Grant Maloy, Clerk Of The Circuit Court & Comptroller Seminole County, FL
Inst #2020122311 Book:9744 Page:1178-1244; (67 PAGES) RCD: 10/27/2020 01:03:59 PM
REC FEE $571.00

CERTIFIED COPY GRANT MALOY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
SEMINOLE COUNTY, FLORIDA
BY _____ DEPUTY CLERK
Date _____
OCT 27 2020

This instrument prepared by and
should be returned to:

Elizabeth A. Lanham-Patrie, Esquire
Becker & Poliakoff, P.A.
111 North Orange Ave.
Suite 1400
Orlando, FL 32801
(407) 875-0955

CERTIFICATE OF RECORDING

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SERANZA PARK HOMEOWNER'S ASSOCIATION OF SEMINOLE COUNTY, INC.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Seranza Park Homeowner's Association of Seminole County, Inc., was originally recorded at Official Records Book 8831, Page 1453 of the Public Records of Seminole County, Florida ("Original Declaration"); and

WHEREAS, pursuant to Article XI of the Original Declaration, the affirmative vote required for adoption of an amendment to the Original Declaration shall be two-thirds (2/3) of the votes of the Members (without regard to class) cast in person or by proxy at a meeting duly called; and

WHEREAS, a Meeting of the Members was held on October 21, 2020, and notice of this Members' Meeting was given at least thirty (30) days but not more than ninety (90) days before the Members" Meeting as required in Article XI of the Original Declaration.

NOW THEREFORE, the Board of Directors hereby certifies that the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seranza Park Homeowner's Association of Seminole County, Inc., ("Amended and Restated Declaration") attached hereto as **Exhibit "A"** was properly approved by the Members at a Members' Meeting held on **October 21, 2020**. The Amended and Restated Declaration shall specifically and completely supersede and replace the Original Declaration.

Executed at Winter Park (city), Seminole County, Florida, on this the 24th day of October, 2020.

(Signatures on Next Page)

Signed and deliver
in the presence of:

Printed Name: Chris Lilly

Printed Name: RONALD EGE

Printed Name:

Printed Name:

Seranza Park Homeowner's Association of Seminole County, Inc.

By:
Printed Name: Scott Lubaroff
Title: President

Address: 1319 Fountain Hills Ct
Winter Park, FL 32792

ATTEST:

By:
Printed Name: Sarah Patti
Title: Secretary
Address: 1311 Fountain Hills Ct
Winter Park, FL 32792

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SEMINOLE

THE FOREGOING INSTRUMENT was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 24 day of Oct, 2020, by **Scott Lubaroff, as President of Seranza Park Homeowner's Association of Seminole County, Inc.**, who [ ] is personally known to me or [ ] who has produced LICENSE (type of identification) as identification. He acknowledges executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

(NOTARY SEAL)

Notary Public State of Florida
Ronald E Ege
My Commission GG 191034
Expires 02/28/2022

NOTARY PUBLIC - STATE OF FLORIDA
Commission No.:
Print Name: RONALD EGE
Commission Expires: 2/28/2022

EXHIBIT "A"

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SERANZA PARK HOMEOWNER'S ASSOCIATION OF SEMINOLE COUNTY, INC.

THIS IS A SUBSTANTIAL REWORDING OF DECLARATION – SEE CURRENT DECLARATION FOR PRESENT TEXT

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SERANZA PARK HOMEOWNER'S ASSOCIATION OF SEMINOLE COUNTY, INC.

Table of Contents

ARTICLE I	DEFINITIONS		2
	Section 1.	Definitions	2
	Section 2.	Interpretation	4
ARTICLE II	PROPERTY SUBJECT TO THIS DECLARATION		4
	Section 1.	Property	4
ARTICLE III	THE ASSOCIATION		4
	Section 1.	The Association	4
	Section 2.	Membership	4
	Section 3.	Voting Rights	4
	Section 4.	Multiple Owners	5
	Section 5.	Duties of Association	5
ARTICLE IV	COMMON PROPERTY		5
	Section 1.	Common Property	5
ARTICLE V	INSURANCE		5
ARTICLE VI	COVENANT FOR MAINTENANCE ASSESSMENTS		5
	Section 1.	Lien and Personal Obligation Nonpayment	6
	Section 2.	Purpose	7
	Section 3.	Determination of Annual Assessments	8
	Section 4.	Special Assessments	8
	Section 5.	Commencement Dates; Initial Annual Assessment; Due Dates	9
	Section 6.	Certificate	9
ARTICLE VII	ARCHITECTURAL CONTROL		9
	Section 1.	Architectural Control: ARB	9
	Section 2.	Approvals	10
	Section 3.	Violations	10
	Section 4.	Variances	10
	Section 5.	Waiver of Liability	11
	Section 6.	Enforcement	11
	Section 7.	No Waiver of Future Approvals	11
	Section 8.	ARB Review Rules	12

ARTICLE VIII	EXTERIOR MAINTENANCE		12
	Section 1.	Owner's Responsibility	12
	Section 2.	Assessment of Cost	13
	Section 3.	Access	13
	Section 4.	Association Responsibility	13
	Section 5.	Easement for Access Drainage	13
ARTICLE IX	RESTRICTIVE COVENANTS		14
	Section 1.	Wells	14
	Section 2.	Obnoxious or Offensive Activity	14
	Section 3.	Rules and Regulations	14
	Section 4.	Garbage and Trash	14
	Section 5.	Storage Receptacles	15
	Section 6.	Vehicles	15
	Section 7.	Visibility of Intersection	15
	Section 8.	Temporary Structures	15
	Section 9.	Signs	16
	Section 10.	Air Conditioning Equipment	16
	Section 11.	Drainage Structures	16
	Section 12.	Exterior Electronic or Electric Devices	16
	Section 13.	Subdivision	16
	Section 14.	Completion	16
	Section 15.	Excavation	16
	Section 16.	Fences and Walls	17
	Section 17.	Yard Accessories and Play Structures	17
	Section 18.	Use: Rentals	17
	Section 19.	Pools	17
	Section 20.	Dwellings	17
	Section 21.	Tree Removal and Landscaping	18
	Section 22.	Collection	18
	Section 23.	Ramps	18
	Section 24.	Mailboxes	18
	Section 25.	Security Bars	19
	Section 26.	Animals	19
	Section 27.	Variances	19
ARTICLE X	ADDITIONAL COVENANTS AND RESTRICTIONS		19
ARTICLE XI	AMENDMENT		19
ARTICLE XII	DURATION AND TERMINATION		20
ARTICLE XIII	ENFORCEMENT		20
	Section 1.	Compliance by Owners	20
	Section 2.	Enforcement	20
	Section 3.	Fines	21

ARTICLE XIV	DAMAGE OR DESTRUCTION TO COMMON PROPERTY		21
	Section 1.	Sufficient Insurance Proceeds	21
	Section 2.	Insufficient Insurance Proceeds	22
	Section 3.	Negligence or Willful Misconduct	22
ARTICLE XV	MORTGAGEE PROTECTION		22
	Section 1.	Records and Notices	22
	Section 2.	Adverse Events	22
	Section 3.	Taxes and Other Charges	23
	Section 4.	Insurance Premiums	23
ARTICLE XVI	GENERAL PROVISIONS		23
	Section 1.	Notice	23
	Section 2.	Enforcement	23
	Section 3.	Interpretation	23
	Section 4.	Severability	23
	Section 5.	Effective Date	23
	Section 6.	Conflict	24
	Section 7.	Cooperation	24
	Section 8.	Easements	24
	Section 9.	No Public Right or Dedication	24
	Section 10.	Constructive Notice and Acceptance	24
	Section 11.	Execution of Documents Required by the County And/or City	24
ARTICLE XVII	DISCLAIMERS		25
	Section 1.	General	25

EXHIBIT "A"	PROPERTY
EXHIBIT "B"	ARTICLES OF INCORPORATION
EXHIBIT "C"	CONSERVATION EASEMENT
EXHIBIT "D"	BYLAWS
EXHIBIT "E"	ARCHITECTURAL GUIDELINES & STANDARDS
EXHIBIT "F"	ARCHITECTURAL REVIEW REQUEST RULES & PROCEDURES
EXHIBIT "G"	ARCHITECTURAL REVIEW REQUEST APPLICATION

Book 9744 Page 1184
Instrument# 2020122311

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SERANZA PARK HOMEOWNER'S ASSOCIATION OF SEMINOLE COUNTY, INC.

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SERANZA PARK HOMEOWNER'S ASSOCIATION OF SEMINOLE COUNTY, INC, A FLORIDA CHAPTER 720 ASSOCIATION. is made this __ day of ___, **2020**, by the Members of the Association pursuant to Article XI of the Declaration recorded at Official Records Book 8831, Page 1453 of the Public Records of Seminole County, Florida ("Original Declaration").

RECITALS:

A. Declarant owned the real common property described in the plat for SERANZA PARK HOMEOWNER'S ASSOCIATION OF SEMINOLE COUNTY, INC., as recorded in PLAT BOOK 81, PAGES 25-26 of the Public Records of Seminole County, Florida and which is also more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), which is subject to this Declaration.

B. Declarant desired to preserve and enhance the values and quality of life in the Property and the health, safety and welfare of the residents of the SERANZA PARK SUBDIVISION, WINTER PARK, FLORIDA and the residents thereof, and to provide for the maintenance of certain areas and improvements to the benefit of the Property.

C. Declarant incorporated a not-for-profit corporation, Seranza Park Homeowner's Association of Seminole County, Inc., which will be conveyed title to certain property, and to which was delegated the powers of and responsibility for maintaining and administering certain property and improvements, administering and enforcing this Declaration, and collecting and disbursing the monies derived from the membership assessments/dues as set forth herein.

DECLARATIONS:

NOW, THEREFORE, The Members hereby adopt certain amendments to the Original Declaration and hereby restate the Declaration in its entirety. This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seranza Park Homeowners' Association of Seminole County, Inc., (the "Declaration") completely supersedes and replaces the Original Declaration.

ARTICLE I

DEFINITIONS

Section 1. Definitions. When used in this Declaration, the following Words shall have the following meanings:

(a) "Area(s)" of Common Responsibility" shall mean and refer to any land or improvement located in or near the Property which is intended to be owned by the Association and which is intended to be improved, maintained or operated by the Association in the manner and to the extent determined from time to time by the Association – including but not limited to the Common Property identified below. Areas of Common Responsibility may be designated by this Declaration, any amendment to this Declaration, a contract entered into by the Association, or by a decision of the Board.

(b) "Articles" shall mean and refer to the Articles of Incorporation of the Association. A copy of the initial Articles is attached as Exhibit "B" to this Declaration. The Articles may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Articles.

(c) "Association" shall mean and refer to the SERANZA PARK HOMEOWNER'S ASSOCIATION OF SEMINOLE COUNTY, INC., a Florida corporation not for profit, and its successors and assignees.

(d) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(e) "Bylaws" shall mean and refer to the Bylaws of the Association. A copy of the Bylaws is attached as Exhibit "D" to this Declaration. The Bylaws may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Bylaws.

(f) "Common Expense" shall mean and refer to the actual and estimated expense of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its prerogatives, including without limitation costs incurred for operation, maintenance, insurance and improvement of the Common Property and Areas of Common Responsibility, and for any reserves from time to time established by the Board.

(g) "Common Property" shall mean and refer to the real and personal property from time to time owned by the Association and devoted to the use and enjoyment of all Members of the Association, all at Common Expense, specifically, those areas labeled "Tract A," "Tract B," "Tract C," "Tract D," and "Tract E" and described in the attached EXHIBIT "A." Without limiting the generality of the foregoing, the entrance wall, and the related wall, landscaping and utility easement, located on the Property

shall be Common Property.

(h) "County" shall mean and refer to Seminole County, Florida. "City" shall mean and refer to the City of Winter Park, Florida.

(i) "Declarant" shall mean and refer to Morris Realty of Orlando, LLC, a Florida Limited Liability Company, its successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

(j) "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for SERANZA PARK HOMEOWNER'S ASSOCIATION OF SEMINOLE COUNTY, INC., as may be further amended or supplemented.

(k) "District" shall mean and refer to the St. Johns River Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

(l) "Dwelling" shall mean and refer to a single-family residence located on a lot.

(m) "Lot" shall mean and refer to each residential building site created by any recorded plat of the Property, including any Dwelling located thereon once constructed.

(n) "Member" shall mean and refer to each Member of the Association as provided in Article III, Section 2.

(o) "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Lot in the Property, but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to a Lot pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. All owners of a single Lot shall be treated for all purposes as a single Owner, irrespective of whether such ownership is joint, in common, or tenancy by the entirety.

(p) "Permit" shall mean St. Johns River Water Management Permit issued by the District.

(q) "Property" shall mean and refer to the real property described in the plat for SERANZA PARK HOMEOWNER'S ASSOCIATION OF SEMINOLE COUNTY, INC. as recorded in the Public Records of Seminole County, Florida, which is also more particularly described on Exhibit "A" to this Declaration.

(r) "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are

necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges.

Section 2. Interpretation.

The provisions of this Declaration and the Articles, Bylaws and any rules and regulations of the Association shall be in accordance with Florida Statute 720, as amended from time to time, and liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Property, the preservation of the value of the Lots and the protection of the Declarant's rights, benefits and privileges herein contemplated.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property The Property is and shall be improved, held, transferred and occupied subject to this Declaration.

ARTICLE III

THE ASSOCIATION

Section 1. The Association. The Association is a not-for-profit corporation. The Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles, or the Bylaws, 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 duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and Areas of Common Responsibility. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be members of the Association. The Board, and such officers as the Board may appoint, shall conduct the affairs of the Association.

Section 2. Membership. Each Owner shall be a Member of the Association. The Association membership of each Owner shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Lot.

Section 3. Voting Rights. The Association shall have one (1) class of voting membership, whereby all Owners shall be Members and each Member shall have one (1)

vote for each Lot owned by that Member. Owners of each single Lot shall be entitled to one (1) vote, regardless of the number of Owners residing there within.

Section 4. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, no vote for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner is acting with the authority and consent of all other Owners of that Lot.

Section 5. Duties of Association. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance of other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or, if modified, as approved by The St. Johns River Water Management District.

ARTICLE IV

COMMON PROPERTY

Section 1. Common Property. All property which is not a part of a specifically identified and numbered lot of the recorded plat for the Property is hereby dedicated to the Association and the Association shall be responsible for the maintenance of same.

ARTICLE V

INSURANCE

The Board may obtain fidelity bond coverage at its discretion. In addition, the Board may obtain insurance for insurable improvements on the Common Property, any Area of Common Responsibility, or on any easement benefiting the Owners or the Association, public liability policies covering the Association and Members for damage or injury caused by the negligence of the Association or any of its Members, guests or agents, directors' and officers' liability insurance, and any other types of insurance coverage as the Board may deem appropriate, with such insured's, deductibles provisions and coverage types and amounts as shall be determined by the Board. Premiums for insurance so obtained shall be a Common Expense. The Association may self-insure against any risk.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Lien and Personal Obligation Nonpayment.

(a) Each Owner, by acceptance of title to any Lot, whether or not it shall be so expressed in any deed or other conveyance, covenants, agrees to pay to the Association: (1) annual assessments or charges (dues), (2) special assessments, and (3) individual assessments. Said assessments shall be fixed, established and assessed as herein provided. Assessments, together with such interest and late charges as shall be imposed by the Board in accordance with Article XIII, Section 3 of this Declaration, and the cost of collection thereof, including without limitation court costs and reasonable attorneys' and paralegals' fees before trial, at trial and on appeal, shall be a charge and a continuing lien upon the Lot against which such assessment is made, and upon any Dwelling located on said Lot, from and after the date on which such assessment is due. Each assessment, together with said interest, late charges, costs and fees, shall also be the personal obligation of each person who was an Owner of the Lot at the time the assessment fell due. Additionally, an Owner is jointly and severally liable with the previous Owner, regardless of the manner in which title to the Lot is transferred, for all assessments, interest, late charges, cost of collection, attorney's fees and paralegals' fees that came due prior to the transfer of title.

If any assessment or installment thereon is not paid when due, then such assessment shall be delinquent and the delinquent assessment, together with interest, late charges, and collection costs, shall be secured by a continuing lien on the Lot as to which the assessment accrued, and upon any Dwelling located thereon. Such lien shall be effective from and shall relate back to the date on which this declaration is recorded. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the county in which the Lot is located. The lien shall be prior to and superior in dignity to homestead status. The lien shall bind the Lot and any Dwelling located thereon in the hands of the then Owner and each subsequent Owner. The personal obligation of the Owner to pay such delinquent assessment shall remain that Owner's personal obligation for the statutory limitations period.

If the delinquent assessment or installment thereon is not paid within thirty (30) days after due date, same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Lot and any Dwelling located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment the aforesaid interest, late charges, collection costs and attorneys' and paralegals' fees, and fees and collection costs shall be recoverable whether or not suit be brought. The Owner shall also be required to pay the Association any assessments against the Lot, which become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale and to own, sell, lease, encumber, use and otherwise deal

with the Lot and any Dwelling thereon as owner thereof.

(b) Exempt Property. The following property shall be exempt from the assessments, charges, and liens created herein: (1) lands dedicated to the County or other governmental authority, and any utility company or the public; and (2) the Common Property. No other land or improvements in the Property shall be exempt from these assessments, charges or liens. No Owner may avoid assessment obligations by virtue of non-use or abandonment of the Common Property.

Section 2. Purpose. The assessments levied by the Association may be used to promote the recreation, health, safety, and welfare of the Owners, to perform the Association's duties and to exercise the powers conferred on it, to improve, operate, insure, and maintain the Common Property and the Areas of Common Responsibility, and to pursue any other purpose deemed desirable or appropriate by the Board, including without limitation any one or more of the following: (a) payment of Association operating expenses; (b) lighting, irrigation, maintenance, improvement, and beautification of streets and easement areas, and acquisition, maintenance, repair, and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property; (c) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Property; (d) operation, management, insurance, replacement, maintenance, repair, beautification and improvement of the Common Property, Areas of Common Responsibility, and easement areas benefiting the Association; (e) repayment of any deficits previously incurred by the Association; (f) funding reserves for future Common Expenses; (g) procurement and maintenance of insurance, (h) employment of accountant attorneys and other professionals to represent or advise the Association; (i) doing anything necessary or desirable in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners.

Swale Maintenance: A Drainage Swale was, in original development of each Lot, constructed for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Lot Owner shall be responsible for the maintenance, operation, and repair of the swales on the Lots. Maintenance, operation, and repair shall mean exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, must be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale(s) is/are located.

Section 3. Determination of Annual Assessments.

(a) Operating Budget. At least thirty (30) days prior to the end of the Association's fiscal year, the Board shall prepare a budget of the estimated costs of operating the Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, professional fees, repairs, reserves, overhead and indirect costs, insurance, utilities, taxes, professional fees, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and capital improvement budget items approved by the Board under Subsection (b), below.

(b) Capital Budget. Each year, the Board shall approve a capital budget taking into account the number, type, useful life and expected replacement cost of replaceable assets. The Board shall then set the required annual capital contribution in an amount sufficient to meet the projected capital needs of the Association on a timely basis. The annual capital contribution fixed by the Board shall then be included in the annual operating budget and annual assessments described in Subsection (a), above.

(c) Adoption of Operating Budget. The Association shall distribute by mail, personal delivery, or electronic transmission to each Member a copy of the capital budget, operating budget and projected annual assessments approved by the Board to be levied for the next fiscal year at least thirty (30) days prior to the end of the Association's current fiscal year. The operating budget and annual assessments shall become effective unless disapproved at a special meeting of the Members held not later than sixty (60) days after the proposed budget and assessments are distributed to the Members. To be effective, the disapproval must be by a vote of two-thirds (2/3) of the membership of the Association. If the membership so disapproves the operating budget for the succeeding year, or if the Board fails to propose a budget, then the budget and annual assessments for the preceding year shall continue in effect until a new budget is determined.

(d) Allocation of Annual Assessments Among Lots. The operating budget of the Association shall be assessed as annual Association dues against all Owners and Lots in the Property in an equal amount per lot.

Section 4. Special Assessments

(a) Special Assessments. In addition to annual assessments (dues), the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, repair, or replacement of any improvement on the Common Property or Areas of Common Responsibility, or on any easement benefiting the Association, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed desirable or appropriate by the Board; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members of the Association who are in attendance and voting

in person or by proxy at a meeting duly called for said purpose.

(b) Individual Assessment. The Board may levy an individual assessment against any Owner and that Owner's Lot and any Dwelling located thereon in order to cover costs incurred by the Association due to that Owner's failure to maintain its Lot or Dwelling pursuant to the standards set forth in this Declaration, or to reimburse the Association for loss or damage to the Association or to any Common Property, Area of Common Responsibility or easement area caused by that Owner or his lessee, agent, contractor, or guest, and not covered by insurance, or for any other purpose expressly permitted by this Declaration.

Section 5. Commencement Dates; Initial Annual Assessment; Due Dates. The annual assessment (dues) shall be One Thousand Dollars ($1,000.00) per lot, for the calendar year 2020. At the closing of the sale of any individual Lot and the Dwelling located thereon, the purchaser shall pay to the Association the entire annual assessment for the calendar year of closing, prorated on a per diem basis from the date of closing through the end of that calendar year. Thereafter, annual assessments shall be due on or prior to March 31 of each calendar year unless the Association, through majority vote of Members, elects to collect annual assessments in monthly, quarterly, or semi-annual installments, rather than annually.

Section 6. Certificate. Upon request, the Association shall furnish to any Owner a certificate setting forth whether required assessments have been paid. Such certificate shall be conclusive evidence in favor of third parties relying thereon of the payment of any assessment therein stated to have been paid.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Control; ARB. In addition to its other stated duties and responsibilities, the Board shall also serve as the standing ARB for architectural review requests subject to review by Members if initially approved by the Board, and in some cases requiring a vote of the Members, as set forth in the attached EXHIBIT "F": "Architectural Review Request Rules & Procedures." All lots and Dwellings in the Property are subject to architectural review in accordance with this Article and the Planning, Construction, and Development Criteria ("the Planning Criteria") (EXHIBIT "E": "Architectural Guidelines and Standards"), adopted and revised from time to time by the Association. The Planning Criteria shall be written and made available to all contractors in the Property and to all Owners or prospective Owners. The Planning Criteria may include any matters considered appropriate by the Board not inconsistent with this Declaration.

No site work, landscaping, utility extension, drainage improvement, paving, driveway, swimming pool, pool enclosure, building, fence, wall, sidewalk, or any other physical or structural improvement, or change or alteration to the exterior of any existing structure or improvement, or to any existing landscaping, shall be commenced, erected or

maintained until the plans showing such details as the size, design, shape, finished grade elevation, height, materials, and color of the same, together with a landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, have been approved in writing by the Board. All such improvements must further conform to the Planning Criteria and no plans shall be approved by the Board if they are not in conformity with same. All improvements, changes, and alterations shall also comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders, and decrees. Until such time as any improvements, changes and/or alterations have been submitted to and approved by the Board, no Owner (and/or designee thereof) shall make application for a building permit from the applicable governmental agency. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Dwelling as that Owner desires.

Section 2. Approvals. Decisions of the ARB shall be as set forth in Section 1 herein and Exhibit "F." Unless waived by the Board, all plans related to construction or structural changes shall be prepared by an architect engineer, or other qualified professional, said person to be employed by and at the expense of the Owner. If for any reason, including purely aesthetic reasons, the Board should determine that a proposed improvement or alteration is not consistent with the Planning Criteria or in the best interest of the Association and its Members, such improvement or alteration shall not be made. Approval of plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARB with the location of the structure on the Lot, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARB, will render the proposed improvement or alteration inharmonious with the general development plan or the Planning Criteria. Applicable plans, specifications, and plot plans shall be submitted to the Board by the Owner prior to applying for a building permit. Submittals and re-submittals of plans shall be approved or disapproved by the Board within thirty (30) days after receipt; however, approvals by the Board must still go through the procedure set forth in Exhibit "F." The ARB approval or disapproval shall be written. Whenever the ARB disapproves plans, the Board shall specify the reason or reasons for such disapproval.

Section 3. Violations. Work must be performed strictly in accordance with the plans as approved. If after plans have been approved, the plans are altered, erected, or maintained upon the Lot other than as approved, same shall be deemed to have been undertaken without ARB approval. After one (1) year from completion of any improvement, addition, or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with the provisions hereof unless a notice of such noncompliance executed the Board shall appear in the public records of the County or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with these provisions.

Section 4. Variances. The ARB may grant variances from compliance with the architectural provisions of this Declaration, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with governmental requirements. Such variances may only be granted when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) stop the ARB from denying a variance in other circumstances.

Section 5. Waiver of Liability. None of the Declarant, the ARB, the Directors or the Association, or any agent or employee thereof, shall be liable to anyone submitting plans for approval or to any Owner, occupant or guest of the Property by reason of or in connection with approval or disapproval of any plans, or for any defect in any plans submitted, revised, or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans. Approval of plans, or any other approvals, variances, or consents, are given solely to protect the aesthetics of the Property in the judgment of the ARB and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with the applicable laws, codes, rules, or regulations, nor shall ARB approval be deemed approval of any plan or design from the standpoint of structural safety or conformity with building or other codes. Every person who submits plans for approval agrees, by submission of such plans, and every Owner or occupant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages and shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid parties from and for any loss, claim, or damages connected with the aforesaid aspects of the improvements or alterations.

Section 6. Enforcement. The Board shall have standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the decisions of the ARB. Should the Board or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, the Board and the Association shall have the right but not the obligation to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner as an individual assessment. The Board and Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence or intentional wrongdoing.

Section 7. No Waiver of Future Approvals. The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection

with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

Section 8. ARB Rules. The Board shall adopt reasonable rules of procedure and standards for submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the ARB. Such rules shall be (i) consistent with the covenants and restrictions set forth in this Declaration and (ii) published or otherwise made available to all Owners and their contractors, subcontractors, and other appropriate designees. All rules of the ARB shall be adopted and/or amended by a majority vote of the Association.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Owner's Responsibility. Each Owner shall keep and maintain that Owner's Lot and all building and other improvements and landscaping located on that Owner's Lot in good repair and in a neat and attractive condition. The minimum but not exclusive standard for maintenance of improvements shall be consistent with approved plans therefore and with the general appearance of the other occupied improvements in the Property as a whole when initially constructed and improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The maintenance obligation of each Owner as to building improvements shall include without limitation, maintenance of all exterior surfaces and roofs, fascias and soffits, awnings, trellises, decorative facades, screens, windows and doors. Owners shall clean, repaint or re-stain, as appropriate, the exterior portions of the building improvements (with the same colors as initially approved), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards. Each Owner shall also keep, maintain, and irrigate the trees, shrubbery, grass and other landscape material located on that Owner's Lot in good repair and in a neat and attractive condition. The minimum but not exclusive standard for maintenance of landscaping shall be consistency with the approved plans therefore and with the general appearance of the other occupied Lots in the Property as a whole when initially landscaped (taking into account, however, the natural ad orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Landscape maintenance shall include, without limitation, irrigation, fertilization, weeding, mowing, trimming, spraying for insects and disease, and periodic replacement of dead, damaged or diseased plantings. Each Owner shall grass over, mow and keep free of trash and debris, on a routine basis, the unpaved portion of any platted street(s) abutting the Owner's Lot. Each Owner shall be responsible for the maintenance, operation, and repair of the swales on the Owner's Lot. Maintenance, operation, and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is

prohibited. No alteration of the swale shall be authorized and any damage to any swale, whether caused by natural or human-induced phenomena, shall be repaired and the swale returned to its proper condition as soon as possible by the Owner(s) of the Lot(s) upon which the swale is located.

The Association shall have the right to but not the obligation to provide exterior repair and maintenance on any Lot or any improvement thereon in the event of default by any Owner in the duties hereby imposed. Prior to performing repair or maintenance on a Lot, the Board shall determine that there is need of repair or maintenance and such need detracts from the overall appearance of the Property. Except in emergency situations, prior to commencement of any work, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are commenced within fifteen (15) days after the delivery of the notice, and thereafter diligently pursued to completion, the Association may procure said repairs. Upon the Owner's failure to commence timely and to diligently pursue the repairs or maintenance, the Association shall have the right to enter in or upon the Lot and the exterior of any improvement thereon to perform the repairs or maintenance specified in the notice. In this regard, the Association shall have the right to do such things as, but not limited to, paint, repair, replace and care for pools, pool enclosures, roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of the Property. The Association and their respective agents and employees shall have no liability to the Owner or any occupant or guest for trespass or damage or injury to property or person as the result of actions taken hereunder unless caused by gross negligence or intentional wrongdoing. The Association shall also have the right to take enforcement action as set forth in Article XIV herein.

Section 2. Assessment of Cost. The cost of any work performed by or at the request of the Association pursuant to Section 1, above, shall be assessed as an individual assessment against the Owner of the Lot upon which such work is done.

Section 3. Access. In order to perform the repairs or maintenance authorized by this Article, the agents or employees of the Association may enter upon any Lot and the exterior of any improvement thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time.

Section 4. Association Responsibility. The Association shall maintain and keep in good repair the Common Property and the Areas of Common Responsibility and the wall, landscaping, lighting, irrigation, sign, drainage, and other improvements from time to time located thereon.

Section 5. Easement for Access Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain, or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the

surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain, or repair the surface water or stormwater management system as required by St. Johns River Management Permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Management District.

ARTICLE IX

RESTRICTIVE COVENANTS

The Property shall be subject to the following covenants and restrictions that shall bind each Owner and Lot:

Section 1. Wells. No individual water supply system shall be permitted on any Lot without the approval of the Board.

Section 2. Obnoxious or Offensive Activity. No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment, or discomfort to Owners or their invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive, or unlawful use be made of any Lot, Dwelling, or the Common Property, and all laws and regulations of applicable governmental bodies shall be observed. The Property shall be used, enjoyed and occupied in such manner as not to cause or produce of any of the following effects discernible outside any Dwelling: noise or sound that is objectionable because of its volume, duration, beat, frequency, or shrillness; smoke; noxious, toxic, or corrosive fumes or gases; obnoxious odors; dust, dirt, or fly ash; unusual fire or explosive hazards; vibration or interference with normal television, radio, or other telecommunication reception by other Owners.

Section 3. Rules and Regulations. Reasonable rules and regulations may be promulgated by the Board, after notice, hearing, and approval by a majority vote of the Members as to the use and enjoyment of the Property and shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, parking, traffic, state of repair of vehicles, tree removal, pets, game and play structures and devices, swimming pools, television and telecommunications devices and antennae, driveways, walkways, sight distances at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce reasonable rules and regulations. Such rules and regulations may augment or clarify the terms of this Declaration or any term, covenant, or restriction herein contained.

Section 4. Garbage and Trash. No trash, garbage, or other waste material or refuse shall be placed or stored on any part of the Property or any individual Lot therein except in

covered or sealed sanitary containers. All such sanitary containers must be stored within each Dwelling, buried underground, or placed within an enclosure or concealed by means of a screening wall approved by the ARB.

Section 5. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within an appropriately screened area approved by the ARB, or buried underground, and shall otherwise comply with standards established from time to time by the ARB or by applicable law.

Section 6. Vehicles. No vehicle may be parked on the Property except on paved streets and paved driveways. Any vehicle parked on the street within the Property (Fountain Hills Court) must be parked facing in the appropriate direction of traffic flow and in accordance with applicable law and must not block access to any mailbox. No vehicle may be parked on the street and remain unused for more than seventy-two (72) consecutive hours. The street, including the cul-de-sac on the Property (Fountain Hills Court) is considered part of a county roadway. Therefore, the cul-de-sac is not to be used for long-term in excess of seventy-two (72) consecutive hours. No inoperative vehicles shall be allowed to remain on the Property in excess of forty-eight (48) consecutive hours unless kept in a garage and not visible from the street or any other Lot. No trailers, boats, campers, trucks, mobile homes, or motorized recreational vehicles may be parked in the Property unless parked inside a garage, or for the purpose of loading or unloading, in a driveway or legally along the street for up to twenty-four (24) hours. Trucks and vans, whether commercial or non-commercial, will be permitted provided that they comply with the foregoing and, unless on the Property solely for business or parked within a garage, further provided that they comply with the following:

1. they may not exceed one (1) ton carrying capacity;

2. they may not have camper shells extending more than twelve inches (12") over the cab roof;

3. any visible signboard or lettering applied to fenders, doors, tailgates, and panels of the vehicle must be covered;

4. the frame to ground clearance may not exceed twenty-four inches (24"); and

5. they may not have added frames, racks, wooden shells or boxes.

Section 7. Visibility of Intersections. No obstruction to visibility at street intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners, their guests, or invitees, for any damages, injuries or deaths arising from any violation of this Section.

Section 8. Temporary Structures. No building or structure of a temporary or portable character, such as trailers, tents, or shacks, shall be permitted in the Property, except as approved by the ARB, and except for temporary improvements used solely in

connection with the construction of approved permanent improvements and removed immediately upon completion of such construction.

Section 9. Signs. No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot without the prior written approval of the ARB, provided, however, street numbers and name signs on Lots and one sign containing not more than six (6) square feet of surface area per side (2 sides maximum) shall be permitted without prior approval. The Association may enter upon any Lot and remove and destroy any sign that violates this section, after appropriate notice is given.

Section 10. Air Conditioning Equipment. No air conditioning equipment other than compressor units may be visible on the exterior of any Dwelling unless previously approved by the ARB, which approval may be based on the adequacy of screening of such equipment. The ARB may prohibit window or wall air conditioning units altogether.

Section 11. Drainage Structures. Unless first approved by the ARB and the District, no Owner may obstruct, alter, or in any way modify the method and/or structures of drainage utilized by the Association or installed by Declarant or the Association from, on, or across any Lot, Common Property, or easement area; nor shall any structure or material be erected, placed, or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot that materially adversely affect the drainage of or to neighboring Lots or the Common Property.

Section 12. Exterior Electronic or Electric Devices. Except to the extent required to be permitted under applicable law, no exterior telecommunications, radio, microwave, or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures or devices of any kind may be installed or maintained in the Property without prior written approval of the ARB.

Section 13. Subdivision. No part of the Property shall be further subdivided without the prior written consent of the Board.

Section 14. Completion. Upon commencement of construction of improvements on any Lot, the Owner shall diligently prosecute the work to the end that the improvements shall be completed within the scope and timeline stated in the plans approved by the ARB, in accordance with the description found in Exhibit G of this Declaration. The Owner of the Lot on which improvements are being built shall keep the streets and areas adjacent to the Lot free from dirt, mud, garbage, trash, debris or equipment occasioned by construction.

Section 15. Excavation. No clearing or excavation shall be made except incident to construction, maintenance, or repair of an improvement and must be in accordance with the Permit; and upon completion thereof exposed openings shall be back-filed and disturbed ground shall be leveled, graded, and covered with sod or seeded in accordance with the approved landscape plan.

Section 16. Fences and Walls. Except for walls and fences constructed during the original development and construction of the Property, there shall be no fence or wall permitted on any Lot without approval by the ARB as to size, material, color, location, etc. Landscape buffers may be required by the ARB on the outside of any fences and walls. Fences and walls constructed during the original development and construction of the Property may not be taken down or removed for any reason other than i) repair or replacement of the same to return to its original state, material, color, and condition; or ii) to provide temporary access by licensed contractors to allow completion of necessary repairs, or improvements that have previously been approved by the ARB and with the understanding that upon completion of said repairs or improvements that the compromised portion of fencing or wall will be returned to its original state. No fence or wall may at all constructed: (a) closer to the street along the front of the Dwelling than the front side of the Dwelling; (b) closer to any street facing side of the Dwelling than the side of the Dwelling; or (c) on any landscape easement area shown on any plat of the Property.

Section 17. Yard Accessories and Play Structures. All yard accessories and play structures, including basketball hoops or backboards and any other fixed games, shall be located at the side or rear of the Dwelling, except that, in the case of Dwelling(s) on corner Lots, such accessories and structures shall be restricted to the side yard furthest from the side street and to that portion of the rear yard which is no closer to the side street than a fence would be permitted to be located under Subsection 16(b), above. Basketball structures must be approved by the ARB as to size, material, color, location, etc.

Section 18. Use; Rentals. Dwellings should be used for single family residential purposes only; provided, however, there shall be no less than one (1) year minimum time period imposed on the lease or rental of any Lot or Dwelling. Lots may only be rented, leased, licensed, or occupied to a single tenant and in their entirety. For example, no fraction or portion of any Living Unit may be rented, no individual rooms of a Lot may be leased on any basis, no time-share or other similar agreement for the rental or lease of a Lot is permitted, and all Lease Agreements shall prohibit sub-leasing and assignment of the Lease Agreement by either the Owner or the Tenant, and if any Lease Agreement does not include these required provisions, such Lease Agreement shall be deemed to include them. The total number of dwellings being rented at any given time within the Association shall not exceed three (3) homes, unless otherwise approved by a majority vote of the Association.

Section 19. Pools. Only in-ground swimming pools are permitted and may not be located in the front or side yard of any Lot.

Section 20. Dwellings.

(a) No Dwelling shall contain less than one thousand four hundred (1,400) square feet of air conditioned area under roof, exclusive of screened area, open porches, terraces, patios and garage.

(b) Each Dwelling shall have an attached fully enclosed garage capable of housing not less than two (2) standard sized automobiles, which shall not be enclosed for use as a living area.

(c) Setbacks for Dwellings shall be as follows:

front yard	25 feet
rear yard	20 feet
side yard feet	10 feet
corner side yard	15 feet

(d) No Dwelling shall exceed two (2) stories in height

(e) Except as permitted pursuant to the remainder of this Declaration or by the ARB, no projections of any type other than chimneys, skylights, and vent stacks shall be placed or permitted to remain above any roof of any Dwelling.

(f) All driveways shall be constructed of solid concrete or decorative pavers approved by the ARB.

(g) All oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment shall be screened or located so as not to be visible from a street or other Lot. This provision shall not apply to central air conditioning compressor units (see Section 10).

Section 21. Tree Removal and Landscaping. An Arbor Permit is required for review and approval for all trees being proposed to be removed that are at the following caliper inch: trees which require a permit are defined as being six (6) inches caliper DBH or greater (measured fifty-four (54) inches above the ground). There shall be no removal of trees or Lot clearing, other than clearing of underbrush, until the ARB has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. All Lots shall have fully sodded front and side lawns except in approved landscape or retained natural areas. All areas of each Lot not covered by building improvements or included within approved gardens and natural areas shall be sodded.

Section 22. Collection. No weeds, garbage, refuse, or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property or upon any individual portion of the Property or any Lot therein.

Section 23. Ramps. No skateboard or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Dwelling or adjacent to any side street.

Section 24. Mailboxes. No mailbox other than that installed during original construction of the Property on each Lot shall be permitted. Should the mailbox for any individual Lot be damaged beyond repair to its original condition and appearance it must

be replaced with a new mailbox of identical appearance and specification so as to match all others on the Property, unless otherwise approved by the ARB.

Section 25. Security Bars. No security bar system may be installed on any window or door of any Dwelling in the Property.

Section 26. Animals. Birds, fish, dogs, cats, reptiles, and all other non-human, non-plant living organisms (collectively, "Animals") may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. Animals shall be sheltered inside Dwellings. No separate or exterior shelter for Animals shall be permitted. All Animals must be kept in a fully fenced area or leashed when outside and shall not be permitted to run loose. No Animals shall be permitted to remain on the Property if it or they disturb the tranquility of the Property or the Owners thereof, if it or they are unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife, or if it or they are specifically excluded from the Property by the Board after notice and hearing. Any injury to any person or damage to any personal property by an Animal shall be the responsibility of said Animal's Owner for repair or remuneration.

Section 27. Variances. The Board of Directors of the Association shall have the right and power to grant variances from the provisions of this Article IX and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive, or impair the operation or effect of the provisions of this Article IX in any instance in which such variance is not granted.

ARTICLE X

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner may impose any additional covenants or restrictions on any part of the Property without the prior written approval of the Board upon a majority vote of the Association.

ARTICLE XI

AMENDMENT

A vote of at least two-thirds (2/3) of the Members may change or amend any provision hereof at a properly noticed meeting of the Members. Such amendment shall be evidenced by the President or other designated Board Member executing a written instrument in recordable form setting forth such amendment (e.g., a Certificate of Amendment) and having the same recorded in the Public Records of Seminole County, Florida. Any proposed amendment may be initiated by the Board of Directors or any Owner. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days prior to the meeting

with the proposed agenda. Any vote must be cast in person or by proxy to be valid at a meeting duly called. The amendment shall be effective upon recordation of the executed Certificate of Amendment, among the Public Records of Seminole County, Florida.

Any amendment to the Covenants and Restrictions which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of The St. Johns River Water Management District.

ARTICLE XII

DURATION AND TERMINATION

This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by, the Association and any Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date that this Declaration is recorded in the public records, after which time this Declaration and each Amendment shall be automatically extended for successive periods of ten (10) years, unless prior to the commencement of any 10-year extension period, an instrument signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is recorded in the Public Records of Seminole County, Florida.

ARTICLE XIII

ENFORCEMENT

Section 1. Compliance by Owners. Every Owner and all guests, tenants and invitees of any Member shall comply with the restrictions and covenants set forth herein and any and all rules and regulations, which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of any Owner or that Owner's tenants, licensees, invitees, and guests to comply with such restrictions, covenants, or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Owner shall be responsible for all costs of enforcement, including attorneys' fees actually incurred and court costs. If any person shall violate or attempt to violate this Declaration, it shall be lawful for any Owner, or the Association: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate this Declaration; (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted violations; or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. In addition, whenever there shall have been built or there shall exist on any Lot any structure, thing or condition which violates this Declaration, the Association (but not any Owner) shall have the right,

but not the obligation, to enter upon the Lot where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such Lot, which expense shall constitute an individual assessment to be treated and collected as set forth in Article VI, and such entry and abatement or removal shall not be deemed a trespass or make the Association, or the agents or employees of either, liable for any damages on account thereof. The remedies contained in this provision shall be cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of, the Association, or an Owner to enforce any covenant, restriction, obligation, right, power, privilege, 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 occurring prior or subsequent thereto.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation, and repair of the surface water or stormwater management system.

(a) Section 3. Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or that Owner's tenants, licensees, invitees and guests to comply with any covenant, restriction, rule or regulation, provided the Association follows the procedures set forth in Section 720.305(2), Florida Statutes. Fines shall be treated as an individual assessment subject to the provisions for the collection of individual assessments, and the lien securing same, as set forth elsewhere in this Declaration.

(b) Application of Proceeds. All moneys received from fines shall be added to the general operating account for the Association and utilized at the discretion of the Board and/or by majority vote of the Association.

(c) Non-exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fines paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE XIV

DAMAGE OR DESTRUCTION TO COMMON PROPERTY

Damage to or destruction of all or any portion of the Common Property shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

Section 1. Sufficient Insurance Proceeds. In the event of damage to or destruction of the Common Property, if the insurance proceeds are sufficient to effect total restoration,

then the Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed.

Section 2. Insufficient Insurance Proceeds. If the insurance proceeds are not sufficient to effect total restoration of the Common Property, then the Association shall cause such portions for the Common Property to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a special assessment against each of the Owners in accordance with the provisions of Article V of this Declaration.

Section 3. Negligence or Willful Misconduct. Each Owner shall be liable to the Association for the cost to repair any damage to the Common Property not fully covered by collected insurance, which may be sustained by reason of the negligence or willful misconduct of any Owner or that Owner's tenants, guests or invitees. In addition, the Association shall have the right to charge any Owner for the increase, if any, in the insurance premium attributable to damage caused by such Owner or that Owner's tenants, guests or invitees. The sums due from an Owner hereunder shall be an individual assessment against the Owner and that Owner's Lot and may be collected as provided elsewhere in this Declaration for the collection of individual assessments.

ARTICLE XV

MORTGAGEE PROTECTION

Section 1. Records and Notices. The Association shall make available to all Owners and to all holders of mortgages on Lots, and to insurers and guarantors of any first mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws, rules and regulations, and the books and records of the Association (including the budget). Such persons shall be entitled, upon prior written request, (i) to receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) to receive notices of and attend Association meetings, (iii) to receive notice from the Association of an alleged default by any Owner in the performance of such Owner's obligations under this Declaration, the Articles or Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default and to the extent that the mortgagee, insurer and/or guarantor has an interest, by virtue of the mortgage, in the Lot owned by the defaulting Owner, and (iv) to receive notice of any substantial damage or loss to the Common Property.

Section 2. Adverse Events. Any holder, insurer, or guarantor of a mortgage on a Lot shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Property, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot, and (iii) the occurrence of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 3. Taxes and Other Charges. After thirty (30) days written notice to the Association, any holder, insurer, or guarantor of a mortgage on a Lot shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against or loss of the Association's title to any portion of the Common Property, and to receive prompt reimbursement from the Association.

Section 4. Insurance Premiums. After thirty (30) days written notice to the Association, any holder, insurer, or guarantor of a mortgage on a Lot shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive prompt reimbursement from the Association.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered, electronically transmitted or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 2. Enforcement. Without limiting the generality of Article XIII, enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Interpretation. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and plural the singular, and the masculine, feminine and neuter genders shall each include the others.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Seminole County, Florida.

Section 6. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association ad said Articles shall take precedence over the By-Laws and any rules hereinafter promulgated.

Section 7. Cooperation. Each Owner, by acceptance of a deed therefore or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to cooperate in, and support, any and all zonings, administrative, governmental and/or quasi-governmental filings, applications, requests, submissions, and other actions necessary or desired for the care, maintenance, and/or improvement of the Property, including, without limitation, signing any required applications, plats, etc. as the owner of any portion of the Property owned or controlled thereby when necessary or requested.

Section 8. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may have been no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners hereby designate the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. All parties using easements granted in this Declaration shall use reasonable efforts to minimize interference with all other permitted uses of the easements and the property subject thereto and shall restore any damage to such property caused in the exercise of any rights granted in any such easement.

Section 9. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Property to the public, or for any public use.

Section 10. Constructive Notice and Acceptance. Every person who owns, occupies, or acquires any right, title, estate, or interest in or to any Lot, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien, and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot.

Section 11. Execution of Documents Required by the County and/or City. The plan for the development of SERANZA PARK HOMEOWNER'S ASSOCIATION OF SEMINOLE COUNTY, INC. may require from time to time the execution of certain documents required by the County and/or City. To the extent that said documents require the joinder of any or all Owners in the Property, each of said Owners, by virtue of his acceptance of a deed to his Lot, does irrevocably give and grant to the Association Board, or any of its officers individually, full power of attorney to execute said documents as his agent and in his place and stead.

ARTICLE XVII

DISCLAIMERS

Section 1. General. Notwithstanding anything contained herein or in the Articles, bylaws and rules and regulations of the Association or any other document governing or binding the Association, or the Property (collectively, the "constituent documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety, or welfare of any Owner, occupant, or user of any portion of the Property, including without limitation, residents and their families, agents, employees, contractors, guests or invitees, or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the constituent documents that the various provisions thereof which are enforceable by the Association which govern the uses of the Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, nor has it been created, to act as an entity which enforces or ensures compliance with the laws of the United States, State of Florida, the County, or any other jurisdiction, or prevents tortious activities; and

(c) any provisions of the constituent documents setting forth the uses of assessments which relate to health, safety, and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety, or welfare of any person(s), even if assessment funds are chosen to be used for such reason.

Each Owner (by virtue of its, his, or her acceptance of title to its, his, or her Lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article XVII and shall be deemed to have automatically waived any and all rights, claims, demands, and causes of action against the Association and arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article or in this Declaration generally.

As used in this Article XVII, the words "Association" and "Declarant" shall each include within their meanings all of the respective directors, officers, committees, and board members, employees, and successors and assigns of each.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 24 day of OCT., 2020 by Scott Lubaroff, President of Seranza Park Homeowners Association of Seminole County, Florida, Inc. He [___] is personally known to me or [X] has produced a DRIVERS LICENSE as identification. He/she acknowledges executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said corporation.

(NOTARY STAMP)

Notary Public State of Florida
Ronald E Ege
My Commission GG 191034
Expires 02/28/2022

Ronald Ege

EXHIBIT "A"

THE PROPERTY

EXHIBIT "A"

All the real property in SERANZA PARK, according to the plat thereof, as recorded in Plat Book 81, Pages 25 - 26 of the Public Records of Seminole County, Florida (the "Property").

Book 9744 Page 1211
Instrument# 2020122311

SHANNON SURVEYING, INC.
499 NORTH SR. 434 - SUITE 2045
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB # 6769

SERANZA PARK

SHEET 1 OF 2

REPLATTING STRICKLAND SUBDIVISION
PLAT BOOK 60, PAGE 59
SECTION 26, TOWNSHIP 21 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

PLAT BOOK 81 PAGE 25

LEGAL DESCRIPTION:

DESCRIPTION: LOTS 1, 2, 3 AND 4, STRICKLAND SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGE 59, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA; THENCE RUN S00°28'21"E, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF DIKE ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN S00°28'21"E ALONG THE WEST LINE OF THE PLAT OF CARDEN LAKE ESTATES UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 14 AND 15, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 618.65 FEET; THENCE RUN N89°26'36"W ALONG THE NORTH LINE OF SAID PLAT OF CARDEN LAKE ESTATES UNIT ONE, A DISTANCE OF 327.31 FEET; THENCE RUN N00°23'00"W, A DISTANCE OF 614.56 FEET; THENCE RUN S89°50'28"E ALONG THE AFORESAID SOUTH RIGHT OF WAY LINE OF DIKE ROAD, A DISTANCE OF 328.74 FEET TO THE POINT OF BEGINNING.

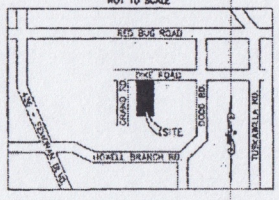
CONTAINING 201,283 SQUARE FEET ON 4.621 ACRES MORE OR LESS.

NOTES:

1. BEARINGS BASED ON THE SOUTH RIGHT OF WAY LINE OF DIKE ROAD AS BEING S89°50'28"E
2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION
3. ALL LINES ARE NON-RADIAL UNLESS OTHERWISE NOTED.
4. GPS TIES BASED ON SEMINOLE COUNTY GPS STATIONS 0178/TEX AND 0176/0000, FLORIDA EAST ZONE NAD 83.
5. COORDINATE VALUES ARE NOT THE SAME AS THE PLAT BEARING AND DISTANCE CALLS. FLORIDA EAST ZONE NAD 83
6. TRACT A IS A DRAINAGE TRACT TO BE DEDICATED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. A DRAINAGE EASEMENT OVER TRACT A IS DEDICATED TO SEMINOLE COUNTY.
7. TRACT B IS A UTILITY TRACT TO BE DEDICATED TO DUKE ENERGY AND MAINTAINED BY THE SERANZA PARK HOMEOWNER'S ASSOCIATION INC.
8. TRACT C IS A SIGN TRACT TO BE DEDICATED TO AND MAINTAINED BY THE SERANZA PARK HOMEOWNER'S ASSOCIATION INC.
9. TRACT D AND TRACT E ARE LANDSCAPE TRACTS TO BE DEDICATED TO AND MAINTAINED BY THE SERANZA PARK HOMEOWNER'S ASSOCIATION INC.
10. THE 15.00' UTILITY EASEMENT RUNNING ALONG THE FRONT OF ALL LOTS AND ADJACENT TO THE FOUNTAIN HILLS COURT IS TO BE DEDICATED TO SEMINOLE COUNTY AND MAINTAINED BY THE LOT OWNERS.
11. THE UTILITY EASEMENT LEADING TO THE LIFT STATION LOCATED ON TRACT A IS TO BE DEDICATED TO SEMINOLE COUNTY AND MAINTAINED BY THE SERANZA PARK HOME OWNER'S ASSOCIATION INC.
12. THE 5.00' WALL EASEMENT LOCATED ON LOTS 5 THROUGH 10 AND TRACT A IS TO BE DEDICATED TO AND MAINTAINED BY THE SERANZA PARK HOME OWNER'S ASSOCIATION INC.
13. THERE IS A 5.00' DRAINAGE EASEMENT ON THE SIDE OF ALL LOT LINES TO BE DEDICATED TO SEMINOLE COUNTY AND MAINTAINED BY THE LOT OWNERS.
14. THERE IS A 10.00' UTILITY EASEMENT ON TRACTS C, D AND E TO BE DEDICATED TO SEMINOLE COUNTY AND MAINTAINED BY THE SERANZA PARK HOME OWNER'S ASSOCIATION INC.
15. IN CASES OF EMERGENCY, SEMINOLE COUNTY HAS THE RIGHT OF ACCESS OVER ALL DRAINAGE EASEMENTS
16. THE GRANTING OF EASEMENTS TO SEMINOLE COUNTY DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON SEMINOLE COUNTY FLORIDA TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE SYSTEM UNLESS OTHERWISE STATED.
17. THE DRAINAGE EASEMENTS SHOWN ARE DEDICATED TO AND OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. AN EMERGENCY ACCESS EASEMENT TO THE PRIVATE DRAINAGE AND STORM-WATER SYSTEM AND OVER ALL DRAINAGE EASEMENTS SHOWN ON THIS PLAT IS HEREBY DEDICATED TO SEMINOLE COUNTY FOR EMERGENCY MAINTENANCE PURPOSES IN THE EVENT INADEQUATE MAINTENANCE OF THE PRIVATE STORM DRAINAGE SYSTEM CREATES A HAZARD TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE. THE EMERGENCY ACCESS EASEMENT GRANTED DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE COUNTY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE PRIVATE DRAINAGE & STORM-WATER SYSTEM.

LOCATION MAP

NOT TO SCALE



LEGEND

- ● - RECOVERED PERMANENT REFERENCE MONUMENT (PRM 2259)
- □ - SET 4"X4" CONCRETE MONUMENT PRM 4621, UNLESS OTHERWISE NOTED
- ⊕ - SET PERMANENT CONTROL POINT, NAIL & DISC STAMPED "SHANNON 4621" UNLESS OTHERWISE NOTED.

CM - CONCRETE MONUMENT
℄ - INDICATES CENTERLINE
Δ - INDICATES CPS CORNER
LB - LICENSED BUSINESS IDENTIFICATION
ORB - OFFICIAL RECORDED BOOK
PRM - PERMANENT REFERENCE MONUMENT
R/W - RIGHT-OF-WAY
PB - PLAT BOOK
PG - PAGE
- NUMBER

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a Professional Surveyor and Mapper that has prepared the foregoing plat and was made under my direction and supervision and that the plat complies with all the requirements of Chapter 177 and that said land is located in Seminole County, Florida.

James R. Shannon Jr.
Florida Registration Number 4621

Date 11-07-2016

Shannon Surveying, Inc. LB#6769
499 North S.R. 434 - Suite 2045
Altamonte Springs, Florida, 32714

SERANZA PARK

REPLATTING STRICKLAND SUBDIVISION
PLAT BOOK 60, PAGE 59
SECTION 26, TOWNSHIP 21 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That Morris Realty of Orlando, LLC, A Florida Limited Liability Company, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedication said land and plat for the uses and purposes therein expressed and dedicates the Fountain Hills Court to the perpetual use of the public.

IN WITNESS WHEREOF the undersigned owners has caused these presents to be signed this 14th day of December 2016.

Morris Realty of Orlando, LLC. A Florida Limited Liability Company

By: _____
THOMAS E. MORRIS, MANAGING PARTNER

_____
Witness

_____
Witness

STATE OF Florida COUNTY OF Seminole

THIS IS TO CERTIFY, that on December 13, 2016 before me the individuals duly authorized to take acknowledgments in the State and County aforesaid, personally appeared THOMAS E. MORRIS, and is known to me or have produced the following identification Personally Known and he did/did not take an oath that he is the person described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed as such individual thereunto duly authorized; and that said Dedication is the acts and deeds of said individual.

_____
NOTARY PUBLIC
Printed Name

My Commission Expires 1/15/2019

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on December 13, 2016 the foregoing plat was approved by the Board of County Commissioners for Seminole County, Florida

_____
CHAIRMAN OF THE BOARD
Printed Name

_____
CLERK OF THE BOARD
Printed Name

COUNTY SURVEYOR'S CERTIFICATE

I have reviewed this plat and find it to be in conformity with Chapter 177, Florida Statutes.

_____ 12/07/16
Cary A. Leisz, P.L.S. Date
Florida Registration Number 4723
County Surveyor for Seminole County, Florida

CERTIFICATE OF CLERK OF CIRCUIT COURT

I HEREBY CERTIFY, That I have examined the Foregoing plat and find that it complies with all the requirements of Chapter 177, Florida Statutes, and was filed for record on December 27, 2016 at 1:45pm, File No. 2016133528

CLERK OF THE COURT
In and for Seminole County, Florida

_____ D.C.

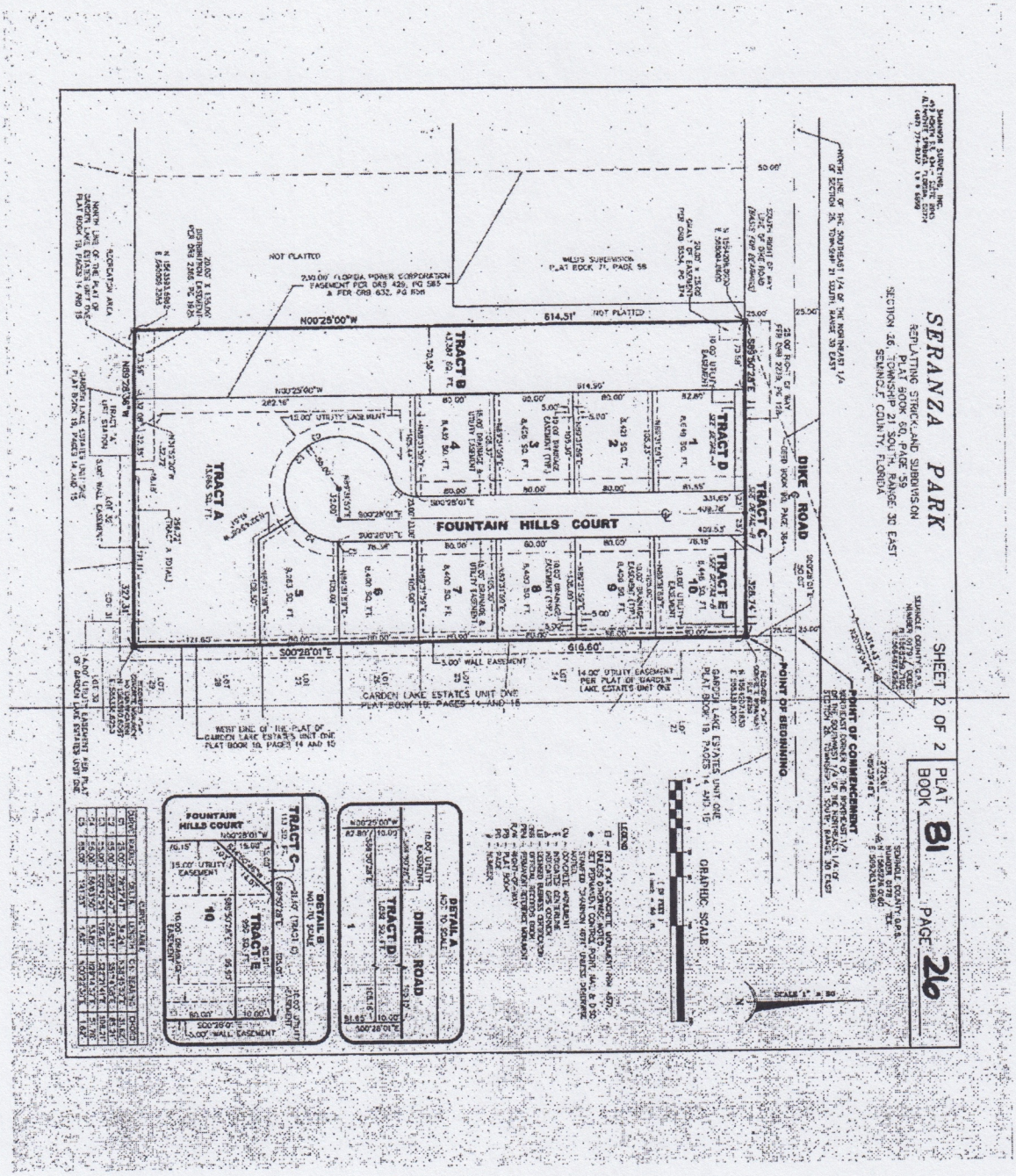

SERANZA PARK
REPLATTING STRICKLAND SUBDIVISION ON
PLAT BOOK 60, PAGE 59
SECTION 26, TOWNSHIP 21 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA
SHEET 2 OF 2
PLAT BOOK 81 PAGE 29
FOUNTAIN HILLS COURT
DIKE ROAD
TRACT A
TRACT B
TRACT C
TRACT D
TRACT E
POINT OF BEGINNING
POINT OF COMMENCEMENT
GRAPHIC SCALE
CURVE TABLE
LINE TABLE
DETAIL A
DETAIL B
CARDEN LAKE ESTATES UNIT ONE
PLAT BOOK 18, PAGES 14 AND 15

EXHIBIT "B"

ARTICLES OF INCORPORATION

Electronic Articles of Incorporation For

N16000005446
FILED
May 27, 2016
Sec. Of State
nculligan

SERANZA PARK HOMEOWNER'S ASSOCIATION OF SEMINOLE COUNTY, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

SERANZA PARK HOMEOWNER'S ASSOCIATION OF SEMINOLE COUNTY, INC.

Article II

The principal place of business address:

8715 BRISTOL PARK DRIVE
ORLANDO, FL. US 32836

The mailing address of the corporation is:

8715 BRISTOL PARK DRIVE
ORLANDO, FL. US 32836

Article III

The specific purpose for which this corporation is organized is:

HOMEOWNER'S ASSOCIATION.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

MANZO & ASSOCIATES, P.A.
4767 NEW BROAD STREET
ORLANDO, FL. 32814

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ISAAC MANZO

N16000005446
FILED
May 27, 2016
Sec. Of State
nculligan

Article VI

The name and address of the incorporator is:

THOMAS E. MORRIS
8715 BRISTOL PARK DRIVE

ORLANDO, FL 32836

Electronic Signature of Incorporator: THOMAS E. MORRIS

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
THOMAS E MORRIS
8715 BRISTOL PARK DRIVE
ORLANDO, FL. 32836 US

Title: VP
KAY MORRIS
8715 BRISTOL PARK DRIVE
ORLANDO, FL. 32836 US

Title: S
ISAAC MANZO
4767 NEW BROAD ST
ORLANDO, FL. 32814 US

EXHIBIT "C"

CONSERVATION EASEMENT

EXHIBIT "D"

BYLAWS

SERANZA PARK HOMEOWNERS ASSOCIATIO OF SEMINOLE COUNTY, FLORIDA, INC.

BYLAWS

ARTICLE I
GENERAL PROVISIONS

1.1 Name and Location. The name of the association is SERANZA PARK HOMEOWNERS ASSOCIATION, INC. OF SEMINOLE COUNTY, FLORIDA (the "Association"). The principal office physical of the Association shall be located at 1300 Fountain Hills Ct, Winter Park, FL 32792, but meetings of Members and Board of Directors may be held within the state of FLORIDA, County of SEMINOLE, as may be designed by the Board of Directors.

1.2 Member shall be defined as homeowner of record in the Association. Voting rights are restricted to one per household.

1.3 Definitions. The terms which are capitalized or used in these Bylaws shall have the meanings set forth in the Association's legally recorded Declaration of Covenants, Conditions, and Restrictions.

1.4 Fiscal Year. The fiscal year of the Association begins on the date of incorporation and each and every subsequent year shall begin on the 1ST of JANUARY and end on the 31ST of DECEMBER.

1.5 Interpretation. In the case of any conflict, the (1) provisions of state law, (2) the Association's Declaration, (3) Articles of Incorporation, and (3) these Bylaws shall prevail in that order.

ARTICLE II
MEETING OF MEMBERS

2.1 Annual Meetings. The Association's annual meeting of the Members shall be held in the fourth quarter of each year at such place and time as the Board of Directors may designate. The purpose of the annual meeting shall be for electing a board of directors, updating the members of previous and future community plans, making decisions regarding the association, and for any other association affairs that may come up. Notices of meetings shall be e-mailed or hand delivered to all Members of the Association at least fourteen (14) days before the meeting.

2.2 Special Meetings. Special meetings of the Members may be called by the President, the Board of Directors, or request of the majority of Members of the Association, at any time. The purpose of the meeting shall be stated in the call to the meeting and at least seven (7) days notice shall be given.

2.3 Eligibility to Vote. All Members must be current and in good standing with the Association to be entitled to (1) vote, (2) hold elective or appointive office, and (3) serve on committees as may be established.

2.4 Quorum. Pursuant to FL720.306.1(a), three (3) Members of the Association shall constitute a quorum.

2.5 Proxies. Members of the Association may vote in person or by proxy in all meetings of Members except board elections. Every proxy shall be in writing and in accordance with applicable state statute.

ARTICLE III
BOARD OF DIRECTORS

3.1 Composition. The Association's Board of Directors shall be composed of the elected officers. The total number of Directors to constitute the entire board shall be equal to, and not less than, 3. As used in these Bylaws, "entire board" means the total number of directors which the Association would have if there were no vacancies.

3.2 Powers. The Board of Directors shall have all the powers and rights necessary to administer the Association's affairs and to perform the Association's responsibilities and to exercise its rights as set forth in these Bylaws, the Declaration and the Articles provided that such rights and powers are not inconsistent with the provisions of state laws and limited by the provisions of the Association's Declaration. In particular, but not limited to, the Board of Directors have the power to:

a) manage, control and restrict the use of the Common Areas of the community and the conduct of the Association Members and their guests by adopting and publishing rules and regulations, and establishing monetary penalties to enforce any lack of compliance.

b) suspend a Member's voting rights and the right to use the Common Areas if a Member is in default of any assessment payment due and owing to the Association, or for lack of compliance with the Association's published rules and regulations;

c) exercise all powers and duties not reserved to the Membership and authorized by these Bylaws, Articles of Incorporation or the Declaration;

d) create a vacancy of the office of a Member of the Board of Directors in the event of a Board Member's three (3) consecutive unexcused absences to the regular meetings of the Board of Directors; and

e) employ and supervise managers, attorneys, independent contractors, or such other employees as the Board of Directors may deem necessary to perform its functions.

3.3 Duties. It shall be the Board of Directors' responsibility to:

a) maintain a complete and detailed record of all the Association's transactions and acts and furnish said records to the Members when such records are requested in writing by Members who are entitled to vote;
b) supervise the Association's officers, employees, and volunteers to ensure proper and ethical performance of the assigned duties;
c) As for fully provided in the Declaration, to:

1. impose the contractual maintenance and other assessments against each Lot/Unit;
2. send written or electronic notice of each assessment to all Members of the Association;
3. issue, or to cause an appropriate officer to issue, upon demand by a Member disclosure packet pursuant to state law;
4. maintain adequate liability and hazard insurance on all property owned by the Association;
5. indemnify a past or present director, officer or committee Member of the Association to the extent such indemnity is required or permitted by state law, the Articles, the Declaration or these Bylaws;
6. cause the Common Areas to be maintained.

3.4 Compensation. No Director or officer shall receive compensation for their services. However, by resolution of the Board of Directors may be reimbursed for actual expenses incurred in the performance of their duties.

3.5 Removal of Directors. Any or all of the directors may be removed for cause by vote of the Members or by action of the board. Directors may be removed without cause only by vote of the Members.

3.6 Resignation. A director may resign at any time by giving written notice to the Board of Directors and the resignation shall take effect upon receipt of said notice, unless stated otherwise.

ARTICLE IV

MEETING OF BOARD OF DIRECTORS

4.1 Regular Meeting. A regular meeting of the board shall be held at least quarterly, more often as there is need or as there are items for the Board's attention.

4.2 Special Meetings. Special meetings may be called by the President and shall be called upon via email of ALL members of the Board of Directors.

4.3 Quorum of Directors. A majority of the members of the entire board shall constitute a quorum.

4.4 Action of the Board. The act of the Board of Directors shall be valid, if the required quorum is present at the time of the vote, unless otherwise required by law. Each Director present shall have one vote regardless of the number of lots/units, which he or she may own.

4.5 Notice of Meetings. Notice of regular meetings of the Board, in accordance with FL statute 720, must be given to all Members of the Association no less than two (2) days prior to the meeting.

ARTICLE V
OFFICERS AND THEIR DUTIES

5.1 Officers. The officers of the Association shall be the President, a Secretary and a Treasurer.

5.2 Term of Office. Officers shall assume their duties on January 1 of the year following their election at the Association's Annual Meeting. PRESIDENT shall serve for a term of two (2) year(s) or until their successors are elected. SECRETARY shall serve for a term of two (2) year (s) or until their successors are elected; TREASURER shall serve for a term of 2 year (s) or until their successors are elected; In any election, no fewer than one (1) Officer must be retained to the Board. No officers shall serve more than three (3) consecutive terms in the same office.

5.3 Vacancy in Office. A vacancy in any office shall be filled for the remainder of the vacated officer's term by vote of the Board of Directors.

5.4 Duties. Officers shall perform the duties provided in this section and such other duties as are prescribed for the office in these Bylaws.

A. **President.** The president shall be the chief executive officer of the corporation and shall preside over all meetings of the Members and of the Board of Directors to ensure that all orders and resolutions of the board are carried into effect.

1. attend all meetings of the Association;

2. be responsible for preparing and making available a list of Association Members entitled to vote, indicating the names and addresses at each membership meeting;
3. shall have signature authority on behalf of the Homeowners Association
4. shall act as the Registered Agent for the Corporation

B. **Secretary.** The Secretary shall:

1. attend all meetings of the Association;
2. record all votes and minutes of all proceedings in a written form and place that allows access by all members
3. give or cause to be given notice of all meetings of Members and of special meetings of the board;
4. maintain all the Association documents and records in a proper and safe manner as required by state law; and
5. perform such other duties as may be prescribed by the board.
6. Shall have signature authority on behalf of the Homeowners Association

D. **Treasurer.** The Treasurer shall:

1. attend all meetings of the Association;
2. have custody of the Association funds and securities;
3. maintain complete and accurate accounts of receipts and disbursements in the Association books;
4. deposit all money and other valuables in the name and to the credit of the Association in such depositories as may be designated by the board;
5. disburse the funds of the Association as may be ordered or authorized by the Board and preserve proper vouchers for such disbursements;
6. Prepare, or cause to be prepared, the annual benefit report;
7. render to the President and board at the regular meetings of the board, or whenever they require it, an account of all his or her transactions as Treasurer and of the financial condition of the Association;
8. render a full financial report at the annual meeting of the Members if so requested;
9. be furnished by all Association officers and agents at his or her request, with such reports and statements as he or she may require as to all financial transactions of the Association; and
10. perform such other duties as are given to him or her by these Bylaws or as from time to time are assigned to him by the Board or the President.
11. Shall have signature authority on behalf of the Homeowners Association

5.5 Elections. The members of the Board of Directors shall be elected at an annual meeting and once elected, those Directors shall determine the official position to be held by each. In the event of a vacancy, elections may be held at a special meeting to fill director vacancy.

ARTICLE VI
BOOKS AND RECORDS

The Association's books, records and documents shall be available during reasonable business hours and be subject to inspection by any Member. Furthermore, all outgoing officers, Directors, employees or committee members must relinquish all official documents, records, and any materials and property of the Association in his or her possession or under his or her control to the newly elected Directors within fourteen (14) days following the election.

ARTICLE VII
AMENDMENTS

8.1 Amendment. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

8.2 Conflict. In the case of any conflict between these Bylaws and the Declaration, the Declaration shall control. If any conflict exists between the Articles and these Bylaws, the Articles shall control. The law shall always prevail.

8.3 Effective Date. Amendments to these Bylaws are effective upon their approval in the manner set forth above, unless a later effective date is specified therein.

8.4 Termination. The Association may be dissolved only as provided in the Articles of Incorporation. The Association shall be dissolved upon termination of the Declaration as provided therein. Upon a dissolution of the Association, obligations of the Association are deemed automatically assumed by the Owners, in addition to any direct obligations the Owners may have to the Association pursuant to the Declaration.

IN WITNESS WHEREOF, we, being all of the Directors of the Association have hereunto set our hands this 21st day of October, 2020.

President: Scott Lubaroff

Treasurer: Christopher Lilly

Secretary: Sarah Patti

CERTIFICATION

I the undersigned, do hereby certify:

THAT I am the duly elected and acting President of Seranza Park Homeowner's Association of Seminole County, Florida, Inc., a Florida 720 corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 21st day of October, 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 21st day of October, 2020.

RONALD EGE
Name

Ronald Ege
Signature

EXHIBIT "E"

ARCHITECTURAL GUIDELINES & STANDARDS

SERANZA PARK HOMEOWNERS ASSOCIATION OF SEMINOLE COUNTY, FLORIDA

ARCHITECTURAL REVIEW BOARD STANDARDS AND GUIDELINES

Handbook for Homeowners

EXHIBIT
"E"

APPROVED BY THE BOARD OF DIRECTORS
BOARD MEETING
August x, 2020

TABLE OF CONTENTS

INTRODUCTION and PURPOSE 4

BASIS FOR and OBJECTIVES OF PROTECTIVE COVENANTS 4

ROLE OF THE ARCHITECTURAL REVIEW BOARD 5

ALTERATIONS REQUIRING REVIEW AND APPROVAL BY THE ARCHITECTURAL REVIEW BOARD 5

APPLICATION AND REVIEW PROCEDURES 6

DESIGN GUIDELINES 7

- ANTENNAS and SATELLITE DISHES 8
- CLOTHES LINES 8
- ROOFS 8
- DECKS, ARBORS, GAZEBOS, and SCREENED ENCLOSURES 8
- DRIVEWAYS 9
- EXTERIOR LIGHTING 9
- EXTERIOR PAINTING 9
- FENCES 10
- FLAGS and FLAGPOLES 10
- HOLIDAY DECORATIONS and LIGHTING 11
- HOT TUBS/SPAS – SEMI PERMANENT 11
- LANDSCAPING 11
- PATIOS 12
- REAL ESTATE SIGNS 12
- RECREATION and PLAY EQUIPMENT 12

SIDEWALKS, PATHWAYS, and PEDESTRIAN WALKWAYS 12

SOLAR PANELS 13

HURRICANE/STORM SHUTTERS & PROTECTIVE COVERINGS 13

STORM DOORS/SCREEN DOORS 13

SWIMMING POOLS 13

SHEDS 13

GRANDFATHER CLAUSE 14

ENFORCEMENT PROCEDURES 14

LANDSCAPING and TREES 15

COMMON AREAS 16

RETENTION POND USAGE 17

REPAIR and MAINTENANCE 18

PETS and ANIMALS 18

DIGITAL COLOR BOOK 19

INTRODUCTION and PURPOSE

The objective of this document is to familiarize homeowners in Seranza Park with the objectives, scope, and application of design standards and guidelines which should guide and assist them and the Association Board in enhancing and maintaining the community's aesthetic appearance and environmental quality in abidance with State & local laws. While this guide is not all-inclusive, all enforceable rules contain specific language in the Association's legally recorded Declarations and Bylaws.

The guidelines and standards set forth in this document have been adopted by the Board of Directors of the Seranza Park Homeowners Association of Seminole County Florida, Inc. ("Association") and include design, landscaping, and appearance standards under the authority of the Association's legally recorded Declaration of Covenants, Conditions & Restrictions. Companion Exhibits "F" and "G" in the recorded CCR should also be consulted and adhered to with regard to the application and review process that must be adhered to by homeowners seeking approval for any exterior modifications or changes to their Residences or lots that are subject to approval by the Association.

Homeowners are reminded that approval by the ARB for a proposed change does not remove the need for the appropriate building permits or other documentation. This handbook should serve as a valuable reference source and will assist homeowners in preparing acceptable applications for review by the Association's ARB. All homeowners are encouraged to familiarize themselves with its contents and to retain the handbook for future use.

BASIS FOR and OBJECTIVES OF PROTECTIVE COVENANTS

The legal documents for the Association include the Declaration of Covenants, Conditions and Restrictions of Seranza Park ("Declaration"), the Association's Articles of Incorporation, Bylaws, rules and regulations, and these Standards and Guidelines, all as amended from time to time (the "Governing Documents"). The Governing Documents imposes use restrictions and specifies the process for obtaining approval for changes, improvements or alterations to a homeowner's lot and structures thereon. The Governing Documents are a part of the deed restrictions for each Residence, which run with the land and are binding upon all Homeowners and their successors in ownership, irrespective or whether or not these homeowners are familiar with the Governing Documents.

The primary purpose of this document is to establish guidelines for the entire community. The promulgation and enforcement of design guidelines is intended to achieve the following objectives:

- To promote harmonious architectural and environmental design concepts within the community, providing a meeting ground between private interests and the broader concerns of the overall community

- To promote and enhance the visual and aesthetic appearance of the community, to maintain a clean, neat, and orderly appearance, and to protect and preserve

property values

- To increase homeowner awareness and understanding of the Covenants from which the Association's Board of Directors (BOD) derives its authority to create rules and implement restrictions
- To illustrate design standards that will assist the Board and homeowners in developing exterior alterations, modifications or improvements which agree with the immediate neighborhood and community as a whole
- To assist homeowners in preparing acceptable ARB applications for project proposals
- To maintain consistency and continuity of overall design concept of the community while allowing appropriate flexibility for achieving creative design solutions
- To maintain safe corridors of travel (vehicular, pedestrian, or otherwise) throughout the Community and to promote and enhance the safety and family-friendly environment within our Community
- Provide enforcement procedures to be followed by the Board when rules or regulations have been violated

ROLE OF THE ARCHITECTURAL REVIEW BOARD

All homeowners are automatically members of the Association. The Association is a Florida not-for-profit corporation that owns and is responsible for the upkeep and maintenance of all common properties within the community. The Association is also responsible for the administration and enforcement of all covenants and restrictions. The Declaration provides the scope and authority of an architectural committee, which is commonly referred to as an architectural review board ("ARB"). The members of the Association's Board of Directors (BOD) serve as the ARB. The ARB will review and approve (or disapprove) applications submitted by homeowners for Residence construction and exterior additions, alterations or modifications to a Residence or Lot using Design Guidelines as approved by the Association and in accordance with the application, review, and approval process articulated in Exhibit "F" of the Declarations.

ALTERATIONS REQUIRING REVIEW AND APPROVAL BY THE ARCHITECTURAL REVIEW BOARD

Any changes, permanent or temporary, to the exterior appearance of any structure and building or on a lot are subject to review and approval by the ARB. The review process is not limited to major additions or alterations, such as adding a room, deck, or patio, it also includes such minor items as changes in materials. Paint colors must be an approved color. Approval is also required when an existing item is to be removed.

Minor landscape improvements do not require ARB approval. This includes foundation plantings, single specimen plants or small- scale improvements which do not materially alter the appearance of the lot, involve a change in topography or grade and which are not of sufficient scale to constitute a natural structure.

NOTE: If there is any question or doubt as to whether or not a proposed exterior change requires design review and approval, homeowners should first seek clarification from the ARB before proceeding with the Improvement.

APPLICATION AND REVIEW PROCEDURES

Application and review procedures are further detailed in Exhibit "F" of the Association Declaration, *Architectural Review.* Furthermore:

1. **Applications.** Applications for proposed improvements must be submitted using the application forms authorized by the BOD (Declaration Exhibit G), either digitally via password-protected online form linked from the Association website (www.seranzapark.com), digitally as .PDF e-mail attachment sent to president@seranzapark.com, or printed hard copy submitted directly to a current member of the Association BOD. A copy of these forms is included as an appendix to this handbook. Applications must be complete as described on the ARB Application Form in order to commence the review process. Incomplete applications will be returned to the applicant with a statement of deficiencies that must be remedied in order to be considered for review. Only one project may be applied for per application, so for example, to paint your front door and erect a temporary structure, two applications will be necessary.

2. **Supporting Documentation.** The application must include a complete and accurate description of the proposed improvement(s). To permit evaluation by the ARB, supporting exhibits may be required, such as a survey or comparable Property diagram showing the location and dimensions of the proposed improvement; architectural drawings or plans, as applicable; landscape plan; materials and/or color samples, etc. The design guidelines and application forms provide guidance with respect to the supporting documentation required for various types of improvements.

3. **Time Frame for Completion of the Review.** The ARB is expected to respond to all properly completed ARB applications. Responses shall be in the form of approval, denial, requests for additional information, or notice of additional review time required. A properly completed ARB application shall include the fully completed application form and all supporting documentation including exhibits as necessary to sufficiently detail the proposed request. It is advisable for homeowners contemplating substantial improvements to first ensure that they are aware of all required supporting documentation prior to submitting a design review application. If no response to a properly completed application is received within thirty (30) days the Applicant may file a grievance with the BOD for review of the submission. No ARB submission shall be considered approved until such time as written

approval from the BOD has been received by the Applicant. No duration/period of time shall be considered as constituting an automatic approval of an ARB application. Verbal agreements shall not be offered nor entered into by any member of the ARB/BOD, nor shall any verbal agreement be considered as legally binding upon the HOA or BOD. ONLY a WRITTEN (e-mail is acceptable) approval from the BOD shall be considered valid. Notwithstanding the foregoing, the homeowner and the BOD shall have the Right to Redress as set forth below.

4. **Notice of Approval/Disapproval.** Homeowners who have submitted design review applications will be given written or e-mail notice of the decision by the BOD.

5. **Right to Redress (By Applicant).** The Applicant retains the right to redress the decision of an ARB review. After receipt of an ARB application denial, the Applicant may request a summary review to be completed by the BOD. The BOD shall consider the request to redress ARB denial at a regularly scheduled BOD meeting. Inaction by the BOD to address the application shall be considered "For Cause" and as such, the denial of the ARB shall be deemed final.

6. **Right to Rescind ARB Approval.** Any modification to a previously approved project is subject to approval by the BOD. Pursuant to Article VII, Section 3 of the Association's recorded Covenants, Conditions, and Restrictions, should a homeowner violate or exceed the conditions of the approval of a project without BOD approval, the BOD reserves the right to rescind ARB approval. Rescindment of an ARB approval shall be through BOD action taken at a properly noticed Special or Regular BOD Meeting. All affected parties shall be given the option to address the BOD and present evidence or justification as to why the properly approved ARB request should or should not be rescinded. In the event that by a majority vote, the BOD decides that the approval should be rescinded, the BOD may require the homeowner to restore the property to its pre-approval condition.

7. **Time Period to Commence and Complete the Work.** Homeowners have thirty (30) days from the date of notice of approval to commence work on an approved project and work must be completed within the timeframe articulated in the approved application. In the event that circumstances beyond the homeowner's control make either of these unlikely or impossible, the homeowner must make request for an extension directly to the BOD.

DESIGN GUIDELINES

The specific Design Guidelines detailed below have been adopted by the BOD and are supplemental to the Covenants and Restrictions articulated in the Association's legally recorded Declaration.

PLEASE NOTE: These guidelines, covenants, and restrictions will not cover every situation. If you wish to make a permanent or significant visual modification to your property that is NOT explicitly covered in these documents, you still must submit an application to the ARB.

In such a case, please follow the application procedures and note on your application that your request is a special circumstance.

ANTENNAS and SATELLITE DISHES
Homeowners may install satellite dishes for the purpose of receiving audio and/or video programming and media reception. A dish antenna that is one meter (39.37 inches) or less in diameter (i.e. Direct Broadcast Satellite) may be approved. The satellite dish must be mounted to the outside of the house in a location that best minimizes its visibility from the street and from other Residences. The dish should be mounted on the back of the house or otherwise placed to hide it from street view and should not extend above the crown of the roof. If adequate reception cannot be achieved in one of these locations, the satellite dish should be located as unobtrusively as possible on the Lot. Screening, such as shrubs, is required where possible. The ARB must approve all antenna and satellite dish installations.

CLOTHES LINES
Clothes lines shall be located only in the rear yard of a Lot and should be screened from view from the street and other Residences behind a fence.

ROOFS
Roofs should be kept in good condition and appearance, including mitigation of mold and drip stains on roof and flashing surfaces. Shingle colors must be neutral brown/black/grey tone and changes must be approved by the ARB. Metal or tile roofs are not permitted. Gutters and downspouts should be white or should otherwise match the house's main or trim color and should be cleaned and maintained as needed.

DECKS, ARBORS, GAZEBOS, AND SCREENED ENCLOSURES
The ARB must approve of all decks, arbors, gazebos, and/or screened enclosures and are subject to the following.

1. **Location.** Items must be located in rear yards.

2. **Scale and Style.** The scale shall be compatible with the scale of the house as situated on the Lot. Decks, particularly if elevated, should be of a scale and style compatible with the Residence to which it is attached, adjacent Residences, and the environmental surroundings.

3. **Materials.** Construction materials for decks and gazebos must be of smooth high-quality pressure treated lumber or comparable composite material. Screened enclosures must be constructed using aluminum.

4. **Color.** Materials for decks and gazebos should be left in a natural condition to weather or treated with a neutral or wood color stain or sealer or custom painted to match the color of the Residence. Aluminum for screened enclosures must be black, white, or bronze.

5. **Under-deck Storage.** Elevated decks may not utilize the under-deck area for storage space. The ARB, particularly in the case of high decks, may require the use of decorative screening, either wood or plant material, to minimize adverse visual impacts.

6. In consideration for approval of proposed elevated decks, the ARB may require additional protective elements as necessary to prohibit/restrict the potential for wild animals and or pests to reside below the deck.

DRIVEWAYS
ARB approval will be required for all driveway construction, extensions, modifications and additions to driveways. The primary considerations will be no adverse aesthetic or drainage impact on adjoining lots or common area. Driveways are to be kept free of weeds. Driveways cannot be painted.

Pavers may be installed along the side of the driveways if approved by the ARB as defined within the Sidewalks & Pathways Guideline and in accordance with associated language in the Association's recorded Declaration.

EXTERIOR LIGHTING
Exterior lighting shall not be an annoyance or unreasonably illuminate another homeowner's Lots. If the ARB determines that exterior lighting will be an annoyance or unreasonably illuminate other homeowner's Lots, the ARB can require the proper shielding of or completely prohibit such exterior lighting. The determination as to what is considered an annoyance and/or an unreasonable illumination on another homeowner's Lot shall be determined at the sole discretion of the ARB. Proposed replacement or additional fixtures must be approved by the ARB and compatible in style and scale with the applicant's Residence and with the Community's overall aesthetic.

No exterior lighting will be directed outside of the applicant's Lot. Proposed additional lighting will not be approved if it will result in an adverse visual impact to adjoining neighbors due to location, wattage or other features.

Low-voltage or solar-powered landscape lighting, including low-voltage floodlighting, is permitted along walkways, planting beds, or other landscaped areas, so long as all wiring is concealed from view, and light fixtures do not stand more than 18" above the ground. No more than ten (10) lights are permitted in the front yard of any lot without prior approval from the BOD. No lights are permitted in lawns.

EXTERIOR PAINTING
All exterior color changes must be approved through an ARB request, and the paint color must be an approved color for exterior paints. This requirement applies to exterior walls, doors, shutters, trim, roofing and other appurtenant structures. Please refer to the attached Digital Color Book for approved exterior paint colors.

As a primary component of the aesthetic appearance of our Community, the coordination and control over the exterior colors of our Residences is of vital importance to each of our Association Members. In consideration of this, a request by a Member to repaint the exterior of a Residences shall meet the following conditions:

1. The color shall be selected from the approved Community Color Palette (attached Digital Color Book) or shall be approved through the Modification of Approved Community Color Palette process as identified in the next section.

2. The paint manufacturer shall either be as identified in the color palette, or a manufacturer printed/supplied color match guarantee (to a pre-approved color in the color palette) may be provided as part of the application.

3. Request to repaint the exterior paint color of a Residence includes adoption of the entirety of the color palette selected (Body Color, Shutters & Front Door Color and Trim Color) unless otherwise approved by the ARB. Colors may not be mixed and matched. Body Color shall be utilized for the Body of the exterior. Shutters & front door colors shall be utilized for the shutters & front door. Trim color shall be utilized for the exterior trim.

Final approval of the exterior color application shall be contingent upon the above listed conditions. The satisfaction of the above criteria shall not prohibit the ARB from denying a request "For Cause," such as the requested paint color representing a shift in the overall character or aesthetics the Community.

FENCES
See Article VIII, Section 16 of the Association's legally recorded Declaration for specific requirements, covenants, and restrictions regarding fences. Further:

All fencing must be vinyl, 6 feet high, with post caps and a white finish, matching that of the rest of the Community. The panels must be solid and a lattice top is not permitted.

FLAGS and FLAGPOLES
Pursuant to Florida Statute 720.304(2)(b), one permanent, freestanding flagpole no more than 20 feet high is permitted. Temporary flagpole staffs attached to the Residence that do not extend higher than the roof of the house do not require approval by the ARB. No flagpole, either permanent or temporary, shall be used as an antenna. The following flags are permitted, and shall not require ARB approval:

1. U.S. flag (not to exceed 54" x 72" in size)

2. State of Florida flag (not to exceed 54" x 72")

3. Official flags of the U.S. Armed Forces - U.S. Army, Navy, Air Force, Marines or Coast Guard and a POW-MIA flag (not to exceed 54" x 72" in size)

No other flags are permitted nor will they be approved by the ARB.

HOLIDAY DECORATIONS and LIGHTING
Homeowners may display a reasonable number of holiday decorations and lighting. No ARB application shall be required. However, in the event the ARB or BOD determines the decorations and/or lighting are:

1. Excessive in number, size or brightness, or are displayed for an excessive amount of time;

2. Draw excessive traffic;

3. Unreasonably interfere with the use and enjoyment of the Common Area and/or adjacent lots; or

4. Cause a dangerous condition to exist,

then the Homeowner may be asked to remove the decorations or lighting within 48 hours after receiving written Notice from the BOD. Furthermore, decorations and lighting should be removed no later than fourteen (14) days after celebrated holiday. Additionally, hooks or other devices used to hang or suspend holiday decorations and/or lighting should be removed when the decorations and/or lighting are removed, unless they are not visible from the street.

HOT TUBS/SPAS – SEMI PERMANENT
Supplemental to what is stated in the Association's Declarations, Article VIII, Section 20(c), exterior hot tubs or spas must be located in the rear yard adjacent to the Residence. The incorporation of hot tubs as an architectural feature of decks and/or patios is encouraged.

Construction or installation of hot tubs or spas shall be in accordance with all applicable governing agency regulations/codes.

LANDSCAPING
Supplemental to what is stated in the Association's Declaration, Article VII, Sections 1, 15, 16, and 21, installation or removal of landscaping may be subject to the prior written approval of the ARB. Check with the ARB before installing or removing any landscaping to determine if approval is required. Landscape changes deemed minor in nature by the ARB, such as those set forth on page 6 above, will not require prior approval.

No landscaping will be approved between sidewalk and the street. ARB approval is required for the use of landscape timbers, borders, or similar structures to be located in front yards or areas visible from the street, Railroad ties are prohibited.

Any ornamental or other item that could become a dangerous projectile in hurricane or high wind events must be stored indoors until the conclusion of the weather event.

Plant beds and trees visible from the street will be mulched with pine bark, cypress mulch, colored stone chips, or landscape rock. Stone chips are only permitted when used in conjunction with a rigid permanent landscape edging. Material shall be of a single color scheme and type throughout the landscaping for the Lot.

PATIOS

All patio construction requires ARB approval. Patios must be located in the rear yard behind the house. A durable construction material such as stone, brick, pavers, flagstone, concrete or similar material should be used for patios which are not covered. Aluminum covered patios are also permitted. Any adverse drainage requirements that might result from the construction of a patio should be considered and remedied. The use of a partially porous patio surface or the installation of mulch beds adjacent to the patio are ways to eliminate drainage concerns.

REAL ESTATE SIGNS

Per Article VIII, Section 9 of the Associations recorded Declaration, only one sign advertising a property for sale or rent may be displayed on a lot. Signs must not exceed six (6) square feet in area. Signs may only be placed in the front yard of the Residence. Only for sale signs in good condition are permitted. Signs that are significantly weathered, leaning or damaged, or otherwise in need of repair or maintenance are not permitted and must be replaced, repaired or removed.

Further, pursuant to Section Florida Statute 720.304(6), a homeowner may also display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the Residence.

RECREATION and PLAY EQUIPMENT

Supplemental to what is stated in Article VIII, Section 17 of the Association's Declaration, all recreation/play equipment shall comply with local requirements/codes for offsets from buildings and/or installation of safety features (e.g. fences, ground treatment, safety signage, etc.). Basketball Backboards may not be affixed to the Residence. Portable basketball goals, backboard and hoops, along with bicycles, skateboards or bicycle ramps and other portable play equipment must be taken inside the Residence or the Residence's garage at night. No court markings shall be painted, drawn or otherwise permanently affixed to the driveway or street playing surface.

SIDEWALKS, PATHWAYS, and PEDESTRIAN WALKWAYS

Sidewalks and pathways on a Lot require ARB approval. They should be installed flush to the ground, Only stone or brick pavers, or concrete shall be used. The scale, location, design and color should be compatible with the lot, Residence and surroundings. Sidewalks and pathways on a Lot may NOT be painted. Public

sidewalks must remain concrete and pavers are not permitted along the public sidewalks.

Pedestrian walkways / Pathways adjacent to driveways or buildings require ARB approval. These walkways/pathways shall not exceed 36" in width adjacent to paved concrete driveway or 48" in width adjacent to buildings. Walkways/pathways adjacent to driveways shall be restricted to pedestrian use only and shall not be utilized for vehicular parking. No existing pedestrian facility shall be modified without explicit prior approval by the ARB in writing.

SOLAR PANELS
Solar panels and solar collectors are permitted and require ARB approval. Solar panels and solar collectors must be installed in a manner that best minimizes their visibility from the street and from adjoining lots.

HURRICANE/STORM SHUTTERS & PROTECTIVE COVERINGS
No permanent hurricane shutters or similar protective covering for the windows and glass doors of a Residence on a Lot may be installed without ARB approval. Temporary shutters or coverings may be affixed to the house when wind events of greater than 50 mph are predicted and no sooner than 72 hours prior to a predicted approach of a storm. They must be removed and stored within 72 hours after the winds have subsided.

STORM DOORS/SCREEN DOORS
Storm doors are permitted, subject to the approval of the ARB, provided that the storm door color is single tone, matching the main entry door color per approved ARB exterior paint colors. If matching the inside door color is impractical or prohibitively expensive, then a standard neutral color (white, almond, sandstone, bronze) may be used. Storm doors shall be full-view with self-closing / anti-slamming (gentle close) door closer arms. Self-storing storm doors with retractable screens are permitted. Screen doors and/or storm doors with panels are prohibited.

SWIMMING POOLS
Supplemental to Article VIII, Section 19 of the Association's recorded Declaration, Temporary or semi-permanent above ground pools are not allowed. Only in-ground swimming pools are permitted. Pools must be located in the rear of the Property. They must be approved by the ARB.

All permanent swimming pools shall have security fencing or screen enclosures installed in accordance with existing jurisdictional codes. Screened enclosures must have ARB approval.

Pool construction shall be in accordance with all applicable governing agency regulations/codes.

SHEDS
Sheds, portable or permanently installed, require ARB approval. Permanently

installed sheds must comply with local government building code and permitting requirements. Sheds must not exceed eight (8) feet in height, from grade to peak, and footprint must not exceed one hundred twenty (120) square feet. Sheds must be installed behind a fence so that they are minimally visible from the street and from adjoining lots.

GRANDFATHER CLAUSE

Any change made to a homeowner's property, which has been approved by the Association and is properly documented prior to the adoption of the above guidelines, need not be modified according to the guidelines specified herein. Additionally, any improvements made by the original builder prior to the adoption of these guidelines are automatically grandfathered.

ENFORCEMENT PROCEDURES

Article XIII of the Association's recorded Declaration provides the authority for the BOD to establish these Standards and Guidelines. The following enforcement procedures will be used to ensure compliance. All procedures shall be documented in writing and stored/maintained within HOA official records.

1. A violation may be observed and reported in writing or by e-mail to the BOD by any Member of the Association. The BOD should acknowledge receipt of a reported violation within a reasonable time.

2. The alleged violation will be confirmed through a site visit by a member of the BOD and discussed with the resident in violation. The date, time, description, and any supporting evidence/documentation of the violation shall be provided by the Director who confirms the violation to the Secretary of the BOD for inclusion in HOA Official Records.

3. **First Notice of Violation:** Upon confirmation of a violation and discussion with the resident in violation, should the mater not be immediately addressed, the Director shall contact the homeowner by letter or e-mail, advising them of the violation and requesting appropriate action to remedy the violation.

4. **Second Notice of Violation:** If the violation is not remedied by thirty (30) days after the first notification (or if no substantial progress is made in curing the violation, where such remedy would require more than thirty (30) days) a second letter or e-mail will be sent to the homeowner in violation. This letter will provide notice that the violation must be remedied within fifteen (15) days from the sent date (USPS postmark or e-mail timestamp) of the letter, or alternatively that the homeowner must submit to the BOD a written plan, including timing, for the abatement of the violation within a reasonable period of time, where such violation cannot be cured within the fifteen (15) day period.

5. **Third Notice of Violation:** If the violation is not abated within fifteen (15) days from the sent date of the second letter described in number 4 above (or if progress is not being made to abate such violation in accordance with a plan agreed to by the

homeowner in violation and the BOD), the issue will be put on the agenda at the next BOD meeting for the BOD to decide whether to levy a fine as detailed in Article XIII, Section 3 of the Association's recorded Declaration, including a formal hearing whereby the homeowner will be provided the opportunity to address the BOD and present a defense as to why a violation fine should not be assessed. The BOD shall, by a majority vote, accept or reject the fine levied. Written notice of the BOD final decision should be sent via postal mail or e-mail to the homeowner not later than twenty-one (21) days after the hearing.

If the BOD decides to impose a fine, the fine shall not exceed one hundred dollars ($100.00) per day, per violation, until the violation is fully corrected. There is no cap on the aggregate amount of the fine. In addition to or in lieu of a fine the BOD may at any time, refer the matter to legal counsel for appropriate action as necessary to secure compliance with the Association's Governing Documents.

Notice Exceptions: The above procedures do not preclude the BOD from taking accelerated measures in the case of a violation which constitutes an emergency situation; provided the Board's action is consistent with the provisions of the Association's Governing Documents and Florida law. Likewise, the BOD may establish shorter notification periods for the correction of violations of the Standards and Guidelines where the homeowner shall not be disadvantaged by a shorter notification period for compliance. An emergency situation is defined as a situation where the health, safety, and/or security of a member of the public or members of the Association, property of the Association or the property of an Association Member (other than the Member in Violation) may reasonably be considered to be at risk by the continued allowance/delay of the non-corrected violation. Furthermore, if at any point in time during the notification process, the BOD receives a certified notification of Legal Representation for the homeowner (believed to be in violation), the BOD may elect to discontinue the enforcement procedures set forth herein, and provide all materials to a Legal Representative acting on behalf of the Association. Discontinuance of these enforcement procedures does not represent waiver of any rights or actions by the BOD, which are granted to the BOD through the Governing Documents of the Community. In the event that after discontinuance of these enforcement procedures (due to report/receipt of legal engagement by the resident and/or homeowner in violation) it becomes apparent that an Association Legal Representative is not required, these enforcement procedures may recommence at the same point at which they were previously discontinued.

LANDSCAPING and TREES

Lawns and landscaping shall be edged, regularly irrigated and kept in good, clean, neat and attractive condition. Lawns and landscaping shall be kept free of weeds or other unsightly growth, disease and lawn-destroying insects. Lawns and landscaping shall be kept free of refuse, litter or other unsightly objects. Diseased areas of the lawn that do not respond to herbicide, weed, fertilizer, or pesticide treatment shall be cleared of all dead growth and re-sodded. Irrigation/sprinkler systems shall be kept in good working order.

Living trees may not be removed without the prior approval of the BOD. Exceptions to this are trees that pose an imminent hazard to persons or property. Hazardous trees are those

that are uprooted and leaning or have large limbs or branches that are splintered or otherwise damaged resulting in debris that may fall without warning. Homeowners removing hazard trees without approval shall have written documentation and/or photographs of the hazard before removal. Trees approved for removal shall be cut at or ground down to grade level (on grade) or the stump should be ground down. No trees shall be removed except for diseased or dead trees and trees needing to be removed to promote the growth of other landscaping or for safety reasons, and such removal may be conditioned upon replacement of removed trees.

COMMON AREAS

Homeowners may not alter Common Areas in anyway, including but not limited to altering or removing landscaping, erecting permanent or temporary structures, or disturbing the earth or drainage from or to the Common Area without the express written permission of the ARB/BOD. Homeowners who alter the Common Area without written authorization shall be liable for the cost of restoring the Common Area to its pre-alteration condition. The following rules & regulations apply to all Common Areas

1. No activities constituting a nuisance shall be conducted upon or within any Common Area.

2. No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon or within any Common Area.

3. Nothing shall be stored, constructed within or removed from any Common Area other than by the Association, except with the prior written approval of the Board of Directors.

4. All Common Areas are for the benefit, use, and enjoyment of all Members of the Association and their guests. As required by Florida Statute and our Governing Documents, all Members are to be afforded access to all Common Areas through Public Rights of Way and/or access easements. No Member of the Association may unduly restrict (by means of physical obstruction, intimidation, threat of force, or otherwise) another Member of the Association from the utilization of a Common Area, Public Right of Way, or access easement. Notwithstanding the foregoing, the Association shall have the right to suspend the use rights of the Members, tenants, their family members and guests to the Common Areas as set forth in Section 720.305, Florida Statutes. Appendix A of the Association's legally recorded Declaration identifies all Common Areas, Public Rights of Way and Access Easements within our Community.

RETENTION POND USAGE

As a component of the surface water management system, the central Community retention pond is a "Common Area" and therefore shall be accessible to all Members of the Association, their family members and guests. Furthermore, access to this Common Area shall be maintained via the established access easements as indicated within Appendix A of the Association's recorded Declaration. Members shall utilize the established/designated means of access to this Common Area and prevent inadvertent trespassing on the private

property of lots located on the retention pond. Swimming is strictly prohibited within the retention pond.

REPAIR and MAINTENANCE

Homeowners are responsible for maintaining the exterior appearance of their Residence, landscaping, and other improvements on their lots in good order and repair. While it is difficult to provide all-encompassing criteria for what the Association deems as unacceptable conditions, the following cases represent some of the conditions that would be considered a violation:

- Peeling paint or noticeable cracking or damage of exterior surfaces on Residences
- Damaged or dented mailboxes or garage doors
- Fences and gates with leaning, broken, deteriorating or missing parts
- Recreation equipment or playhouses or other temporary structures with broken doors or in need of painting or other repairs
- Decks with missing or broken railing or parts
- Unkempt lawn and landscaping in need of mowing and pruning, edging, weeding or insect control or diseased, dying or dead plants
- Missing shutters, shingles, windowpanes or storm window parts, Residence numbers, bricks, siding, etc.
- Storage of play items, yard equipment, or other clutter in front or rear yards
- Mold/mildew on exterior walls, fascia, sidewalks, driveways, or garage doors.
- Extensive cracking of concrete in driveways and walkways

The exteriors of all structures, including, without limitation, walls, doors, windows, roofs and porticos, shall be kept in good maintenance and repair. In the event of fire, windstorm, extreme weather or other damage, the exterior of a structure shall not be permitted to remain in a damaged condition for longer than three (3) months, unless expressly accepted by the Board in writing. If not properly maintained and/or deemed as a safety hazard, the Board of Directors may make necessary repairs and bill the homeowner.

PETS and ANIMALS

No animals shall be raised, bred, or kept for livestock anywhere on or within the Property. The number of domesticated animals, i.e, dogs, cats, or caged birds (or any combination thereof) must not an exceed a reasonable number so as to become a nuisance. Pet waste is the responsibility of the owner/walker to pick up and properly dispose of. Pet waste should be stored in an appropriate closed container, out of public view. All county leash and other laws pertaining to pets/domesticated animals must be adhered to.

Book 9744 Page 1240
Instrument# 2020122311

SERANZA PARK

Digital Color Book

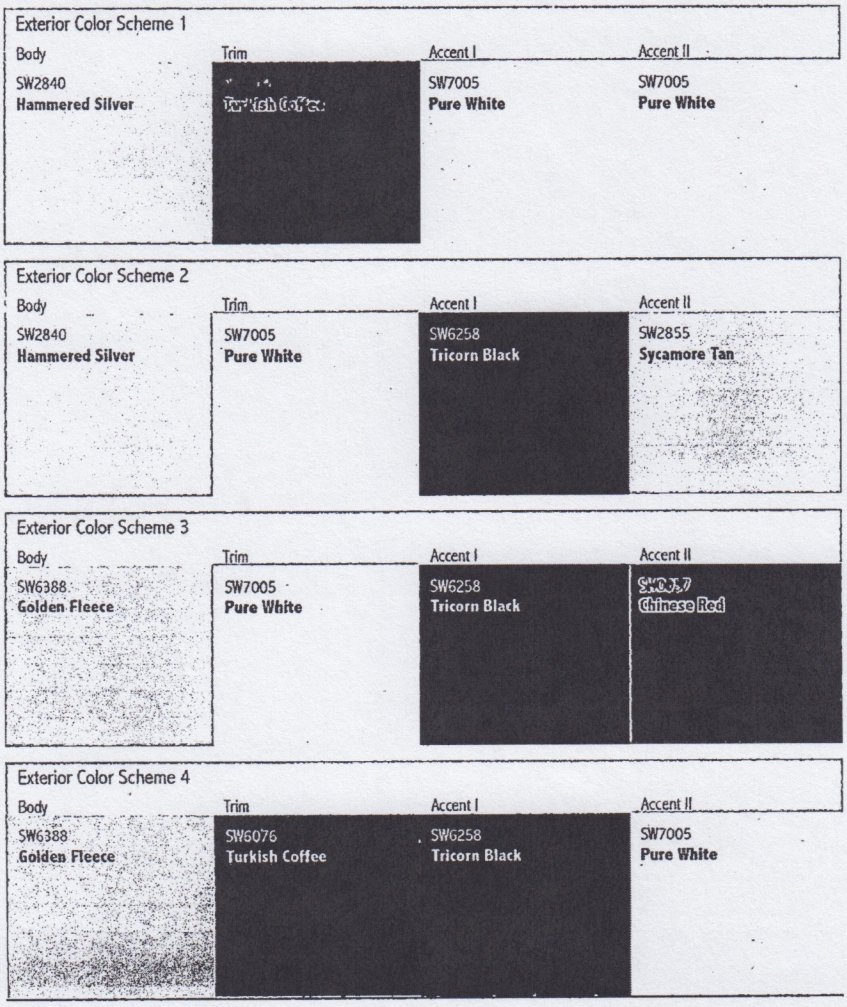
Sherwin Williams Color Schemes

Body: The body of the home involves the front, sides, back of the home and garage door. Homeowner also has the option of painting the garage door in Accent I, White or Gel Stain made to look like wood grain: cherry, oak, pine, etc.

Trim: The trim involves the horizontal and vertical elements of the home, such as door frames and window frames. Gutters, downspouts, and similar elements can be painted in the trim color to help them blend into the background.

Accent I: This accent involves the window shutters.

Accent II: This accent involves the front door. Homeowner also has the option of painting the front door in Accent I, White, Black or Gel Stain.



Exterior Color Scheme 5

Body	Trim	Accent I	Accent II
SW2832 **Colonial Revival Gray**	SW7005 **Pure White**	SW6258 **Tricorn Black**	

Exterior Color Scheme 6

Body	Trim	Accent I	Accent II
SW6205 **Comfort Gray**	SW7005 **Pure White**	SW6258 **Tricorn Black**	

Exterior Color Scheme 7

Body	Trim	Accent I	Accent II
SW9126 **Honed Soapstone**	SW7005 **Pure White**	SW6258 **Tricorn Black**	SW9176 **Dress Blues**

Exterior Color Scheme 8

Body	Trim	Accent I	Accent II
SW7684 **Concord Buff**	SW7005 **Pure White**	SW6258 **Tricorn Black**	SW0048 **Bunglehouse Blues**

Exterior Color Scheme 9

Body	Trim	Accent I	Accent II
SW6205 **Comfort Gray**	SW7005 **Pure White**	SW6258 **Tricorn Black**	HGSW3391 **Oceanic Trench**

Exterior Color Scheme 10

Body	Trim	Accent I	Accent II
SW9088 **Utaupeia**	SW7647 **Crushed Ice**	SW0072 **Deep Maroon**	SW2704 **Merlot**

EXHIBIT "F"

ARCHITECTURAL REVIEW REQUEST RULES & PROCEDURES

Architectural Review

In accordance with Article VII, Section 1 of the Seranza Park Homeowners Association, LLC of Seminole County, FL Covenants, Conditions, and Restrictions, which states that planning criteria should be "adopted and revised from time to time by the Architectural Review Board (the 'ARB')," and that said criteria "shall be written and made available to all builders in the Property and to all Owners or prospective Owners," and in accordance with Article IX, Section 3 of the recorded CCR, which instructs that "Reasonable rules and regulations may be promulgated by the Board, after notice and hearing, as to the use and enjoyment of the Property and shall be observed by the Owners and occupants thereof," the Association has developed, ratified, and recorded the following process for consideration of an architectural request by any Association member:

1. The Association Board shall serve as the standing ARB

2. Should an architectural review proposal be submitted by a sitting member of the Association Board, another member of the Association shall be enlisted to review that request in said Board member's place.

3. Selection of the alternate to the ARB in the event of what is described above in item #2 will be on a simple clockwise rotation of the Association membership by street address (see articulation, below). Should that selection turn to another sitting member of the Association Board, that address will be skipped in lieu of the next.

4. If the ARB gives initial approval of the proposal by majority vote, the request will then be forwarded by the Association Board President to the full Association membership for review and a period of comment. Should the Board President be the member submitting the proposal in question, the Board Secretary will be responsible for forwarding the request to Association membership. During said period of comment, Association members may share concerns or objections with the President (or Secretary).

5. If, by the end of the period of comment, objections are communicated by two (2) or fewer households in the Association, the request will be approved.

6. If, by the end of the period of comment, more than two (2) households in the Association communicate objections, the proposal will be submitted to the full Association membership for a vote.

7. If submitted to a vote by the full Association membership, the proposal shall be approved or denied by majority vote.

8. Once a final determination is made on the proposal in question, the Association President (or Secretary), on behalf of the Association Board shall give written notice to the member that submitted the request. Said notice will also be recorded in the shared files accessible to all Association members.

9. Work on projects approved through architectural review must commence within thirty (30) days of receipt of notice of approval, save for exigent circumstances. Failure to do so will void approval of the project and the Association member will be required to submit a new request before commencing work. In the case of exigent circumstances that preclude work from commencing within the thirty (30) days following notice of approval, the Association member may request an extension from the Association Board. The Board will consider the request and make a decision, notifying the requestor and Association membership in writing and recording said decision in the Association's shared files. If the Association Board made use of an alternate member in the initial consideration of said request, that same member should serve to consider this request for extension.

Rotation of assignment of alternate member to ARB (re: item #3 above)

1st instance:	1324	6th instance:	1315
2nd instance:	1320	7th instance:	1319
3rd instance:	1316	8th instance:	1323
4th instance:	1312	9th instance:	1327
5th instance:	1311	10th instance*:	1331

* NOTE: all numbers listed in the above rotation refer to street addresses on Fountain Hills Court, Winter Park, FL 32792.

** After an Association member residing in 1331 serves as an alternate, the rotation will return to the first and begin anew.

EXHIBIT "G"

ARCHITECTURAL REVIEW REQUEST APPLICATION

Seranza Park Homeowners Association of Seminole County, Florida, Inc.

[Exhibit G]
Architectural Review Board Application

Date _____ Homeowner's Name _____

Property Address _____

Home Phone _____ Cell Phone _____ Email Address _____

In accordance with the Declaration of Covenants, Conditions, and Restrictions and the Association's Rules and Regulations, installation must conform to this approval and the Association's Guidelines.

I hereby request consent to make the following changes, alterations, renovations, improvements, and/or additions to my/our property.

- ☐ Fence
- ☐ Exterior Color
- ☐ Landscaping
- ☐ Lawn Ornament
- ☐ Lawn Replacement
- ☐ Patio
- ☐ Screened Enclosure
- ☐ Satellite Dish
- ☐ Other_____

Description of Proposed Project and estimated timeline for completion:

APPLICATION INSTRUCTIONS:

- ☐ Fully describe the nature and details of your proposed project in the space provided immediately above
- ☐ Attach a copy of a property survey or comparable diagram that clearly illustrates the location, shape, and dimensions of the proposed change(s), alteration(s), renovation(s), or addition(s)
- ☐ Attach a drawing, diagram, or plan(s) for the work to be done that includes a listing of materials to be used
- ☐ Attach color sample(s), if applicable

NOTE: Applications submitted without all required documentation listed above, including survey/diagram, diagram, color sample(s), etc., will be considered incomplete, resulting in a delayed decision in the project's approval or denial. Incomplete applications will be returned to the applicant with a statement of deficiencies that must be remedied in order to be considered for review.

www.seranzapark.com

I HEREBY UNDERSTAND AND AGREE TO THE FOLLOWING CONDITIONS:

1. No work is to begin on a project until written (e-mail is acceptable) approval is received from the BOD. Work must commence within thirty (30) days of the project's date of approval and must be completed within the timeframe articulated above. In the event that circumstances beyond control make either of these unlikely or impossible, a request for extension must be made directly with the BOD. Otherwise, the project approval will be considered expired and must be resubmitted.
2. All work should be done expeditiously once commenced and will be done in a good workmanlike manner. All work must be done in a manner that will minimize interference and inconvenience to other residents and must comply with the approved specifications and any other conditions of Architectural Review Board approval.
3. The applicant assumes all liability and will be responsible for any and all damages to other lots and/or common area or injury, which may result from performance of this work.
4. The applicant is responsible for the conduct of all persons, agents, contractors, subcontractors, and employees who are connected with this work.
5. The applicant is responsible for complying with and will comply with, all applicable federal, state, and local laws, codes, regulations, and requirements in connection with this work. The applicant must obtain required governmental permits and approval for the work.
6. A decision by the ARB may take up to thirty (30) days. Applicants will be notified in writing/via e-mail when their application is either approved or denied.
7. Any construction site should be kept free of trash and excess construction debris.

ALL HOMEOWNERS ARE RESPONSIBLE FOR ABIDING BY ALL ASSOCIATION RULES AND GUIDELINES WHEN MAKING ANY EXTERIOR MODIFICATIONS.

Signature(s) of Homeowner(s) _____ Date: _____

PLEASE DO NOT WRITE BELOW THIS LINE

This application is hereby **( ) Approved** **( ) Not Approved**

ARB Signature: _____ **Date:** _____

Comments:

Date Received from Homeowner(s): ___/___/___ **Date of Response to Owner:** ___/___/___