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**THIS INSTRUMENT PREPARED BY/RETURN TO:**

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DC,Gloria R. Hayward,Sumter County Page 1 of 42 B:2791 P:617

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**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
OXFORD OAKS**

**THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR OXFORD OAKS** (the **"Declaration"**) is made on June 2, 2014, by **MID FLORIDA PROPERTIES, L.L.C.**, a Florida limited liability company (Mid Florida Properties, L.L.C., and its successor and assigns, is hereinafter referred to as the **"Declarant"**).

**RECITALS**

A. Declarant is the sole owner in fee simple of certain real property located in Sumter County, Florida, platted as Oxford Oaks Phase 1, as per plat thereof (the **"Plat"**) recorded in Plat Book 15, at Pages 25 through 25A-D, Public Records of Sumter County, Florida (the **"Property"**).

B. Declarant desires to provide for the preservation of values and maintenance of certain common facilities in the Property, and so desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof.

C. Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Property to create a homeowners' association to which shall be delegated and assigned the powers of maintaining and administering certain common properties and common facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created, and thus Declarant has caused to be incorporated under the laws of the State of Florida, a not for profit corporation called Oxford Oaks Property Owners Association, Inc. (the **"Association"**) to exercise the aforesaid functions.

**NOW, THEREFORE**, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, shall be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE 1. DEFINITIONS

**Section 1.1** “**Architectural Review Board**” or “**ARB**” shall mean the Declarant or the committee created pursuant to Article 7, Section 7.1 of the Declaration.

**Section 1.2** “**Articles**” shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida (a true copy of which is attached hereto as *Exhibit “A”*), including any amendments thereto.

**Section 1.3** “**Assessments**” shall mean any of the types of Assessments defined below in this Section.

**1.3.1** “**Common Assessment**” shall mean a charge against each Owner and his Homesite, representing a portion of the expenses of operating, maintaining, repairing, improving and replacing the Common Areas, including, but not limited to, managing, operating, and maintaining the Surface Water or Storm Water Management System. Maintenance of the Surface Water or Storm Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or storm water management capabilities permitted by the Southwest Florida Water Management District.

**1.3.2** “**Special Assessment**” shall mean a charge against one or more Owners and their Homesites equal to the cost incurred by the Association in connection with the enforcement of this Declaration against such Owner(s) for such Owner(s)' failure to duly perform their obligations hereunder.

**1.3.3** “**Reconstruction Assessment**” shall mean a charge against each Owner and his Homesite representing a portion of the cost incurred by the Association for reconstruction of any portion or portions of the improvements located on the Common Areas or any portion or portions of the Surface Water or Storm Water Management System.

**1.3.4** “**Capital Improvement Assessment**” shall mean a charge against each Owner and his Homesite representing a portion of the cost incurred by the Association for installation or construction of any Improvements on any portion of the Common Area which the Association may from time to time authorize.

**Section 1.4** “**Association**” shall mean and refer to Oxford Oaks Property Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

**Section 1.5** “**Board**” or “**Board of Directors**” shall mean the Board of Directors of the Association.

**Section 1.6** “**Bylaws**” shall mean the Bylaws of the Association adopted by the Board (a copy of which is attached hereto as *Exhibit “B”*) including any amendments thereto.

**Section 1.7** “**City**” shall mean the City of Wildwood, in the State of Florida.

**Section 1.8** “**Common Areas**” shall mean and refer to those areas of land within the Property which are intended to be used and enjoyed by all Owners of Homesites, which include without limitation, entry areas, entry gates, and sign islands; drainage retention areas; the Surface Water or Storm Water Management System; recreational areas, parks, postal facilities, and appurtenant parking areas; lands owned by or conveyed to the Association; and all improvements

now or hereafter constructed thereon, including, without limitation, walkways, paths, utilities, lighting systems, signage, structures, gates, access systems, recreational facilities, and landscaping; and together with all other improvements which are specifically described herein to be maintained by the Association. All personal property and real property, including easements, licenses, leaseholds, or other real property interests, owned by the Association or maintained by the Association for the common use and enjoyment of the Owners or third parties, are to be devoted to and intended for the common use and enjoyment of the Members of the Association, their families, guests, and persons occupying "*Homes*" on a guest or tenant basis, and third parties or other entities having a legal right to use the same, to the extent authorized by this Declaration or by the Board of Directors.

**Section 1.9 "Common Expenses"** shall mean the actual and estimated costs of ownership, maintenance, management, operation, insurance, repair, reconstruction and replacement of the Common Areas (including unpaid Special Assessments and including those costs not paid by the Owner responsible for the payment); any costs incurred in exercising the rights of the Association granted in Article 6; the costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees, agents or independent contractors; the costs of all utilities, landscaping, irrigating, gardening, and other services benefitting the Common Areas; the costs of fire, casualty and liability insurance, Worker's Compensation insurance, and other insurance covering or connected with the Common Areas; costs of bonding the officers, agents, and employees of the Association; costs of errors and omissions liability insurance for officers, employees and agents of the Association; taxes paid by the Association, including real property taxes for the Common Areas; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Areas or any portion thereof; and the costs of any other item or items so designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Common Areas or for the benefit of the Owners.

**Section 1.10 "County"** shall mean the County of Sumter, in the State of Florida.

**Section 1.11 "Declarant"** shall mean and refer to Mid Florida Properties, L.L.C., a Florida Limited Liability Company.

**Section 1.12 "Declaration"** shall mean and refer to this Declaration of Covenants and Restrictions for Oxford Oaks and any amendments and supplements thereto.

**Section 1.13 "Developer's Agreement"** shall mean that Developer's Agreement, dated October 14, 2013, between The City of Wildwood, Florida, and Mid Florida Properties, LLC, recorded in Official Records Book 2688, Page 709, Public Records of Sumter County, Florida, and as amended from time to time.

**Section 1.14 "Front Yard"** shall mean the portion of each Homesite described by drawing a line through the centerpoint of any Home, which line runs parallel to the road or road right of way adjacent to the Homesite. The Front Yard shall be the portion of the Homesite on the side of the line so drawn lying nearest the road or road right-of-way. The Front Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be all portions of the yard not included within the definition of Rear Yard. In the case of any dispute as to the location of the Front Yard as defined

herein the determination of the ARB shall be controlling and final.

**Section 1.15 "Home"** shall mean and refer to a detached single-family residential unit constructed on a Homesite for which a Certificate of Occupancy has been issued by the applicable governmental authorities.

**Section 1.16 "Homesite"** shall mean and refer to any plot of land shown upon the plat of Oxford Oaks Phase 1 and designated as a numbered Homesite, and shall also include any plot of land shown upon any plat and designated as a numbered Homesite on property which is subsequently made subject to the terms of this Declaration in accordance with the provisions of Article 3, Section 3.2 hereof.

**Section 1.17 "Member"** shall mean and refer to the Declarant and any Owner.

**Section 1.18 "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any "*Homesite*"; however, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

**Section 1.19 "Plat"** shall mean and refer to the subdivision of Oxford Oaks Phase 1, as more particularly described in Recital A of this Declaration.

**Section 1.20 "Planned Development Ordinance"** shall mean that City of Wildwood Ordinance No. 2013-24, dated September 24, 2013, affecting the Property, and as amended from time to time.

**Section 1.21 "Property"** shall mean and refer to the property platted as Oxford Oaks Phase 1, as per the Plat, as well as any other real property subjected to the Declaration pursuant to Article 3, Section 3.2 hereof.

**Section 1.22 "Rear Yard"** shall mean the portion of each Homesite described by drawing a line through the center-point of any Home, which line runs parallel to the road or road right-of-way adjacent to the Homesite. The Rear Yard shall be the portion of the Homesite on the side of the line so drawn lying furthest from the road or road right-of-way. The Rear Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be the portion of the Homesite lying behind both of the two lines drawn as set forth herein. In the case of any dispute as to the location of the Rear Yard as defined herein the determination of the ARB shall be controlling and final.

**Section 1.23 "Side Yard"** shall mean the portions of each Homesite described by drawing a line through the point of the Home which extends the furthest into the Front Yard, which line runs parallel to the road or road right-of-way adjacent to the Homesite, and by drawing a line through the point of the Home that extends the furthest into the Rear Yard, which lines runs parallel to the line previously described. The Side Yard or Side Yards shall be all portions of the Homesite, exclusive of the Home, lying between the two lines so described. In the case of any dispute as to the location of the Side Yard or Side Yards as defined herein, the determination of the ARB shall be controlling and final.

**Section 1.24 "Surface Water or Storm Water Management System"** shall mean and refer to a system, temporary or permanent, 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, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to the provisions of Chapters 62-330 of the Florida Administrative Code, as the same may be from time to time amended, supplemented, or replaced by other provisions of Florida law.

## **ARTICLE 2. USE RESTRICTIONS**

**Section 2.1 Use Restrictions.** The use restrictions contained in this Article shall apply uniformly to all Homesites and Homes on the Property except that, unless specifically set forth herein to the contrary, they shall not apply to the activities of the Association or the Declarant within the Common Areas or easements, including construction of improvements by the Declarant or the Association other than Homes.

**Section 2.2 Residential Use Only.** No Homesite shall be used for any purpose except for residential. The term "*residential*" is intended to prohibit any commercial or institutional use, including professional office use of any portion of any Homesite or Home. No building shall be erected, altered, placed or permitted to remain on any Homesite other than Homes designated for residential use, with attached private garages. The foregoing shall not prohibit the Declarant, or contractors approved by Declarant, from using Homes as models or offices. No mobile homes shall be permitted on the Property.

**Section 2.3 Minimum Square Footage, Roof Pitch.** Homes erected on Homesites 1 through 90 shall contain at least 1,050 square feet of living area. Homes erected on Homesites 91 through 134, and 146 through 218, shall contain at least 1,240 square feet of living area. Homes erected on Homesites 135 through 145, and 219 through 260 shall contain at least 2,300 square feet of living area. Living area must be heated and cooled and exclude garages, open porches, decks, and atriums, whether or not heated and cooled. The minimum roof pitch for Homes located on Homesites 1 through 90 shall be 4" in 12". The minimum roof pitch for Homes located on Homesites 91 through 134, and 146 through 218 shall be 6" in 12". The minimum roof pitch for Homes located on Homesites 135 through 145, and 219 through 260 shall be 6" in 12".

**Section 2.4 Subdivision - Multi Units.** Only one Home may be erected on each Homesite. No Homesite may be subdivided.

**Section 2.5 No Temporary or Accessory Structures.** No portable, storage, temporary or accessory buildings, sheds or structures, or tents, shall be erected, constructed or located upon any Homesite for storage or otherwise; provided, however that this prohibition shall not apply to shelters used by the Declarant or a licensed contractor during the construction of any Home.

**Section 2.6 Livestock and Animal Restrictions.** No animal shall be kept or maintained on any Homesite except conventional household pets (dogs, cats, birds or fish) and only in such number as not to constitute a hazard, nuisance or annoyance to the Owners of adjoining Homesites. Without limiting the foregoing, horses, cattle, pigs, and chickens are not allowed. The Association shall have the exclusive authority to determine whether the number and manner of keeping

conventional household pets constitutes a hazard, nuisance, or annoyance to the Owner of adjacent Homesites. Such permitted animals shall be kept on the Owner's Homesite and shall not be allowed off the premises of the Owner's Homesite except under restraint and in the company of the Owner, a member of the Owner's family, or servant. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

**Section 2.7 Restriction on Activity.** No noxious or offensive activity shall be conducted or permitted to exist upon any Homesite or in any Home, nor shall anything be done or permitted to exist on any Homesite or in any Home that may be or may become an annoyance or private or public nuisance. No Homesite, driveway, or Common Area shall be used for purposes of vehicle repair or maintenance. This restriction shall not apply to activities conducted by the Declarant in the construction, sale or maintenance of improvements upon the Property.

**Section 2.8 Restrictions on Walls and Fences; Hedges.** Except for the Perimeter Fence (defined in Section 2.38 below), no wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any Homesite; provided however, fences located in the Rear Yard and Side Yard shall be permitted only if (a) the design, materials and appearance of such fence(s) are uniform with that of the dominant portion of the Perimeter Fence originally constructed by Declarant, (b) the fence(s) are six feet (6') in height, and (c) the Owner receives prior written approval of the ARB as to the specific location of the fence(s) (it being Declarant's intent that, generally, the ARB shall only approve fences that extend from the side walls of the Home to the Side Yard Homesite lines, then travel from the Side Yard Homesite lines to the Rear Yard Homesite line, and converge along the Rear Yard Homesite line). No wall or fence may be painted or altered in appearance from that required by this Section. All walls and fences must be maintained and repaired in good condition, and all hedges must be neatly trimmed. Failure to do so shall be a Non-Monetary Default pursuant to Section 6.2, and in addition, the Association shall have the same rights to maintain such improvements as applicable to Homes and set forth in Section 2.15.

**Section 2.9 Garages.** Each Home shall have an attached garage designed for storage of at least two (2) automobiles. Garages must be maintained operational for the storage of automobiles, boats, and other motor vehicles. Garage doors shall be opaque and remain closed except when in actual use to allow ingress and egress into the garage.

**Section 2.10 Insect Control; Fire Control; Trash Removal.** In order to implement effective insect, reptile, rodent, and fire control, the Association and its agents shall have the right, but not the duty, to enter upon any Homesite, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Homesite or Home without such entrance and removal being deemed a trespass. The provisions in this section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Homesite nor to provide garbage or trash removal services. The costs incurred by the Association in exercising its right under this Section shall

constitute a Special Assessment against the Owner of the Homesite or Home and shall in every respect constitute a lien on the Homesite or Home as would any other assessment by the Association. No such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken with ten (10) days the Association will exercise its right to enter the Property pursuant to this Section.

**Section 2.11 Clothes Lines.** No exterior clothes lines or drying areas shall be permitted except removable clothes lines or drying areas which shall be erected only during daylight hours, and only in the Rear Yard of any Homesite.

**Section 2.12 Exterior Antennas, etc.** No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Homesite or Home thereon, except that satellite dishes of less than eighteen (18) inches in diameter may be installed on Homes only if such dishes are mounted to those portions of the Home directly facing the Side Yard or the Rear Yard of the Homesite.

**Section 2.13 Exterior Paint.** The only color paints that may be used on the exterior of any Home are (a) the same dominant color of exterior paint used in the original construction of the Home; or (b) any other original dominant paint color used on any Home constructed within the Property, provided that at the time of repainting, neither Home immediately adjacent to the Home being painted is painted with that same dominant color. The Declarant shall provide to the Association a complete list of dominant paint colors used on the original construction of Homes.

**Section 2.14 Signs.** No commercial sign or other sign shall be erected or maintained on any Homesite or Home within public view except as may be required by legal proceedings. Such prohibition shall apply to commercial real estate signs advertising a particular Homesite or Home for sale or for rent, except that a single commercial real estate sign, not exceeding 24" x 24", and advertising the Homesite or Home as "For Sale" or "For Rent" may be placed and displayed from within or affixed to the window of any Home. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Homesite or Home.

**Section 2.15 Exterior Maintenance.** Each individual Owner shall have the responsibility to maintain the exterior of their respective Home. Failure to maintain the exterior of the Home in reasonable condition, as determined by the ARB shall constitute a Non-Monetary Default pursuant to Section 6.2, entitling the Association to levy a fine. In addition to the foregoing, the Association shall have the right, but not the duty, to provide maintenance to any exterior areas visible from the roads or adjacent Homesites, including repairs to walls and roofs, painting, landscaping, and lawn maintenance. The Association shall have the right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after ten (10) days written notice to an Owner of a Home to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Association in performing repairs and maintenance under this Section shall be paid for by the Owner. If the Owner fails to pay, then the Association shall have the right to impose a Special Assessment against said Owner to pay for the cost of repairs and replacements. Such Assessment shall in every respect constitute a lien on the Homesite or Home as would any other Assessments by the Association. The Association shall have the right to enter upon any Homesite



or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Association or its agent shall not be deemed a trespass. No such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Association will exercise its right to enter the Property pursuant to this Section.

**Section 2.16 Allowable Trim and Decoration.** No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, without the prior written consent of the ARB, and the ARB shall only grant approval therefor if such improvements are consistent in design and color of the applicable Home. All other outside decorations and ornaments, whether affixed to the Home or placed elsewhere on the Homesite, are prohibited. This restriction shall not apply to holiday decorations from two weeks prior to the holiday to which the decorations are related until one week after said holiday, nor shall apply to any holiday decorations from the period commencing on Thanksgiving and extending until January 10<sup>th</sup> of the following year. Notwithstanding the foregoing, the ARB may prohibit or restrict decorations which it determines, in its sole discretion, create a hardship on, or nuisance to, neighboring property, or otherwise interferes with the quiet and peaceful enjoyment by any other Owner of that Owner's Homesite. This restriction shall also not apply to a single flag pole which may not, however, extend higher than 22', and if flying the American flag, must be lighted pursuant to those reasonable guidelines adopted from time to time by the ARB.

**Section 2.17 Window Tinting.** No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the ARB.

**Section 2.18 Unit Air Conditioners.** No air conditioning units may be mounted to windows or walls unless the location, method of installation and appearance has been approved in writing by the ARB. It is the intention of this provision to authorize the ARB to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds. All other air conditioning units shall be located in the Rear Yard or Side Yard and shall be effectively screened by plant matter or opaque fencing approved by the ARB.

**Section 2.19 Interior Maintenance.** Each individual Owner shall have the responsibility to maintain the interior of their respective Home in such fashion so as not to create a health or safety hazard to adjoining Homes or to create a nuisance.

**Section 2.20 Tree Removal Restrictions.** Owner shall ensure compliance with all applicable City of Wildwood tree ordinances prior to removing trees.

**Section 2.21 Vehicles.** No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle, shall be parked or maintained on any Homesite or public right-of-way, except in an enclosed garage.

**Section 2.22 Construction on Homesites.** All exterior construction and landscaping of any Home shall be completed before any person may occupy the same. All construction on any Home shall be completed within twelve (12) months from the issuance of the building permit for that Home. All construction on any Homesite shall be at that Homesite Owner's risk and that Homesite Owner shall be responsible for any damage to Common Areas, utilities, public rights-of-way,



sidewalks, or curbing resulting from construction on such Homesite. Repairs of construction damage must be made within thirty (30) days.

**Section 2.23 Recreational Equipment.** All recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, shall be located in the Rear Yard. Any other recreational equipment shall be kept within the Home except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the Home.

**Section 2.24 Grassed Areas and Yards.** All sodded areas shall be serviced by an in ground irrigation system. The Owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Homesite in a neat, clean, orderly and healthy condition. Each Owner shall also maintain all sodded areas between the Owner's Homesite and the pavement of any adjacent paved street. The lawn shall be comprised of grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. All areas of the yard that are not landscaped must be sodded. All grass shall be of a type approved by the ARB. Sodded areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. Owners may expand the size of, and create additional landscaped areas only upon prior written consent of the ARB. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, or vegetation shall be permitted outside the Home, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Home. All shrubbery shall be regularly trimmed, fertilized, watered, and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The Owner's maintenance and care obligations as set forth herein shall apply to all portions of the Homesite including any easements located on or adjacent thereto, including front, side, and rear road and utility easements. Without limiting the foregoing, the Owners of Homesites 27-28 shall each maintain and mow that sodded area that extends from the front of their Front Yards to the centerline of the adjacent right of way.

**Section 2.25 Vacant Homesites.** The grassy areas of any vacant Homesites shall be kept regularly mowed and trimmed, and all areas of vacant Homesites shall be kept free of trash, debris, and unsightly or noxious weeds or underbrush. The Association shall have the right, but not the duty, to provide such maintenance to vacant Homesites, after ten (10) days notice to the Owner of a vacant Homesite to perform such maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Association in performing maintenance under this Section shall be paid by the Owner.

**Section 2.26 Pools; Spas.** No above-ground pools are permitted within the Property. Above ground spas are permitted within the Property. All in-ground pools and spas shall include a paved patio extending from the Home and completely surrounding the pool and spa and shall be located in the Rear Yard. All pool and spa enclosures, including screening, must be approved by the ARB.

**Section 2.27 Compliance With Planned Development Ordinance and Developer's Agreement.** No Homesite or Home may, at any time, be used in a way contrary to, or which would create a violation of any terms contained in the Planned Development Ordinance or Developer's Agreement, as amended from time to time.

**Section 2.28 Storage.** No items may be stored on a Homesite outside a Home or approved building including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment. All tools, supplies, mowers, and equipment, including garden hoses and sprinklers, shall be stored by an Owner out of view, except when in use.

**Section 2.29 Household Garbage and Yard Trash.** To the extent not provided by the City or County, the Association shall be responsible for selecting a garbage franchisee who will be contracted on an annual basis or subject to annual review with an annual termination provision for unsatisfactory service. If garbage and trash collection is not provided by the City or County, the Association will contract with a single garbage franchisee to service the Property and each Home must use and pay for garbage services provided by the garbage franchisee selected by the Association or must personally transport trash and garbage to a landfill or garbage box. So long as the Association has contracted with a garbage franchisee, no Homesite Owner may use any other third party garbage franchisee to haul garbage or trash from that Owner's Homesite, except for the removal of lawn waste by a tree removal or landscaping service. No Homesite or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied, and kept in covered sanitary containers in the garage, or at the rear of the Home out of sight from the street within an approved fenced area. Unless otherwise required by City of Wildwood regulations, on those days and only on those days when garbage pickup or trash pickup are made at the Homesite, the Owners shall place their garbage (bagged and tied) on their Homesite and adjacent to the street for pickup not earlier than sundown prior to the day of pickup. All receptacles will be removed from the curbside no later than sundown of the day of pickup. In the event trash or garbage must be collected from a receptacle servicing more than one Homesite to meet the requirements of a collection company or agency, all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle. In no event shall trash or garbage be placed outside the receptacle. Nothing contained herein shall prohibit the Declarant, or any builder of a Home, from maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this section, on a Homesite or on the Properties during construction of improvements to the Properties or construction of a Home.

**Section 2.30 Containers and Fuel Tanks.** All garbage and trash containers, bottled gas tanks, water softeners, and other similar tanks and containers shall be located in the garage or, subject to approval of the ARB, in the Rear Yard or a Side Yard adjacent to the Home. Any such garbage or trash containers, bottled gas tanks, water softeners, and other similar containers located in the Rear Yard or Side Yard shall be located adjacent to the Home and, except for portable gas tanks typically used in connection with a propane grill, shall be installed underground or within an

area screened by a wall, hedge, landscaping or fence which is not visible from any street or adjoining property.

**Section 2.31 Gardens and Prohibited Plants.** Vegetable gardens may be grown only in the Rear Yard and shall be limited to an area which shall be approved in advance by the ARB. The cultivation and maintenance of poisonous and illegal plants is prohibited.

**Section 2.32 Lighting.** All exterior lighting on any Homesite or Home must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Properties except the Homesite upon which the lighting is erected. The ARB shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by the Declarant, the Association, or any governmental entity.

**Section 2.33 Driveways.** All driveways shall be constructed of concrete, and shall extend from the pavement of a street adjacent to the Homesite to the garage constructed on the Homesite. Driveways may be painted and designed with stamped concrete or pavers, provided that the design of the painting, stamped concrete, and pavers shall be harmonious with the design and color of the Home, and no murals, depictions, sayings, or other non-geometric designs shall be permitted. The ARB shall have final discretion to determine whether driveway improvements are in compliance with this Section, and any Owner, prior to making any such improvements, shall first obtain the written approval of the ARB. No Owner or other person shall extend any street or road, or create any street or road upon its Homesite, and no Homesite may be used as ingress and egress to any other property.

**Section 2.34 Mail boxes.** No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an Owner.

**Section 2.35 Leases.** All leases of a Home shall be restricted to residential use. All leases shall be in writing and shall provide that the Declarant shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. A copy of any such lease shall be delivered to the Association upon request. Each lease shall contain the following provision:

The lessee hereby acknowledges that this lease is subject to the *Declaration of Covenants and Restrictions for Oxford Oaks*, that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorneys fees.

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee, guest, or licensee of a Home occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than three months. The Declarant shall have the right to collect attorneys fees against any occupant or tenant and the owner of the Home in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this section.

**Section 2.36 Water and Sewer Systems.** Each Homesite will be serviced by a central water and sewer system. Septic systems, and private potable water or irrigation wells are prohibited.

**Section 2.37 Water Management District Compliance.** The Declarant shall initially construct any drainage swale required by the Southwest Florida Water Management District in accordance with approved Surface Water or Storm Water Management System permit on each Homesite for the purpose of managing and containing the flow of excess surface water. Each Owner of a Homesite shall thereafter be responsible for the maintenance, operation, and repair of the systems located on its portions of the Homesite, including any modifications required by the water management district after initial construction of the same. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the systems to provide drainage, water storage, conveyance or other storm water management capabilities as permitted by the Southwest Florida Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in drainage swales is prohibited. No alteration of drainage swales shall be authorized and any damage to any drainage swales, whether caused by natural or human induced phenomena, shall be repaired and the drainage swales returned to its former condition as soon as possible by the Owner of the Homesite upon which the drainage swale is located.

**Section 2.38 Maintenance of Perimeter Fence and Perimeter Landscape Buffer.**

(A) **Maintenance of Perimeter Fence.** To ensure that the exterior boundaries and Common Areas of the Property are presented in a well-maintained, uniform manner, and in order to protect the property values of all Homesites located therein, Declarant may, but shall not be obligated to, construct a fence or wall, or any combination thereof, along portions of the exterior boundaries of the Property, and Tracts C, D, G, and I as depicted on the Plat (collectively, the "**Perimeter Fence**"). Portions of the Perimeter Fence may be located on Homesites, but within easements described in Article 3 below. In the event Declarant elects to construct any portion of the Perimeter Fence, then the Association shall be obligated to maintain, in good condition, the structural integrity and (i) for those portions of the Perimeter Fence lying between a Homesite and a Common Area of public right-of-way, then the exterior faces thereof (i.e., the faces of the Perimeter Fence facing away from any adjacent Homesites), and (ii) for those portions of the Perimeter Fence not lying immediately adjacent to or upon any Homesite, then both faces thereof, and the cost to do so shall be a Common Expense. No Owner may paint, modify, alter, attach any object to, damage, or otherwise affect any portion of the Perimeter Fence, and Owners whose Homesites are adjacent to any portion of the Perimeter Fence shall pressure wash, when necessary, and clean the interior faces thereof (i.e., the faces of the Perimeter Fence facing towards the adjacent Homesite). Within thirty (30) days after Declarant finishes construction of the Perimeter Fence, the Declarant shall deliver to the Association a fence plan detailing specifically which fences or walls are to be deemed portions of the Perimeter Fence, and said plan shall be conclusive.

(B) **Maintenance of Perimeter Landscape Buffer.** The Owners of Homesites 1 through 15 shall install and maintain a perimeter landscape buffer along the west boundary of such Homesites. The Owners of Homesites 15 through 18, 27, 28, 121 through 134, and 240 through 246 shall install and maintain a perimeter landscape buffer along the south boundary of such Homesites.

The Owners of Homesites 246 through 257 shall install and maintain a perimeter landscape buffer along the east boundary of such Homesites. The foregoing landscape buffers are referred to collectively as the "**Perimeter Landscape Buffer**". Failure of any Owner to maintain, trim, and irrigate that portion of the Perimeter Landscape Buffer located on its Homesite in good condition, as determined by the ARB or as required by the Planned Development Ordinance, shall constitute a Non-Monetary Default pursuant to Section 6.2, entitling the Association to levy a fine. For the purposes of the foregoing sentence, "good condition" shall mean that such maintenance will at all times be sufficient to comply with those provisions of the Planned Development Ordinance relating thereto. In addition to the foregoing, the Association shall have the right, but not the duty, to provide maintenance to any such areas, including removing dead landscaping and replanting similar landscaping. The Association shall have the right to perform such reasonable maintenance in its sole discretion, after ten (10) days written notice to an Owner of a Home to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Association in performing repairs and maintenance under this Section shall be paid for by the Owner. If the Owner fails to pay, then the Association shall have the right to impose a Special Assessment against said Owner to pay for the cost of repairs and replacements. Such Assessment shall in every respect constitute a lien on the Homesite or Home as would any other Assessments by the Association. The Association shall have the right to enter upon any Homesite subject to the Perimeter Landscape Buffer for the purpose of providing maintenance as provided in this Section, and any such entry by the Association or its agent shall not be deemed a trespass. No such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days, the Association will exercise its right to enter the Property pursuant to this Section.

**Section 2.39 Restrictions on Use of Common Areas.** Common Areas shall only be used for the purposes for which they are intended (i.e., parking areas for parking, playgrounds for playing, retention areas for water retention and fishing, etc.). The Association may promulgate reasonable rules and regulations governing use of the Common Areas from time to time, and the same shall be binding upon Owners. Notwithstanding the foregoing however, Owners acknowledge that the drainage retention areas located within Common Areas may or may not retain water, and no representation is made that such areas will at any time retain water. To the extent water is retained within the drainage retention area located in Tract D, as shown on the Plat, then the following additional restrictions shall apply: Except from open space Common Areas located generally between Homesites 139-142, and 198-200, and between Homesites 205 and 206, there shall be no ingress or egress along the boundary of Tract D for fishing purposes, however, Owners whose Homesites are adjacent to Tract D may fish from the rear of their Homesites. No vessels of any kind may be launched on any water retained on Tract D (including but not limited to boats and canoes).

**ARTICLE 3.**  
**PROPERTY SUBJECT TO THIS DECLARATION;**  
**ANNEXATIONS; PROPERTY RIGHTS**

**Section 3.1    The Property.** The Property as heretofore defined and any improvements now or hereinafter constructed thereon, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

**Section 3.2    Annexation.** Additional land adjacent to the Property may be annexed to the Property by the Declarant without the consent of the Owners, provided the annexation does not change the general nature or character of the subdivision. Upon annexation of said additional land, the Owners of Homesites within the land so annexed for all intents and purposes shall be deemed to be Members of the Association in accordance with the provisions of this Declaration, with the right to use the Common Areas identified herein, or identified within the supplemental declaration referred to hereafter, upon the same terms and conditions as initial Members of the Association. The Owners of the Homesites shall be subject to its rules, regulations, Articles and Bylaws in the same manner and with the same effect as the original Owners, and shall have the same rights and obligations granted by this Declaration as the original Owners, except as may be specifically set forth in such supplemental declaration. When land is annexed, the Declarant shall file a supplemental declaration in the Public Records of the County, which supplemental declaration shall reference this Declaration and shall contain the legal description of the land annexed.

**Section 3.3    Owner's Easements of Enjoyment.** Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Homesite subject to the following provisions:

**3.3.1** any limitations or conditions set forth in the deed, grant of easement, license, this Declaration, or other conveyance or agreement creating the right of the Association in and to that portion of the Common Areas, or creating the right of third parties in and to that portion of the Common Areas; and

**3.3.2** the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless an instrument, signed by Members representing a majority of the votes of the membership, agreeing to such dedication or transfer has been recorded.

**Section 3.4    Easement for Access and Drainage.** The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Storm Water 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 Homesite which is a part of the Surface Water or Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Storm Water Management System as required by the Southwest Florida Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Storm Water Management System. No

person shall alter the drainage flow of the Surface Water or Storm Water Management System, including buffer areas or swales, without the prior written approval of Southwest Florida Water Management District.

**Section 3.5 Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the Owner's respective Homesite.

**Section 3.6 Construction and Sales.** There is hereby reserved to the Declarant, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Homesites), easements over the Common Areas, if any, for construction, utilities lines, display, maintenance, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Homesites within the Property and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Homesites.

**Section 3.7 Common Area Utility Easements.** To the extent that permits, licenses and easements over, upon or under the Common Areas are necessary to provide utility services and roads to the Property, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, each Owner and his heirs, successors and assigns, do hereby designate and appoint the Declarant (and the Association, upon termination or conversion of the Class B membership) as his agent and attorneys-in-fact with full power in his name, place and stead, to execute instruments creating, granting or modifying utility easements over the Common Areas; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas, if any.

**Section 3.8 Easements Over Homesites.** Easements and rights of way are hereby (a) reserved by Declarant for the construction, installation, and maintenance of utilities such as electric lines, sanitary sewer, storm drainage, water lines, cable, telephone, and other utilities, together with rights of ingress and egress necessary for the full utilization thereof, and (b) granted to the Association for the construction, installation, and maintenance of any portion of the Perimeter Fence located on such Homesites. Such easements shall be confined to a seven and one-half (7 ½) foot width along the Rear Yard Homesite lines, ten (10) feet along the Front Yard Homesite lines, and five (5) feet along the Side Yard Homesite lines, and further, all such utilities and facilities in the easement along the Front Yard Homesite line shall be flush with, or below grade; provided however, the foregoing restriction shall not prohibit above grade utilities and facilities in those areas of the Front Yard easement that are also burdened by the Side Yard easement created in this Section 3.8.

#### **ARTICLE 4.**

#### **MEMBERSHIP AND VOTING RIGHTS**

**Section 4.1 Membership in Association.** Every Owner of a Homesite which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Homesite which is subject to assessment.



**Section 4.2 Voting Rights in Association.** The Association shall have two (2) classes of Voting Membership.

**Class A.** Class A Members shall be all Owners, with the exception of, until conversion from Class B Membership, the Declarant, and shall be entitled to one vote for each Homesite owned. When more than one person holds an interest in any Homesite, all such persons shall be Members. The vote for such Homesite shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Homesite.

**Class B.** The Class B Member shall be the Declarant who shall be entitled to four (4) votes for each Homesite owned. The Class B Membership shall cease and be converted to Class A Membership three (3) months after ninety percent (90%) of all Homesites in all phases of the Property that will ultimately be operated by the Association have been conveyed to Owners other than the Declarant. At such time the Class B Member shall be deemed a Class A Member entitled to one (1) vote for each Homesite in which they hold the interest required for Membership under Article 4, Section 4.1.

## ARTICLE 5. COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 5.1 Creation of the Lien and Personal Obligation for Assessments.** The Declarant for each Homesite within the Property, hereby covenants, and each Owner of any Homesite by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay Assessments to the Association, such Assessments to be established and collected as hereinafter provided. The Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Homesite and shall be a continuing lien upon the Homesite against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Homesite at the time the Assessment fell due.

**Section 5.2 Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property, and for the improvement and maintenance of the Common Areas including, but not limited to, the Surface Water and Storm Water Management System (except for those portions for which Owners are responsible pursuant to Section 2.37 hereof) and for enforcement of the Declaration, and for performance of all obligations of the Declarant as Owner of the Property, and the Association.

**Section 5.3 Maintenance.** The Association shall maintain the Common Areas, and shall assume all of Declarant's responsibility to the County, the City, its governmental and quasi-governmental subdivisions, and similar entities of any kind with respect to the Common Areas or the Property including, but not limited to, roads and water distribution systems, or any Surface Water or Storm Water Management System, and shall indemnify and hold Declarant harmless with respect thereto. Nothing contained herein shall obligate the Association, or otherwise make it responsible for, initial construction of improvements required by the County or the City.

**Section 5.4 Fixing Common Assessment.** The Board of Directors of the Association shall be authorized to assess the Members in such amount as they shall determine necessary:

**5.4.1** to maintain, repair, improve, reconstruct and replace the Common Areas and any Surface Water or Storm Water Management System, operate the Association, perform other maintenance, repairs, or services authorized or permitted by the Declaration, including performance of all obligations of the Declarant as the Owner of the Property, or the Association;

**5.4.2** to provide for the maintenance of improvements, including, but not limited to, irrigation systems and landscaping lying within public or private rights-of-way;

**5.4.3** to install such safety devices and signs as the Board of Directors shall approve along any streets or walkways;

**5.4.4** to provide for the installation, maintenance, repair, improvement and replacement of all improvements located within the easements granted to the Association in Article 3; and

**5.4.5** to otherwise achieve those purposes set forth in Section 5.2 above, as determined to be necessary or advisable by the Board of Directors, and to provide funds necessary to pay all Common Expenses.

The Common Assessment shall be allocated among the Owners, including the Declarant, on the basis of Homesites held by each Owner as a portion of the total of Homesites held by all Owners. Notwithstanding the foregoing, for so long as Declarant is a Class B Member, the Declarant shall have the option, in its sole discretion, to (i) pay Assessments on the Homesites owned by it, or (ii) not to pay Assessments on any Homesites and in lieu thereof to fund any resulting deficit in the Association's operating expenses not produced by Assessments receivable from Owners other than the Declarant. The deficit to be paid under option (ii), above, shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Association (including, without limitation, Assessments, interest, late charges, fines, rent and incidental income) and any surplus carried forward from the preceding year(s). The Declarant may from time to time change the option stated above under which the Declarant is making payments to the Association by written notice to such effect to the Association. When all Homesites within the Property are sold and conveyed to purchasers, other than the Declarant, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments, deficits or contributions.

The Common Assessment, determined and allocated as set forth above, shall be fixed at such times, and shall be payable in such installments, as the Board may approve.

**Section 5.5 Assessments for Capital Improvements.** In addition to the Common Assessment authorized above, the Association may levy, in any assessment year, an Assessment applicable to that year for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, or within the easements granted to the Association in Article 3, including fixtures and personal property related thereto. Any such Assessment shall have the assent of a majority of the votes of the membership who are voting in person or by proxy at a meeting duly called for this purpose.

Notwithstanding the foregoing, the levy of any Assessment pursuant to this provision which would exceed, for each Owner, the total amount of the prior year's Common Assessment, will require a majority vote of all Non-Declarant Owners.

**Section 5.6 Notice and Quorum for any Action Authorized under Sections 5.4 and 5.5.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.4 and 5.5 shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty percent (30 %) of the votes of the membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be twenty-five percent (25%) of the votes of the membership. The Association may call as many such subsequent meetings as necessary to obtain an authorized quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting, without written notice.

**Section 5.7 Uniform Rate of Assessment.** The Common Assessment, and any Reconstruction Assessment and Capital Improvement Assessment, must be fixed at a uniform rate for all Homesites, except as to undeveloped Homesites owned by the Declarant pursuant to Section 5.4 above, and may be collected on a monthly, semi-annual, quarterly or annual basis as determined by the Board of Directors.

**Section 5.8 Date of Commencement of Assessments; Due Dates.** The Assessments provided for in this Article shall commence as to all Homesites on the first day of the month immediately following the conveyance of the Common Area or the conveyance of the first Homesite to an Owner other than Declarant, whichever shall occur first. The First Common Assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the Common Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Homesite have been paid. A properly executed certificate of the Association as to the status of Assessments on a Homesite is binding upon the Association as to third parties as of the date of its issuance.

## **ARTICLE 6. COLLECTION OF ASSESSMENTS**

### **Section 6.1 Monetary Defaults and Collection of Assessments.**

**6.1.1 Late Fees and Interest.** If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten (10%) percent of the amount of the Assessment, or Ten (\$10.00) Dollars, whichever is greater, plus interest at the highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association.

**6.1.2 Acceleration of Assessments.** If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay to the Association Assessments for the next twelve (12) month period, based upon the then existing amount and frequency of assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the Common Assessments, for all Special Assessments, and for all other Assessments payable to the Association.

**6.1.3 Lien for Assessments.** The Association has a lien on each Homesite for unpaid Assessments owed to the Association by the Owner of such Homesite, and for late fees and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessments or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a lien in the public records in the County, stating the legal description of the Homesite, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other monies owed to the Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by Jaw. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

**6.1.4 Collection and Foreclosure.** The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, or foreclosure of the Association's lien, including reasonable attorneys' fees and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.

**6.1.5 Subordination of Lien.** The lien of the Association for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage of record held by an institutional lender. An institutional lender shall refer to any bank, bank holding company, trust company, or subsidiary thereof, savings and loans association, savings bank, federal national mortgage association, insurance company, union pension fund, mortgage company, an agency of the United States government, or the Declarant. Any person who obtains title to a Homesite pursuant to the foreclosure of a first mortgage of record held by an institutional lender, or any Mortgagee who accepts a deed to a Homesite in lieu of foreclosure of the first mortgage of record held by an institutional lender shall not be liable for any Assessments or for other monies owed to the Association which are chargeable to the former Owner of the Homesite and which became due prior

to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid Assessments or other monies are Common Expenses collectable from all of the Owners, including such acquirer and his successors and assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments as may be assessed to the Owner's Homesite. Any person who acquires a Homesite, except through foreclosure of a first mortgage of record or acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid Assessments and other monies due and owing by the former Owner to the Association.

**6.1.6 Unpaid Assessments Certificate.** Within fifteen (15) days after written request by any Owner or any Mortgagee holding or making a mortgage encumbering any Homesite, the Association shall provide the Owner or Mortgagee a written certificate as to whether or not the Owner of the Homesite is in default with respect to the payment of Assessments or with respect to compliance with the terms and provisions of this Declaration, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any Homesite shall be protected thereby.

**6.1.7 Application of Payments.** Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the Association incidental to the collection of Assessments and other monies owed to the Association by the Owner or for the enforcement of its lien; next towards interest on any Assessments or other monies due to the Association, as provided herein; and next towards any unpaid Assessments owed to the Association in the inverse order that such Assessments were due.

**Section 6.2 Non-Monetary Defaults.** In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests, or invitees, (other than the non-payment of any Assessment or other monies) of any of the provisions of this Declaration, the Articles, the Bylaws or the rules and regulations of the Association, the Association shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within fourteen (14) days after such written notice, or if the violation is not capable of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within fourteen (14) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option take any one or all of the following actions:

**6.2.1** Impose a fine against the Owner or tenant as provided in Section 6.3 of this Article;

**6.2.2** Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;

**6.2.3** Commence an action to recover damages; and

**6.2.4** Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten (10%) percent of such expenses, and all expenses incurred by the Association in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be assessed against the applicable Owner as a Special Assessment and shall be due upon written demand by the Association. The Association shall have a lien for any such Special Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such Special Assessment, and the Association may take such action to collect such Special Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the Public Records of the County.

**Section 6.3 Fines.** The amount of any fine shall be determined by the Board, and shall not exceed any maximum amount established by the Florida Statutes. For continuing violations each day the violation is in existence may be considered a separate violation. In such event, the fine may be levied on the basis of each day of the continuing violation, with a single notice and opportunity for hearing. Unless provided for in the Florida Statutes there shall be no cap on the aggregate amount of any fine for a continuing violation. Any fine shall be imposed by written notice to the Owner or tenant, signed by an officer of the Association, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the Owner or tenant has the right to contest the fine by delivering written notice to the Association within fourteen (14) days after receipt of the notice imposing the fine. If the Owner or tenant timely and properly objects to the fine, the Board shall appoint a committee of at least three (3) Members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or the sister of an officer, director or employee of the Association, to conduct a hearing within thirty (30) days after receipt of the Owner's or tenant's objection, and shall give the Owner or tenant not less than fourteen (14) days' written notice of the hearing date. At the hearing, the committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The Owner or tenant shall have the right to attend the hearing and to produce evidence on its behalf. The committee shall ratify, reduce or eliminate the fine and shall give the Owner or tenant written notice of its decision. Any fine shall be due and payable within fourteen (14) days after written notice of the imposition of the fine, or if a hearing is timely requested within fourteen (14) days after written notice of the committee's decision. Any fine levied against an Owner shall be deemed a Special Assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of Assessments shall be applicable. If any fine is levied against a tenant and is not paid within fourteen (14) days after same is due, the Association shall have the right to evict the tenant pursuant to Section 6.6 of this Article.

**Section 6.4 Negligence.** An Owner shall be liable and may be assessed by the Association for the expense of any maintenance, repairs or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a Homesite or Home or the Common Areas.

**Section 6.5 Responsibility of an Owner for Occupants, Tenants, Guests and Invitees.** Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Home, and for all employees, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws, by any resident of any Home, or any guest or invitee of an Owner or of any resident of a Home shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

**Section 6.6 Right of Association to Evict Tenants, Occupants, Guests, and Invitees.** With respect to any tenant or any person present in any Home or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him in the Home, if such person shall materially violate any provision of this Declaration, the Articles or the Bylaws, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association such person shall be required to immediately leave the Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner as a Special Assessment, and the Association may collect such Special Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

**Section 6.7 No Waiver.** The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, or condition in the future.

**Section 6.8 Rights Cumulative.** All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of this Declaration, the Articles or the Bylaws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.



**Section 6.9    Enforcement By or Against other Persons.** In addition to the foregoing, this Declaration may be enforced by Declarant or the Association, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

## ARTICLE 7. ARCHITECTURAL REVIEW

**Section 7.1    Composition of Architectural Review Board.** The Declarant, acting in its own name or Declarant's appointed agent, shall constitute the Architectural Review Board (referred to herein as "ARB"). At such time as Declarant in its sole and absolute discretion shall determine, Declarant may, in lieu of continuing to serve as the ARB, transfer the authority to serve in that capacity to the Association. At such time Declarant in its sole and absolute discretion transfers such authority to the Association, the Association shall create a committee which shall thenceforth be and constitute the ARB. The Board of Directors may appoint itself to serve as this committee.

**Section 7.2    Scope of Review.** No buildings, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Property without the prior written consent of the ARB; provided however that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the provisions of this Article 7. Nothing contained herein shall require that the ARB approve improvements of the interior structures which improvements are not visible or apparent from the exterior of the structure. The ARB's approval shall include, but not be limited to, assuring that the improvements comply with individual Homesite grading guidelines established by the ARB.

**Section 7.3    Submission of Plans.** Prior to the initiation of construction upon any Homesite, the Owner thereof shall first submit to the ARB any information deemed reasonably necessary by the ARB for the performance of its function. Such information may or may not include a complete set of plans and specifications for the proposed improvement, including site plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, approximate ground floor elevation in relation to the existing (natural) grade, and specifications of materials and exterior colors. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and a projected commencement and completion date. As a precondition of approval of any plans and specifications or other materials submitted to it, the ARB

may assess a reasonable fee, including a fee for initial review and approval and for inspections of construction to assure compliance with the approved plans and specifications and other materials.

**Section 7.4 Plan Review.** Upon receipt by the ARB of all of the information required by this Article 7, the ARB shall have thirty (30) days in which to review said plans. The proposed improvements will be approved if, in the reasonable opinion of the ARB (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; (iv) the individual or company intended to perform the work is acceptable to the ARB; and (v) the improvements will be substantially completed, including all cleanup, within twelve (12) months of issuance of a building permit. The ARB's approval shall include, but not be limited to, assuring that the improvements comply with individual Homesite grading guidelines established by the ARB. In the event that the ARB fails to issue its written approval within 30 days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ARB's approval shall be deemed to have been granted without further action.

**Section 7.5 Contingent Approval.** In the exercise of its sole discretion the ARB may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans.

**Section 7.6 Maintenance.** All buildings, fences, walls, outbuildings, landscaping, or other structures or improvements approved by the ARB shall be maintained in accordance with the Plans submitted to the ARB, and in good condition as determined by the ARB. Without limiting the foregoing, all landscaping shall be maintained in a healthy condition. Any failure to maintain any such buildings, fence, wall, outbuilding, landscaping, or other structures or improvements in accordance with the approval obtained from the ARB, and in reasonable condition as determined by the ARB, shall constitute a Non-Monetary Default hereunder pursuant to Section 6.2, entitling the Association to pursue the remedies set forth therein.

**Section 7.7 Non-Conforming Structures.** If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 7 to the same extent as if erected without prior approval of the ARB. The Association, ARB or any Owner may maintain an action at law or in equity for the removal or correction of the nonconforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

**Section 7.8 Immunity of ARB Members.** No individual member of the ARB shall have any personal liability to any Owner or any other person for the acts or omissions of the ARB if such acts or omissions were committed in good faith and without malice. The Association shall defend any action brought against the ARB or any member thereof arising from acts or omissions of the ARB committed in good faith and without malice. Any approval given by the ARB, whether written, spoken, or implied, shall not constitute or imply compliance with this Declaration or any governmental regulations.

**Section 7.9 Address for Notice.** Requests for approval or correspondence with the ARB shall be and mailed or delivered to the principal office of the Declarant at that address, or such other

address as may be designated from time to time by the ARB and the Declarant. No correspondence or request for approval shall be deemed to have been received until actually received by the ARB in form satisfactory to the same.

**Section 7.10 Variances.** The ARB may authorize variances in compliance with the architectural provisions, and all of the use restrictions, of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Any variance granted for the use restriction set forth herein must, before becoming effective, be approved by a two-thirds (2/3) vote of the Membership of the Association. Such variances must be evidenced in writing. If such variances are granted in writing and approved in writing by the ARB, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms or provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variances, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises including, but not limited to, zoning ordinances and setback requirements and requirements imposed by any governmental or municipal authority.

**Section 7.11 Attorneys Fees and Costs.** For all purposes necessary to enforce or construe this Article, the ARB and the Declarant, shall be entitled to collect reasonable attorneys fees, costs and other expenses from the Owner whether or not judicial proceedings are involved. If such fees, costs or expenses are not paid by the Owner to the Declarant within fifteen (15) days of Declarant providing to Owner a written notice thereof, the Declarant may levy a special assessment in the amount of said fees, costs, and expenses against such Owner which special assessment shall constitute a lien on the Owner's Homesite pursuant to Section 6.1 and shall be collectible as set forth in this Declaration.

## **ARTICLE 8.**

### **EASEMENT RESERVED TO DECLARANT**

**Section 8.1 Easement over Common Areas.** For so long as Declarant is the Owner of any Homesite, the Declarant hereby reserves unto itself, the right to grant easements over, upon, under and across all Common Areas, including, but not limited to, the right to use the said Common Areas to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations, lift stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

**ARTICLE 9.**  
**COVENANTS AGAINST PARTITION AND**  
**SEPARATE TRANSFER OF MEMBERSHIP RIGHTS**

Recognizing that the full use and enjoyment of any Homesite is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Homesites, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Homesite. Any conveyance or transfer of a Homesite shall include the right to use and enjoyment of the Common Areas appurtenant to such Homesite subject to reasonable rules and regulations promulgated by the Association for such use and employment, whether or not such rights shall have been described or referred to in the deed by which said Homesite is conveyed. The Declarant shall convey the Declarant's interest in the Common Areas to the Association.

**ARTICLE 10.**  
**AMENDMENTS TO DECLARATION**

**Section 10.1 General Amendments.** This Declaration may be amended by Declarant, without the consent of any other Owner, at any time prior to the date that is three (3) months after 90% of the Homesites in all phases of the Property have been conveyed to non-Declarant members, and after such time, then this Declaration may be amended by the affirmative vote or written consent of the Members having not less than two-thirds (2/3) of the votes of the Membership. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant without the prior written consent of the Declarant. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee.

**Section 10.2 Additional Requirements for Amendments.** Any amendment to this Declaration which alters the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have the prior written approval of the Southwest Florida Water Management District, notwithstanding any other provisions contained herein.

**ARTICLE 11.**  
**SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM**

**Section 11.1 Responsibility for Surface Water or Storm Water Management System.** Except for the obligations of Owners set forth in Section 2.37 hereof, the Association shall be

responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the Southwest Florida Water Management District. The Association, its successors and assigns, shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted, or as modified, or as approved by the Southwest Florida Water Management District.

**Section 11.2 Enforcement.** The Southwest Florida Water Management District shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System.

## ARTICLE 12. GENERAL PROVISIONS

**Section 12.1 Parties Who May Seek Enforcement.** If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of the Bylaws, Articles of Incorporation, or any rules and regulations of the Association, it shall be lawful for Declarant, the Association, and any Owner (a) to initiate proceedings for the recovery of damages against those so violating or attempting to violate any such provisions or (b) to maintain proceedings in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all such violations or attempted violations or seeking any other legal or equitable relief available. Should any such party be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the Declarant or the Association against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of an Assessment or Fine including, but not limited to, a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant or the Association to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereof. Notwithstanding the foregoing, the Southwest Florida Water Management District shall have the right to enforce, by proceeding in law or equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System.

**Section 12.2 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 12.3 Duration.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than sixty-five percent (65%) of the Members and by Mortgagees holding first mortgages on not less than fifty percent (50%) of the Homesites. Any revocation must be recorded.

**Section 12.4 Right of Association to Merge.** The Association retains the right to merge with any other property owners' association. This right shall be exercised by the recordation of an amendment to this Declaration recorded among the Public Records of the County, which amendment shall set forth a legal description of the Property to which this Declaration, as amended shall apply. The amendment shall further have attached to it a resolution of this Association and the property owners' association with which a merger is to take place, and such resolution shall be certified by the Association Secretary thereof and shall state:

**12.4.1** That a meeting of the Association was held in accordance with its Bylaws.

**12.4.2** That a two-thirds (2/3) vote of the Membership approve the merger.

The foregoing certificates, when attached to the amendment, shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

**Section 12.5 Transfer of Assets to Local Government.** The Association may, upon a two-thirds (2/3) vote of the Members, transfer all assets of the Association, including Common Areas, to the local government having jurisdiction over the same. Any such transfer may require that conditions of the local government entity be met prior to said transfer, including conversion of Association property to standards and conditions required by the local government.

**Section 12.6 Litigation.** In any litigation arising out of, or relating to, this Declaration, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

DATED this 2<sup>nd</sup> day of June, 2014.

WITNESSES:

Vicki C. Varnon  
Print Name: Vicki C. Varnon

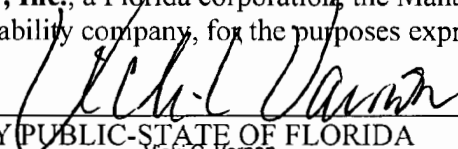
Laci Wenk  
Print Name: Laci Wenk

**MID FLORIDA PROPERTIES, L.L.C.,**  
a Florida limited liability company

BY: **LBCV, Inc.,** a Florida corporation,  
its Manager  
By: Martin L. Dzuro  
Print Name: Martin L. Dzuro  
Title: Vice President

**STATE OF FLORIDA  
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, 2014, by Martin L. Dzuro, as Vice President of and on behalf of LBCV, Inc., a Florida corporation, the Manager of Mid Florida Properties, L.L.C., a Florida limited liability company, for the purposes expressed herein, and who is personally known to me.

  
\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA  
Vicki C. Varnon

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

Serial/Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

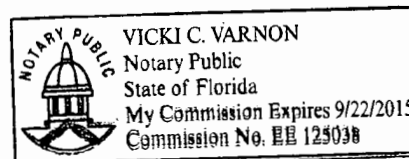




EXHIBIT "A"

**ARTICLES OF INCORPORATION  
OF  
OXFORD OAKS PROPERTY OWNERS ASSOCIATION, INC.**

In compliance with the requirements of the laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit under Chapter 617, *Florida Statutes*, 2013, as amended, and do hereby certify:

**ARTICLE 1.**

**Name**

The name of the Corporation is Oxford Oaks Property Owners Association, Inc., hereinafter called the "*Association*" and whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162.

**ARTICLE 2.**

**Registered Agent**

The name of the Registered Agent is Erick D. Langenbrunner, Esq. and the Registered Office is McLin Burnsed, PA, 1028 Lake Sumter Landing, The Villages, Florida 32162.

**ARTICLE 3.**

**Definitions**

All definitions in the Declaration of Covenants and Restrictions for Oxford Oaks (the foregoing Declaration of Covenants and Restrictions for Oxford Oaks, as amended and supplemented from time to time, is hereinafter referred to collectively as the "*Declaration*") to which a copy of the Articles are attached as *Exhibit "A"*, are incorporated herein by reference and made a part hereof.

**ARTICLE 4.**

**Purpose and Definitions**

**Section 4.1** **Purpose.** The primary purpose of this Association is to create an entity to provide a forum for discussion and communication among the Owners of the Property and to facilitate and assure the proper maintenance and operation of the Common Areas of the Property.

**Section 4.2** **Nonprofit Character of Association.** The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members. The Association shall make no distributions of income to its Members, Directors or Officers.

**ARTICLE 5.**

**Powers**

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association including the following:

**Section 5.1** To exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as recorded in the Public Records of Sumter County, Florida.

**Section 5.2** To establish, collect, and disburse assessments to be used for the maintenance and upkeep of the Common Areas.

**Section 5.3** To own, manage, operate, maintain, repair, convey, and improve the Common Areas or any property owned by another third party for which the Association by rule, regulation, Declaration or contract has a right or duty to provide such services. The Association shall operate, maintain, and manage the Surface Water or Storm Water Management Systems in a manner consistent with the Southwest Florida Water Management District requirements and applicable district rules, and shall assist in the enforcement of the Declaration which relate to the Surface Water or Storm Water Management System.

#### **ARTICLE 6.** **Membership**

The Declarant and every Owner of a Lot as defined in the Declaration shall be a Member of the Association. Except for the Declarant, membership shall be appurtenant to and may not be separated from ownership of any Lot. All Members agree to be bound by the terms and provisions of these Articles of Incorporation and such Bylaws and operating procedures as may be promulgated by the Association from time to time.

#### **ARTICLE 7.** **Voting Rights**

The voting rights in the Association shall be as follows:

**Section 7.1** The Declarant, until three months after ninety percent (90%) of the Lots within the Property have been sold, shall be entitled to four (4) votes for each Lot owned.

**Section 7.2** Each Owner of a Lot shall be entitled to one (1) vote for each Lot owned. When one or more persons holds an interest in any Lot, all such persons shall be members of the Association, but in no event shall more than one vote be cast with respect to any single Lot. In the event all of the Owners of a Lot cannot agree on any vote, no vote shall be cast for such Lot; provided, however, that the Association may conclusively rely on the vote cast by any of the Owners of a Lot as being authorized by all such Owners unless the Association has been notified in writing to the contrary by one or more such Owners.

**Section 7.3** Three (3) months after ninety percent (90%) of all the Lots in all phases of the Property have been conveyed to Owners other than the Declarant, the number of votes to which the Declarant is entitled shall be reduced to one (1) vote per Lot owned by the Declarant.

#### **ARTICLE 8.** **Board of Directors.**

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three nor more than five persons who need not be Members of the Association. The first Board shall consist of three Directors. Thereafter, the number of Directors may be increased to a maximum of five by a majority vote of the Board of Directors.

The first election of Directors shall be held between twelve (12) months and fifteen (15) months after the filing of the Articles of Incorporation with the Secretary of State. Three Directors shall be elected at this first election, each for a term of one year. At each annual meeting thereafter, for so long as the Declarant has four votes for each Lot owned pursuant to Section 7.1 above, the number of Directors equal to that of those whose terms have expired shall be elected for a one year term. At the annual meeting following the reduction in the

Declarant's voting rights to one vote per Lot owned by Declarant pursuant to Section 7.3 above, the number of Directors equal to those who have terms that have expired shall be elected for staggered terms determined by the Board of Directors. For example, one Director for a one year term, one Director for a two year term, and one Director for a three year term. At each annual meeting thereafter the number of Directors equal to that of those whose terms have expired shall be elected, each for a 3 year term. At the expiration of any term, any Director may be re-elected. The Directors shall be elected by the vote of a majority of the Members entitled to vote thereon at a meeting at which a quorum of the Members are present.

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Martin L. Dzuro	1020 Lake Sumter Landing, The Villages, FL 32162
Robert Hoopfer, Jr.	1021 Lake Sumter Landing, The Villages, FL 32162
Christina Robbins	1021 Lake Sumter Landing, The Villages, FL 32162

At any time a Lot in the Property is owned by Declarant (or its specific assignee of the right granted herein) the Declarant shall be entitled to appoint one (1) member of the Board of Directors, the balance of the Board of Directors to be elected as noted above.

#### **ARTICLE 9.**

##### **Assessments**

The Directors are required to establish a Common Assessment to be levied against each Lot sufficient to maintain, extend or improve the Common Areas and any other areas which are maintained or partially maintained by the Association, any Surface Water or Storm Water Management Systems located within the Property, or otherwise necessary to pay Common Expenses. The Directors shall notify any Owner of the amount of the then Common Assessment upon written request, along with an explanation for the determination of the Common Assessment in such detail as the Directors determine. The amount of the Common Assessment may be changed by the Directors as frequently as deemed necessary by them to assure that the amount of the Common Assessment is sufficient to pay all Common Expenses or otherwise satisfy all obligations of the Association. The Assessment so established may be levied and collected annually, quarterly or monthly, either in arrears or in advance, at the sole discretion of the Directors.

The Directors may, in their complete and sole discretion, propose a Special Assessment against the Lots for one time and/or extraordinary expenses associated with the maintenance, extension or improvement of the Common Areas of the Property. The Directors shall give each Member notification of the proposed Special Assessment, and the time and location for the meeting of the Directors and Members for consideration of the Special Assessment (which shall be in Sumter County, Florida) not less than fourteen (14) or greater than sixty (60) days prior to the scheduled special meeting of the Members. At the special meeting the Special Assessment (or any revised Special Assessment provided that the total amount is not greater than the proposed Special Assessment sent with the notice of the meeting) may be adopted by an affirmative vote of at least sixty percent (60%) of the votes then entitled to be cast.

The Directors shall establish a separate account for the deposit of all funds collected pursuant to this Article, and shall not place any other funds, regardless of source, in said account. All funds so deposited shall be disbursed only for improvements to, and extensions or maintenance of, the Common Areas within the Property, costs and expenses of operating and maintaining the Association, or for purposes otherwise authorized by the Declaration, or the Board of Directors. The Directors shall keep separate records of all assessments made and collected pursuant to this Article, and all the monies deposited into, and disbursed from the account referred to above, and shall make said records available, at reasonable hours and in a reasonable manner, to any Member of the Association requesting access to same.

The Assessments collected by the Association in accordance with the provisions of this Article shall also be used, to the extent required, for the maintenance and repair of the Surface Water or Storm Water Management Systems, including but not limited to work within retention areas, drainage structures and drainage easements.

#### **ARTICLE 10.**

##### **Dissolution**

In the event of the dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be used for such similar purposes. Notwithstanding any other provisions contained within this Article, the Association may be dissolved only as provided in the Declaration, the Bylaws of the Association, and the laws of the State of Florida. In the event of the termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Storm Water Management Systems located within the Property must be transferred to and accepted by an entity which would comply with any requirements of the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

#### **ARTICLE 11.**

##### **Duration**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

#### **ARTICLE 12.**

##### **Amendments**

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

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

**Section 12.2 Adoption of Resolution.** A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by twenty-five percent (25%) of the Members of the Association entitled to vote thereon.

**Section 12.3 Adoption of Amendment.** Adoption of the amendment will require the affirmative vote of three-fourths of the votes entitled to be cast at that time.

**Section 12.4 Restrictions on Amendment.** No amendment to these Articles of Incorporation affecting in any way the ownership, maintenance or operation of any Surface Water or Storm Water Management System in the Property shall be effective without the written consent of the Southwest Florida Water Management District.

**ARTICLE 13.**  
**Subscribers**

The names and street addresses of the subscribers and incorporators to these Articles of Incorporation is the same as listed in Article 2 hereof.

**ARTICLE 14.**  
**Officers**

The Board of Directors shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Name/Title</u>	<u>Address</u>
Martin L. Dzuro / President	1020 Lake Sumter Landing, The Villages, FL 32162
Robert Hoopfer, Jr. / Vice President	1021 Lake Sumter Landing, The Villages, FL 32162
Christina Robbins / Secretary and Treasurer	1021 Lake Sumter Landing, The Villages, FL 32162

**ARTICLE 15.**  
**Bylaws**

The original Bylaws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the Bylaws of the Association may be amended, altered or rescinded at a regular or special meeting of the Members by a majority of the votes then entitled to be cast at a meeting at which a majority of the votes then entitled to be cast are present or represented. Any amendments to Bylaws shall be binding on all Members of the Association.

**ARTICLE 16.**  
**Indemnification of Officers and Directors**

The Association shall and does hereby indemnify and hold harmless Declarant and every Director and ever officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a part by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be In addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

**ARTICLE 17.**

**Transaction in Which Directors or Officers are Interested**

No contract or transaction between the Association and one or more of the Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization including without limitation, the Declarant, or an affiliate of the Declarant, or a corporation in which one or more of its Officers or Directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purposes. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 13<sup>th</sup> day of February, 2014.

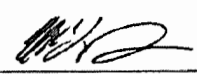
INCORPORATOR:

  
Martin L. Dzuro

**CERTIFICATE OF ACCEPTANCE BY REGISTERED AGENT**

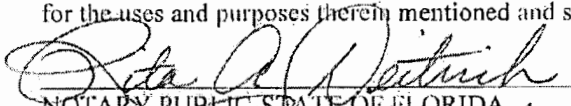
Erick D. Langenbrunner, Esq., whose address is 1028 Lake Sumter Landing, The Villages, Florida 32162, the initial registered agent named in the Articles of Incorporation to accept service of process of OXFORD OAKS PROPERTY OWNERS ASSOCIATION, INC., organized under the laws of the State of Florida hereby accepts such appointment as registered agent at the place designated in this certificate.

Dated this 13<sup>th</sup> day of February 2014.

  
Erick D. Langenbrunner, Esquire

**STATE OF FLORIDA  
COUNTY OF SUMTER**

I HEREBY CERTIFY that on this 12<sup>th</sup> day of February, 2014, before me, the undersigned authority, personally appeared **Martin L. Dzuro**, to me known to be the person described in and who executed the Articles of Incorporation, and acknowledged before me that he made and subscribed the same for the uses and purposes therein mentioned and set forth.

  
NOTARY PUBLIC-STATE OF FLORIDA

Print Name: Rita A. Deitrich  
Serial/Commission Number: EE843615  
Commission Expires: 11-20-16



EXHIBIT "B"

BYLAWS

OXFORD OAKS PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE 1.

Name and Location

The name of the corporation is Oxford Oaks Property Owners Association, Inc. hereinafter referred to as the "*Association*". The initial principal office of the corporation shall be located at 1020 Lake Sumter Landing, The Villages, Florida, 32162 but meetings of Members and Directors may be held at such places within the State of Florida, County of Sumter, as may be designated by the Board of Directors.

ARTICLE 2.

Definitions

The "*Definitions*" contained in the Declaration of Covenants and Restrictions for Oxford Oaks to which these Bylaws are attached as *Exhibit "B"* and recorded in the Public Records of Sumter County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE 3.

Meetings of Members

**Section 3.1 Annual Meeting.** The annual meeting of the Members shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors, for the purpose of electing the Board of Directors and transacting any other business as may be authorized by the members.

**Section 3.2 Special Meetings.** Special meetings of the Members may be called at any time by: (a) the President; (b) by the Board of Directors; or (c) upon written request of the Members who are entitled to vote fifty-one percent of all the votes of the Association.

**Section 3.3 Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen days before such meeting (provided, however, in the case of an emergency, four days' notice will be deemed sufficient) to each Member entitled to vote thereat, addressed to the Members' address last appearing on the books for the Association, or supplied by such member to the Association for the purpose of notice. Unless otherwise notified in writing of a different address, each Member's address shall be deemed to be the address appearing on the Sumter County Property Appraiser's records at the time the notice is sent.

**Section 3.4 Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or



these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting, and reschedule the meeting without notice other than announcement at the meeting, and at any such rescheduled meeting a quorum shall consist of twenty five percent (25%) of the votes of the Association, and if at said rescheduled meeting a quorum does not exist the Members present shall have the power to adjourn the meeting and reschedule the meeting without notice other than an announcement of the meeting, as often as necessary until a quorum of twenty five percent (25%) shall be present or be represented.

**Section 3.5 Proxies.** At all meetings of Members, each Member entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. No individual who is not a member of the Board of Directors may collect more than five (5) proxies.

**Section 3.6 Location.** Meetings shall be held at such place convenient to the Members as designated by the Board of Directors.

**Section 3.7 Minutes.** The Association shall maintain minutes of each meeting of the membership and of the Board of Directors, and the minutes shall be kept available for inspection by any Member during normal business hours.

**Section 3.8 Decorum.** No officer, director or Owner attending any of said meetings will be permitted to use profanity at or during said meetings. No Owner will be permitted to abuse, discipline, reprimand, or harass any of the officers, directors, or employees of the Association verbally or otherwise. Complaints in writing will receive the immediate attention of the Board. Fines and assessments as published by the Declarant may be levied for a violation.

#### **ARTICLE 4.**

##### **Board of Directors; Selection; Term of Office**

**Section 4.1 Number.** The affairs of this Association shall be managed by a Board of Directors consisting of not less than three nor more than five persons who need not be members of the Association. The first Board shall consist of three Directors. Thereafter, the number of Directors may be increased to a maximum of five by a majority vote of the Board of Directors.

**Section 4.2 Term of Office.** The first election of Directors shall be held between twelve (12) months and fifteen (15) months from filing the Articles of Incorporation with the Secretary of State, at a meeting of the members called for that purpose. Three Directors shall be elected at this first election, each for a term of one year. At each annual meeting thereafter, for so long as the Declarant has four votes for each Lot owned pursuant to Article 7 of the Articles of Incorporation, the number of Directors equal to that of those whose terms have expired shall be elected for a one year term. At the annual meeting following the reduction in the Declarant's voting rights to one vote per Lot owned by Declarant pursuant to Article 7 of the Articles of Incorporation, the Directors shall

be elected for staggered terms of from one to three years determined by the Board of Directors. For example, one Director for a one year term, one Director for a two term, and one Director for a three year term. At each annual meeting thereafter the number of Directors equal to that of those whose terms have expired shall be elected, each for a 3 year term. Any Director may serve consecutive terms. In addition, at and after the Declarant has assigned to the other members the right to vote on any matters pertaining to the Association, the Developer as Declarant, and whether or not Declarant has any other vote by virtue of owning a Lot, shall have the right to name, appoint and remove one member of the Board of Directors and, from time to time, the successor of such Member.

**Section 4.3 Removal.** A Director, other than a Director named by Declarant pursuant to Section 4.2, may be removed from the Board with or without cause, by a majority vote of the Members of the Association entitled to vote or by the Declarant until such time as Declarant transfers the right to vote to other Members. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. Directors who resign may not be reinstated.

**Section 4.4 Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 4.5 Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## **ARTICLE 5.**

### **Nomination and Election of Directors**

The nomination and election of Directors shall be conducted as follows:

**Section 5.1 Nomination.** Nomination for election to the Board of Directors may be made from the floor at the annual meeting, or by a nominating committee established by the Board of Directors in advance of the annual meeting. Any Member may nominate himself or herself for a position on the Board of Directors.

**Section 5.2 Election.** Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**Section 5.3 Current Account Status.** All Directors and those Owners exercising a vote must maintain at all times a current account status with Association concerning all assessments and charges.

**ARTICLE 6.**  
**Meeting of Directors**

**Section 6.1    Regular Meetings.** Regular meetings of the Board of Directors shall be held at least annually at such place and hour as may be fixed, from time to time, by resolution of the Board.

**Section 6.2    Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors after not less than three days' notice to each Director or by Declarant.

**Section 6.3    Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 6.4    Notices.** Notices of all Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. At such time as the Association has more than 100 Members, the Board may adopt reasonable alternatives to posting or mailing of notice for each Board meeting, including publication of notice or provision of as schedule of Board meetings.

**Section 6.5    Vacancies.** Except as to vacancies occurring by removal of a Director by the members or removal of a Director by the Declarant under Section 4.2 of Article 4, vacancies on the Board of Directors occurring between annual meetings shall be filled by the remaining Directors. Any such appointed Director shall hold office until his successor is elected by the members. A vacancy caused by resignation or removal of a Director appointed by the Declarant shall be filled by the Declarant appointing a replacement.

**Section 6.6    First Meeting.** The first meeting of the newly elected Board of Directors shall be held at such place as shall be fixed by the members at the meeting at which the Directors were elected, and no further notice of the first meeting shall be necessary.

**ARTICLE 7.**  
**Powers and Duties of the Board of Directors**

**Section 7.1    Powers.** The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association including, but not limited to, the following:

**7.1.1** Adopt and publish rules and regulations governing the personal conduct of the Members and their guests at meetings and to establish penalties and/or fines for the infraction thereof;

7.1.2 Suspend the right to use of the Common Areas of a Member during any period in which such Member shall be in default in the payment of any Assessment levied under the Declaration. Such rights may also be suspended after notice and hearing, for a period not to exceed ninety (90) days for infraction of published rules and regulations;

7.1.3 Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration; and

7.1.4 Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors.

**Section 7.2 Duties.** It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed including, but not limited to, the following:

7.2.1 Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members;

7.2.2 Supervise all officers, and agents of this Association, and to see that their duties are properly performed;

7.2.3 Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

## **ARTICLE 8.**

### **Officers and Their Duties**

**Section 8.1 Enumeration of Officers.** The officers of this Association shall be a President who shall at all times be a member of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 8.2 Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 8.3 Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve. An individual may serve consecutive terms without limit.

**Section 8.4 Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 8.5    Resignation and Removal.** Any officer may be removed from office, with or without cause, by the Board or by the Declarant. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 8.6    Vacancies.** A vacancy in any office may be filled by appointment by the Board or by the Declarant. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**Section 8.7    Multiple offices.** The offices of President and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 8.4 of this Article.

**Section 8.8    Duties.** The duties of the officers are as follows:

**8.8.1    *President.*** The President shall preside at all meetings of the Members and Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments and shall co-sign checks and promissory notes.

**8.8.2    *Secretary.*** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

**8.8.3    *Treasurer.*** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if required by the Board of Directors or Declarant; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members (upon request). The Board of Directors may charge a reasonable fee for copies, unless prohibited by Florida law.

## **ARTICLE 9.**

### **Committees**

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

**ARTICLE 10.**  
**Books and Records**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association during normal business hours, where copies may be purchased at reasonable cost.

**ARTICLE 11.**  
**Corporate Seal**

The Association shall have a seal in circular form having within its circumference the words:

**OXFORD OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

Inst: 201460018192 Date: 6/10/2014 Time: 3:28 PM  
\_\_\_\_DC, Gloria R. Hayward, Sumter County Page 42 of 42 B 2791 P: 658

18 50 Rec  
2.00 copy  
20.50

Prepared by and RETURN to:  
Erick D. Langenbrunner, Esq./gw  
McLin & Burns P.A.  
P.O. Box 1299  
The Villages, FL 32158-1299

Inst: 201460028219 Date: 9/8/2014 Time: 1:35 PM  
DC: Gloria R. Hayward, Sumter County Page 1 of 2 B: 2836 P: 499

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR OXFORD OAKS**

a subdivision in Sumter County, Florida, according to the plat  
thereof as recorded in Plat Book 15, Pages 25 through 25A-D,  
of the Public Records of Sumter County, Florida.

**RECITALS**

A. On June 10, 2014, Mid Florida Properties, L.L.C. ("Mid Florida"), as Declarant, recorded in Official Records Book 2791, Page 617, bearing Instrument Number 201460018192, Public Records of Sumter County, Florida, a DECLARATION OF COVENANTS AND RESTRICTIONS for the subdivision known as OXFORD OAKS ("Declaration"), according to the plat recorded in Plat Book 15, Pages 25 through 25A-D, Public Records of Sumter County, Florida.

B. On August 20, 2014, Mid Florida conveyed to Judith L. Harris, a portion of Homesites 246 through 251, by Quit Claim Deed recorded in Official Records Book 2828, Page 308, under Instrument Number 201460026315, Public Records of Sumter County, Florida.

C. At this time, Declarant wishes to amend the Declaration to revise the description of the easements reserved by Declarant and granted to the Association over the Rear Yard Homesite lines of Homesites 246 through 251.

NOW, THEREFORE, the Recitals above are true and correct, and are incorporated herein by reference, and the Declaration is amended as follows:

1. The Declaration is amended by restating Section 3.8 as follows:

**Section 3.8 Easements Over Homesites.** Easements and rights of way are hereby (a) reserved by Declarant for the construction, installation, and maintenance of utilities such as electric lines, sanitary sewer, storm drainage, water lines, cable, telephone, and other utilities, together with rights of ingress and egress necessary for the full utilization thereof, and (b) granted to the Association for the construction, installation, and maintenance of any portion of the Perimeter Fence located on such Homesites. Such easements shall be confined to:

(i) a seven and one-half (7 ½) foot width along the Rear Yard Homesite lines, except that

(x) the width of such easements along the eastern Homesite lines of Lots 246 through 250, and that portion of Homesite 251 immediately adjacent and to the west of the land described in the Quit Claim Deed recorded in Official Records Book 2828, Page 308, under Instrument Number 201460026315, Public Records of Sumter County, Florida (the "Quit Claim Deed") shall be seven and one-half (7 ½) feet from westernmost boundary of the land described in the Quit Claim Deed; and

(y) the width of such easement along the eastern Homesite line of Lot 251 lying north of the property described in the Quit Claim Deed shall be seventeen (17) feet; and

(ii) ten (10) feet along the Front Yard Homesite lines; and

(iii) five (5) feet along the Side Yard Homesite lines.

Further, all such utilities and facilities in the easement along the Front Yard Homesite line shall be flush with, or below grade; provided however, the foregoing restriction shall not prohibit above grade utilities and facilities in those areas of the Front Yard easement that are also burdened by the Side Yard easement created in this Section 3.8.

2. The Declaration is further amended by adding the following to the end of Section 6.5, entitled "Responsibility of an Owner for Occupants, Tenants, Guests and Invitees":

"Without limiting the foregoing, in consideration of the Association permitting Owners, their guests, tenants, and invitees to utilize the Common Areas and improvements located thereon, each Owner agrees to hold the Association harmless from all personal injuries occurring on the Common Areas, and further agrees to indemnify the Association for all claims, liability, cost, and expense incurred by the Association due to that Owner's (and that Owner's guests, tenants, and invitees) utilization of the Common Areas and Common Area improvements."

3. **Defined Terms.** Terms capitalized but not specifically defined herein shall have the same meaning as set forth in the Declaration.



4. Except as herein amended, all other terms and provisions of the Declaration remain unamended and in full force and effect.

EXECUTED this \_\_\_\_ day of September, 2014.

WITNESSES:

Grissely Martinez  
Print Name: Grissely J. Martinez  
Amy L. Young  
Print Name: Amy L. Young

MID FLORIDA PROPERTIES, L.L.C.,  
a Florida limited liability company

BY: LBCV, Inc., a Florida corporation,  
its Manager

By: Martin L. Dzuro  
Martin L. Dzuro, Vice President

STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 4 day of September, 2014, by Martin L. Dzuro, as Vice President of and on behalf of LBCV, Inc., a Florida corporation, the Manager of Mid Florida Properties, L.L.C., a Florida limited liability company, for the purposes expressed herein, and who is personally known to me.

Meg Mosher  
NOTARY PUBLIC-STATE OF FLORIDA  
Print Name: Meg Mosher  
Serial/Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



MEG MOSHER  
MY COMMISSION # EE 212330  
EXPIRES: July 26, 2016  
Bonded Thru Budget Notary Services

Inst:201460028219 Date:9/8/2014 Time:1:35 PM  
DC:Gloria R. Hayward,Sumter County Page 2 of 2 B:2836 P:500

Revised  
copy 11-  
Prepared by and RETURN to: ✓  
Erick D. Langenbrunner, Esq./ej  
McLin & Burnsed P.A.  
P.O. Box 1299  
The Villages, FL 32158-1299

Inst:201560023597 Date:7/22/2015 Time:10:59 AM  
DC,Gloria R. Hayward,Sumter County Page 1 of 1 B:2987 P:754

**SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR OXFORD OAKS**

a subdivision in Sumter County, Florida, according to the plat  
thereof as recorded in Plat Book 15, Pages 25 through 25A-D,  
of the Public Records of Sumter County, Florida.

**RECITALS**

A. On June 10, 2014, Mid Florida Properties, L.L.C. ("Mid Florida"), as Declarant, recorded in Official Records Book 2791, Page 617, Instrument Number 201460018192, Public Records of Sumter County, Florida, a DECLARATION OF COVENANTS AND RESTRICTIONS for the subdivision known as OXFORD OAKS ("Declaration"), according to the plat recorded in Plat Book 15, Pages 25 through 25A-D, Public Records of Sumter County, Florida.

B. On September 8, 2014, Mid Florida, as Declarant, recorded in Official Records Book 2836, Page 499, Instrument Number 201460028219, Public Records of Sumter County, Florida, a FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS for the subdivision known as OXFORD OAKS.

C. At this time, Declarant wishes to amend Article 2, Section 2.3 of the Declaration to include the minimum square footage and roof pitch for the Homes erected on Homesites 261 through 268, which were inadvertently omitted.

NOW, THEREFORE, the Recitals above are true and correct, and are incorporated herein by reference, and the Declaration is further amended as follows:

1. The Declaration is amended by restating Article 2, Section 2.3 of the Declaration as follows:

**Section 2.3 Minimum Square Footage, Roof Pitch.** Homes erected on Homesites 1 through 90 shall contain at least 1,050 square feet of living area. Homes erected on Homesites 91 through 134, and 146 through 218 shall contain at least 1,240 square feet of living area. Homes erected on Homesites 135 through 145, and 219 through 268 shall contain at least 2,300 square feet of living area. Living area must be heated and cooled and exclude garages, open porches, decks, and atriums, whether or not heated and cooled. The minimum roof pitch for Homes located on Homesites 1 through 90 shall be 4" in 12". The minimum roof pitch for Homes located on Homesites 91 through 134 and 146 through 218 shall be 6" in 12". The minimum roof pitch for Homes located on Homesites 135 through 145, and 219 through 268 shall be 6" in 12".

2. **Defined Terms.** Terms capitalized but not specifically defined herein shall have the same meaning as set forth in the Declaration.

3. Except as herein amended, all other terms and provisions of the Declaration remain unamended and in full force and effect.

EXECUTED this 22<sup>nd</sup> day of July, 2015.

**WITNESSES:**

  
Print Name: Meg Mosher

  
Print Name: Christi G. Jacquay


**STATE OF FLORIDA  
COUNTY OF SUMTER**

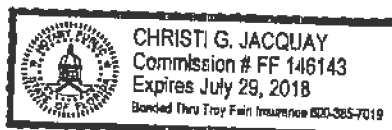
**MID FLORIDA PROPERTIES, L.L.C.,**  
a Florida limited liability company

BY: **LBCV, Inc.,** a Florida corporation,  
its Manager

By:   
Martin L. Dzuro, Vice President

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2015, by Martin L. Dzuro, as Vice President of and on behalf of LBCV, Inc., a Florida corporation, the Manager of Mid Florida Properties, L.L.C., a Florida limited liability company, for the purposes expressed herein, and who is personally known to me.

  
NOTARY PUBLIC-STATE OF FLORIDA  
Print Name: Christi G. Jacquay  
Serial/Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



by 10

Inst: 201660029715 Date: 10/10/2016 Time: 3:57 PM  
DC, Gloria R. Hayward, Sumter County Page 1 of 3 B: 3164 P: 211

**THIS INSTRUMENT PREPARED BY/RETURN TO:**

Erick D. Langenbrunner, Esq.\cj  
1020 Lake Sumter Landing  
The Villages, Florida 32162

W

**SUPPLEMENTAL DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR  
OXFORD OAKS**

**THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR OXFORD OAKS** (the "Supplemental Declaration") is made on \_\_\_\_\_, 2016, by **MID FLORIDA PROPERTIES, L.L.C.**, a Florida limited liability company (Mid Florida Properties, L.L.C., and its successor and assigns, is hereinafter referred to as the "Declarant").

**RECITALS**

A. Declarant caused certain land located in Sumter County, Florida to be platted as Oxford Oaks Phase One ("Phase One"), per the plat thereof recorded in Plat Book 15, at Pages 25 through 25A-D, Public Records of Sumter County, Florida (the "Phase One Plat").

B. In connection with the Phase One Plat, Declarant recorded a Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 2791, Page 617 (Instrument number 201460018192), together with the subsequently-recorded First Amendment to the Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 2836, Page 499 (Instrument number 201460028219), and Second Amendment to the Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 2987, Page 754 (Instrument number 201560023597), all within the Public Records of Sumter County, Florida (collectively, the "Declaration").

C. Declarant has now platted certain property that is adjacent to the land described in the Phase One Plat, as more particularly described and set forth in the plat of Oxford Oaks Phase Two ("Phase Two"), per the plat recorded in Plat Book 16, Pages 17-17A-D, Public Records of Sumter County, Florida (the "Phase Two Plat").

D. In accordance with rights reserved by Declarant in Section 3.2 of the Declaration, Declarant wishes to annex Phase Two for the purposes contemplated therein.

**NOW, THEREFORE**, Declarant declares that, except only as set forth herein, all of the property in Phase Two shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability of Phase Two, and declares the same to be binding on all parties having any rights, title or interest in Phase Two or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Declarant further declares as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein by reference.
2. **Defined Terms.** Terms capitalized but not specifically defined herein shall have the meaning given to them in the Declaration.
3. **Annexation.** In accordance with Section 3.2 of the Declaration, Declarant annexes Phase Two into Phase One such that the Owners of Homesites within Phase Two for all intents and purposes shall be deemed to be Members of the Association in accordance with the provisions of the Declaration, with the right to use the Common Areas identified therein, and the Common Areas further identified below in this Supplemental Declaration, upon the same terms and conditions as initial Members of the Association. The Owners of the Homesites within Phase Two shall be subject to the Declaration's and Association's covenants, conditions, restrictions, rules and regulations, Articles, and Bylaws in the same manner and with the same effect as the original Owners, and shall have the same rights and obligations granted and imposed by the Declaration as the original Owners, except only as may be specifically set forth herein.
4. **Common Areas.** All areas located within Phase Two that otherwise meet the definition of "Common Areas" set forth in the Declaration shall also be deemed to be Common Areas for the same purposes described therein.
5. **Minimum Square Footage; Roof Pitch.** Homes located on Homesites 269 through 398 within Phase 2 shall contain at least 1,240 square feet of living area. The minimum roof pitch for Homes located on Homesites 269 through 398 within Phase 2 shall be 6" in 12". Homes located on Homesites 399 through 563 within Phase 2 shall contain at least 1,050 square feet of living area. The minimum roof pitch for Homes located on Homesites 399 through 563 within Phase 2 shall be 4" in 12". Living area must be heated and cooled and exclude garages, open porches, decks, and atriums, whether or not heated and cooled.
6. **Grassed Areas and Yards.** In addition to the restrictions and obligations set forth in Section 2.24 of the Declaration, the Owners of Homesites 400 - 401 shall each maintain and mow that sodded area that extends from their Side Yards to the centerline of the adjacent right of way, until such time as the City may require connection between such right of way and the property to the north.
7. **Perimeter Fence.** To ensure that the exterior boundaries and Common Areas of the property within Phase Two are presented in a well-maintained, uniform manner, and in order to protect the property values of all Homesites, Declarant may, but shall not be obligated to, construct a fence or wall, or any combination thereof, along portions of the exterior boundaries of the Phase Two Property. In the event Declarant elects to construct such fence or wall, then the same shall be deemed to be a part of the "Perimeter Fence", as defined in Section 2.38(A) of the Declaration.

Inst:201660029715 Date:10/10/2016 Time:3:57 PM  
DC Gloria R. Hayward, Sumter County Page 3 of 3 B:3164 P:213

8. **Perimeter Landscape Buffer.** The Owners of Homesites 283 through 294 shall install and maintain a perimeter landscape buffer along the south boundary of such Homesites. The Owners of Homesites 294 through 302, 326 through 328, 516, and 517 shall install and maintain a perimeter landscape buffer along the east boundary of such Homesites. The Owners of Homesites 338 through 340, 350 through 358, 397 through 407, and 517 through 529 shall install and maintain a perimeter landscape buffer along the north boundary of such Homesites. The Owners of Homesites 436 through 440, and 529 through 534 shall install and maintain a perimeter landscape buffer along the west boundary of such Homesites. The foregoing landscape buffers shall be deemed to be a part of the "Perimeter Landscape Buffer", as defined in Section 2.38(B) of the Declaration.


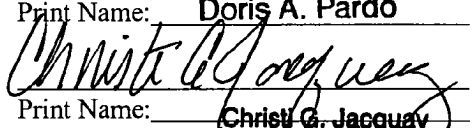
9. **Conflict.** Except as modified herein, the Declaration remains unchanged. In the event of a conflict between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control and govern.

10. **Remainder Unaffected.** Except to the extent amended by this Supplemental Declaration, all other terms and provisions of the Declaration shall continue in in full force and effect in all respects.


DATED this 18 day of AUGUST, 2016.

WITNESSES:

**MID FLORIDA PROPERTIES, L.L.C.,**  
a Florida limited liability company

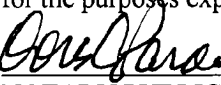
  
Print Name: Doris A. Pardo  
  
Print Name: Christi G. Jacquay

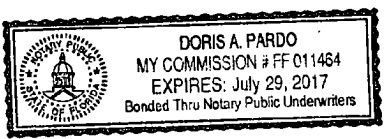
BY: **LBCV, Inc.,** a Florida corporation,  
its Manager

By:   
Its: Mark G. Morse  
Title: President

STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 18 day of AUGUST, 2016, by Mark Morse, as President of and on behalf of **LBCV, Inc.,** a Florida corporation, the Manager of **Mid Florida Properties, L.L.C.,** a Florida limited liability company, for the purposes expressed herein, and who is personally known to me.

  
NOTARY PUBLIC-STATE OF FLORIDA  
Print Name: Doris A. Pardo  
Serial/Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



27.00  
3.00 co. y  
30.00

*Handwritten signature*

**PREPARED BY/RETURN TO:**

Erick D. Langenbrunner, Esq.  
1020 Lake Sumter Landing  
The Villages, Florida 32162

**THIRD AMENDMENT TO THE DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR  
OXFORD OAKS**

**THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR OXFORD OAKS** (the "Third Amendment") is made on November 17, 2016, by **MID FLORIDA PROPERTIES, L.L.C.**, a Florida limited liability company (Mid Florida Properties, L.L.C., and its successor and assigns, is hereinafter referred to as the "Declarant").

**RECITALS**

A. Declarant caused certain land located in Sumter County, Florida to be platted as Oxford Oaks Phase One ("Phase One"), per the plat thereof recorded in Plat Book 15, at Pages 25 through 25A-D, Public Records of Sumter County, Florida (the "Phase One Plat").

B. In connection with the Phase One Plat, Declarant recorded a Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 2791, Page 617 (Instrument number 201460018192), together with the subsequently-recorded First Amendment to the Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 2836, Page 499 (Instrument number 201460028219), and Second Amendment to the Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 2987, Page 754 (Instrument number 201560023597), all within the Public Records of Sumter County, Florida (collectively, the "Phase One Declaration").

C. Declarant subsequently platted certain property that is adjacent to the land described in the Phase One Plat, as more particularly described and set forth in the plat of Oxford Oaks Phase Two ("Phase Two"), per the plat recorded in Plat Book 16, at Pages 17 through 17 A-D, Public Records of Sumter County, Florida (the "Phase Two Plat").

D. In connection with the Phase Two Plat, Declarant recorded a Supplemental Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 3164, Page 211 (Instrument number 201660029715), within the Public Records of Sumter County, Florida (the "Supplemental Declaration"). The Phase One Declaration and Supplemental Declaration are collectively referred to as the "Declaration").

E. At this time, Declarant wishes to further amend the Declaration.

**NOW, THEREFORE,** the Recitals above are true and correct, and are incorporated herein by reference, and the Declaration is amended as follows:

1. **Interior Fence.** In order to enhance the value and desirability of the Property and provide for a uniform appearance, Declarant may, but shall not be obligated to construct a fence within certain portions of the rights of way of Oxford Oaks Lane and immediately adjacent roadways (the "**Interior Fence**"). Once constructed, the Interior Fence shall be a Common Area.

2. **Maintenance.** Notwithstanding the third sentence contained in Section 2.24 of the Phase One Declaration, the Association shall mow all sodded road right of way areas located directly between the Interior Fence and pavement of any adjacent street, including culverts. Each adjacent Owner shall continue however to irrigate and otherwise maintain such areas in good condition. No Owner may paint, modify, alter, attach any object to, damage, or otherwise affect any portion of the Interior Fence.

3. **Defined Terms.** Terms capitalized but not specifically defined herein shall have the meaning given to them in the Declaration.

4. **Conflict.** Except as modified herein, the Declaration remains unchanged. In the event of a conflict between the Declaration and this Third Amendment, this Third Amendment shall control and govern.

5. **Remainder Unaffected.** Except to the extent amended by this Third Amendment, all other terms and provisions of the Declaration shall continue in in full force and effect in all respects.

*(Signatures on following page)*



DATED this 17<sup>th</sup> day of November, 2016.

**WITNESSES:**

*Doris A. Pardo*  
Print Name: Doris A. Pardo  
*Christi G. Jacquay*  
Print Name: Christi G. Jacquay

**MID FLORIDA PROPERTIES, L.L.C.,**  
a Florida limited liability company

BY: **LBCV, Inc.,** a Florida corporation,  
its Manager

By: *Kelsea Morse Manly*  
Kelsea Morse Manly,  
Vice President

**STATE OF FLORIDA**  
**COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me this 17 day of November, 2016, by Kelsea Morse Manly, as Vice President and on behalf of **LBCV, Inc.,** a Florida corporation, the Manager of **Mid Florida Properties, L.L.C.,** a Florida limited liability company, for the purposes expressed herein, who is personally known to me and who did not take an oath.

*Doris A. Pardo*  
Notary Public – State of Florida  
Print Name: Doris A. Pardo  
Serial/Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



18.50  
2.00 copy  
20.50

PREPARED BY/RETURN TO:  
Erick D. Langenbrunner, Esq.  
1020 Lake Sumter Landing  
The Villages, Florida 32162

Inst:20176006993 Date:3/1/2017 Time:10:32 AM  
DC:Gloria R. Hayward, Sumter County Page 1 of 2 B:3224 P:80

dl

**FOURTH AMENDMENT TO THE DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR  
OXFORD OAKS**

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR OXFORD OAKS (the "Fourth Amendment") is made on February 24, 2017, by MID FLORIDA PROPERTIES, L.L.C., a Florida limited liability company (Mid Florida Properties, L.L.C., and its successor and assigns, is hereinafter referred to as the "Declarant").

**RECITALS**

A. Declarant caused certain land located in Sumter County, Florida to be platted as Oxford Oaks Phase One ("Phase One"), per the plat thereof recorded in Plat Book 15, at Pages 25 through 25A-D, Public Records of Sumter County, Florida (the "Phase One Plat").

B. In connection with the Phase One Plat, Declarant recorded a Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 2791, Page 617 (Instrument number 201460018192), together with the subsequently-recorded First Amendment to the Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 2836, Page 499 (Instrument number 201460028219), and Second Amendment to the Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 2987, Page 754 (Instrument number 201560023597), all within the Public Records of Sumter County, Florida (collectively, the "Declaration").

C. Declarant subsequently platted certain property that is adjacent to the land described in the Phase One Plat, as more particularly described and set forth in the plat of Oxford Oaks Phase Two ("Phase Two"), per the plat recorded in Plat Book 16, at Pages 17 through 17 A-D, Public Records of Sumter County, Florida (the "Phase Two Plat"). The Phase One Plat and the Phase Two Plat are collectively herein referred to as the "Plat").

D. In connection with the Phase Two Plat, Declarant recorded a Supplemental Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 3164, Page 211 (Instrument number 201660029715), within the Public Records of Sumter County, Florida (the "Supplemental Declaration").

E. Declarant then recorded a Third Amendment to the Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 3185, Page 795 (Instrument number 201660034819), within the Public Records of Sumter County, Florida (the "Third Amendment"). The Declaration, the Supplemental Declaration, and the Third Amendment are collectively referred to as the "Declaration".

F. At this time, Declarant wishes to amend Article 2, Section 2.8 of the Declaration.

NOW, THEREFORE, the Recitals above are true and correct, and are incorporated herein by reference, and the Declaration is amended as follows:

1. The Declaration is amended by restating Article 2, Section 2.8 of the Declaration as follows:

**Section 2.8 Restrictions on Walls and Fences; Hedges.** Except for the Perimeter Fence (defined in Section 2.38 below), no wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any Homesite; provided however, fences located in the Rear Yard and Side Yard shall be permitted only if the Owner receives prior

written approval of the ARB as to (a) the design, materials and appearance of such fence(s), and (b) the specific location of the fence(s). No wall or fence may be painted or altered in appearance from that required by this Section. All walls and fences must be maintained and repaired in good condition, and all hedges must be neatly trimmed. Failure to do so shall be a Non-Monetary Default pursuant to Section 6.2 of the Declaration, and in addition, the Association shall have the same rights to maintain such improvements as applicable to Homes and set forth in Section 2.15 of the Declaration.

2. **Defined Terms.** Terms capitalized but not specifically defined herein shall have the meaning given to them in the Declaration.

3. **Conflict.** Except as modified herein, the Declaration remains unchanged. In the event of a conflict between the Declaration and this Fourth Amendment, this Fourth Amendment shall control and govern.

4. **Remainder Unaffected.** Except to the extent amended by this Fourth Amendment, all other terms and provisions of the Declaration shall continue in full force and effect in all respects.

DATED this 24 day of FEBRUARY, 2017.

WITNESSES:

MID FLORIDA PROPERTIES, L.L.C.,  
a Florida limited liability company

Doris A. Pardo  
Print Name: Doris A. Pardo  
Christi G. Jacquay  
Print Name: Christi G. Jacquay

BY: LBCV, Inc., a Florida corporation,  
its Manager

By: Kelsea Morse Manly  
Kelsea Morse Manly,  
Vice President

STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 24 day of FEBRUARY, 2017, by Kelsea Morse Manly, as Vice President and on behalf of LBCV, Inc., a Florida corporation, the Manager of Mid Florida Properties, L.L.C., a Florida limited liability company, for the purposes expressed herein, who is personally known to me and who did not take an oath.

Doris A. Pardo  
Notary Public – State of Florida  
Print Name: Doris A. Pardo  
Serial/Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



27.00  
3.00 copy  
30.00

**PREPARED BY/RETURN TO:**

✓ Erick D. Langenbrunner, Esq.  
3619 Kiessel Road  
The Villages, Florida 32163

Inst:201860031884 Date:9/6/2018 Time:12:50 PM  
OC, Gloria R. Hayward, Sumter County Page 1 of 3 B:3461 P:537

**FIFTH AMENDMENT TO THE DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR  
OXFORD OAKS**

**THIS FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR OXFORD OAKS** (the "Fifth Amendment") is made on September 6<sup>th</sup>, 2018, by **MID FLORIDA PROPERTIES, L.L.C.**, a Florida limited liability company (Mid Florida Properties, L.L.C., and its successor and assigns, is hereinafter referred to as the "Declarant").

**RECITALS**

A. Declarant caused certain land located in Sumter County, Florida to be platted as Oxford Oaks Phase One ("Phase One"), per the plat thereof recorded in Plat Book 15, at Pages 25 through 25A-D, inclusive, Public Records of Sumter County, Florida (the "Phase One Plat").

B. In connection with the Phase One Plat, Declarant recorded a Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 2791, Page 617 (Instrument number 201460018192), together with the subsequently-recorded First Amendment to the Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 2836, Page 499 (Instrument number 201460028219), and Second Amendment to the Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 2987, Page 754 (Instrument number 201560023597), all within the Public Records of Sumter County, Florida (collectively, the "Declaration").

C. Declarant subsequently platted certain property that is adjacent to the land described in the Phase One Plat, as more particularly described and set forth in the plat of Oxford Oaks Phase Two ("Phase Two"), per the plat recorded in Plat Book 16, at Pages 17 through 17 A-D, inclusive, Public Records of Sumter County, Florida (the "Phase Two Plat"). The Phase One Plat and the Phase Two Plat are collectively herein referred to as the "Plat").

D. In connection with the Phase Two Plat, Declarant recorded a Supplemental Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 3164, Page 211 (Instrument number 201660029715), within the Public Records of Sumter County, Florida (the "Supplemental Declaration").

E. Declarant then recorded a Third Amendment to the Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 3185, Page 795 (Instrument number 201660034819), within the Public Records of Sumter County, Florida (the "Third Amendment").

F. Declarant then recorded a Fourth Amendment to the Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 3224, Page 80 (Instrument number 201760006993), within the Public Records of Sumter County, Florida (the "Fourth Amendment"). The Declaration, the Supplemental Declaration, the Third Amendment, and Fourth Amendment, are collectively referred to as the "Declaration".

G. At this time, Declarant wishes to amend Article 2, Section 2.39 of the Declaration, to correct a scrivener's error.

**NOW, THEREFORE**, the Recitals above are true and correct, and are incorporated herein by reference, and the Declaration is amended as follows:

1. The Declaration is amended by restating the fourth sentence of Article 2, Section 2.39 of the Declaration as follows:

"To the extent water is retained within the drainage retention area located in Tract D, as shown on the Plat, then the following additional restrictions shall apply: Except from open space Common Areas located generally between Homesites 145 and 219, and between Homesites 226 and 227, there shall be no ingress or egress along the boundary of Tract D for fishing purposes, however, Owners whose Homesites are adjacent to Tract D may fish from the rear of their Homesites."

2. **Defined Terms.** Terms capitalized but not specifically defined herein shall have the meaning given to them in the Declaration.

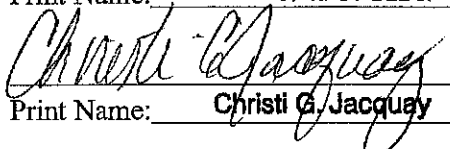
3. **Conflict.** Except as modified herein, the Declaration remains unchanged. In the event of a conflict between the Declaration and this Fifth Amendment, this Fifth Amendment shall control and govern.

4. **Remainder Unaffected.** Except to the extent amended by this Fifth Amendment, all other terms and provisions of the Declaration shall continue in full force and effect in all respects.

DATED this 6<sup>th</sup> day of September, 2018.

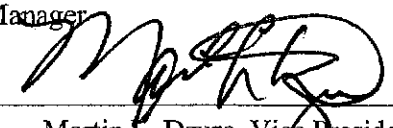
WITNESSES:

  
Print Name: Vicki C. Suber

  
Print Name: Christi G. Jacquay

**MID FLORIDA PROPERTIES, L.L.C.,**  
a Florida limited liability company

BY: **LBCV, Inc.,** a Florida corporation,  
its Manager

By:   
Martin L. Dzuro, Vice President

**STATE OF FLORIDA  
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of September, 2018, by Martin L. Dzuro, as Vice President and on behalf of **LBCV, Inc.**, a Florida corporation, the Manager of **Mid Florida Properties, L.L.C.**, a Florida limited liability company, for the purposes expressed herein, who is personally known to me and who did not take an oath.

[Signature]  
Notary Public – State of Florida

Print Name: Vicki C. Suber

Serial/Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



V:\Mid Florida Properties, L.L.C\Oxford Oaks Restrictions\Phase One\Declaration of Covenants and Restrictions - Fifth Amendment.docx

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rec. 27.00  
30.00

PREPARED BY/RETURN TO:  
Erick D. Langenbrunner, Esq. ✓  
3619 Kiessel Road  
The Villages, Florida 32163

**SIXTH AMENDMENT TO THE DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR  
OXFORD OAKS**

**THIS SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR OXFORD OAKS** (the "Sixth Amendment") is made on June 11<sup>th</sup>, 2020, by **MID FLORIDA PROPERTIES, L.L.C.**, a Florida limited liability company (Mid Florida Properties, L.L.C., and its successor and assigns, is hereinafter referred to as the "Declarant").

**RECITALS**

A. Declarant caused certain land located in Sumter County, Florida to be platted as Oxford Oaks Phase One ("Phase One"), per the plat thereof recorded in Plat Book 15, at Pages 25 through 25A-D, inclusive, Public Records of Sumter County, Florida (the "Phase One Plat").

B. In connection with the Phase One Plat, Declarant recorded a Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 2791, Page 617 (Instrument Number 201460018192), together with the subsequently-recorded First Amendment to the Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 2836, Page 499 (Instrument Number 201460028219) (the "First Amendment"), and Second Amendment to the Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 2987, Page 754 (Instrument Number 201560023597), all within the Public Records of Sumter County, Florida (the "Second Amendment").

C. Declarant subsequently platted certain property that is adjacent to the land described in the Phase One Plat, as more particularly described and set forth in the plat of Oxford Oaks Phase Two ("Phase Two"), per the plat recorded in Plat Book 16, at Pages 17 through 17 A-D, inclusive, Public Records of Sumter County, Florida (the "Phase Two Plat"). The Phase One Plat and the Phase Two Plat are collectively herein referred to as the "Plat").

D. In connection with the Phase Two Plat, Declarant recorded a Supplemental Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 3164, Page 211 (Instrument Number 201660029715), within the Public Records of Sumter County, Florida (the "Supplemental Declaration").

E. Declarant then recorded a Third Amendment to the Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 3185, Page 795 (Instrument Number 201660034819), within the Public Records of Sumter County, Florida (the "Third Amendment").

F. Declarant then recorded a Fourth Amendment to the Declaration of Covenants and



Restrictions for Oxford Oaks in Official Records Book 3224, Page 80 (Instrument Number 201760006993), within the Public Records of Sumter County, Florida (the "Fourth Amendment").

G. Declarant then recorded a Fifth Amendment to the Declaration of Covenants and Restrictions for Oxford Oaks in Official Records Book 3461, Page 537 (Instrument Number 201860031884), within the Public Records of Sumter County, Florida (the "Fifth Amendment"). The Declaration, together with the First Amendment, Second Amendment, Supplemental Declaration, Third Amendment, Fourth Amendment, and Fifth Amendment are collectively referred to as the "Declaration".

H. At this time, Declarant wishes to further amend the Declaration.

**NOW, THEREFORE**, the Recitals above are true and correct, and are incorporated herein by reference, and the Declaration is further amended as follows:

1. The Declaration is amended by adding the following to the end of Article 2, Section 2.9 of the Declaration:

"Notwithstanding, the Home located on Homesite 291 as identified on the Phase Two Plat shall have an attached garage desired for storage of at least one and a half (1.5) automobiles."

2. **Defined Terms.** Terms capitalized but not specifically defined herein shall have the meaning given to them in the Declaration.

3. **Conflict.** Except as modified herein, the Declaration remains unchanged. In the event of a conflict between the Declaration and this Sixth Amendment, this Sixth Amendment shall control and govern.

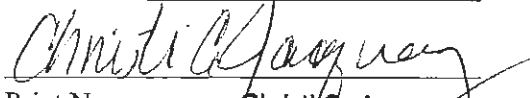
4. **Remainder Unaffected.** Except to the extent amended by this Sixth Amendment, all other terms and provisions of the Declaration shall continue in full force and effect in all respects.

(Remainder of Page Intentionally Blank)

DATED this 1<sup>st</sup> day of June, 2020.

WITNESSES:

  
Print Name: Vicki C. Suber

  
Print Name: Christi G. Jacquay

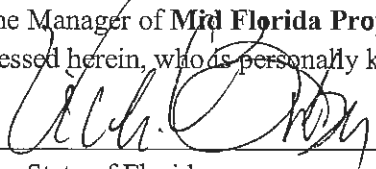
**MID FLORIDA PROPERTIES, L.L.C.,**  
a Florida limited liability company

BY: **LBCV, Inc.,** a Florida corporation,  
its Manager

By:   
Martin L. Dzuro, Vice President

**STATE OF FLORIDA**  
**COUNTY OF SUMTER**

1<sup>st</sup> The foregoing instrument was acknowledged before me by means of physical presence this 1<sup>st</sup> day of June, 2020, by Martin L. Dzuro, as Vice President and on behalf of **LBCV, Inc.,** a Florida corporation, the Manager of **Mid Florida Properties, L.L.C.,** a Florida limited liability company, for the purposes expressed herein, who is personally known to me.

  
Notary Public – State of Florida  
Print Name: Vicki C. Suber  
Serial/Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

