) the Board is mandated to provide for the collection of Assessments defined in Article V herein.
- (b) Meetings. The Association shall hold a meeting of its Members at least annually for the transaction of any and all proper business at a time, date, and place stated in, or fixed in accordance with the Bylaws. The election of Directors must be held at, or in conjunction with, the annual meeting. The time and place of the annual meeting, and any other periodic or special meetings of the Association, shall be provided for in the Bylaws of the Association.
- (c) Vacancies on the Board.
 - (1) Except as to vacancies provided by removal of Hs by Members, vacancies on the Board of Directors occurring between annual meetings of Members shall be filled by a majority vote of the remaining Directors, any such appointed Director to hold office until his successor is elected by the Members.
 - (2) If this Association fails to fill vacancies on the Board sufficient to constitute a quorum in accordance with the Bylaws, any Member may apply to the circuit court that has jurisdiction over the community served by the Association for the appointment of a receiver to manage the affairs of the Association.
 - (3) At least thirty (30) days before applying to the circuit court, the Member shall provide sufficient notice to the community, as provided in the Bylaws, describing the intended action, and giving the Association thirty (30) days to fill the vacancies. If during such time the Association fails to fill a sufficient number of vacancies, so that a quorum can be assembled, the Member may proceed with the petition.
 - (4) If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorney's fees and all other expenses of the receivership. The receiver shall have all of the powers and duties of a duly constituted Board and shall serve until the Association satisfies a sufficient number of members so that a quorum can be assembled.

- (d) Annual Budget. The Board shall adopt an annual fiscal budget in accordance with Article V herein.
- (e) Insurance. The Board shall obtain and maintain insurance:
 - (1) to cover the activities of the Association and all of the Common Areas, community services, buildings and equipment owned and maintained by the Association.
 - (2) fidelity bond and directors' and officers' liability insurance for all officers, directors, trustees and any employee of the Association, and all other persons handling or responsible for the funds of, of administered by the Board.

ARTICLE VII – TERM AND ENFORCEMENT

Section 1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then Owners of the property has been recorded agreeing to change the covenants in whole or in part.

Section 2. Remedies. All rights, remedies and privileges granted to the Association or owners, pursuant to any terms, provisions, covenants or conditions of this Restated Declaration, the Bylaws, rules and regulations shall be deemed to be cumulative.

Section 3. Levy of Fines, Foreclosure Of Lien, Suspension Of User Rights, Remedies At Law.

- (a) Every Owner and occupant of any Lot shall comply with this Declaration, the By-Laws and the Articles. Subject to the terms of this Restated Declaration, failure to comply shall be grounds for an action by the Association, or, in a proper case, by any aggrieved Lot Owners(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association pursuant to this Restated Declaration.
- (b) Suspension of User Rights:
 - (1) In accordance with procedures and limitations set forth in the Bylaws, the Board may suspend the voting rights of a member for the nonpayment of regular monthly assessments that are delinquent in excess of 90 days.
 - (2) In accordance with procedures and limitations set forth in the Bylaws, the Board may suspend the rights of a Member or Member's tenants, guests,

or invitees, to use Common Areas and facilities for any infraction of the Governing Documents of this Association. Suspension of common use rights shall not impair an owner, tenant, or invitee to have vehicular and pedestrian ingress to and egress from the Owner's Lot including, but not limited to, the right to park.

- (c) Levy of Fines. In accordance with procedures set forth in the Bylaws, the Board may levy against any Member, tenant, guest or invitee, such reasonable fines under law, for infractions of the Governing Documents.
- (d) Foreclosure of lien. In accordance with the procedures set forth in Article V herein and the Bylaws, the Board may bring action at law against an Owner's Lot to impose or foreclose a lien in securing unpaid assessments. Assessments liens and the rights to foreclose shall be in addition to and not in substitution for all other rights and remedies which the Board and its assigns may have including a suit to recover a money judgment for unpaid assessments.
- (e) All remedies set forth in this Restated Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of this Restated Declaration, the By-Laws and/or the Articles of Incorporation, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys' and paralegal's fees and court costs, reasonably incurred in such action, regardless whether litigation ensues.
- (f) The Association may exercise self-help to cure violations, and may suspend any services it provides to the Lot of any Owner who is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association.
- (g) The Association may, but shall not be obligated to take action (i) to enforce any provision of this Restated Declaration which the Board reasonably determines is inconsistent with applicable law; (ii) with respect to any violation of this Restated Declaration which the Board reasonably determines to be so minor or unobtrusive as not to be objectionable to a reasonable person; or (iii) in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or stop the Association from enforcing any other covenant, restriction or rule.

Section 4. Lessees, Occupants and Guests to Comply with Governing Documents; Effect of Non-Compliance. All lessees, occupants and guests shall be subject to the terms and conditions of the Governing Documents, as though such lessees, occupants or guests were Owners. Each Owner agrees to cause the Owner's lessees or the Owner's or lessee's occupants, guests, or other persons living with the Owner or lessee to comply with the Governing Documents, and is responsible and liable for all violations and losses caused by such lessees, guests or occupants, notwithstanding the fact that such lessees, guests, or occupants of the Unit are also fully liable

for any violation of the Governing Documents. In the event that the Owner's lessees or the Owner's lessee's occupants, guests, or other persons living with Owner or lessee violates a provision of the Governing Documents, the Board shall have the power to bring an action or suit against the lessee and the Owner to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity, subject to the terms of this Article VII.

Section 5. Hearing Procedure. To the extent the Association seeks to impose a remedy under Sections 5.3(b); or 5.3(c), the Association shall comply with the following procedure.

- (a) **Investigating Committee.** Acting in accordance with the provisions of this Restated Declaration and any resolutions the Association may adopt, the Association shall – prior to institution of a remedy under Section 5.3(b) or 5.3(c) against any Owner – appoint a Investigating Committee of no less than three (3) individuals who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister thereof. The Investigating Committee shall address alleged infractions of this Restated Declaration and/or the rules and regulations of the Association.
- (b) **Hearing Procedure.** The Investigating Committee shall not impose a fine, suspend voting, or infringe upon any other rights of an Owner or other occupant for violations of this Restated Declaration and/or rules and regulations unless and until the following procedure is followed:
 - (1) **Demand.** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:
 - (i) the alleged violation(s);
 - (ii) the action required to abate the violation; and
 - (iii) a time period which, except in emergency situations, shall not be not less than fourteen (14) days, during which the violation(s) may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.
 - (2) **Notices.** At any time within twelve (12) months after such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Investigating Committee or its delegate shall serve the violator with written notice of a hearing to be held by the Investigating Committee. The notice shall contain:
 - (i) the nature of the alleged violation(s);
 - (ii) the time and place of the hearing, which time shall not be less than fourteen (14) days from the giving of the notice;
 - (iii) an invitation to attend the hearing and produce any statement,

- evidence, and witness on their behalf; and
- (iv) the proposed sanction to be imposed.

- (3) Hearing. The Hearing shall be held pursuant to the notice affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice.

Section 6. Dispute Resolution. In accordance with the format and procedures set forth in the Bylaws, Owner disputes or grievances should first be brought before the Board for possible resolution. Any dispute or grievance not addressed by the Board within thirty (30) days following the date of receipt of such notice become subject to the provisions of Section 7.3 above which are available to the Owner.

Section 7. Liability of Association. The Association, its director sand officers, former directors and officers and members and former members of all committees shall not be liable for any action or omission by them except in relation to matters as to which any such Director, officer and/or member of a committee shall be adjudged in any action, suit or proceeding to be liable for willful misconduct. All of the above parties, so adjudged for willful misconduct are liable, solely or collectively, for attorney's fees or costs, all court costs and any such other administrative costs compelled by litigation or arbitration as the case may be.

ARTICLE VIII – ARCHITECTURAL REVIEW

Section 1. Applicability.

- (a) The Association, through its ARC (hereinafter defined), shall perform architectural review, approval and enforcement of such rights within the scope of this Article VIII and pursuant to those guidelines and procedures that may be established in any supplemental Declaration from time to time.
- (b) Each Owner agrees that no work shall be commenced on such Owner's Lot unless and until they have received written approval for such work pursuant to this Article VIII from the Association, via the ARC.

Section 2. Architectural Review Committee. The Architectural Review Committee ("ARC") shall consist of at least three (3) Members who shall be appointed by the Board in the Board's sole discretion. No member of the ARC shall also serve as an officer or director of the Association during such ARC member's term of office, which term of office shall be three (3) years. Members of the ARC shall receive no compensation for their services. Members of the ARC may be removed by the Board at any time with or without cause. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be

paid in full prior to review of any application. In addition, the ARC may, with prior approval of the Board, retain architects, engineers or other professionals to assist in the review of any application and the Association may charge any fees incurred for such assistance to the applicant.

Section 3. Architectural Guidelines.

- (a) All buildings shall be located within the set back lines as shown on the plat of this Subdivision and specified within this Restated Declaration or other official records of Teka Village and the City of St. Cloud, Florida.
 - (1) All front yard setbacks shall be twenty (20) feet from the rear property line.
 - (2) All side yard setbacks shall be no less than seven and one half (7 ½) feet from the side property line except for corner lots when the non-addressed side shall be ten (10) feet from the street easement line.
 - (3) All rear yard setbacks shall be ten (10) feet from the rear property line.
- (b) Buffer Easements:
 - (1) Certain Lots may be subject to an easement for berming, landscaping and buffering the Lot from the roadways ("Buffer Easement") as depicted in the plats of the Lots.
 - (2) The Association may reserve for itself and its successors and assigns, as well as owners, the right to use the Buffer Easement for recreational purposes including without limitation, jogging, walking and bicycling, subject to the rules and regulations adopted from time to time by the Association.
 - (3) The Buffer Easements shall be maintained by the Association at its sole cost and expense.
 - (4) The Board shall also obtain and maintain public liability insurance to cover any injuries or damage which may occur on the Buffer Easements which insure the Owner(s) of the Lot subject to the Buffer Easement as well as the Association.
 - (5) In the event that an Owner's Lot is subject to the Buffer Easement, such Owner's use of the portion of the Lot subject to the Buffer Easement shall be restricted as provide herein this Restated Declaration.
- (c) Eaves, steps, terraces, walls, fences and open patios shall not be considered as part of a Dwelling Unit.

- (d) Exterior steps of a Dwelling Unit shall be only of pre-cast, or poured concrete, brick or stucco masonry steps.
- (e) Screen rooms, patios and porches must be attached to the Dwelling Unit.
- (f) Driveway, Carport and/or Garage:
 - (1) Each Dwelling Unit shall have a minimum of 12' x 20' concrete driveway extending from the street to the home and shall provide for a minimum of two (2) paved parking spaces and at least a 12' x 20' covered carport structure attached to the Dwelling Unit on a concrete pad, and either of:
 - (i) a shed attached to the rear of the Dwelling Unit on a concrete pad. No other sheds of any type or material, attached or free standing, shall be permitted with exception of a Rubber Maid type structure for the sole purpose of storing trash containers. This structure may not exceed 2' x 3' x 5' and must be secured against the rear of the Dwelling Unit for safety purposes; or
 - (ii) A garage of at least 288 square feet on a concrete floor which shall be attached to the side or front of the Dwelling Unit.
 - (2) In no case may any structure extend more than eight (8) feet beyond the rear of the Dwelling Unit or intrude into any setbacks. Upon an Owner's written request to the ARC, a variance may be granted by a majority vote of the Board, in its sole discretion, where the property size of such Owner's Lot is sufficient to accommodate such variance. Any intended structure, regardless of size and/or location, shall conform to the City of St. Cloud Code, including without limitation any and all setback requirements thereof.
 - (3) Painting or sealing of any carport, concrete pads, other pads, patios, walkways or strips shall be permitted with the prior written approval of the ARC, using an ARC-approved clear or gray shade of paint or sealer. All painted areas must be maintained in good condition.
 - (4) Painting of driveways shall be permitted with the prior written approval of the ARC.
 - (i) A driveway shall be understood to be the access area connecting the road to the Dwelling Unit.
 - (ii) The color of the paint must be a shade of gray approved by the ARC. Within thirty (30) days of written notice from the Association of an unapproved color used on a driveway, the Owner is required to repaint the driveway the ARC-approved shade of

gray and reimburse the Association all costs incurred in relation to the written notice.

(iii) All painted areas must be maintained in good condition.

- (g) Each Dwelling Unit shall have skirting on all sides. Any skirting that is exposed above ground level must be covered with a finished masonry surface such as stucco, brick and/or stoneface, or pre-approved manufactured panels of polypropylene or ABS material having specific designs of hand-laid brick, hand-cut stone, or rock finish. Bare concrete block, aluminum sheeting, vinyl siding, wood slats are not permitted as a substitute for a finished surface. Repair or replacement of any of the above skirting must be completed on or before six (6) months following ARC approval.

Fencing.

- (1) Only uniform fencing of similar six foot (6') treated wood stockade type fencing shall be permitted for the Community's primary purpose of security and privacy.
- (2) The height, quality, style, color and design shall be uniform and uninterrupted, except as necessary to establish gates for ingress and egress to specific areas.
- (3) The primary entrance to the community (front wall and gate) is exempt from these provisions.
- (4) No fence enclosures are permitted on any Owner Lots except for those on the West side of the property line abutting the Florida Turnpike and on the North side of the property line along Independence Lane.
- (5) Where permitted, all fencing shall be erected in the rear of the dwelling up to the property line and shall not exceed six (6) feet in height or exceed the width of the outermost walls of the existing structure(s). Any such fencing from the outermost walls of the home to the rear fence may be of wood, chainlink or vinyl fencing material.

- (i) Corner Lots shall be deemed to front on the street where the Lot has the shortest dimension unless such dimension is on a main arterial road serving all of the Subdivision in which case the Lot shall be deemed to front on the street where the Lot has the next shortest dimension.

(j) Street Numbering On Houses.

- (1) The numbers shall be Arabic not less than three (3") in height and one half inch (1/2") wide for residential and five inches (5") in height and one half inch (1/2") wide for commercial buildings.

- (2) The numbers must be conspicuously displayed towards the street on which the numbering is made and shall either be on the building itself or at the entrance to it on that street.
- (3) The color of the numbers shall be in contrast to the color of the building for easy viewing and reading.
- (4) The numbers may not be placed on streets and driveways.
- (5) The regulation size number type plaques may also be hung from street light poles.

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- (j) Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and sub-visibility clearances shall be maintained by the Owner and/or the Board as required by the City of St. Cloud land development codes.
- (k) Under no circumstances shall any of the above encroach upon another Lot.
- (l) All hitches shall be removed from Subdivision property within two weeks following their removal from a free-standing Dwelling Unit.

Section 4. Procedures.

- (a) Prior to commencing any work for which review and approval is required under this Article VIII, an Owner shall submit to the ARC Two (2) complete and identical sets of plans and specifications (one (1) set of which shall remain on file with the Association). Both sets of the plans shall show the site layout, exterior elevations, exterior materials and colors, landscaping, drainage, lighting, irrigation and other features of the proposed alteration, as applicable. The ARC may require the submission of such additional information as it deems necessary to consider any plans.
- (b) The ARC may consider (but shall not be restricted to consideration of) visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, location in relation to surrounding structures and plan life, compliance with the general intent of this Restated Declaration, quality of workmanship, and architectural merit. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.
- (c) The ARC shall, with thirty (30) days after receipt of each submission of the plans, advise the party submitting the same, in writing, at an address specified by such

party at the time of submission, of (i) the approval of plans, or (ii) the disapproval of such plans, specifying the segments or features of the plans which are objectionable and suggestions, if any, for the curing of such objections. In order to consider the plans approved by the ARC, each page of both sets of the plans must bear the ARC's stamp of approval. In the event the ARC fails to advise the submitting party by written notice within the time set forth above or either the approval or disapproval of the plans, the applicant may give the ARC written notice of such failure to respond, stating that unless the ARC responds within ten (10) days of receipt of such notice, approval shall be deemed granted. Upon such further failure, approval shall be deemed to have been given. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with this Restated Declaration, unless a variance has been granted in writing pursuant to Section 8.5 herein. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery.

- (d) If construction does not commence on any work of which approval has been granted within six (6) months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans for reconsideration in accordance with this Restated Declaration prior to commencing such work. All work shall be completed with twelve (12) months of commencement or such other period as may be specified in the notice of approval, unless completion is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole discretion of the ARC and/or the Board.

Section 5. No Waiver of Future Approvals. Each Owner acknowledges that the persons reviewing applications under this Article VIII will change from time to time and that decisions regarding aesthetic matters and interpretation and application of this Restated Declaration to identify objectionable features of proposed work until the work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the ARC may refuse to approve similar proposals in the future. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any matter requiring approval, shall not be deemed a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matters whatever subsequently or additionally submitted for approval.

Section 6. Variances. The ARC may, but shall not be required to, authorize variances from compliance with any of the provisions of this Restated Declaration when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, or when architectural merit warrants such variance, as it may determine in its sole discretion. Such variances shall be granted only when, in the sole judgment of the ARC, unique circumstances exist, and no Owner shall have any right to demand or obtain a variance. No variance shall (a) be effective unless in writing, (b) be contrary to this Restated Declaration, or

(c) estop the ARC from denying a variance in other circumstances.

Section 7. Casualties and Reconstruction of Dwelling Units.

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- (a) In the event that a Dwelling Unit or any part thereof is destroyed by casualty or otherwise, the Owner thereof shall clear all debris and, subject to the provisions herein this Article VIII commence either to rebuild or repair the damaged area in accordance with the terms and provisions of this Restated Declaration.
 - (b) Any repair, rebuilding or reconstruction because of casualty or other damage to any area or any part or parts of a Dwelling Unit shall be in accordance with the plans and specifications for such property and areas as originally constructed.

Section 8. Limitation of Liability. The standards and procedures established by this Article VIII are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Property but shall not create any duty on any person charged with review of the same. Neither the Association, the Board nor the ARC shall bear any responsibility for ensuring structural integrity or soundness, or compliance with building codes and other governmental requirements, or ensuring that structures on Lots are located so as to avoid impairing views or other negative impact on neighboring Lots. No representation is made that all structures and improvements constructed within the Association are or will be of comparable quality, value, size or design. Neither the Association, the Board, the ARC nor any member of any of the foregoing shall be held liable for soil conditions, drainage problems, or other general site work, nor for defects in any plans or specifications submitted, nor for any structural or there defects in work done according to approved plans, nor for any injury, damages or loss arising out of the manner, design or quality of approved construction on or modifications to any Lots.

Section 9. Enforcement.

- (a) Any work performed in violation of this Article VIII or in a manner inconsistent with the approved plans shall be deemed to be nonconforming. Upon written request from the Association, the Board or the ARC, Owners shall, at their own cost and expense, remove any nonconforming structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass. Upon demand, the Owner shall reimburse all costs incurred by any of the foregoing in exercising its rights under this Section. The Association may assess any costs incurred in taking enforcement action under this Section, together with interest at the maximum rate then allowed by law, against the benefited Lot as a Specific Assessment.
- (b) The Association may preclude any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of

this Article VIII from continuing or performing any further activities in the Association. Neither the Association, nor its officers, directors nor agents shall be held liable to any person for exercising the rights granted by this paragraph.

- (c) In addition to the forgoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article VIII and the decisions of the reviewing entities under this Article VIII.

ARTICLE IX -DOCUMENTS REVIEW COMMITTEE (DRC)

Section 1. Purpose. This Association shall have a standing committee, known as the Documents Review Committee (DRC).for the purpose of maintaining the content of this Association's Governing Documents in current status with its regulations, policies and resolutions, and with Federal regulations, State of Florida Statutes and administrative codes, and with the Osceola County and City of St. Cloud municipal codes and ordinances.

Section 2. Composition. The composition of the DRC shall be three (3) or more persons who hold no elective office in the Association. In accordance with procedures set forth in the Bylaws, the DRC members shall be appointed by the Board at any regular meeting. Term of office shall be for three (3) years for each DRC member. All other governing provisions regarding the appointment, removal, and resignation of DRC members shall be the same as that which apply to members of the Board.

Section 3. Duties. The DRC is charged with the means necessary to:

- (a) publish timely changes to Federal regulations, State of Florida Statutes and Administrative Codes, and Osceola County and City of St. Cloud municipal codes which affect the conditions and restrictions in this Restated Declaration and/or to the Bylaws, rules and regulations of the Association in a timely manner.
- (b) Publish timely changes and/or amendment(s) to this Restated Declaration, the Bylaws, rules and regulations approved by the majority of eligible voters of the Association and, where pertinent, that which shall require the approval of the Zoning Commission of the City of St. Cloud prior to publication and enforcement.
- (c) Annually update the Governing Documents accordingly by editing and posting all the amendments to the pertinent document(s) and publishing same to the membership.

ARTICLE X – PROPERTY STANDARDS AND RESTRICTIONS

Section 1. Framework for Regulation.

- (a) This Restated Declaration has been drafted as part of a general plan for the Property in order to enhance all Owners' quality of life and collective interests,

the aesthetics and environment within the Property, and vitality of and sense of community within the Property, all subject to the Board's and the Members' ability to respond to changes in circumstances, conditions, needs and desires within the community.

- (b) These property standards and restrictions, together with the development, architectural and design provisions described in Article VIII, shall apply uniformly to all Lots and to the Dwelling Units located upon the Lots, and the Common Property, as applicable and are subject to the code enforcement provisions of the City of St. Cloud.
- (c) Subject to the terms of this Article X and in accordance with its duty to exercise business judgment on behalf of the Association and its Members, the Board may adopt rules which modify, cancel, limit, create exceptions to or expand property standards and restrictions. The Board shall publish notice of the proposed action by mailing to each Member at each Member's last known mailing address, in a community newsletter, electronic bulletin board or by other means which the Board determines will be reasonably effective in disseminating such notice on a community-wide basis, at least fourteen (14) days prior to the board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a board meeting prior to such action being taken.
- (d) Any rule adopted by the Board shall become effective thirty (30) days thereafter unless within such thirty (30) day period it is disapproved at a meeting by Owners or Members representing at least two-thirds (2/3) of the total votes. The Board shall have no obligation to call a meeting to consider disapproval except upon petition of twenty percent (20%) of the Owners or Members as required under Florida law.
- (e) This is a phased Planned Unit Development (PUD); all originally intended phases of development have been completed. All such phases are subject to this Restated Declaration and because this Restated Declaration is administrative, it is expressly declared that any present and future phases shall be subject to this Restated Declaration at the time of platting.

Section 2. Owner's Acknowledgement and Notice to Purchasers. All Owners and occupants of Lots are given notice that use of their Lots is limited to these property standards and restrictions as they may be changed in accordance with this Restated Declaration. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected by this provision and that the Use Restrictions and Rules may change from time to time.

Section 3. Condition of Lots.

- (a) Each Owner shall maintain such Owner's Lot(s), and the Dwelling Unit(s), thereon in good condition and repair, and in a neat and attractive manner, as shall

be necessary to conform to the intended high standards of appearance of all property in the Subdivision.

- (b) For the purposes of this Section, the areas of Owner maintenance shall include grass, landscaping (trees, flower beds, shrubs, etc.), driveways, parking areas, structures, and the exterior of the home and any attachments thereto, including, but not limited to, pressure washing the exterior of the home on the Lot.
- (c) Lots shall be fully sodded with grass except for necessary driveways and parking areas. The grass shall not exceed six (6) inches in height at any time. No artificial grass of any kind is permitted. If violated, the Board reserves the right to mow the grass at the expense of the Owner, in accordance with Section 5.5 herein.
- (d) All grass and landscaping on a Lot shall be maintained by the Owner thereof.
- (e) Before installing any pegs, posts, shrubbery, trees, plants or anything below the surface of the ground on a Lot, such Owner shall call 'No Cuts' for the location of underground wiring, water mains and cable lines on such Lot.
- (f) Painting or sealing of the carport, driveway, concrete pad, other pads, patios, walkways or strips shall be permitted only with prior ARC approval and with use of an approved clear or gray shade of paint or sealer, in accordance with Article VIII.

Section 4. Use Restrictions. The following restrictions shall apply to all the Property until such time as they are amended, modified, repealed, or limited by rules of the Association adopted pursuant to this Article X of this Declaration.

- (a) General. The Common Property shall be used only for the purpose for which it is intended in furnishing of services and facilities for the enjoyment of the Owners. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed on, or removed from the Common Property, without approval of the Board.
 - (1) Lots in the Subdivision shall be sold for residential single family units only.
 - (2) The provisions of this Declaration do not permit rented or leased Lots or homes by a contractor or builder, nor permit the purchase of Lots by a commercial activity, profession, business or trade for the specific purpose of renting or leasing the Lots or homes for profit. Rental of a home by a Member after Owner occupancy of a residence, is permitted under specific conditions and procedures described herein.

- (3) All Dwelling Units shall be at least 850 square feet and shall be double wide manufactured homes. (Exception has been previously granted to Lot E-10 which, when removed, must be replaced with an approved double wide manufactured home).
 - (4) No more than one Dwelling Unit shall be placed upon any Lot.
 - (5) Reconstruction of any building must be completed within a reasonable time not to exceed one (1) calendar year.
 - (6) The owner shall clear all debris resulting from any casualty and repair the damages in a timely manner.
 - (7) No improper or unlawful use will be tolerated on private property, on the common grounds or in the associated common user facilities.
- (b) Restricted Activities. The following activities are restricted within the Property unless expressly authorized by, and then subject to such conditions as may be imposed by the Board of Directors:
- (1) Access to Dwelling Units by motor vehicle shall not be permitted except as provided by means of a standard driveway except under specific requirements outlined in the Bylaws.
 - (2) A Dwelling Unit (manufactured home) assembled in this Subdivision shall be new or used. Used Dwelling Units must be pre-approved by the Board. The Board reserves the right to inspect all Dwelling Units both new and used, before installation and reserves the right to deny installation.
 - (3) No antennas used for AM/FM radio, amateur (ham) radio, Citizen's Band (CB) radio or Digital Audio Radio Service (DARS) shall be placed on any Lot or any portion of the Common Area without the prior written approval or as required by this Declaration. Notwithstanding the provisions set forth herein, the following Over-the-Air Reception Devices (OTARD) are permitted in this Subdivision subject to the limitations of current Federal Communications Commission (FCC) rulings:
 - (i) DBS (direct broadcast satellite) antennae one (1) meter or less in diameter;
 - (ii) Television broadcast antennae of any size;
 - (iii) MDS (multi-point distribution service antennae) one (1) meter or less in diameter;
 - (iv) Masts used to attach any of the above antennae;
 - (v) Transmission-only antennae that are necessary for use of one of the antennae listed above. These antennae must also be one (1) meter or less in diameter.

Subject to appearance

- (4) Except for normal construction activity, and sale or re-sale of Owner property, no visible commercial or business activity shall be conducted on Owner property.
- (5) Any clotheslines located on a Lot shall be located behind the Dwelling Unit thereon.
- (6) No change in the elevation (level of the land) of a Lot shall be made which will result in any permanent change in the flow and drainage of surface water which the Board, in its sole discretion, considers detrimental; provided, however, the Owners may place additional plants, shrubs or trees upon their respective Lots.
- (7) *Road gutters* The sidewalks, entrances, passages, roadways, gutters, drainage easements, and all other Common Area and property easements may not be obstructed, encumbered or used by Owners for any purposes other than the purpose for which they were designed.
- (8) Parking of vehicles and equipment. (for the purposes of this section, the terms "recreation vehicle" or "commercial vehicle" shall deemed not to include SUV's of up to 21'5" or clean non-business type vehicles such as pick-up trucks and vans if they are used by the Owner for personal and normal transportation).
 - (i) No trucks, moving vans, house trailers, motor homes, campers, travel trailers or any other vehicle utilized for moving and/or storage use shall be parked in the Property for a period of more than twelve (12) hours unless such vehicle is present in the actual active continuous and uninterrupted construction or repair of improvements located on the Property. In the case of actual construction or repair described above, any such vehicle used therefor shall not be used for living purposes.
 - (ii) No recreational vehicle, boat/trailer or camper may be parked and/or stored on a Lot for a period exceeding forty-eight (48) hours, unless in a garage.
 - (iii) The parking of motor vehicles shall be restricted only to the paved driveways and/or parking pads or areas in each Lot constructed for such purpose. There shall be no motor vehicle parking on lawns, or mulch pads. Moreover, there shall be no parallel parking in a driveway parallel to a garage door
 - (iv) No private vehicle, including a recreational type vehicle, shall park on any street for over twenty four (24) hours.
 - (v) In all cases, parking is not permitted:
 - (A) at any place where official signs prohibit parking;

- (B) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
 - (C) Within 15 feet of a fire hydrant;
 - (D) In a parking space designated for the handicapped without displaying an appropriate permit; and/or
 - (E) Left on any street which causes a hazard or obstruction to the normal flow of traffic.
- (vi) No major repair of motor vehicles is permitted on private property or the common ground, except in a garage of the Dwelling Unit or in an area specifically authorized by this Declaration or the Board of Directors as a permanent or temporary facility for this purpose.
 - (vii) The Board reserves the right to remove any vehicle, by any means necessary, which is in violation of these parking and/or storage restrictions.
 - (viii) it is each Owner's responsibility to notify such Owner's guests of the above parking and storage restrictions.

(9) Pets and Animal Ownership.

- (i) No animals of any type shall be raised, bred or kept within the Subdivision, except for a limit of three (3) domestic pets (i.e., dogs, cats, rabbits, fish (excluding tropical or exotic fish; but including birds maintained outside the living areas of the residential structure as specified in the code of ordinances of the City of St. Cloud)).
- (ii) Any pet must be carried or kept on a leash when outside of the Dwelling Unit.
- (iii) No pet may be an unreasonable nuisance or annoyance to other residents in the Subdivision.
- (iv) A pet owner shall pick up, remove and properly dispose of the pet's solid animal waste deposited on the Common Areas and upon the Owner's Lot.

(10) Resubdivision and Replatting.

- (i) No residence shall be erected upon any replatted or resubdivided Lot or fractional part having an area less than 5,000 square feet.
- (ii) Restrictions shall apply to each Lot as replatted or resubdivided except any Lot or Lots resubdivided for road purposes or easements.

- (11) The locations and manner of displaying of all signs within this Subdivision shall be in accordance with the provisions of the City of St. Cloud Land Development Code. The size of any sign to be displayed within the Subdivision shall not exceed a maximum of four (4) square feet.

(12) Street lighting for this Subdivision is provided for by a post lamp installed on Lots at each Owner's expense of one or more lighting lamp fixtures of an approved and uniform design described in the platting of the Subdivision. Continued maintenance and repair of the street lamp is the Owner's responsibility. The lamp shall be lit from dusk to dawn.

(13) Business Activities on Lots.

- (i) An Owner or occupant residing in a Dwelling Unit may conduct business, trade or similar activities within the Dwelling Unit so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (ii) the business activity does not involve regular visitation of the Lot or door-to-door solicitation of residents of the Property; and (iii) the business activity is consistent with the residential character of the Property and does not violate this Restated Declaration or other Governing Documents of the Association. Examples of "discrete business activities" include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The Board may restrict any business activities that it determines interfere with the enjoyment or residential purpose of the Property in its sole and absolute discretion.
- (ii) An Owner may apply to the Board for a variance from the application of this Subparagraph by written request to the Board, which request shall specify the nature of the business to be conducted, the times and number of people which will be visiting the Lot and any other information the Board may request regarding such application. The applicant shall also provide a copy of the application to each of the Owners on either side of the applicant's Lot, the three (3) Owners behind the applicant's Lot which are closest to such Lot and the three (3) Owners directly across the street from the applicant's Lot which are closest to such Lot, and shall, in addition, provide the date on which such request will be heard by the Board. The Board may approve or deny any such variance request in its sole and arbitrary discretion, regardless of whether similar approvals have been previously given for the applicable Lot or for other Lots on the Property. Any such approval, if given, shall be effective for a period of one (1) year from the date given, whereupon the Owner shall re-apply in the manner herein provided if such Owner desires to renew the variance. The Board may approve or deny such renewal request in its sole and arbitrary discretion, regardless of the Board's previous approval.

- (iii) For purposes of this Subsection:
 - (A) The leasing of a Dwelling Unit in accordance with this Restated Declaration shall not be considered a business or trade within the meaning of this Subsection; and
 - (B) Garage sales, rummage sales, or similar sales not exceeding two (2) consecutive days in duration will not be considered a business or trade within the meaning of this Subsection so long as the Owners or occupants of a Lot do not hold, sponsor or participate in more than two (2) such sales within the Property in any twelve (12) month period.
- (14) The Board reserves the right to prohibit the use of any portable basketball structures which it deems offensive by virtue of its color or other reason; however, no permanent basketball poles and/or basketball hoops may be installed on any Lot.
- (15) Any wells and gray water systems to be installed or brought into any portion of Owners lot shall be pre-approved.
- (16) Any Owner may construct an access ramp if a resident or occupant of the Owner's Lot has a medical necessity or disability that requires a ramp for egress and ingress under the following conditions:
 - (i) The Owner must, prior to constructing the ramp, submit to the Association an affidavit from a physician attesting to the medical necessity or disability of the resident or occupant of the Owner's Lot requiring the access ramp. Certification used for Section 320.0848, Florida Statutes, shall be sufficient to meet the affidavit requirement;
 - (ii) The Owner must, prior to constructing the ramp, submit to an application to the Association for approval, which shall include the construction plans for the ramp and a proposed time period for which the ramp is necessary. The Association may make reasonable requests to modify the ramp's design so as to achieve architectural consistency with surrounding structures and surfaces and this Restated Declaration. Depending on the nature of the medical necessity or disability, the Association, at its discretion, may designate a date at which approval for the ramp expires and at which time the ramp must be removed. Upon such date, the Owner must remove the ramp within thirty (30) days. However, if such medical necessity or disability persists beyond the designated date, the Owner may submit an application to the Association for an extension explaining the continuing nature of the medical

necessity or disability;

(iii) The ramp design must be:

(A) as unobtrusive as possible;

(B) designed to blend in aesthetically as practicable with the provisions of this Restated Declaration; and

(C) reasonably sized to fit the intended use.

(17) No persons under the age of sixteen (16) shall be permitted to drive or otherwise operate a golf-cart anywhere on the Property.

(c) Prohibited Conditions. The following shall be prohibited/complied with within the Property:

(1) Nothing shall be done or kept in, on or under any Lot or in the Common Area or any part thereof that would cause an increase in the rate of insurance on the Property or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association.

(2) Nothing shall be done or kept in any Dwelling Unit or in the Common Area or any part thereof, which would be in violation of any Statute, rule ordinance, regulation, permit or other validly imposed requirement of any governmental body.

(3) No Lot shall be used as a junkyard or as an auto graveyard. No inoperable or dilapidated automobiles, motorcycles, trucks, boats, or similar personal property, or any parts thereof, are permitted on a Lot, either for the purpose of storage or temporary use.

(4) No Lot shall be subdivided into two (2) or more Lots. The boundary lines of any Lot shall not be changed subsequent to the approval and filing of the subdivision plat including such Lot in the Official Records of Osceola County.

(5) No activity or condition that interferes with the reasonable enjoyment of any part of the Property or that detracts from the overall appearance of the Property shall be permitted within the Property.

(6) No second story attachments to a Dwelling Unit are allowed.

(7) No damage to, or waste of, the Common Area or any part thereof, or of the exterior of any building shall be committed by any Owner or Owner's

tenant or invitee; and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by the Owner's tenants and/or invitees, to the Association or other Owners.

- (8) Cutting down or otherwise destroying or removing from the Property live trees without the prior written consent of the ARC is hereby prohibited. As used herein the term "trees" shall mean and be defined as any tree four (4) inches or greater in diameter measured one (1) foot above ground level.
- (9) No noxious, destructive or offensive activity shall be permitted on performed or conducted on any Lot or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in the subdivision.
- (10) The discharge of firearms of any type, including, without limitation, "B-B" guns, pellet guns, air-powered dart guns or "paint ball" guns is strictly prohibited within the Subdivision; provided, the Board shall have no obligation to take action to prevent or stop such discharge.
- (11) Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years shall be prohibited.
- (12) The use of any high phosphate fertilizer is prohibited.
- (13) Except for propane tanks attached to portable grills, no storage tanks, including but not limited to, those for water, oil, propane gas or other liquid, fuels or chemicals, including those used for swimming pools or the like, shall be permitted.
- (14) Except as permitted in (b)(14) above, there shall be no permanent athletic equipment (e.g., hockey or soccer nets or goals; skateboard, bicycle or rollerblade ramps, etc.) placed on any portion of a Lot.
- (15) No above or in-ground swimming pools are permitted on any residential Lot.
- (16) Reflective window coverings shall not be permitted on any Dwelling Unit.

ARTICLE XI – RENTALS, LEASES AND SALES

Section 1. General. "Leasing" for purposes of this Declaration, is defined as regular, exclusive occupancy of a Dwelling Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including but not limited to, a fee, service, gratuity, or emolument. Notwithstanding the foregoing, Owners or tenants residing in Units may share homes with roommates (who may or may not pay rent) without violating the foregoing provisions so long as such use is not merely an attempt to circumvent the restrictions of the preceding sentence.

- (a) Dwelling Units within the Subdivision shall be rented or leased only with the prior written approval of the Board.
- (b) No more than one (1) Dwelling Unit of the same title owner may be rented or leased.
- (c) Except as otherwise provided in any applicable Supplemental Declaration or other applicable covenants, Dwelling Units may be leased in their entirety; however, no single rooms or other fraction or portion of a Dwelling Unit may be leased.
- (d) No Dwelling Unit or portion thereof shall be used for operation of a boarding house, "Bed and Breakfast" establishment, or similar accommodation for transient tenants, or for a half-way house, dormitory, frat house or other such use.
- (e) Notwithstanding subsections 10.1(c), (d) herein, Owners or tenants residing in Dwelling Units may share homes with roommates (who may or may not pay rent) without violating the foregoing provisions so long as such use is not merely an attempt to circumvent such restrictions.
- (f) The Board shall have the right to terminate a lease upon default by the tenant in observing any of the provisions of the Governing Documents and shall be entitled to evict such tenant(s) pursuant to Chapter 83, Florida Statutes.

Section 2. Rentals or Leases. Specific procedures for rental leases shall be as set forth herein this Restated Declaration.

- (a) No rentals or leases shall be for a period of less than six months, and all rentals or leases shall be in writing.
- (b) In no event shall the aggregate number of Dwelling Units made available for rental exceed five percent (5%) of the total number of Dwelling Units on Lots.
- (c) It is the Owner's responsibility to insure that all requirements of the Governing Documents are complied with by such Owner, and/or such Owner's lessee/tenant and the guests or invitees thereof.
- (d) Prior to the lease or rental of any Dwelling Unit, the Owner thereof ("Lessor") shall give the Board fifteen (15) days prior written notice together with the name

and address of the intended renter or lessee ("Lessee"); an executed copy of the proposed rental or lease; and any other information concerning the proposed rental or lease as the Board may reasonably require ("Lease Notice"). Within fifteen (15) days of the Board's receipt of the Lease Notice, the Board shall have the opportunity to conduct background searches, at the Owner's sole cost and expense, and other such research into the qualifications of the Lessee (within the limits prescribed by Florida law and Federal law), in its sole discretion, and either approve or disapprove the proposed Lease, in writing, and shall notify the Lessor of its decision. In the event the Association shall fail to approve or disapprove a proposed Lease within fifteen (15) days, the failure to act as aforesaid shall be considered approval of the Lease.

- (e) If the Board approves a Lease, such approval of the Lease shall not release the Lessor Owner from any obligation under the Governing Documents, and either the Lessee or the Lessor Owner shall have the right to use the recreational facilities to the exclusion of the party not using the same.
- (f) There shall be a screening fee, equal to the highest amount permitted by Chapter 720, Florida Statutes, as amended from time to time, deposited and delivered to the Association simultaneous with the Lease Notice, for the purposes of defraying the Association's expenses.
- (g) Any Lease consummated without authorization pursuant to the terms of this Article XI herein shall be void unless subsequently approved in writing by the Association and the Association shall be entitled to evict all tenant(s) residing on the Lot under the procedure set forth in Chapter 83, Florida Statutes.

Section 3. Conveyances, Sales and Transfers.

- (a) Prior to the sale, conveyance or transfer of any Lot to any other person(s) ("Transaction"), the Owner thereof ("Transferor") shall notify the Association, in writing, of the name and address of the person(s) to whom the proposed Transaction is to be made ("Transferee") and furnish such other information as may be required by the Association ("Transaction Notice"). Within fifteen (15) days from the Association's receipt of the Transaction Notice, the Association shall have the opportunity to conduct background searches and other such research into the qualifications of the Transferee (within the limits prescribed by Florida law and Federal law), in its sole discretion, and either approve or disapprove the proposed Transaction, in writing, and shall notify the Transferor of its decision. In the event the Association shall fail to approve or disapprove a proposed Transaction within fifteen (15) days, the failure to act as aforesaid shall be considered approval of the Transaction.
- (b) If the Association disapproves the Transaction, and if the Transferor still desires to consummate such Transaction, the Transferor shall, thirty (30) days prior to such Transaction, give written notice to the Secretary of the Transferor's intention

to sell, convey or transfer its Lot on a certain date, together with the price and other terms thereof ("Notice of Intent"). Within five (5) days receipt of the Notice of Intent, the Secretary shall notify the Owners, in a manner chosen by the Association, of the terms set forth in the Notice of Intent. Failure of the Secretary to notify the Owners of the Notice of Intent shall constitute an acceptance of the Transaction. Any Owner (excluding the Transferor) shall have the first right over the prospective Transferee to accept such Transaction at the price and on the terms contained in the Notice of Intent, provided the Owner so notifies the Secretary in writing of the Owner's acceptance of the Transaction at least fifteen (15) days before the date of the intended Transaction, and deposits with the Secretary ten percent (10%) of the purchase price as a good faith deposit. Within one (1) day of the Secretary's receipt of a Owner's notice of acceptance and good faith deposit, the Secretary shall forward notice of such to the Transferor.

- (c) If no Owners accept the Transaction, then the Association must either approve the Transaction or furnish a alternate purchaser, approved by the Association, who will accept the Transaction upon the price and upon the terms contained in the Notice of Intent, provided the Association, at least fifteen (15) days before the date of the intended Transaction, notifies the Transferor that an alternate purchaser has been furnished and that said alternate purchaser has deposited ten percent (10%) of the purchase price with the Association as a good faith deposit for the intended Transaction.
- (d) If more than one Owner elects to accept the Transaction, the Transferor shall consummate the Transaction with whichever of the accepting Owners the Transferor chooses, in the Transferor's sole discretion.
- (e) If no Owners accept the Transaction, and if the Association fails to furnish an alternate purchaser, then the Transferor may complete the Transaction on the day and at the price and terms given in the Notice of Intent, but on no other day and at no other price or terms, without repeating the procedure outlined above.
- (f) In the event any Owner makes a sale, transfer or conveyance without first complying with the terms in this Article XI, any other Owner shall have the right to redeem from the purchaser, according to the provisions hereof. The Owner's redemption rights shall be exercised by the Owner reimbursing the purchaser for the monies expended and immediately after such reimbursement, said purchaser or transferee shall convey all of the purchaser's or transferee's right, title and interest to the Owner(s) making the redemption.
- (g) Any Transaction consummated without authorization pursuant to the terms of this Article XI herein shall be void unless subsequently approved in writing by the Association.
- (h) There shall be a screening fee, equal to the highest amount permitted by Chapter 720, Florida Statutes, as amended from time to time, deposited and delivered to

the Association simultaneous with the Transaction Notice, for the purposes of defraying the Association's expenses.

- (i) An affidavit of the Secretary stating that the Association has approved in all respects, on a certain date, the sale or transfer of a Lot to certain persons(s), shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit, the redemption rights herein afforded the Owners shall terminate.
- (j) An affidavit of the Secretary stating that the Association was given proper notice on a certain date of a proposed Transaction and that despite its disapproval thereof, all the provisions hereof which constitute conditions precedent to a sale or transfer of a Lot were complied with so that the transaction did not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of persons(s) to whom such Lot is sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such person(s) was made at the price, terms and date in the notice given the Secretary, but one hundred twenty (120) days after the date of the notice to the Association, as stated in the affidavit, the redemption rights herein afforded the Owners shall terminate.
- (k) Notwithstanding the provisions herein this Section 11.3, in no event shall the number of Lots owned by persons under the age of fifty-five (55) exceed five percent (5%) of the total number of Lots. This provision is intended solely to ensure the preservation of the character of the subdivision as an adult community.

Section 4. Owner's Immediate Family. The provisions of this Article XI shall not be applicable to transfer by an Owner to any member of the Owner's immediate family (specifically: spouses, children or parents only).

Section 5. Right To Withhold Consent. The Association shall have the right to withhold consent and approval of a prospective Transferee or Lessee, to any Transaction or Lease hereunder, in the event the prospective Transferee or Lessee, by virtue of becoming an Owner or occupant in the Property, would automatically violate or breach a term, condition, restriction, rule or regulation or covenant under the Governing Documents.

Section 6. Bequests. In the event any Owner dies leaving a will devising such Owner's Lot to any person or persons other than the Owner's immediate family (as defined in Article XI, Section 4 above, or dies intestate and at the time of death the heirs at law of the decedent under the laws of interstate succession are other than those mentioned above, the Association shall have an option to purchase (to be exercised in the manner hereinafter set forth) such Lot ownership either from the devisee(s) or distributees thereof or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at the fair market value which is to be determined in the manner set out below.

- (a) Within thirty (30) days after the appointment of a personal representative for the estate of a deceased Owner, the Association and the personal representative shall agree upon the fair market value of the deceased Owner's Lot on the date of the death of the deceased Owner, if they are able so to do. If the Association and the personal representative are not able to agree on the fair market value, then they shall mutually select a real estate appraiser to act an arbitrator, to make an appraisal and to establish the fair market value. In the event that the personal representative and the Association are unable to select such a real estate appraiser satisfactory to both of them, then each shall select an appraiser and the two appraisers shall select a third, and the three appraisers so chosen shall determine the fair market value. Within thirty (30) days after the appointment of the arbitrators(s), the arbitrators(s) shall determine, by majority vote, the fair market value of the Lot and shall thereupon give written notice of such determination to the Association and said devisee(s) or distributees or personal representative, as the case may be.
- (b) The Association's right to purchase the Lot at the price determined by the three arbitrator(s) shall expire eighty (80) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire ninety (90) days after the appointment of a personal representative who is not so empowered to sell.
- (c) The Association shall be deemed to have exercised its option if it tenders the required sum of money to said devisee(s) or distributees or to said personal representative, as the case may be, within the said option periods.
- (d) Nothing herein contained shall be deemed to restrict the right of the Association or its authorized representative, pursuant to authority given to the Association by the owners as hereinafter provided, to bid at any sale of the Lot of any deceased Owner which is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased Owner's estate which contains such Owner's Lot.

Section 7. Should the interest of an Owner become the subject of a bona fide first mortgage in favor of an institutional mortgage lender, as security on good faith, or for value, the holder of such mortgage, upon becoming the Owner of such interest through foreclosure, judicial foreclosure sale, or voluntary conveyance in lieu thereof, shall have the unqualified right to sell, lease or otherwise dispose of said interest and the transfer of the fee ownership of said Lot, or the lease thereof by such mortgage holder, may be accomplished without the prior approval of the Association, and without any right of first refusal in the Association, notwithstanding any of the provisions of this Restated Declaration, but such mortgage holder shall sell or lease and the purchaser or lessee shall take subject to, all of the other provisions of the Governing Documents.

ARTICLE XII - AMENDMENTS TO DECLARATION.

Section 1. General. The Teka Village Homeowners Association, Inc. shall conform to the following standards in amending this Restated Declaration:

- (a) Changes to Federal regulations, State of Florida Statutes, Osceola County and City of St. Cloud municipal codes which are pertinent to the standards of this Restated Declaration shall mandate timely amendments to this Restated Declaration as necessary to comply without the prior approval of the membership.
- (b) Any other proposed amendment(s) to this Restated Declaration shall require the approval of the majority of eligible voters of the Association.
- (c) No amendment shall be effective until after the approving resolution shall have been recorded among the Public Records of Osceola County, Florida.

Section 2. Other.

- (a) Any amendment which would affect the surface water and storm water management systems, including the storm water management portions of the common areas, must have the prior approval of the South Florida Water Management district and the City of St. Cloud.
- (b) Any changes or modifications to the property standards set forth in Article VIII must be submitted to the City of St. Cloud under Section 3.10 of the City of St. Cloud Land Development Code for approval of the rezoning to Planned Unit Development (PUD).
- (c) Amendments to Municipal Mandated Assessments shall not be effective until approval by resolution of the governing body of the City of St. Cloud.
- (d) Any amendment may not affect vested rights unless the record owner of the affected parcel and all record owners of liens on the affect parcels join in the execution of the amendment.

ARTICLE XIII – ATTORNEYS FEES AND COSTS

In the event that the Association or any owner shall employ the services of an attorney to enforce any right hereunder, the prevailing party shall collect from the other party reasonable attorney's fees and costs, whether legal proceedings be instituted or not.

ARTICLE XIV – INTERPRETATION

Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation." The headings used herein are for

indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE XV - SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE XVI- CONSTRUCTION

To the extent that the terms, covenants and conditions of this Restated Declaration are inconsistent with the terms of the Declaration, or any of the other Governing Documents, the terms, covenants and conditions of this Restated Declaration shall control.

IN WITNESS WHEREOF, a majority of the existing Board of Directors for the Association and at least Fifty One Percent (51%) of the total votes of the Members at the time of execution of this Restated Declaration, have agreed to and adopted this Restated Declaration, which shall be effective upon recording in the Public Records of Osceola County, Florida, and shall be retroactive in application to the date of recording the Declaration, dated this 13 day of September 2017.

WITNESSES:

Board of Directors for Teka Village
Homeowners Association, Inc.

John Katz
Print Name: JOHN KATZ

Olivia Canterbury
Print Name: OLIVIA CANTERBURY
As Director

Lorraine L. Gordon
Print Name: LORRAINE L. GORDON

Norma Mingina
Print Name: NORMA MINGINA

Roger Vandoren
Print Name: ROGER VANDOREN

David Scutoski
Print Name: DAVID SCUTOSKI
As Director

Ann Ferri
Print Name: ANN FERRI

Dolly Large
Print Name: DOLLY LARGE
As Director

DIRECTOR ACKNOWLEDGEMENT

The aforementioned Directors hereby acknowledge and certify that, pursuant to An Association meeting duly noticed and held for the purpose of considering this Restated Declaration and the contents contained herein, at least Fifty One Percent (51%) of the total votes outstanding then entitled to vote at a meeting of the Association, have voted to approve this Restated Declaration.

Carol Scutoski

Print Name: CAROL SCUTOSKI

As President of the Association

Witness

Norma H. McGrath

Print Name: NORMA McGRATH