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Local Government Law

James A. Myers  
Attorney at Law  
jmyers@bowenschroth.com

September 13, 2018

TO: All Owners of Lots as Shown on  
the Plat of Waterwood Townhouses

RE: Revived Declaration and Related Documents

Dear Lot Owner:

The Florida Department of Economic Opportunity recently approved the revitalization of the previously expired Waterwood Townhomes Supplemental Declaration of Covenants and Restrictions, including all amendments thereto, as well as the corporate governing documents, as previously amended, for Waterwood Townhomes Association, Inc. In accordance with Section 720.407(4), Florida Statutes, a complete copy of all of the approved recorded documents are enclosed for your records.

Please be aware that the enclosed documents became effective upon their recordation in the Lake County, Florida public records and affect Lots 1 through 52, as shown on the plat of Waterwood Townhouses, regardless of whether any particular lot owner previously consented to or opposed the revitalization process.

As a general reminder, please be aware that the following language, appearing on pages 35-36 of 71 of the enclosed documents, imposes a maintenance obligation on you concerning your individual lot and the exterior portions of your townhome, including without limitation, exterior walls and roofs:

## ARTICLE V

### EXTERIOR MAINTENANCE

*Section 1. Exterior Maintenance. In addition to maintenance upon the Limited Common Properties, the Sub-Association shall have the right to provide exterior maintenance upon any vacant lot, or upon any improved Lot in the Subject Property, or to the exterior of any townhome situate thereon; subject, however, to the following provisions: Prior to performing any maintenance on a Lot or exterior of a townhome located thereon, the Board of Directors of the Sub-Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of the Subject Property. Prior to commencement of any maintenance work on a Lot or townhome, the Sub-*

*Association must furnish thirty (30) days' prior written notice to the Owner at the last address listed in the Sub-Association's records for the said Owner notifying the Owner that, unless certain specified repairs or maintenance are made within said thirty (30) day period, the Sub-Association shall make said necessary repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Sub-Association shall have the right to enter in or upon any such Lot, or to hire personnel to do so, to make such necessary repairs or maintenance as is specified in the above written notice. In this connection, the Sub-Association shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, as well as removal of debris which, in the opinion of the Sub-Association, detracts from the overall beauty and setting of the Subject Property, and general lot cleanup. The rights herein granted are reserved to the Sub-Association and shall not extend to the Association within the subject property.*

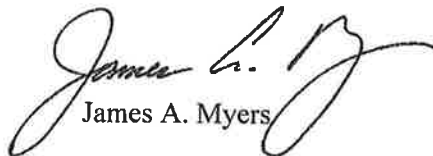
\* \* \*

*Exterior walls may be maintained by the Association if it is determined by the Board of Directors that this is necessary to prevent damage to roofs or interiors.*

The above language does not, however, create a maintenance obligation on Waterwood Townhomes Association, Inc. – rather, it merely gives the Association the option to take action and a means to charge the cost of doing so to the affected lot owner.

Please let me know if you have any questions or concerns regarding the above.

Sincerely,

  
James A. Myers

Enclosures  
File No. 4438.5-002

**Prepared By/Return To:**  
James A. Myers, Esq.  
Bowen & Schroth, P.A.  
600 Jennings Avenue  
Eustis, Florida 32726

**Revived Declaration Of Covenants, Conditions,  
And Restrictions Of Waterwood Townhomes**

**THIS REVIVED DECLARATION** is made this 22nd, day of August, 2018 by Waterwood Townhomes Association, Inc., a Florida Corporation (hereinafter referred to as the "Sub-Association"), whose address is 300 Waterwood Drive, Yalaha, Florida 34797, and the individual Lot Owners consenting hereto.

**WHEREAS**, the real property described in Exhibit "A" attached hereto (the "Subject Property") was previously added to the Existing Properties, as such term is defined in the *Waterwood Declaration of Covenants and Restrictions* recorded in Official Records Book 709, Page 337, as amended by that certain *First Amendment to Waterwood Declaration of Covenants and Restrictions* recorded in Official Records Book 716, Page 557, as further amended by that certain *Amendment to Waterwood Declaration of Covenants and Restrictions* recorded in Official Records Book 1333, Page 969, and as preserved and extended by that certain *Marketable Record Title Act Notice* recorded in Official Records Book 3342, Page 2216, all of the Public Records of Lake County, Florida.

**WHEREAS**, the Subject Property was previously subjected to the *Waterwood Townhomes Supplemental Declaration of Covenants and Restrictions* recorded in Official Records Book 743, Page 1829, of the Public Records of Lake County, Florida, as amended by that certain *Amendment to Waterwood Townhomes Supplemental Declaration of Covenants and Restrictions* recorded in Official Records Book 1316, page 920, and that certain *Amendment to Waterwood Townhomes Supplemental Declaration of Covenants and Restrictions* recorded in Official Records Book 1316, Page 923, all of the Public Records of Lake County, Florida (collectively referred to as the "WTA Declaration").

**WHEREAS**, the WTA Declaration expired on February 20, 2012.

**WHEREAS**, the Sub-Association and a majority of Lot Owners elected to revive the WTA Declaration in accordance with Chapter 720, Part III, Florida Statutes.

**WHEREAS**, the Florida Department of Economic Opportunity ("DEO") has (1) confirmed the documents attached hereto as Exhibits "C", "D", and "E" comply with the requirements of Chapter 720, Part III, Florida Statutes, and (2) approved the revitalization thereof. A copy of DEO's approval letter is attached hereto as Exhibit "B".

**WHEREAS**, a current list of all affected Lot Owners are attached hereto as Exhibit "F".

**WHEREAS**, in addition to the terms and provisions contained herein, the Lot Owners are granted certain additional rights as described in the WCA Declaration.

**WHEREAS**, all references to the WTA Declaration, now or hereafter made in other instruments recorded in the Public Records of Lake County, Florida, or in the Articles of Incorporation, By-Laws, and other corporate documents and papers of Waterwood Townhomes Association, Inc., a Florida not-for-profit corporation, shall mean and refer to this Revived Declaration.

NOW THEREFORE, the Sub-Association hereby declares that the Subject Property shall be held, sold and conveyed subject to the terms and provisions of the documents attached hereto as Exhibits "C", "D", each of which are revived for the purpose of protecting the value and desirability of, and which shall run with, the Subject Property and be binding upon all parties having the right, title, or interest therein, or any part thereof, their respective heirs, successors, and assigns; and which shall inure to the benefit of the Sub-Association and each Lot Owner.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals this 22<sup>nd</sup> day of August, 2018.

Signed, sealed and delivered  
in the presence of:

Christie Mihm  
Signature  
Christie Mihm  
Print

James A. Myers  
Signature  
James A. Myers  
Print

Christie Mihm  
Signature  
Christie Mihm  
Print

James A. Myers  
Signature  
James A. Myers  
Print

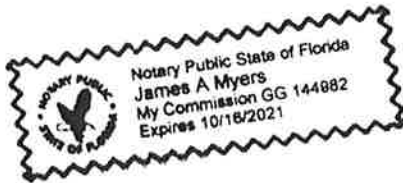
**Waterwood Townhomes Association, Inc.:**

By: Sheryl L. Nord  
Sheryl L. Nord, President

Attest: Maxine Scott  
Maxine Scott, Secretary

STATE OF FLORIDA  
COUNTY OF LAKE

I hereby certify that on this 22<sup>nd</sup> day of August, 2018, before me, an officer duly authorized in the State and County aforesaid to make acknowledgments, personally appeared Sheryl L. Nord, as president of Waterwood Townhomes Association, Inc., on behalf of said corporation and Maxine Scott, as secretary of Waterwood Townhomes Association, Inc., on behalf of said corporation, who each produced FL Drivers Licenses as identification and who X did    did not take an oath.



James A. Myers  
Notary Public  
Printed Name of Notary  
My Commission Expires:

EXHIBIT A

**Parcels Subject to:  
Revived Declaration of Covenants, Conditions,  
and Restrictions of Waterwood Townhomes**

<b>Legal Description</b>
Lot 1, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.
Lot 2, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.
Lot 3, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.
Lot 4, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.
Lot 5, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.
Lot 6, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.
Lot 7, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.
Lot 8, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.
Lot 9, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.
Lot 10, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.
Lot 11, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.
Lot 12, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.
Lot 13, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.
Lot 14, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.
Lot 15, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.
Lot 16, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.







EXHIBIT B

Rick Scott  
GOVERNOR



Cissy Proctor  
EXECUTIVE DIRECTOR

August 10, 2018

James A. Meyers, Esq.  
Bowen, Schroth, Mazenki and Broome, P.A.  
600 Jennings Avenue  
Eustis, Florida 32726

**Re: Waterwood Townhomes Association, Inc.; Approval;  
Determination Number: 18141**

Dear Mr. Meyers:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Waterwood Townhomes Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/ss/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](https://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

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**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230  
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

WATERWOOD TOWNHOMES  
SUPPLEMENTAL DECLARATION  
OF  
COVENANTS AND RESTRICTIONS

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FEB 19 11 38 AM '82  
 CLERK CIRCUIT COURT  
 JAKE CRIVELLO  
 1000 W. 10TH ST.  
 OMAHA, NE 68104

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WATERWOOD TOWNHOMES  
SUPPLEMENTAL DECLARATION  
OF  
COVENANTS AND RESTRICTIONS

C.S. 743 PAGE 1831

THIS SUPPLEMENTAL DECLARATION, made this 20<sup>th</sup> day of ~~NOVEMBER~~, 1981, by WATERWOOD, INC., a Florida corporation, hereinafter referred to as the "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the Owner of the Subject Property described in Section 1 of Article I of this Supplemental Declaration and desires to add said property to the Existing Properties as defined in the Waterwood Declaration of Covenants and Restrictions recorded in Official Records Book 709, Pages 337 through 377, inclusive, of the Public Records of Lake County, Florida, hereinafter sometimes referred to as "Original Declaration", and further desires to create thereon a townhome community with permanent open spaces, streets, walkways and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said streets, open spaces and other common facilities and, to this end, desires to subject the real property described in Article II, Section 1, hereof to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth and as set forth in the Original Declaration, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create a non-profit corporation and a subcorporation to which should be conveyed title and delegated and assigned the powers of maintaining and administering the community properties and facilities; administering and enforcing the covenants and restrictions; and collecting and disbursing the assessments and charges hereinafter created or created in the Original Declaration; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, Waterwood Community Association, Inc., and shall incorporate as a non-profit corporation Waterwood Townhomes Association, Inc., for the purpose of exercising the powers and functions aforesaid and as hereinafter set forth.

NOW, THEREFORE, the Developer, for itself and its successors and assigns, declares that the Subject Property described in Articles I and II hereof shall be: (a) added to the Existing Property, and (b) held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

This Instrument Prepared By:

Peter J. Fides, II  
Maquire, Voorhis & Wells, P.A.  
180 Park Avenue North, Suite 2A  
Winter Park, Florida 32789

ARTICLE I

Case 743 PAGE 1832

DEFINITIONS

SECTION 1. Any words not herein separately defined shall have the meanings set forth in the Original Declaration. The following words when used in this Supplemental Declaration (unless the context shall prohibit) shall have the following meanings for the purposes hereof:

(a) "Existing Property" shall mean and refer to that certain real property described on the plat of WATERWOOD, as recorded in Plat Book 25, Pages 29 through 31, inclusive, of the Public Records of Lake County, Florida.

(b) "Subject Property" shall mean and refer to the real property described in the Plat of WATERWOOD TOWNHOUSES, according to the plat thereof as recorded in Plat Book 25, Pages 44 and 45, of the Public Records of Lake County, Florida.

(c) "Sub-Association" shall mean and refer to WATERWOOD TOWNHOMES ASSOCIATION, INC.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION  
AND ADDITIONS TO EXISTING PROPERTY

SECTION 1. Property Subject to Original and Supplemental Declaration. The Subject Property, as heretofore defined, is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration and subject to the Declaration of Covenants and Restrictions for WATERWOOD, the terms of which Original Declaration are incorporated herein by this reference for all purposes as if same were specifically set forth herein.

SECTION 2. Addition to Existing Property. The purpose of filing this Supplemental Declaration is to add the Subject Property to the Existing Property. The property described in Section 1 hereof shall constitute additional property within the scope of Article II of the Original Declaration. This Declaration contains essentially the same substance as the Original Declaration and is intended to interlock all rights of Members of the Association to the end that all rights resulting to Members of the Association shall be uniform as between Owners of Lots in WATERWOOD and WATERWOOD TOWNHOUSES. This Declaration shall in no event revoke, modify or add to the covenants of the Original Declaration or any Supplemental Declaration as they relate to the Existing Property.

ARTICLE III

STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP  
AND VOTING RIGHTS IN THE SUB-ASSOCIATION

SECTION 1. Sub-Association. The Sub-Association shall be a non-profit Florida corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation, the By-Laws and the Original or this Declaration. Copies of said Articles of Incorporation and By-Laws of the Sub-Association are attached hereto as Exhibits "A" and "B", respectively. Neither the Articles of Incorporation nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with the Original or this Declaration. In the event of any such inconsistency, the provisions of the Original or this Declaration shall prevail. The officers and directors of the Sub-Association shall be required to be either (1) Members of the Sub-Association, or (2) officers,

directors, agents, representatives or employees of the Developer. A Board of Directors of the Sub-Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Sub-Association in accordance with this Declaration and the Sub-Association Articles of Incorporation and By-Laws.

SECTION 2. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot in the Subject Property shall be a Member of both the Association and the Sub-Association, except that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.

The Association and Sub-Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to such Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association and Sub-Association appurtenant thereto to the new Owner thereof.

SECTION 3. Voting Rights. The Sub-Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners of Lots in the Subject Property, with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 2. When more than one (1) person holds such interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall have three (3) votes for each Lot owned by the Developer.

The Class B membership shall cease and become converted to Class A membership and entitled to vote as such on the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership; or
- (b) At the expiration of ten (10) years after the date of recording of this Supplemental Declaration.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interests required for membership under Section 2.

Anything in this Declaration, the Association Articles of Incorporation or By-Laws to the contrary notwithstanding, and for so long as Developer is the Owner of two (2) or more of the Lots intended to be developed within the Subject Property, no vote, decision or action which requires an approval or a vote of two-thirds (2/3) or more of the Members of the Sub-Association voting on said matter, irrespective of class, shall be effective or implemented until Developer has approved or consented to same in writing directed to the Board of Directors of the Sub-Association.

The vote or votes for each Lot must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as

to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Lot, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners of the same Lot. In the event more than one (1) vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

In the event that more than one (1) person shall at any time be the Owner of any Lot, all such persons shall be Members and the vote for each such Lot shall, subject to the provisions of the foregoing paragraph, be exercised as such persons among themselves shall determine. In no event shall more than one (1) Class A vote be cast with respect to any Lot. For purposes of determining the votes allowed under this Article, no tenant or lessee of a Lot shall be entitled to any voting rights in the Sub-Association.

**SECTION 4. Duties of the Sub-Association.** The Sub-Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Supplemental Declaration, have the obligations, duties and functions (subject to the provisions of the Original and this Declaration) to do and perform each and every of the following for the benefit of the Owners of Lots in the Subject Property and for the maintenance, administration and improvement of the Subject Property:

(a) Enforcement. To take such action, whether or not expressly authorized herein or in any governing instrument, as may be reasonably necessary to enforce the restrictions, limitations, covenants, affirmative obligations, conditions and other provisions of this Supplemental Declaration and of the Articles of Incorporation and By-Laws as may be applicable to the Subject Property.

(b) Operation and Maintenance of Limited Common Property. To own, operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Limited Common Properties lying within the Subject Property, together with all easements for operation and maintenance purposes and for the benefit of the Sub-Association or its Members over and within the Limited Common Properties lying within the Subject Property; and to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order, condition and repair. The maintenance and repair of streets lying within the Subject Property, which streets have not been dedicated to a political subdivision or public authority, shall be the responsibility of Waterwood Community Association, Inc.

(c) Water and Other Utilities. Acquire, provide and/or pay for water, television, sewer, garbage disposal, electrical, telephone and gas, and other necessary utility services for the Limited Common Properties lying within the Subject Property.

(d) Taxes and Assessments. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Sub-Association and/or any property owned by the Sub-Association. Such taxes and assessments may be contested or compromised by the Sub-Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes. It is the intent of this Declaration that, inasmuch as the interest of each Owner of a Lot in the Subject Property to use and enjoy the Limited Common Properties appurtenant to such Owner's Lot constitutes an interest in real property on a proportionate basis appurtenant to each Lot, the value of the interest of each Owner in such Limited Common Properties shall be included in the assessment for each Lot and any assessment directly against such Limited Common Properties should



be of a nominal nature reflecting that the full value of the same should be included in the individual assessments of the various Lots in the Subject Property.

(e) Dedication for Public Use. Upon being directed from time to time by the Developer to do so prior to relinquishment of control of the Sub-Association by the Developer, to promptly dedicate or grant such streets, roads and drives and such water, sewer or other utility lines or facilities and appropriate easements as may be specified by Developer to such municipalities, utility companies, political subdivisions, public authorities or similar agencies or bodies as may be designated by Developer.

(f) Insurance. To obtain and maintain insurance as provided for by the Sub-Association Articles of Incorporation, By-Laws or this Supplemental Declaration.

(g) Rule Making. To make, establish, promulgate, amend or repeal any rules and regulations applicable solely to the Lots and Limited Common Properties encompassed by the Subject Property as may reasonably be deemed necessary by the Sub-Association.

(h) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this Declaration and the rules and regulations of the Sub-Association.

SECTION 5. Powers and Authority of the Sub-Association. The Sub-Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the By-Laws or the Original and this Declaration. The Sub-Association shall have the power to do any and all lawful things within the confines of the Subject Property which may be authorized, required or permitted to be done by the Sub-Association under the Original and this Declaration, the Articles of Incorporation and the By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Sub-Association, including the following which are listed without intent to limit the foregoing articulation:

(a) Assessments. To levy assessments on the Owners of Lots in the Subject Property and to enforce payment of such assessments, all in accordance with the provisions of the Original and this Declaration.

(b) Right of Enforcement. In its own name, on its own behalf or behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of any provision of this Declaration, the rules and regulations promulgated by the Sub-Association, the Articles of Incorporation or the By-Laws, and to enforce, by mandatory injunction or otherwise, all of the provisions thereof, with respect to Lots and Limited Common Properties within the Subject Property.

(c) Easements and Rights-of-Way. To grant and convey to any third party easements and rights of way in, on, over and under the Limited Common Properties and any streets located thereon for the purposes of constructing, erecting, operating or maintaining thereon, therein or thereunder (1) overhead or underground lines, cables, wires, conduits or other devices for the transmission of electricity and for lighting, heating, power, telephone, community television, radio and audio and antenna facilities and for other appropriate purposes; (2) public sewers, storm water drains and pipes, water systems, sprinkler systems, water, heating and gas lines or pipes; and (3) any similar public or quasi-public improvements or facilities.

(d) Employment of Manager and Employees. To employ the services of any person or corporation as manager, together with employees, to manage, conduct and perform the business, obligations and duties of the Sub-Association as may be directed by the Board and to enter into the contracts for such purpose. Such manager and employees shall have the right to ingress and egress over such portions of the development as may be reasonably necessary for the purpose of performing such business, duties and obligations.

(e) Right of Entry. Without liability to any Owner, to cause its agents, independent contractors and employees, after notice, to enter upon any Lot or the exterior of any residence in the Subject Property for the purpose of enforcing any and all the provisions of Article V of this Declaration, for the purpose of maintaining and repairing such Lot or residence if for any reason whatsoever the Owner thereof fails to maintain it in good condition and repair and so as to present an attractive exterior appearance as required by Article V, or as reasonably required to promote or protect the general health, safety and welfare of the residents and the users of the Subject Property.

(f) Maintenance and Repair Contracts. To contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all improvements of whatsoever kind and for whatever purpose from time to time located upon or within the Limited Common Properties lying within the Subject Property.

(g) Insurance. To obtain, maintain and pay for such insurance policies or bonds, whether or not required by any provision of the Original or this Declaration, or any By-Laws, as the Sub-Association may deem to be appropriate for the protection or benefit of the Sub-Association, the members of the Board, Owners, their tenants or guests, including, but not by way of limitation, fire and extended coverage insurance covering the Limited Common Properties, liability insurance, war risk insurance, boiler insurance, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, and performance and fidelity bonds.

(h) Utility Service. To contract and pay for, or otherwise apply for, utility services, including, but without limitation, water, sewer, garbage, electrical, telephone and gas services.

(i) Professional Services. To contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys, certified public accountants, and such other professional and non-professional services as the Sub-Association deems necessary.

(j) Protective Services. To contract and pay for, or otherwise provide for, fire, security, and other such protective services as the Sub-Association shall from time to time deem appropriate for the benefit of the Subject Property, the Owners therein, their tenants and guests.

(k) General Contracts. To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment and labor as and to the extent the Sub-Association deems necessary.

(l) Liens. To pay and to discharge any and all liens from time to time placed or imposed upon the Limited Common Properties on account of any work done or performed by or on behalf of the Sub-Association in the fulfillment of any of its obligations and duties of ownership, maintenance, repair, operation or administration.

COVENANT FOR MAINTENANCE ASSESSMENTSSECTION 1. Creation of the Lien and Personal Obligation of Assessments.

(a) Each Owner of a Lot in the Subject Property, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Sub-Association, in addition to such assessments as shall be required to be paid to the Association pursuant to the terms of the Original Declaration, as to any Lot in the Subject Property: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, including court costs and reasonable attorneys' fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and attorneys' fees as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

(b) Notwithstanding the provisions of subparagraph (a), above, the Developer shall not be subject to assessments as to any acreage which it owns of record in fee simple, but which is not platted, nor shall the Developer be required to pay assessments as to those unimproved Lots which are platted and owned by Developer.

(c) Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

1. All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority, and devoted to public use; and
2. All Limited Common Properties; and
3. All properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption; and
4. Those properties owned by the Developer and described in subparagraph (b) hereof; and
5. Each Lot for so long as the sale by the builder of the new residence located thereon has not yet closed and the said dwelling is unoccupied in all respects; provided, however, that if any Lot is purchased by the Owner of an adjacent non-exempt Lot for any purpose other than the commencement of construction thereon within sixty (60) days after closing, assessments shall commence to accrue on the said vacant Lot upon the closing of the first sale of the residence on the adjacent Lot or upon the closing of the purchase of the vacant Lot, whichever shall last occur.

Except as set forth in this subparagraph, no land or improvements devoted to dwelling use shall be exempt from assessments, charges or liens.

SECTION 2. Purpose of Assessments Levied by the Sub-Association. The assessments levied by the Sub-Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Subject Property and, in particular, for the improvement and maintenance of properties, services, and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed, or furnished, which are devoted to the purpose and related to the use and enjoyment of the Limited Common Properties situated upon the Subject Property including, but not limited to:

- (a) Payment of operating expenses of said Sub-Association, including, without limitation, real estate taxes and insurance; and
- (b) Lighting, improvement and beautification of access ways and easement areas in the Subject Property, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways; and
- (c) Maintenance, improvement and operation of drainage easements and systems in the Subject Property; and
- (d) Management, maintenance, improvement and beautification of landscaping on Limited Common Properties; and
- (e) Garbage collection and trash and rubbish removal, but only when and to the extent specifically authorized by said Sub-Association; and
- (f) Repayment of deficits previously incurred by the Sub-Association, if any, in making capital improvements to or upon the Limited Common Properties, and/or in furnishing the services and facilities provided herein to or for the Owners and Members of the Sub-Association; and
- (g) Doing any other thing necessary or desirable in the judgment of said Sub-Association, to keep the Subject Property neat and attractive, or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or which, in the judgment of the said Sub-Association, may be of general benefit to the Owners or occupants of lands included in the Subject Property.

SECTION 3. Annual and Special Assessments.

(a) Annual Assessment. Commencing on the date set pursuant to Section 5 of this Article, there shall be an annual assessment of Five Hundred Eighty-Eight Dollars (\$588.00) per Lot to be paid to the Sub-Association, in advance, semi-annually on January 1 and July 1 of each year. This annual assessment shall be prorated in the year of initial purchase of a new townhome from date of closing until the next semi-annual installment due date. Said assessment shall be paid directly to the Sub-Association, or, in the event the Sub-Association is not yet activated, to the Developer. The Developer shall account to the Sub-Association for any sums expended and shall deliver to the Sub-Association the balance of any sums upon the activation of the Sub-Association.

(b) Increase of Assessment. The Board of Directors of the Sub-Association shall annually, after consideration of current maintenance costs and future needs of the Sub-Association, fix the actual assessment for each year. Any new annual assessment exceeding one hundred twenty percent (120%) of the assessment for the previous year shall have the assent of two-thirds (2/3) of the votes of Class A Members of the Sub-Association who are voting in person or by proxy at a meeting duly called for

that purpose, written notice of which shall be sent to all Members having a right to vote at least thirty (30) days in advance of the meeting and which notice shall set forth the purpose of the meeting. Also, the annual assessment may be increased by a two-thirds (2/3) vote of the Members, as hereinafter provided.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Sub-Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Limited Common Properties, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A Members of the Sub-Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members having a right to vote at least thirty (30) days in advance of the meeting and which notice shall set forth the purpose of the meeting.

SECTION 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on that date (which shall be the first day of the month) fixed by the Board of Directors of the Sub-Association.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable one-half (1/2) on the first day of January of said year, and one-half (1/2) on the first day of July of that year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bears to twelve (12).

SECTION 6. Quorum for any Action Authorized Under Sections 3 and 4. The quorum required for any action authorized by Sections 3 and 4 hereof shall be as follows:

At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7. Limitation on Voting Rights. Nothing in this Article shall be construed as granting a right of vote to Owners who are Members of the Association but not of the Sub-Association with respect to changes in assessments levied, or special assessments imposed, by the Sub-Association. Furthermore, the Sub-Association shall be prohibited from levying or expending any assessments for the repair, replacement or maintenance of Common Properties.

SECTION 8. Certificate of Payment. The Sub-Association shall upon demand at any time furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Sub-Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 9. Effect of Non-Payment of Assessment. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot with respect to the ownership of which the assessment accrued which shall bind such property in the hands of the then Owner, his heirs, successors, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date due at the highest rate allowed by law, and the Sub-Association may bring an action at law against the Owner personally obligated to pay the same and/or to foreclose the lien against the property, and there shall be added to the amount of such assessment interest, costs of collection and court costs, and reasonable attorneys' fees, including costs and fees on appeal. Reasonable attorneys' fees and costs of collection shall be recoverable whether or not suit be brought.

If it becomes necessary for the Sub-Association to file a claim of lien against any Lot, a Seventy-Five Dollar (\$75.00) lien fee may be charged. Such lien fee shall be added to the unpaid assessment and same shall be secured by the lien hereby created.

SECTION 10. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any institutional first mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or pursuant to other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments which thereafter become due, nor from the lien of any such subsequent assessment.

#### ARTICLE V

##### EXTERIOR MAINTENANCE

SECTION 1. Exterior Maintenance. In addition to maintenance upon the Limited Common Properties, the Sub-Association shall have the right to provide exterior maintenance upon any vacant Lot, or upon any improved Lot in the Subject Property, or to the exterior of any townhome situate thereon; subject, however, to the following provisions: Prior to performing any maintenance on a Lot or exterior of a townhome located thereon, the Board of Directors of the Sub-Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of the Subject Property. Prior to commencement of any maintenance work on a Lot or townhome, the Sub-Association must furnish thirty (30) days' prior written notice to the Owner at the last address listed in the Sub-Association's records for said Owner notifying the Owner that, unless certain specified repairs or maintenance are made within said thirty (30) day period, the Sub-Association shall make said necessary repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Sub-Association shall have the right to enter in or upon any such Lot, or to hire personnel to do so, to make such necessary repairs or maintenance as is specified in the above written notice. In this connection, the Sub-Association shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building sur-



faces, trees, shrubs, grass, walks and other exterior improvements, as well as removal of debris which, in the opinion of the Sub-Association, detracts from the overall beauty and setting of the Subject Property, and general lot cleanup. The rights herein granted are reserved to the Sub-Association and shall not extend to the Association within the Subject Property.

SECTION 2. Assessment of Cost. The cost of such Lot or exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article IV hereof and, as part of such annual assessment or charge, it shall be a lien upon the Lot and a personal obligation of the Owner and shall become due and collectible in all respects as provided in Article IV hereof. The Board of Directors of the Sub-Association, when establishing the annual assessment against each Lot for any assessment year, may add thereto the estimated cost of the exterior maintenance for that year, but the Board shall thereafter make such adjustment with the Owner as is necessary to reflect the actual cost thereof. The costs incurred by the Sub-Association pursuant to this and the foregoing Section shall accrue interest at the highest rate allowed by law from date of expenditure to date of payment by the Owner. The Owner shall, as in the case of unpaid annual assessments, be liable for all costs and reasonable attorneys' fees incurred by the Sub-Association incident to the collection of the said expenditures, whether or not suit be brought.

SECTION 3. Access at Reasonable Hours. For the purpose solely of performing the maintenance authorized by this Article, the Sub-Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any residence at reasonable hours on any day except Sundays and holidays (except that in an emergency situation such notice need not be given).

SECTION 4. Insurance on Limited Common Areas. The Board of Directors of the Sub-Association shall maintain public liability insurance, to the extent obtainable, covering the Sub-Association and each Member, lessee and occupant and the managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on or in the Limited Common Properties. To the extent obtainable, the Board of Directors shall also be required to obtain the following insurance: (a) fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the facilities and lands within the Limited Common Properties in an amount equal to the full replacement values of the improvements, and (b) workmen's compensation insurance. All insurance premiums for such coverage shall be paid for by the Sub-Association.

## ARTICLE VI

### ENFORCEABILITY

If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or the Sub-Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, or the Sub-Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation



herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

ARTICLE VII

DEVELOPER'S RIGHT OF FIRST REFUSAL

SECTION 1. Right of First Refusal. Any Owner who receives a bona fide offer to purchase his townhome (such offer to purchase is called an "Outside Offer", the party making any such Outside Offer is called an "Outside Offeror", and the Owner to whom the Outside Offer is made is called an "Offeree Owner") which he intends to accept, shall give notice by certified mail, return receipt requested, to the Developer of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Developer may reasonably require. The giving of such notice to the Developer shall constitute an offer by such Owner to sell his townhome to the Developer or its designee upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the Owner who has received such Outside Offer to the Developer that such Owner believes the Outside Offer to be bona fide in all respects. The Offeree Owner shall submit in writing such further information with respect thereto as the Developer may reasonably require. Not later than ten (10) days after receipt of such notice, together with such further information as may be requested, the Developer or its designee may elect, by sending written notice to such Offeree Owner before the expiration of such ten (10) day period by certified mail to purchase such townhome upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Owner. In the event the Developer shall timely elect to purchase such townhome or to cause the same to be purchased by its designee, title shall close at the office of the attorneys for the Developer, in accordance with the terms of the Outside Offer, within thirty (30) days after the giving of notice by the Developer of its election to accept such offer. If, pursuant to such Outside Offer to Purchase, the Outside Offeror was to assume or take title to the townhome subject to the Offeree Owner's existing mortgage or mortgages, the Developer may purchase the townhome and assume or take title to the townhome subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Owner shall convey the townhome to the Developer, or to its designee, by statutory Warranty Deed, with all tax and/or documentary stamps affixed at the expense of such Owner, who shall also pay all other taxes arising out of such sale. All other costs of closing shall be paid by the Developer. Title shall be good and marketable and insurable and the Offeree Owner shall deliver an abstract or provide a title binder (and subsequently a title insurance policy) at its expense at least fifteen (15) days prior to such closing. Real estate taxes, mortgage interest, if any, and homeowner's assessments shall be prorated between the Offeree Owner and the Developer, or its designee, as of the closing date.

In the event the Developer or its designee shall fail to accept such offer within the described time period after receipt of notice and all additional information requested, as aforesaid, the Offeree Owner shall be free to accept the Outside Offer within forty-five (45) days after (i) notice of refusal is given by the Developer; or (ii) the expiration of the period within which the Developer or its designee might have accepted such offer, as the case may be. In the event the Offeree Owner shall not, within such forty-five (45) day period, accept, in writing, the Outside Offer or if the Offeree Owner shall accept the Outside Offer within such forty-five (45) day period, but such sale shall not

be consummated in accordance with the terms of such Outside Offer previously disclosed to the Developer or within a reasonable time after the date set for closing thereunder, then, should such Offeree Owner thereafter elect to sell such townhome, the Offeree Owner shall be required to again comply with all the terms and provisions of this Section.

Any Deed to an Outside Offeror shall provide (or shall be deemed to provide) that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Supplemental Declaration, By-Laws, Articles of Incorporation, applicable Rules and Regulations, and all other Agreements affecting the Subject Property, as the same may be amended from time to time.

Any purported sale of a townhome in violation of this Section shall be voidable at any time at the election of the Developer and, if the Developer shall so elect, the Owner shall be deemed to have authorized and empowered the Developer to institute legal proceedings to void an unauthorized conveyance. Said Owner shall reimburse the Developer for all expenses (including attorney's fees and disbursements) incurred in connection with such proceedings.

The foregoing Right of First Refusal shall not apply to townhomes owned by the Developer or owned by any institutional first mortgagee acquiring title by foreclosure or by a deed in lieu of foreclosure. The Developer and such institutional first mortgagee shall have the right to sell townhomes they own without having to first offer the same for sale to the Developer.

SECTION 2. Release by the Developer of the Right of First Refusal. The right of first refusal contained in foregoing Section 1 may be released or waived by the Developer in the manner provided in Section 3. In the event the Developer shall release or waive its right of first refusal as to any townhome, such townhome may be sold free and clear of the provisions of said Section 1.

SECTION 3. Certificate of Termination of Right of First Refusal. A Certificate executed and acknowledged by an officer of the Developer stating that the provisions of Section 1 have been satisfied by an Owner or stating that the right of first refusal contained therein has been duly released or waived by the Developer and that, as a result thereof, the rights of the Developer thereunder have terminated (as to that sale only) shall be conclusive with respect to all persons who rely on such Certificate upon request to any Owner in respect to whom the provisions of such section have, in fact, terminated or been waived. No fees shall be charged by the Developer in connection with the furnishing of such Certificate. The Certificate shall be in recordable form and shall be recorded at the expense of the Owner.

SECTION 4. Exceptions. The provisions of Section 1 shall not apply with respect to any sale or conveyance of any townhome by (a) the townhome owner to his spouse, adult children, parents, parents-in-law, adult siblings or a trustee, corporation or other entity where the Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trust, corporation or other entity or to any one or more of the above, (b) the Developer, (c) the Association or Sub-Association, (d) any proper officer conducting the sale of the townhome in connection with the foreclosure of a mortgage or other lien covering such townhome or delivering a Deed in lieu of foreclosure, or (e) an institutional first mortgagee (or its designee) deriving title by virtue of foreclosure; provided, however, that each succeeding townhome owner shall be bound by, and his townhome shall be subject to, the provisions of this Article VII.

SECTION 5. Gifts and Devises, Etc. Any Owner shall be free to convey or transfer his townhome by gift, to devise his townhome by will or to have his townhome passed by intestacy, without restrictions; provided, however, that each succeeding townhome owner shall be bound by, and his townhome subject to, the provisions of this Article VII.

SECTION 6. Mortgage of Townhomes. Each Owner shall have the right to mortgage his townhome without restriction.

SECTION 7. Termination of Right of First Refusal. Anything to the contrary contained in this Article VII notwithstanding, the right of first refusal granted by Section 1 to the Developer shall end, terminate and become of no further force or effect upon the conveyance by Developer of the last lot or townhome owned by the Developer within the Subject Property to a person or entity not owned or controlled by Developer.

IN WITNESS WHEREOF, the Developer, WATERWOOD, INC., has caused these presents to be executed in its name and its seal to be affixed hereto the day and year first above written.

Signed, sealed and delivered in the presence of:

WATERWOOD, INC.

Amelia Carter  
Sage M. Holloway

By: Frank G. Proie  
Frank G. Proie, President

(CORPORATE SEAL)



STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF LAKE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared FRANK G. PROIE, well known to me to be the President of WATERWOOD, INC., the corporation named in the foregoing instrument, and that he acknowledged executing the same in the presence of two (2) subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of January, 1981-82.

Amelia Carter  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 13 1984  
BONDED THRU GENERAL INS. UNDERWRITERS



KNOW ALL MEN BY THESE PRESENTS:

THAT, CITIZENS NATIONAL BANK OF LEESBURG, the owner and holder of a certain Mortgage encumbering the property which is the subject of the foregoing Supplemental Declaration, which Mortgage is dated August 20, 1979, and is recorded in Official Records Book 683, Page 112, Public Records of Lake County, Florida, by the execution hereof consents to the placing of the foregoing covenants and restrictions on said property and further covenants and agrees that the lien of its Mortgage shall be and stand subordinate to such covenants and restrictions as if said covenants and restrictions had been executed and recorded prior to the recording of its Mortgage.

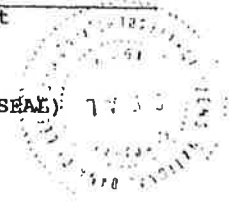
Signed, sealed and delivered in the presence of:

CITIZENS NATIONAL BANK OF LEESBURG

*Amelia Carter*  
*Hugh M. Holloway*

By: *Hugh A. Bryson*  
\_\_\_\_\_  
- President

(CORPORATE SEAL)



STATE OF FLORIDA )  
                          ) SS.  
COUNTY OF Lake )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Hugh A. Bryson, well known to me to be the \_\_\_\_\_ President of CITIZENS NATIONAL BANK OF LEESBURG, and that he acknowledged executing the same in the presence of two (2) subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of January, 1981 22.



(NOTARIAL SEAL)

*Hugh M. Holloway*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEP. 9 1985  
BONDED THRU GENERAL INS. UNDERWRITERS

89 3149

EXTERIOR WALLS AND  
TOWNHOUSE ROOF AMENDMENT

BOOK 0996 PAGE 0511

AMENDMENT TO ARTICLE V  
EXTERIOR MAINTENANCE

SECTION 1. Exterior Maintenance. and exterior walls  
For maintenance purposes, the roofs of the Townhouses shall be maintained as  
common property by the Waterwood Townhome Sub Association. An escrow fund for  
maintenance, repair or replacement may be established accordingly.

IN WITNESS WHEREOF the subscribers have hereunto affixed their signatures  
on the 9 day of November, 1987.

  
FRANK G. PROIE

  
ROBERT ZAHRADNIK

  
CARRIE ZAHRADNIK

JAN 23 12 02 PM '89

STATE OF FLORIDA )  
COUNTY OF LAKE } SS:

BEFORE ME, the undersigned authority, on this day personally appeared  
FRANK G. PROIE, ROBERT ZAHRADNIK and CARRIE ZAHRADNIK, who being duly sworn,  
acknowledged the execution of the foregoing amendment of Article V of Supplemental  
Declaration of Covenants and Restrictions of the Waterwood Townhome Association,  
for the purposes expressed in such Article.

WITNESS my hand and official seal in the County and State named above,  
this 9th day of November, 1987.

  
NOTARY PUBLIC

My commission Expires:

NOTARY SEAL



NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. LINE 22, 1989  
BONDED THRU GENERAL INS. UND.

93 9760 AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

BOOK 1211 PAGE 1925

THIS AMENDMENT dated the 23 day of February, 1993, is recorded for the purpose of amending the Waterwood Townhomes Supplemental Declaration of Covenants and Restrictions (the "Townhome Covenants"), as recorded in Official Records Book 743, Page, 1847 Public Records of Lake County, Florida. This Amendment is promulgated under the authority of Article XV of the Waterwood Declaration of Covenants and Restrictions (the "Original Covenants") which is recorded in Official Records Book 709, Page 337, Public Records of Lake County, Florida, and affects only those lots encumbered by the Townhome Covenants, all of which are located within the plat of Waterwood Townhouses, according to the plat thereof recorded in Plat Book 25, Page 44, 45, Public Records of Lake County, Florida.

NOW THEREFORE, the Townhome Covenants shall be amended as follows:

1. With regard to the requirements of Article XII, Sections 1, 2, and 3, of the Original Covenants, with regard to casualty insurance on townhomes, the Sub-Association shall have the option either to follow the requirements of Article XII, Sections 1, 2 and 3, or in lieu thereof to purchase a single policy of insurance covering casualty loss or damage to all of the townhomes, in the name of the Sub-Association. If the Sub-Association elects to purchase a single policy for all townhomes, it shall provide replacement cost coverage on each townhome and shall be "All Risk" in nature. Proceeds paid by any such policy in the event of a covered loss shall be utilized for the repair or replacement of the damaged townhomes in accordance with Article XII, Section 4 of the Original Covenants.

2. If the Sub-Association elects to purchase a single casualty policy for all townhome units as allowed above, the premiums for that policy shall be paid by the Sub-Association and collected from all Owners of townhome units as part of the Maintenance Assessments imposed under Article IV of the Townhome Covenants, subject to all requirements imposed thereby.

3. If at any time the Sub-Association elects to change from a single policy covering all townhome units, to the procedure provided for insurance in Article XII, Sections 1, 2 and 3 of the Original Covenants, then the owners of all townhome units shall be given written notice of this change not less than 180 days prior to the date on which the change is to become effective, in order to allow the unit owners sufficient time to obtain individual policies of insurance. The master policy shall be kept in force until this 180 day period has expired.

4. Any single policy of insurance obtained for the townhome units as allowed by this Amendment will not cover the following items, and it is the responsibility of each townhome owner to obtain individual coverage for these items:

- A. Electrical fixtures
- B. Appliances
- C. Air conditioning and heating equipment

Amendment to Covenants  
Page 1 of 3

REC'D  
LAKELAND  
FEB 23 3 26 PM '93  
CLERK OF COURT  
LAKE COUNTY, FL.

D. Water heaters

BOOK 1211 PAGE 1926

E. Built in cabinets

5. The undersigned hereby certify that sufficient notice was given to the Owners of all lots affected by this Amendment, informing them that this Amendment had been proposed by the Sub-Association, and that the owners of more than 2/3 of the affected lots have approved this Amendment. Copies of the ballots indicating acceptance of the Amendment by those lot owners voting in favor of it are attached as Composite Exhibit "A" to this Amendment.


6. Except as amended specifically by this instrument, the Townhome Covenants shall continue in full force and effect as originally executed.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

WITNESSES:


Patry J. Ellis  
[Signature]

WATERWOOD TOWNHOUSES, INC. (the Sub-Association)

BY: Robert J. Zahradnik  
Robert J. Zahradnik, President  


Patry J. Ellis  
[Signature]

WATERWOOD, INC. (original Developer)

BY: Robert J. Zahradnik  
Robert J. Zahradnik, President  




STATE OF FLORIDA  
COUNTY OF LAKE

Execution of the foregoing instrument was acknowledged before me this 23  
day of February, 1993, by Robert J. Zahradnik, as President of Waterwood, Inc. and as President  
of Waterwood Townhouses, Inc., who was either [CHECK ONE] (a)  personally known to  
me, or (b) \_\_\_\_\_ produced \_\_\_\_\_ as identification,  
and who did not take an oath.

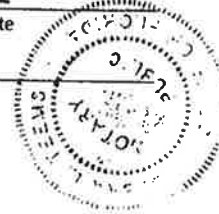
Robert J. Zahradnik  
NOTARY PUBLIC

DAVID L TEEMS  
Typed or printed name of notary

DAVID L TEEMS  
Print, type or stamp name of Notary Public  
Personally known  OR Produced I. D.   
Type and number of I. D. produced:

Notary Public, State of Florida  
My Commission Expires Nov. 26, 1994  
Bounded Tree Tray File - Insurance Inc.  
Commission expiration date

Commission Number



PREPARED BY AND RETURN TO:  
Fred A. Morrison  
P.O. Box 491357  
Leesburg, Florida 34749-1357

C:\WP51\WKINPROC\WATWDAMD.WP\FAM/February 4, 1993

TO: WATERWOOD TOWNHOME OWNERS  
FROM: TOWNHOME MANAGEMENT GROUP

SUBJECT: TOWNHOME CASUALTY/PROPERTY DAMAGE INSURANCE

For over a decade, this insurance coverage has been provided as part of the "master" policy for the WATERWOOD development, and that part of the premium was paid through the regular fees of the Association. Each home owner was individually responsible only for whatever insurance he desired for personal property and liability.

Insurance premiums were held to a minimum by the economy of the "group" rate, and by having to pay only one deductible charge for any one cause of damage ( wind storm, for example) regardless of the number of homes which sustained a loss.

To continue the insurance as in the past, an amendment to Article XII of the Waterwood Covenants must be made, because the last town homes are erected and the developer is no longer part of the policy.

The Chairman of the Board, Mr. F. Proie, has advised the change will be processed if 2/3rds of the town home owners indicate their preference for the "master" policy to continue, instead of individual home owner policies taken by each of the 52 town home owners.

The Board also advises that it is highly improbable the long standing roof maintenance and replacement program of the Association can be kept in effect without a single policy for all town homes.

Your desires on the subject insurance are required by the Board of Directors. Please sign in the appropriate column.

Question: "I FAVOR AN ASSOCIATION (MASTER) POLICY FOR TOWN HOME INSURANCE"

Ms. Lynette Siman - Chairman  
102 Clusterwood Drive  
Yalaha, Florida 34797

(904) - 324-3563

YES

NO

ABSTAIN

H. H. Stubblefield #603

YES

NO

ABSTAIN

Lorraine Roseman #901

Laura Roseman #901

YES

NO

ABSTAIN

Clusterwood  
L. Reese #502

YES

NO

ABSTAIN

901

902

903

904

John A. Ball #902

John A. Ball #903

Above signatures witnessed by:

	YES	NO	ABSTAIN
" 801	Richard Ehringer #801	_____	_____
* 801	Robert Zuhl #802	_____	_____
* 803	Frank White #803	_____	_____
804	Robert Zuhl #804	_____	_____
103	Robert J. Gerson #103	_____	ABSTAIN
302	Don J. Evans #302	EVANS	_____

	YES	NO	ABSTAIN
	R.T. Rothacker #704	_____	_____
	W.M. Hartough #703	_____	_____
	William M. Kent #701	_____	_____

	YES	NO	ABSTAIN
	Ruth of Army #602	_____	_____
	William H. Miller #601	_____	_____
	William H. Miller #601	_____	_____
	Curtis E. Blinger #603	_____	_____

	YES	NO	ABSTAIN
102	Lynette G. Siman #102	_____	_____
203	Jack R. Basher #203	_____	_____
204	J.C. Carson #204	_____	_____
202	Ralph Thomas #202	_____	_____

	YES	NO	ABSTAIN
	John H. [Signature] #303	_____	_____

Ms. Lynette Siman - Chairman  
 102 Clusterwood Drive  
 Yalaha, Florida 34797

(904) - 324-3563

	YES	NO	ABSTAIN
	104 [Signature]	_____	_____

	YES	NO	ABSTAIN
	Richard H. [Signature] #503	_____	_____
	Joann B. Bobbitt #503	_____	_____

YES

NO

ABSTAIN

Russell Chesley #1002

YES

NO

ABSTAIN

Victor J. Roman #403

YES

NO

ABSTAIN

Don J. Taylor #201

John W. ... #403

William ... #403

H. M. ... #402

YES

NO

ABSTAIN

Louise Bentley Ingraham #503

Myron + Julia F. Kirk #504

Thomas Wetman #304

YES

NO

ABSTAIN

Ed ... #402  
Tom ...

YES

NO

ABSTAIN

Robert ... #1003

Vernon ... #502

Frank ... #501

... #404

YES

NO

ABSTAIN

Robert ... #904

William ... #604  
Ned P. Ruddy #1001

William ... #102

YES

NO

ABSTAIN

X  
#1004 James P. Sullivan M.D.

Above signatures witnessed by:

note: 1/25/93  
Mrs Sullivan advised  
me she wants their  
votes to be 3-1.  
LSD.

January 10, 1993

BOOK 1211 PAGE 1931

Mrs. Lynette Siman  
102 Clusterwood Dr.  
Yalaha, Fl. 34797

Dear Mrs. Siman;

Please be advised that John and I as owners of a townhome located at 604 Waterwood Dr.; Yalaha, Fl. do favor a master policy regarding the roof and any other exterior parts of same. We appreciate your directing this letter to the proper committee for its consideration.

Yours truly,

*Meredith and John Martin*  
Meredith and John Martin  
1404 Druid Rd.  
Maitland, Fl. 34751  
(407) 539-1010

January 11, 1993

Dear Chairperson,

We favor an association master policy for town home exterior insurance.

We are the owners of 501 Clusterwood Drive.

*Mildred and Ted Wheaton*  
Mildred and Ted Wheaton  
4130 Davenport Lane  
Mt Dora, FL 32757

1-19-93

*Thomas & Candice Hinton  
at 401 Waterwood Drive, are  
in favor of a master  
insurance policy to cover  
all townhomes.*

*Rec'd  
by mail*

*Thank you  
Candy Hinton*

601 Chestnut

Gladys D. Stahelin  
9 South 675 Leash Lane  
Wheaton, Illinois, 60187

Jan. 16, 1993

Veterans Home Association  
Galesburg, Illinois

BOOK 1211 PAGE 1832

We are in favor of an Association  
Master Policy for Town Home  
Insurance

Gladys Stahelin  
Robert Stahelin

Owners of 601 Westwood Town House

Jan. 10, 1993

I favor an association  
Master Policy for the Town  
Home Insurance

Dorothy and Robert F B Jordan

YES

NO

ABSTAIN

X  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Above signatures witnessed by:

*[Signature]*

*[Signature]*

Rolf Rothacher  
Holzweid  
CH-4852 Rothrist

Jan 12, 93

94 52351

SEP 1 4 35 PM '94

AMENDMENT TO WATERWOOD TOWNHOMES  
SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

This amendment of Supplemental Declaration of Covenants and Restrictions is made the 30th day of June, 1994.

W I T N E S S E T H :

WHEREAS, on the 5th day of September, 1980, covenants and restrictions were imposed upon the following-described real property situate, lying and being in Lake County, Florida, to-wit:

All that certain real property described on the Plat of WATERWOOD, according to the Plat thereof as recorded in Plat Book 25, Pages 29, 30, and 31, of the Public Records of Lake County, Florida

by virtue of that certain WATERWOOD Declaration of Covenants and Restrictions dated September 5, 1980, filed for recording September 19, 1980, and recorded in Official Records Book 709, Pages 337 through 376, inclusive, of the Public Records of Lake County, Florida, and being sometimes hereinafter referred to as the "Declaration"; and

WHEREAS, on the 20th day of November, 1981, a Supplemental Declaration of Covenants and Restrictions was imposed upon the following-described real property situate, lying and being in Lake County, Florida, to-wit:

All that certain real property described on the Plat of WATERWOOD TOWNHOUSES, according to the Plat thereof as recorded in Plat Book 25, Pages 44 and 45, of the Public Records of Lake County, Florida

by virtue of that certain Supplemental Declaration of Covenants and Restrictions dated November 20, 1981, filed for recording February 19, 1982, and recorded in Official Records Book 743, pages 1829 through 1846, inclusive, of the Public Records of Lake County, Florida, and being sometimes hereinafter referred to as the "Supplemental Declaration"; and

WHEREAS, Article XV of such Declaration provides that the Declaration can be amended by a vote of two-thirds (2/3) of the Owners of Lots affected by the Declaration; and

WHEREAS, on May 15, 1994, the Board of Directors of Waterwood Townhouses Association, Inc. caused a notice to be mailed to all of the Owners of lots notifying them of a special meeting to be held on June 30, 1994 for the purpose of voting on amendments to the Supplemental Declaration of Waterwood Townhomes Association, Inc., such notice being in compliance with the requirements of Article XV of the Declaration and the Articles of Incorporation and the Bylaws; and

WHEREAS, the following amendment to the Supplemental Declaration of Waterwood Townhomes Association, Inc. was adopted by a vote of greater than two-thirds (2/3) of the Owners at such meeting.

SEP 2 11 31 AM '94  
RECORDED  
L. J. ...



NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Supplemental Declaration is hereby amended as follows:

1. Article V, Section 1 is amended to read as follows:

ARTICLE V

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Limited Common Properties, the Sub-Association shall have the right to provide exterior maintenance upon any vacant Lot, or upon any improved Lot in the Subject Property, or to the exterior of any townhome situate thereon; subject, however, to the following provisions: Prior to performing any maintenance on a Lot or exterior of a townhome located thereon, the Board of Directors of the Sub-Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of the Subject Property. Prior to commencement of any maintenance work on a Lot or townhome, the Sub-Association must furnish thirty (30) days' prior written notice to the Owner at the last address listed in the Sub-Association's records for the said Owner notifying the Owner that, unless certain specified repairs or maintenance are made within said thirty (30) day period, the Sub-Association shall make said necessary repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Sub-Association shall have the right to enter in or upon any such Lot, or to hire personnel to do so, to make such necessary repairs or maintenance as is specified in the above written notice. In this connection, the Sub-Association shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, as well as removal of debris which, in the opinion of the Sub-Association, detracts from the overall beauty and setting of the Subject property, and general lot cleanup. The rights herein granted are reserved to the Sub-Association and shall not extend to the Association within the subject property.

The roofs of the Townhomes shall be repaired by the Waterwood Townhomes Association, Inc. for a period not to exceed twenty (20) years from the date of the first occupancy of the four unit building. The maximum lifetime amount per unit shall not exceed \$5,000.00. A Reserve account may be established to provide funding. If a member chooses to replace rather than repair his roof, the balance available from his \$5,000.00 repair fund can be used to offset his cost of replacement. After the twenty year period the member will continue to have the \$5,000.00 fund available for his own repair or replacement until the year 2010. An accounting shall be kept and a distribution of the unused amount for a unit will be returned in the year 2010 (The date the last unit reaches the twenty year limit).

Exterior walls may be maintained by the Association if it is determined by the Board of Directors that this is necessary to prevent damage to roofs or interiors.

2. In all other respects the Supplemental Declaration, the Articles of Incorporation, and the Bylaws of Waterwood Townhomes Association, Inc. shall remain unaffected and in full force and effect, as previously amended.

The undersigned, President and Secretary of WATERWOOD TOWNHOMES ASSOCIATION, INC. hereby certify that the above amendments were adopted by a vote of greater than two-thirds (2/3) of all the Owners of lots in Waterwood Townhomes at a meeting held on June 30, 1994.

Ralph A. Eymen  
WATERWOOD TOWNHOMES ASSOCIATION,  
INC. by its President

Thomas Hetman  
Secretary

Witnesses:

Betty Scott  
BETTY SCOTT  
Nancy Savage  
NANCY SAVAGE  
STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this \_\_\_ day of 26<sup>th</sup> Aug, 1994 by Ralph A. Eymen and Thomas Hetman, President and Secretary of Waterwood Townhomes Association Inc. a Florida corporation, on behalf of the corporation. They are

[ ] is personally known to me; or  
[X] have produced FL. Drivers Lic. as identification.



OFFICIAL SEAL  
Susanne L. Brumbaugh  
My Commission Expires  
March 30, 1996  
Comm. No. CC 109779

Susanne L. Brumbaugh  
Notary Public's Signature  
Susanne L. Brumbaugh  
Notary's Name Printed

Prepared by and return to:

SANFORD A. MINKOFF  
Fla. Bar No. 220175  
MINKOFF and McDANIEL, P.A.  
226 W. Alfred Street  
Tavares, FL 32778  
(904) 343-2600

August 2, 1994  
P:\APPL\WFS1\GAM\WORK\WATER2.AMD

AMENDMENT TO WATERWOOD TOWNHOMES  
SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

This amendment of Supplemental Declaration of Covenants and Restrictions is made the 12th day of May, 1994.

W I T N E S S E T H :

WHEREAS, on the 5th day of September, 1980, covenants and restrictions were imposed upon the following-described real property situate, lying and being in Lake County, Florida, to-wit:

All that certain real property described on the Plat of WATERWOOD, according to the Plat thereof as recorded in Plat Book 25, Pages 29, 30, and 31, of the Public Records of Lake County, Florida

RECORDED  
RECORDED  
SEP 11 1980  
11 11 1980

by virtue of that certain WATERWOOD Declaration of Covenants and Restrictions dated September 5, 1980, filed for recording September 19, 1980, and recorded in Official Records Book 709, Pages 337 through 376, inclusive, of the Public Records of Lake County, Florida, and being sometimes hereinafter referred to as the "Declaration"; and

WHEREAS, on the 20th day of November, 1981, a Supplemental Declaration of Covenants and Restrictions was imposed upon the following-described real property situate, lying and being in Lake County, Florida, to-wit:

All that certain real property described on the Plat of WATERWOOD TOWNHOUSES, according to the Plat thereof as recorded in Plat Book 25, Pages 44 and 45, of the Public Records of Lake County, Florida

by virtue of that certain Supplemental Declaration of Covenants and Restrictions dated November 20, 1981, filed for recording February 19, 1982, and recorded in Official Records Book 743, pages 1829 through 1846, inclusive, of the Public Records of Lake County, Florida, and being sometimes hereinafter referred to as the "Supplemental Declaration"; and

WHEREAS, Article XV of such Declaration provides that the Declaration can be amended by a vote of two-thirds (2/3) of the Owners of Lots affected by the Declaration; and

WHEREAS, on February 7, 1994, the Board of Directors of Waterwood Townhouses Association, Inc. caused a notice to be mailed to all of the Owners of lots notifying them of a special meeting to be held on May 12, 1994 for the purpose of voting on amendments to the Supplemental Declaration and the Articles of Incorporation and the Bylaws of Waterwood Townhomes Association, Inc., such notice being in compliance with the requirements of Article XV of the Declaration and the Articles of Incorporation and the Bylaws; and

WHEREAS, the following amendments to the Supplemental Declaration, the Articles of Incorporation, and the Bylaws of Waterwood Townhomes Association, Inc. were adopted by a vote of greater than two-thirds (2/3) of the Owners at such meeting.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Supplemental Declaration is hereby amended as follows:

1. Article III, Section 2 is amended to read as follows:

ARTICLE III

STRUCTURE, POWERS AND DUTIES OF, AND  
MEMBERSHIP AND VOTING RIGHTS  
IN, THE SUB-ASSOCIATION

Section 2. Membership. Every person or entity including spouses of such person or beneficiary of such entity who is a record Owner of a fee or undivided fee interest in any lot in the Subject Property shall be a Member of both the Association and the Sub-Association, except that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.

The Association and Sub-Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to such Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association and Sub-Association appurtenant thereto to the new Owner thereof.

2. Article IV, Section 3 (a) is amended to read as follows:

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3. Annual Assessments.

(a) Annual Assessment. Commencing on the date set pursuant to Section 5 of this Article, there shall be an annual assessment of Five Hundred and Eighty-eight Dollars (\$588.00)\* per Lot to be paid to the Sub-Association, in advance, quarterly on January 1, April 1, July 1 and October 1 of each year. This annual assessment shall be prorated in the year of initial purchase of a new townhome from date of closing until the next quarterly installment due date. Said assessment shall be paid directly to the Sub-Association, or, in the event the Sub-Association is not yet activated, to the Developer. The Developer shall account to the Sub-Association for any funds expended and shall deliver to the Sub-Association the balance of any funds upon activation of the Sub-Association.

\*The \$300.00 fee was initially set in the original Declaration and has been subsequently increased by the Board of Directors as provided by said Declaration.

AND FURTHER, that the Articles of Incorporation\* and bylaws of WATERWOOD TOWNHOMES ASSOCIATION , INC. are hereby amended as follows:

ARTICLES OF INCORPORATION

Article IV, Membership, is amended to read as follows:

Every person or entity including spouses of such person or beneficiary of such entity who is a record Owner of a fee or undivided fee interest in any lot which is subject by covenants of record (Supplemental Declaration) to assessment by this Sub-Association shall be a Member of the Sub-Association for so long as said Member shall own any said Lot, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.

The membership of each Owner in and to the Sub-Association shall be appurtenant to the Lot giving rise to such Membership and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title of such Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the Membership in the Sub-Association appurtenant thereto to the new Owner thereof.

Article X, Indemnification, is amended to read as follows:

Every Director, officer, Committee Chairman and Committee member of the Sub-Association shall be indemnified and held harmless by the Sub-Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been one of the named persons, whether he is such at the time such expenses are incurred, except in such cases where he is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which any above named person may be entitled.

\* Separate Articles of Amendment to the Articles of Incorporation were adopted and forwarded to the Secretary of State for recording the Amendment to the Articles of Incorporation.

BYLAWS

Article III, Section 1, Membership, is amended to read as follows:

Section 1. Every person or entity including spouses of such person or beneficiary of such entity who is a record Owner of a fee or undivided fee interest in any lot which is subject to

assessment by the Sub-Association shall be a Member of the Sub-Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.

Article VIII, Section 5, Election of Directors, is amended to read as follows:

Section 5. All elections to the Board of Directors shall be made on written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and (c) contain a space for write-in vote by the Members for each vacancy. Such ballots shall be prepared and sent by mail or delivered by hand to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for the elections).

Article XI, Section 8, Officers, is amended to read as follows:

Section 8. The Treasurer shall keep proper books of account and cause an annual audit of the Sub-Association books to be made at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

Article XIII, Section 1, Meetings of Members, is amended to read as follows:

The regular annual meeting of membership shall be held in March of each year on a date to be determined by the Board of Directors.

3. In all other respects the Supplemental Declaration, the Articles of Incorporation, and the Bylaws of Waterwood Townhomes Association, Inc. shall remain unaffected and in full force and effect, as previously amended.

The undersigned, President and Secretary of WATERWOOD TOWNHOMES ASSOCIATION, INC. hereby certify that the above amendments were adopted by a vote of greater than two-thirds (2/3) of all the Owners of lots in Waterwood Townhomes at a meeting held on May 12, 1994.

  
WATERWOOD TOWNHOMES ASSOCIATION,  
INC. by its President

  
Secretary

Witnesses:

Benny Scott  
BENNY SCOTT  
Nancy Savage  
NANCY SAVAGE

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 26<sup>th</sup>  
day of August, 1994 by Ralph A. Eyrson and  
Thomas H. Hagan, President and Secretary of Waterwood  
Townhomes Association Inc. a Florida corporation, on behalf of the  
corporation. They are

[ ] is personally known to me; or  
[X] have produced FL Drivers Lic. as identification.



OFFICIAL SEAL  
Susanna L. Brumbaugh  
My Commission Expires  
March 30, 1996  
Comm. No. CC 109779

Susanna L. Brumbaugh  
Notary Public's Signature  
Susanna L. Brumbaugh  
Notary's Name Printed

Prepared by and return to:

SANFORD A. MINKOFF  
Fla. Bar No. 220175  
MINKOFF and McDANIEL, P.A.  
226 W. Alfred Street  
Tavares, FL 32778  
(904) 343-2600

August 25, 1994  
F:\APPL\WPS1\SAH\HOME\WATER1.AMD

EXHIBIT D

65: 743 PAGE 1846

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WATERWOOD TOWNHOMES ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on February 9, 1982, as shown by the records of this office.

The charter number for this corporation is 761809.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
15th day of February, 1982.



CER 101 Rev. 12-80

George Firestone  
Secretary of State



ARTICLES OF INCORPORATION  
OF  
WATERWOOD TOWNHOMES ASSOCIATION, INC.

FILED  
FEB 3 11 30 AM '82  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes (1979), as amended, and certify as follows:

ARTICLE I

NAME AND ADDRESS

The name of the corporation shall be WATERWOOD TOWNHOMES ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Sub-Association", and shall have the following as its office and street address, or such other place as the Board of Directors may designate from time to time:

Waterwood Drive  
Yalaha, Florida 32797

ARTICLE II

PURPOSE

2.1 The purpose for which the Sub-Association is organized is to promote the recreation, health, safety and welfare of the residents and Owners of Lots and properties lying within the recorded plat of Waterwood Townhouses, according to the plat thereof as recorded in Plat Book 25, Pages 44 and 45, of the Public Records of Lake County, Florida, and as further set forth in the covenants and restrictions hereinafter described, hereafter sometimes referred to as "The Properties".

2.2 The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its Members and the Sub-Association shall make no distributions of income to its Members, Directors or officers.

ARTICLE III

POWERS

3.1 The Sub-Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

3.2 The Sub-Association shall have all of the powers, authority and duties set forth in the Waterwood Townhomes Supplemental Declaration of Covenants and Restrictions to be recorded among the Public Records of Lake County, Florida, as amended from time to time, hereinafter sometimes referred to as the "Supplemental Declaration", and all of the powers and duties necessary to operate and maintain the Waterwood Townhome development including, but not limited to, the power to fix and levy assessments against The Properties, which assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and, in particular, for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Limited Common Properties and of the homes situated upon The Properties. Said powers, authority and duties shall include, but not be limited to:

(a) Payment of operating expenses of the Sub-Association;

(b) Doing anything or performing any service necessary or desirable in the judgment of the Sub-Association to keep the subdivision neat and attractive or to preserve or enhance the value of The Properties therein, or to eliminate fire, health or safety hazards, or which in the judgment of the Sub-Association may be of general benefit to the Owners or occupants of lands included in the townhome subdivision;

(c) Doing any act or thing required or permitted by Article III and any and all other provisions of the Supplemental Declaration.

ARTICLE IV

MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record (Supplemental Declaration) to assessment by this Sub-Association shall be a Member of the Sub-Association for so long as said Member shall own any said Lot, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.

The Membership of each Owner in and to the Sub-Association shall be appurtenant to the Lot giving rise to such Membership and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title of such Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the Membership in the Sub-Association appurtenant thereto to the new Owner thereof.

ARTICLE V

VOTING RIGHTS

The Sub-Association shall have two (2) classes of voting Membership:

Class A. Class A Members shall be all those Owners as defined in Article IV, with the exception of the Developer of Waterwood Townhomes. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for Membership by said Article IV. When more than one (1) person holds such interests in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer, Waterwood, Inc., a Florida corporation. The Class B Member shall have three (3) votes for each Lot owned by the Developer.

The Class B Membership shall cease and become converted to Class A Membership and entitled to vote as such on the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A Membership equals or exceeds the total votes outstanding in the Class B Membership; or

(b) At the expiration of ten (10) years after the date of recording of the Supplemental Declaration.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interests required for Membership under Article IV.

Anything herein to the contrary notwithstanding, for so long as the Developer is the Owner of two (2) or more of the Lots intended to be developed within The Properties, no vote, decision or action which requires an approval or a vote of two-thirds (2/3) or more of the Members of the Sub-Association voting on said matter, irrespective of class, shall be effective or implemented until Developer has approved of or consented to same in writing directed to the Board of Directors of the Sub-Association.

The vote or votes for each Lot must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Lot, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners of the same Lot. In the event more than one (1) vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

In the event that more than one (1) person shall at any time be the Owner of any Lot, all such persons shall be Members and the vote for each such Lot shall, subject to the provisions of the foregoing paragraph, be exercised as such persons among themselves shall determine. In no event shall more than one (1) Class A vote be cast with respect to any Lot. For purposes of determining the votes allowed under this Article, no tenant or lessee of a Lot shall be entitled to any voting rights in the Sub-Association.

## ARTICLE VI

### DIRECTORS

6.1 The affairs of the Sub-Association shall be managed by a Board of Directors consisting of no less than three (3) Directors, nor more than seven (7); however, the Board shall consist of an odd number. The initial Board of Directors shall consist of three (3) Directors, who shall hold office until the election of their successors as specified in the By-Laws. The Directors shall be required to be either (1) Members of the Sub-Association, or (2) agents, representatives or employees of the Developer.

6.2 The names and addresses of the Members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Frank G. Proie	Waterwood Drive Yalaha, Florida 32797
Robert Zahradnik	Waterwood Drive Yalaha, Florida 32797
Carrie Zahradnik	Waterwood Drive Yalaha, Florida 32797

Replacement Directors shall be elected at the times and in the manner set forth in the By-Laws of the Sub-Association.

ARTICLE VIIOFFICERS

The affairs of the Sub-Association shall be administered by the officers as designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Sub-Association, and they shall serve at the pleasure of the Board of Directors. The officers shall be required to be either (1) Members of the Sub-Association, or (2) agents, representatives or employees of the Developer. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Frank G. Proie	Waterwood Drive Yalaha, Florida 32797
Vice President:	Robert Zahradnik	Waterwood Drive Yalaha, Florida 32797
Secretary/Treasurer:	Carrie Zahradnik	Waterwood Drive Yalaha, Florida 32797

ARTICLE VIIIMERGERS AND CONSOLIDATIONS

Subject to the provisions of the Supplemental Declaration, and to the extent permitted by law, the Sub-Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE IXDEDICATION OF PROPERTIES OR TRANSFER  
OF FUNCTION TO PUBLIC AGENCY OR UTILITY

The Sub-Association shall have power to dispose of its real properties only as authorized under the Supplemental Declaration.

ARTICLE XINDEMNIFICATION

Every Director and every officer of the Sub-Association shall be indemnified by the Sub-Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Sub-Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty or willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Sub-Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XI

BY-LAWS

The first By-Laws of the Sub-Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws and the Supplemental Declaration.

ARTICLE XII

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

12.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

12.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by two-thirds (2/3) of the Members of the Sub-Association. Directors and Members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and not less than two-thirds (2/3) of the Members of the Sub-Association, irrespective of class.

12.3 In the alternative, an amendment may be made by an agreement signed and acknowledged by all Members of the Sub-Association in the manner required for the execution of a deed.

12.4 No amendment shall make any changes in, or be effective to impair or dilute, any rights of Members that are governed by the Supplemental Declaration as, for example, qualification for Membership and voting rights of Members, which are part of the property interests created thereby.

12.5 A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Lake County, Florida.

ARTICLE XIII

DURATION

The term of the Sub-Association shall be perpetual unless otherwise sooner terminated.

ARTICLE XIV

REGISTERED AGENT

Until resignation or replacement, the registered agent of the Sub-Association for purposes of service of process pursuant to Section 617.023, Florida Statutes, shall be Frank G. Proie, Waterwood Drive, Yalaha, Florida 32797.

ARTICLE XV

SUBSCRIBERS

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

Frank G. Proie Waterwood Drive  
 Yalaha, Florida 32797

Robert Zahradnik Waterwood Drive  
 Yalaha, Florida 32797

Carrie Zahradnik Waterwood Drive  
 Yalaha, Florida 32797

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures on the 6th day of January, 1981.

Frank G. Proie  
 Frank G. Proie

Robert Zahradnik  
 Robert Zahradnik

Carrie Zahradnik  
 Carrie Zahradnik

STATE OF FLORIDA )  
 ) SS:  
 COUNTY OF LAKE )

BEFORE ME, the undersigned authority, on this day personally appeared FRANK G. PROIE, ROBERT ZAHRADNIK and CARRIE ZAHRADNIK, who, being duly sworn, acknowledged the execution of the foregoing Articles of Incorporation of WATERWOOD TOWNHOMES ASSOCIATION, INC., for the purposes expressed in such Articles.

WITNESS my hand and official seal in the County and State named above this 6th day of January, 1981.

Notary Public  
 NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
 MY COMMISSION EXPIRES  
 BONDED THIS GENERAL INFO. ONLY

CERTIFICATE DESIGNATING REGISTERED AGENT FOR  
THE SERVICE OF PROCESS WITHIN THIS STATE

FEB 9 11 30 AM '82  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Act.

WATERWOOD TOWNHOMES ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at Waterwood Drive, Yalaha, Florida 32797, has named Frank G. Proie, located at the above-registered office, as its Registered Agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

  
\_\_\_\_\_  
Frank G. Proie,  
Registered Agent

Dated: Feb 20, 1982

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on December 12, 1994, to Articles of Incorporation for WATERWOOD TOWNHOMES ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 761809.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Nineteenth day of December, 1994



CR2EO22 (2-91)

Jim Smith  
Secretary of State



ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
WATERWOOD TOWNHOMES ASSOCIATION, INC.

FILED  
1994 DEC 12 AM 11:43  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 617.1002 AND 617.1006, Florida Statutes, this corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Amendment(s) adopted:

Article IV, Membership, is amended to read as follows:

Every person or entity including spouses of such person or beneficiary of such entity who is a record Owner of a fee or undivided fee interest in any lot which is subject by covenants of record (Supplemental Declaration) to assessment by this Sub-Association shall be a Member of the Sub-Association for so long as said Member shall own any said Lot, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.

The membership of each Owner in and to the Sub-Association shall be appurtenant to the Lot giving rise to such Membership and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title of such Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the Membership in the Sub-Association appurtenant thereto to the new Owner thereof.

Article X, Indemnification, is amended to read as follows:

Every Director, officer, Committee Chairman and Committee member of the Sub-Association shall be indemnified by the Sub-Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been one of the named persons, whether he is such at the time such expenses are incurred, except in such cases wherein he is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which any above named person may be entitled.

SECOND: The date of each amendment's adoption: May 12, 1994.

THIRD: Adoption of Amendment(s)

The amendment(s) was/were approved by the members by a vote of greater than 66 2/3 % of all members which is sufficient for approval.

Signed this 21 day of November, 1994.

  
WATERWOOD TOWNHOMES ASSOCIATION, INC. by its  
President

RALPH A. EYMAN, PRES.  
Typed or printed name

August 1, 1994  
F:\APPL\WP51\SAM\CORPS\WATERTOW.AMD

BY-LAWS  
OF  
WATERWOOD TOWNHOMES ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

Section 1. "Sub-Association" shall mean and refer to the WATERWOOD TOWNHOMES ASSOCIATION, INC., a corporation not for profit organized and existing under Chapter 617, Florida Statutes (1979), as amended.

Section 2. The "Supplemental Declaration" shall mean and refer to that certain WATERWOOD TOWNHOMES SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS dated November 20, 1981, and recorded in the Public Records of Lake County, Florida.

Section 3. "The Properties" shall mean and refer to the lands encompassed by the recorded plat of WATERWOOD TOWNHOUSES, according to the plat thereof as recorded in Plat Book 25, Pages 44 and 45, of the Public Records of Lake County, Florida.

Section 4. "Limited Common Properties" shall mean and refer to those areas of land, open spaces and green belts, and all improvements located thereon, shown on the recorded subdivision plat of The Properties, and as defined in the Supplemental Declaration.

Section 5. "Lot" shall mean and refer to any plot of land set aside for purposes of improvement as a residential homesite, intended to be subject to exclusive ownership and possession, and shown upon the recorded subdivision plat of The Properties.

Section 6. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot situated upon The Properties, including the Developer with respect to an unsold Lot, but, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to the mortgagee of any Lot unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Lot held, irrespective of whether such ownership is joint, in common or tenancy by the entirety.

Section 7. "Member" shall mean and refer to each Owner who is a member of the Sub-Association as provided in Article III, Section 1, hereof.

Section 8. "Developer" shall mean and refer to Waterwood, Inc., a Florida corporation, its successors and assigns.

ARTICLE II

LOCATION

Section 1. The principal office of the Sub-Association shall be located at Waterwood Drive, Yalaha, Florida 32797.

ARTICLE III

MEMBERSHIP

Section 1. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to assessment by the Sub-Association shall be a Member of the Sub-Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.

Section 2. The membership of each Owner in and to the Sub-Association shall be appurtenant to the Lot giving rise to such membership and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title of such Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Sub-Association appurtenant thereto to the new Owner thereof.

Section 3. The rights of membership are subject to the payment of annual and special assessments levied by the Sub-Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, the property against which such assessments are made.

Section 4. The manner of collection of annual and special assessments described in Section 3 hereof, and the effect of non-payment of same, shall be as provided for in the Supplemental Declaration.

ARTICLE IV

VOTING RIGHTS

Section 1. The Sub-Association shall have two (2) classes of voting membership:

Class A.

Class A Members shall be all those Owners as defined in Article III, Section 1, herein, with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III, Section 1. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B.

The Class B Member shall be the Developer. The Class B Member shall have three (3) votes for each Lot owned by the Developer.

The Class B membership shall cease and become converted to Class A membership and entitled to vote as such on the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership; or

(b) At the expiration of ten (10) years after the date of recording of the Supplemental Declaration.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interests required for membership under Article III.

Anything herein to the contrary notwithstanding, for so long as the Developer is the Owner of two (2) or more of the Lots intended to be developed within The Properties, no vote, decision or action which requires an approval or a vote of two-thirds (2/3) or more of the Members of the Sub-Association voting on said matter, irrespective of class, shall be effective or implemented until Developer has approved of or consented to same in writing directed to the Board of Directors of the Sub-Association.

The vote or votes for each Lot must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Lot, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners of the

same Lot. In the event more than one (1) is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

In the event that more than one (1) person shall at any time be the Owner of any Lot, all such persons shall be Members and the vote for each such Lot shall, subject to the provisions of the foregoing paragraph, be exercised as such persons among themselves shall determine. In no event shall more than one (1) Class A vote be cast with respect to any Lot. For purposes of determining the votes allowed under this Article, no tenant or lessee of a Lot shall be entitled to any voting rights in the Sub-Association.

#### ARTICLE V

##### PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF LIMITED COMMON PROPERTY

Section 1. Each Member shall be entitled to the use and enjoyment of the Limited Common Properties and facilities as provided by the Supplemental Declaration application to The Properties.

Section 2. Any Member may delegate his rights and enjoyment in the Limited Common Properties and facilities to the members of his family who reside upon The Properties, to any of his tenants who reside thereon under a leasehold interest, or to his guests, licensees or invitees for the duration of their visit; provided, however, such use shall at all times be consistent with the requirements of the Supplemental Declaration, the Sub-Association Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Sub-Association.

#### ARTICLE VI

##### SUB-ASSOCIATION PURPOSES AND POWERS

Section 1. The purpose for which the Sub-Association is organized is to promote the recreation, health, safety, and welfare of the residents within The Properties and such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation, merger or consolidation.

Section 2. The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its Members and the Sub-Association shall make no distributions of income to its Members, directors or officers.

Section 3. Mergers and Consolidations. Subject to the provisions of the Supplemental Declaration, and to the extent permitted by law, the corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that such merger or consolidation shall have the assent of two-thirds (2/3) vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 4. Dedication, Conveyance or Encumbrance of Properties. The corporation shall have power to convey, dedicate or encumber its real properties only as authorized in the Supplemental Declaration.

ARTICLE VII

BOARD OF DIRECTORS

Section 1. The affairs of the Sub-Association shall be managed by a Board of Directors consisting of no less than three (3) directors, nor more than seven (7); however, the Board shall consist of an odd number. The initial Board of Directors shall consist of three (3) directors who shall hold office until the election of their successors as specified in Article VIII herein.

Section 2. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

- |                  |  |
|------------------|--|
| Frank G. Proie   | Waterwood Drive<br>Yalaha, Florida 32797 |
| Robert Zahradnik | Waterwood Drive<br>Yalaha, Florida 32797 |
| Carrie Zahradnik | Waterwood Drive<br>Yalaha, Florida 32797 |

Subject to the provisions hereof and of the Supplemental Declaration and Sub-Association Articles of Incorporation, vacancies in the Board of Directors shall be filled by appointment by the remaining directors, any such appointed director to hold office until his successor is elected by the Members, who may make such election at the next annual meeting of the Members or at any special meeting duly called for that purpose.

ARTICLE VIII

ELECTION OF DIRECTORS;  
NOMINATING COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At any election, the Members or their proxies may cast, in respect of each vacancy for which those Members are entitled to vote, as many votes as they are entitled to exercise under the provisions of the Declaration and these By-Laws. The persons receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee, which shall be one of the Standing Committees of the Sub-Association.

Section 3. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more other persons who shall be either (1) Members of the Sub-Association, or (2) agents, representatives, or employees of the Developer. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

Section 4. The Nominating Committee shall make as many nominations for the election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers of the Committee as the Committee in its discretion shall determine. Nominations shall be placed on a written ballot as provided in Section 5 and shall be made available in advance of the time fixed in Section 5 for the mailing of such ballots to Members.

Section 5. All elections to the Board of Directors shall be made on written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and (c) contain a space for write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for the elections).

Section 6. Each Member shall receive as many ballots as he has votes. Notwithstanding the fact that a Member may be entitled to several votes, he shall exercise on any one (1) ballot only one (1) vote for each vacancy shown thereon. The completed



ballot shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one (1) ballot, and the Members shall be advised that because of the verification procedures of Section 7, the inclusion of more than one (1) ballot in any one (1) "Ballot" shall disqualify the return. Such "Ballot" envelope, or envelopes (if a Member or his proxy is exercising more than one (1) vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary at the following address:

Post Office Box 337  
Yalaha, Florida 32797

or at such other address as shall be designated by the Secretary.

Section 7. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the annual or other special meeting on which the elections are to be held. On that day the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Election Committee which shall consist of five (5) Members appointed by the Board of Directors. The Election Committee shall then adopt a procedure which shall: (a) establish that the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the Member or his proxy identified on the outside envelope containing them; and (b) verify that the signature of the Member or his proxy on the outside envelope is genuine; and (c) if the vote is by proxy that a proxy has been filed with the Secretary as provided in Article XIV, Section 2, and that such proxy is valid. Such procedure shall be designed and carried out in such manner that the vote of any Member or his proxy shall not be disclosed to anyone, even the Election Committee.

The outside envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one (1) "Ballot", all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the Members present, the ballots and the outside envelopes shall be destroyed.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. A Board of Directors shall have power:

(a) To call special meetings of the Members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article XIII, Section 2, herein.

(b) To appoint and remove at pleasure all officers, agents and employees of the Sub-Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, officer or director of the Sub-Association in any capacity whatsoever.

(c) To establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 3, herein and in Article IV of the Supplemental Declaration.

(d) To adopt and publish Rules and Regulations governing the use of the Limited Common Properties and facilities and the personal conduct of the Members and their guests or tenants thereon.

(e) To exercise for the Sub-Association all powers, duties and authority vested in or delegated to this Sub-Association by the Supplemental Declaration, the Articles of Incorporation and these By-Laws; subject, however, to the limitations therein and herein contained.

(f) In the event that any member of the Board of Directors of this Sub-Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may, by action taken at the meeting during which said third (3rd) absence occurs, declare the office of said absent director to be vacant.

Section 2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such is requested in writing by one-fourth (1/4) of the voting membership, as provided in Article XIII, Section 2.

(b) To supervise all officers, agents and employees of this Sub-Association, and to see that their duties are properly performed.

(c) As more fully provided in Article IV of the Supplemental Declaration:

(1) To fix the amount of the assessment against each Lot for each assessment period;

(2) To prepare a roster of the lands within The Properties and assessments applicable thereto which shall be kept in the office of the Sub-Association and shall be open to inspection by any Member; and

(3) To send written notice of each assessment to every Owner subject thereto.

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a recordable certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

#### ARTICLE X

##### DIRECTORS' MEETING

Section 1. A regular meeting of the Board of Directors shall be held on the 10th day of each month at 12:00 o'clock noon, provided that the Board of Directors may, by resolution, change the day and hour of holding such regular meeting.

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the Sub-Association or by any two (2) directors after not less than three (3) days' notice to each director.

Section 4. A transaction of any business at any meeting of the Board of Directors, however called and noticed, or whenever held, shall be valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to a holding of

such meeting, or approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

## ARTICLE XI

### OFFICERS

Section 1. The officers shall be a President, a Vice President, a Secretary, and a Treasurer. The President and Vice President shall be members of the Board of Directors.

Section 2. The officers shall be chosen by the majority of the Board of Directors.

Section 3. All officers shall hold office during the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

Section 5. The Vice President shall perform all duties of the President in his absence.

Section 6. The Secretary shall be the ex-officio Secretary to the Board of Directors, and shall record the votes and keep minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Sub-Association. He shall record in a book kept for that purpose the names of all Members of the Sub-Association together with their addresses as registered by such Members.

Section 7. The Treasurer shall receive and deposit in an appropriate bank account all monies of the Sub-Association and shall disburse all funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Sub-Association; provided that such checks and notes shall also be signed by the President or the Vice President.

Section 8. The Treasurer shall keep proper books of account and cause an annual audit of the Sub-Association books to be made by a certified public accountant at the completion of each fiscal

year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE XII

COMMITTEES

Section 1. The Standing Committees of the Sub-Association shall be: the Nominations Committee, the Recreation Committee, the Maintenance Committee, the Publicity Committee, and the Audit Committee.

Unless otherwise provided herein, each Committee shall consist of a Chairman and two (2) or more Members and shall include a member of the Board of Directors for Board contact. Committees shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

Section 2. The Nominations Committee shall have the duties and functions described in Article VIII hereof.

Section 3. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Sub-Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Limited Common Properties and facilities of the Sub-Association, and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Publicity Committee shall inform the Members of all activities and functions of the Sub-Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Sub-Association.

Section 6. The Audit Committee shall supervise the annual audit of the Sub-Association's books and approve the annual budget and balance sheet statements to be presented to the membership at its regular annual meeting as provided in Article XI, Section 8. The Treasurer shall be an ex-officio member of the Committee.

Section 7. With the exception of the Nominations Committee, each Committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 8. It shall be the duty of each Committee to receive complaints from Members about any matter involving Sub-Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other Committee, director or officer of the Sub-Association as is further concerned with the matter presented. All such actions or decisions shall be subject to review by the Board of Directors.

### ARTICLE XIII

#### MEETINGS OF MEMBERS

Section 1. The regular annual meeting of membership shall be held on the second Saturday of the month of June in each year, at the hour of 12:00 o'clock noon. If the day for the annual meeting of the Members shall fall upon a holiday, the meeting will be held on the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-fourth (1/4) of all the votes of the entire membership or who have a right to vote one-fourth (1/4) of the votes of the Class A membership.

Section 3. Notice of any meetings shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mails, postage thereon fully prepaid, to his address appearing on the books of the corporation. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve an election governed by Article VIII herein or any action governed by the Articles of Incorporation or by the Declaration applicable to The Properties, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for

any action governed by these By-Laws. Any action governed by these By-Laws, the Articles of Incorporation or by the Supplemental Declaration shall require a quorum as therein provided.

ARTICLE XIV

PROXIES

Section 1. At all corporate meetings of Members, each Member shall vote either in person or by proxy in order for such vote to be effective.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond the meeting for which it was given and any adjournments thereof. Every proxy shall automatically cease upon sale by the Member of his home, Lot, or other interest in The Properties.

ARTICLE XV

BOOKS AND PAPERS

Section 1. The books, records and papers of the Sub-Association shall at all times, during reasonable business hours, be subject to inspection by any Member.

ARTICLE XVI

CORPORATE SEAL

Section 1. The Sub-Association shall have a seal in circular form having within its circumference the words: Waterwood Townhomes Association, Inc.

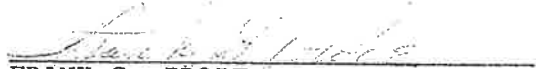
ARTICLE XVII

AMENDMENT

Section 1. These By-Laws may be amended, at any regular or special meeting of the Members, by a vote of two-thirds (2/3) of the Members present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of this Sub-Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Supplemental Declaration may not be amended except as provided in the Supplemental Declaration.

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

IN WITNESS WHEREOF, the undersigned, being all of the directors of WATERWOOD TOWNHOMES ASSOCIATION, INC., have hereunto set their hands this 9th day of February, 1982.

  
FRANK G. PROIE

  
ROBERT ZAHRADNIK

  
CARRIE ZAHRADNIK



EXHIBIT F

**Lot Owners Subject to:  
Revived Declaration of Covenants, Conditions,  
and Restrictions of Waterwood Townhomes**

Legal Description	Lot Owner(s) as of 08/14/18
Lot 1, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Pauline R. Johnson, as Surviving Trustee of the Sachetti-Johnson Revocable Trust of 2016, dated March 10, 2016
Lot 2, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Noble David Wonsetler and Joanne Carr Wonsetler, husband and wife
Lot 3, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	James L. Kermes and Patricia P. Kermes, husband and wife
Lot 4, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Robert G. Gailey and Katherine L. Gailey, husband and wife
Lot 5, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Robert F. Blondin (50%) and Dorothy C. Quintavalle (50%)
Lot 6, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Richard Ritterpusch and Susan C. Ritterpusch, for life, with the remainder to Christine R. Tomasek (2/3), Karl Ritterpusch (1/6), and Kurt Ritterpusch (1/6)
Lot 7, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Donald L. Brennan
Lot 8, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Ryan Painter f/k/a Ryan M. Mendell, as Successor Trustee of The A.C. Hand Trust, UID the 22nd day of December, 1986 as amended March 22, 1993
Lot 9, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Jo Leen Cooper Howe
Lot 10, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Sam A. LaPoma and Earl A. Weydahl, Jr., as joint tenants with rights of survivorship
Lot 11, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Franz Oberleitner

<b>Legal Description</b>	<b>Lot Owner(s) as of 08/14/18</b>
Lot 12, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Robert Vultaggio
Lot 13, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Barbara S. Norman, as Trustee of The Barbara S. Norman Family Trust dated December 31, 1997
Lot 14, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	James C. Crum and Mary M. Crum, husband and wife
Lot 15, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Timothy J. O'Sullivan and JoAnn O'Sullivan, husband and wife
Lot 16, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Riley Thomas Case and Patricia S. Case, husband and wife
Lot 17, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Gary B. Clarke and Judy A. Clarke, husband and wife
Lot 18, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Yvonne Carol Nolan
Lot 19, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Michael F. McCullen and Janice McCullen, husband and wife
Lot 20, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Doris K. Lininger, Trustee of The Doris K. Liniger Trust dated January 14, 1982
Lot 21, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Warren W. Atkins and Kathryn H. Atkins, husband and wife
Lot 22, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Frances J. Gallienne
Lot 23, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	James H. Lawless and Jerri S. Lawless, husband and wife

<b>Legal Description</b>	<b>Lot Owner(s) as of 08/14/18</b>
Lot 24, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	William A. Park and Norita K. Park, husband and wife
Lot 25, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Jeffrey M. Schell
Lot 26, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Charles H. Wonsetler and Gail R. Wonsetler, husband and wife
Lot 27, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	James P. Stefanucci and Deborah J. Stefanucci, husband and wife
Lot 28, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Sue Ann Eastman, Trustee of The Sue Ann Eastman Family Trust dated May 2, 2017
Lot 29, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Reginald W. Nelson and Corrie L. Nelson, husband and wife
Lot 30, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	David Harrison, Jr.
Lot 31, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Ademir R. Carneiro and Laurie B. Jacobs-Carneiro, husband and wife
Lot 32, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Lois Benaglio
Lot 33, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	John E. Johnson and Rosa P. Johnson, husband and wife
Lot 34, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Jerry D. Scott and Maxine Scott, husband and wife
Lot 35, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Gerald R. Resnick and Dolores V. Resnick, husband and wife

<b>Legal Description</b>	<b>Lot Owner(s) as of 08/14/18</b>
Lot 36, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	George E. Wharff and Muriel R. Wharff, husband and wife
Lot 37, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Arthur West and Karen A. West, husband and wife
Lot 38, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Barbara B. Basham, Trustee of The Barbara B. Basham Living Trust dated March 27, 2015
Lot 39, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Elva Sue Hollingsworth, Trustee of The Elva Sue Hollingsworth Trust Agreement dated September 7, 1999
Lot 40, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Theodore H. Geltz, Jr. and Sara H. Geltz, husband and wife
Lot 41, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Ryestone, LLC
Lot 42, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Curtis E. Elbinger, Trustee of The Curtis E. Elbinger Revocable Trust Agreement dated August 19, 2004
Lot 43, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	David B. Hatmaker
Lot 44, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Thomas J. DeLaurentiis and Julia T. DeLaurentiis, husband and wife
Lot 45, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Sheryl L. Nord
Lot 46, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	James Doetsch and Beth A. Southard
Lot 47, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Nancy Ann Schanck, Trustee of The Nancy Ann Schanck Trust dated May 16, 2017

<b>Legal Description</b>	<b>Lot Owner(s) as of 08/14/18</b>
Lot 48, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Enviro-Pro Scapes, LLC
Lot 49, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Carl F. Lamb and Nancy J. Lamb, Co-Trustees of The Lamb Family Revocable Trust dated October 28, 1986
Lot 50, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Stanley M. Sidor and Michele C. Sidor, for life, with the remainder to The Stanley M. and Michele C. Sidor Revocable Living Trust dated November 16, 2017
Lot 51, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Michele A. Meffert, Trustee of The Michele A. Meffert Living Trust Agreement dated February 22, 1989
Lot 52, Waterwood Townhouses, according to the map or plat thereof as recorded in Plat Book 25, Page 44, Public Records of Lake County, Florida.	Pauline A. Tamanini and Barbara A. Shipp, joint tenants with rights of survivorship