

UNOFFICIAL COMPILATION OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
VILLAS BY-THE-LAKE OWNERS ASSOCIATION, INC.

THIS DECLARATION is made on the date hereinafter set forth by VILLAS BY-THE-LAKE Owners Association, Inc., a private, not-for-profit Florida corporation, (the "Association",) which along with its members, have all the right, title and interest, both legal and equitable, in and to certain Common Areas, Lots and improvements thereto constituting that subdivision, more particularly described as all of VILLAS BY-THE-LAKE as per plat thereof as recorded in Official Records Book 87 pages 37-38, and a replat recorded in Official Records Book 98 page 33 of the Public Records of Polk County, Florida.

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS INTENDED TO AND SHALL AMEND THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VILLAS BY-THE-LAKE RECORDED AT O. R. BOOK 2719, PAGES 0557 TROUGH 0572, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AS SAID DECLARATION WAS AMENDED ON APRIL 2, 1994, WHICH AMENDMENT WAS RECORDED AT O.R. BOOK 3374, PAGE 0607, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND AGAIN AMENDED ON JUNE 26, 1996, WHICH AMENDMENT WAS RECORDED AT O.R. BOOK 3697, PAGE 0811, OFFICIAL RECORDS OF POLK COUNTY, FLORIDA.

ARTICLE I. PURPOSE

Section 1. For the purposes of enhancing and protecting the value, attractiveness and the desirability of the Lots constituting such subdivision and Common Areas, both as defined herein, the Association hereby declares that all of the real and personal property described above, and each part thereof, shall be held, sold, and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property, or part thereof, their heirs, successors or assigns, and shall accrue to the benefit of each owner thereof.

ARTICLE II. DEFINITIONS

Section 1. Association shall mean and refer to VILLAS BY-THE-LAKE Owners Association, Inc., a not-for-profit Florida corporation, its successors and assigns as defined by the Article of Incorporation filed with the state of Florida and amended by filing of April 11, 1994 and as may be amended from time to time.

Section 2. Common Areas shall mean all real property, in which the Owners have no ownership interest, owned by the Association for the common use and enjoyment of the Owners including member-approved recreational facilities, lawns, ground, streets, parking

areas, walkways, water drainage systems (surface and underground), decorative walls, including without limitation, entrance walls, retaining walls, seawalls, Kelly Lake and shoreline of the lake, all within the plat of VILLAS BY-THE-LAKE and all replats thereof.

Section 3. Lot shall mean and refer to any parcel of land with a designated lot number or a metes and bounds description of property, with the exception of the common areas which are shown on the recorded subdivision plat and replat as Tracts. Lots are intended for the construction of residential villas only.

Section 4. Maintenance shall mean the exercise of reasonable care to keep the club house, Kelly Lake, seawalls, recreational center, streets, parking areas, landscaping, and other related improvements and fixtures in a condition comparable to new construction condition, normal wear and tear excepted.

Section 5. Member means every person or entity who is a record owner of a Lot or has an undivided interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation.

Section 6. Mortgagee shall mean a mortgage lending institution which is the holder of a mortgage, or a beneficiary or holder of a deed of trust.

Section 7. Owner shall mean the recorded owner in fee simple of any Lot in the Subdivision, and shall include contract buyers, and all persons or entities who may have an ownership interest in a Lot whether jointly or severally. Mortgagees and persons or entities holding title merely as security for an obligation shall not be considered "Owners" for the purposes of this Declaration.

Section 8. Subdivision shall mean the development know commonly and in the official records of Polk County, Florida as Villas By-The-Lake and shall include all property within such development as may be shown on the recorded plats and replats thereof and shall be posted as private property and remain a private development.

Section 9. Tract shall mean any unit of land in the subdivision as identified on the plat or replat as Tract followed by the letter "A" through "R." Tracts are intended as open areas, parking or recreational areas and are not intended for the construction of residential units.

Section 10. Lake shall mean Kelly Lake, a private lake, as shown on the recorded plat and replat of VILLAS BY-THE-LAKE.

Section 11. Developer shall mean Scott Kelly corporation and its transferees.

Section 12. Amended and Restated Declaration shall refer to this Amended and Restated Declaration of Covenants, Conditions and Restriction of VILLAS BY-THE-LAKE OWNERS ASSOCIATION, INC., as it may be further amended from time to time, and which supersede that certain Declaration of file in the Official Records book 2719, Pages 0557 through 0572, Official

Records of Polk County, Florida, and subsequently amended and recorded in the Official Records Book 3374, Page 0607 and again amended and recorded at O.R. Book 3697, Page 0811, Official Records of Polk County, Florida.

Section 13. Deleted in its entirety on 9/8/2020

ARTICLE III. MEMBERSHIP IN THE ASSOCIATION

Section 1. Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Members are entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be members. The vote for such Lot shall be exercised as the joint owners may determine among themselves, except that no fractional voting is allowed, and a written confirmation, using such forms as may be allowed, and a written confirmation, using such forms as may be prescribed by the Association, shall be filed with the Secretary of the Association designating the person who shall vote for such Lot.

Section 2. Each Member shall receive written notice at least ten (10) days prior to the annual meeting and special meeting where assessments, amendments to the Articles of Incorporation, Amended and Restated Declaration of Covenant, Conditions and Regulations or Bylaws will be presented and discussed. The notices shall contain a brief description of the agenda to be discussed. An Owner shall be responsible for keeping the Secretary apprised of the current ownership and all mailing address information for his, her or its Lot.

Section 3. Notice of all other meetings of the Board of Directors, or of committees, shall be posted on the Association bulletin board forty-eight (48) hours in advance of such meetings. These notices shall contain a brief description of the agenda to be discussed.

Section 4. Members may waive notice of any meeting by filing a written waiver, using such forms as may be prescribed by the Association, with the Secretary of the Association.

Section 5. One fifth (1/5) of the members entitled to vote may, by filing a petition with the Board, call a special meeting of the membership. The notice of such meeting shall conform to Section 2, above. Petitioners will bear the expense of notifying the Association members of the special meeting.

ARTICLE IV. ASSESSMENTS

Section 1. Regular Assessments. Each Owner hereby agrees to accept the Articles of Incorporation, the Amended and Restated Declaration and Bylaws of the Association by acceptance of a deed to such Lot, whether or not stated in such deed, and to pay to the Association assessments as follows:

- a. A pro rata amount of an annual operating budget, as determined by the Board of Directors, which is deemed sufficient to meet all routine maintenance, insurance, and administrative expenses, and

- b. A pro rata amount of a reserve fund, as determined by the Board of Directors using generally accepted engineering and accounting principles, to meet the on-going costs for capitalized maintenance and repair of the Association's property, whether real or personal, including but not limited to street paving and resurfacing and other structural and recreational facilities owned by the Association in accordance with the maintenance standards set forth hereinbelow.
- c. A pro rata amount of any and all bulk cable or service charges associated with such services provided or made available to the members and owners pursuant to any bulk service agreement or contract entered into by the Association for or on behalf of its membership.

Section 2. Special Assessments for Capital Improvements. In addition to, but not in lieu of the regular assessments described herein, the Association may, from time to time, levy special assessments as may be approved by a majority of the members, including, without limitation, special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement to any of the Common Areas, and including without limitation, fixtures, equipment and other personal property related thereto, and for such other expenses and contingencies as the membership shall approve.

Section 3. Individual Special Assessments. Individual Special Assessments for which one or more Members or Owners (but fewer than all Members or Owners) within the Association, are subject to individual assessments for such things as cost of special services provided to a home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Member or home. Further, in the event an Owner or Member fails to maintain the exterior of his or her home (other than those portions of a home maintained by the Association) in a manner satisfactory to the Association, the Association shall have the right, through its agents and employees, to enter upon the home and to repair, restore and maintain the home as required by this Declaration. The cost thereof, plus reasonable administrative expenses of the Association, shall be an individual assessment. Further, in the event that the Association decides it is in the best interest of the community that the Association perform any other obligation of an Owner or Member under this Declaration, the cost of performing such obligation shall be an individual assessment. The lien for an individual assessment may be foreclosed in the same manner as any other assessment.

ARTICLE V.

Deleted in its entirety on 2/26/2019

ARTICLE VI. COLLECTION OF ASSESSMENTS

Section 1. The regular assessments provided for herein shall commence and become the obligation of every Owner with respect to each Lot owned by an Owner upon delivery of the deed to such Lot (s) and shall be pro-rated as of that date. Regular assessments shall be payable quarterly, in advance, and on or before the 10th day of January, April, July and October of each year. Special assessments shall be payable as expressly stated in the approval of such assessments by the members.

Section 2. The Association shall, on demand and for a reasonable charge, furnish a certificate, signed by the President, Secretary or Treasurer of the Association, setting forth whether the assessments against a specific Lot have been paid, in a form as may be specified by the Association and pursuant to such reasonable terms and conditions as the Association may from time to time specify in its Bylaws or Rules and Regulations.

Section 3. Any assessments, whether regular or special, which are not paid in full by the date due or, when applicable, within any "grace" period promulgated by the Board of Directors, shall be considered delinquent. All delinquent assessments shall bear simple interest at the rate of 12% (twelve percent) per annum. Such interest shall begin to accrue on the first date upon which the assessment became delinquent and shall continue to accrue until the principal amount due and owing and all interest accrued thereon have been paid. The Association shall be entitled to impose and foreclose a lien upon any Lot of any Owner for all delinquent regular and special assessments, which lien shall, additionally, secure the principal amount of any unpaid assessment obligation, together with interest thereon, and all expenses of collection, including, without limitation, attorney's fees and cost of suit. Foreclosure of any lien imposed under the provisions of this paragraph shall be in the same manner as the foreclosure of a mortgage, and shall include, without limitation, the right of the Association to obtain a personal judgment against the Owner or Owners for any deficiency.

Section 4. The lien for Assessments shall not be subordinate to any mortgage including a bona fide first mortgage held by a Lender on any lot, even when the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a lot, except in the event of sale or transfer by deed in lieu or pursuant to a foreclosure of a bona fide first mortgage, in which event, the mortgagee shall be liable for the unpaid assessments which became due during the twelve (12) month period immediately preceding the requisition of title or one percent (1%) of the original mortgage debt, whichever is less. Should the Legislature modify or amend the obligations of the first mortgagee, this provision shall be amended to reflect the legislative obligations. However, any remaining unpaid Assessments for which such mortgagee is not liable may be assessed and reallocated to the subsequent owner who receives title from such mortgagee. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement or collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. The

Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner or Member. In the event the Association makes such payment on behalf of an Owner or Member, the Association shall, in addition to all rights reserved herein, be surrogated to all of the rights of the Lender. All amounts advanced on behalf of an owner or Lender pursuant to this Section shall be added to Assessments payable by such Owner or Member with appropriate interest.

Section 5. In addition to, and not in lieu of, any lien rights or remedies which the Association may have hereunder, the Association shall also be entitled to bring an action at law against an Owner for all sums due and owing, including the principal amount of any unpaid assessment obligation, together with interest thereon, and all expenses of collection, including without limitation, attorney's fees and costs of suit.

Section 6. In the case of joint or several ownerships of a Lot, the personal liability of such Owners for all assessments shall be joint and several.

Section 7. The term "attorney's fees" as used hereunder includes all fees incurred by the Association at the pre-suit, trial, appellate and post-judgment levels.

Section 8. All remedies of the Association hereunder are cumulative and not exclusive, nor shall any provision hereunder be construed as limiting in any way the rights or remedies available to the Association to enforce or collect any money judgement obtained against an Owner.

Section 9. Notwithstanding any right which may be accorded herein to members to enforce the covenants, conditions and restrictions provided in the Amended and Restated Declaration of Covenants, Conditions and Regulations, it shall be the exclusive right and prerogative of the Association to enforce the covenant of an Owner's obligation to pay assessments.

ARTICLE VII. MAINTENANCE AND REPAIR BY THE ASSOCIATION

Section 1. Through the budgeted regular assessment, the Association shall maintain each Owner's lawn, and the maintenance and repair of Kelly Lake, streets, parking areas, recreational facilities, landscaping, proper insurance, common electrical, sewer and water utility services, and drainage services, as described herein.

Section 2. Maintenance of Owners' lawns shall consist of mowing, edging, insecticide applications, and fertilizing in keeping with seasonal requirements. All flower beds, shrubs, and trees shall be maintained at the Owner's sole expense. The Association's maintenance of Owners' lawns shall be without any expressed or implied warranties of any kind other than such warranties which may be offered by the lawn service or product manufacturer.

Section 3. Maintenance of the common areas shall include the lawns, grounds, streets, parking areas, walkways, water drainage systems (surface and underground), decorative walls including the entrance walls, retaining walls, seawalls and the shoreline of Kelly Lake within the plat of Villas By-The-Lake, and trimming, mulching, weeding, insecticide application, mowing, edging and fertilizing as is appropriate.

Section 4. The Association shall purchase and maintain physical damage insurance for the Common Areas and improvements thereon, to the extent such insurance is available. Such insurance shall cover the replacement cost of the facilities and improvements on the common Areas. The Association shall also purchase general liability insurance, to the extent such insurance is available, in an amount no less than \$1,000,000.00 (one million dollars) per occurrence and directors and Officers Liability insurance in an amount no less than \$500,000.00 (five hundred thousand dollars) per occurrence. The Association may also purchase and maintain supplemental liability "umbrella" insurance, to the extent that such insurance is available.

Section 5. Notwithstanding anything herein to the contrary, with regard to Kelly Lake, the Association does not warrant, nor shall the Association be responsible for the water level of Kelly Lake. Moreover, the Association shall not be responsible in any way for losses, damages or conditions occurring as a result of Acts of God, force majeure, or environmental hazards, conditions or occurrences which are not within the control of the Association, or for any condition created by or losses resulting for the original construction or design of Kelly Lake by Scott Kelly Corporation, its contractors or agents, including without limitation, the design and construction of the sea wall. With respect to the water quality of Kelly Lake, the Association shall be responsible to maintain Kelly Lake only in accordance with local or state standards applicable to retention ponds.

Section 6. In the event of casualty or loss to any recreational facilities to the extent that any such facilities must be totally reconstructed or rebuilt, the Association, by a vote of a majority of the members entitled to vote, shall have the option of deciding whether or not to reconstruct or rebuild such facilities or of deciding to replace such facilities with other types of recreational facilities.

Section 7. The Association, through its duly authorized employees and contractors, shall have the right, after reasonable notice to the Owner, to enter on any Lot at any reasonable time on any day to perform such inspection and maintenance as may in good faith be deemed necessary and authorized. Reasonable time shall be determined by the urgency of the situation.

Section 8. The Association has the responsibility for keeping its assets in proper order by repair or replacement.

Section 1. Owners shall be responsible for all other maintenance not defined in Article VII, above. Lot and lot improvements, screen enclosures and other additions or alterations will not be maintained by the Association. All landscaping installed by the Owner, with the permission of the Association, and builder installed landscaping, except as described in Section 2 or Article VII, hereinabove, shall be well-maintained consistent to the common areas within the community by the Owner.

together with the landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, all as applicable, have been approved in writing by the ARC and the BOD.

Approvals. Unless waived by the ARC or BOD, all plans shall be prepared by an architect, engineer, or contractor, with said person to be employed at the expense of the Owner. If for any reason, including purely aesthetic reasons, the ARC or BOD should determine that a proposed improvement or alteration is not consistent with the planning criteria or the development plan, or in the best interest of the community, such improvement or alteration shall not be made. Approval of plans may be withheld not only because of non-compliance with any of the specific conditions, covenants or restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARC or BOD with the location of the structure on the Lot, be it elevation, color scheme, finished design, proportions, architecture, drainage plans, shape, height, style, and appropriateness of the proposed structures or altered structures, the materials used because of its reasonable satisfaction or any other matter or thing which, in the judgement of the ARC or BOD, will render the proposed improvement or alteration inharmonious with the general development plan of the Planning Criteria. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARC or BOD by the Owner prior to applying for a building permit. Submittals and resubmittals of plans shall be approved or disapproved at the next scheduled ARC meeting, and subsequent BOD meeting. Notifications by the ARC and BOD for approval or disapproval shall be written and sent to the Owner within ten (10) business days. Failure of the ARC and BOD to respond in writing to submittal or resubmittal plans within such period shall be deemed to be an approval of the plan as submitted or resubmitted. If plans are disapproved, the written response form shall specify the reason or reasons of such disapproval.

Violations. The work must be performed strictly in accordance with the plans as approved. If after plans have been approved, the improvements are altered, erected, or maintained upon the Lot other than as approved, the same shall be deemed to have been undertaken without ARC or BOD approval.

Variances. The ARC or BOD may grant variances from compliance with the architectural provisions of this Declaration or the Planning Criteria including, without limitation, restrictions upon height, size or placement of structures or similar restrictions, upon consideration of circumstances such as topography, natural obstruction, hardship, aesthetic or environment are considerations may reasonably require. Such variances must be written and signed by at least two (2) members of the ARC or the majority of the BOD. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration or the planning criteria for any purpose except as to the particular Lot and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with the governmental requirements.

Waiver of Liability. None of the ARC or the Association, or any agent or employees thereof, shall be liable to anyone submitting plans for approval or to any Owner, occupant or guest of the property by reason of or connection with approval or disapproval of any plans, or for any defect or any plans submitted, revised or approved in accordance with the requirements of the ARC, or for any structural or other defect in any work done according to such plans. Approval of plans or any other approvals, variances, or consents, are given solely to protect the aesthetics of the property in the judgement of the ARC and BOD and shall not be deemed a warranty, representation, or covenant that any action taken in reliance thereon complies with the applicable laws, codes, rules or regulations, nor shall ARC approval be deemed approval of any plan or design from the standpoint of structural safety or conformity with a building that occurs. Every person who submits plans for approval agrees, by submission of such plans and every Owner or occupant of any Lot agrees by acquiring title thereto or any interest therein, that it will not bring any action, proceedings or suit to recover any such damages.

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

ARTICLE IX. PROPERTY RIGHTS

Section 1. Every Owner shall have the right to use and peaceably enjoy the common areas. These rights are appurtenant to and shall pass with the title to such lot, subject to the following rights of the Association:

- a. The right to suspend the right to the use of the Common Areas for periods during which assessments against a particular Lot remain unpaid or for violation of the Association's Declarations, Rules or Regulations and the right, after a hearing by committee appointed by the Board of Directors, to suspend such rights, not exceeding thirty (30) days.

- b. The right to dedicate or transfer all or any part of the Common Areas to the municipality, county, state, or public agency, authority or utility for such purposes as may be agreed upon by the members of the Association, and to individuals as the Board deems fit. No such dedication or transfer shall be effective until and unless an instrument executed by a majority of the Members entitled to vote has been recorded in the public records of Polk County, Florida.
- c. The right to acquire by gift, purchase or otherwise own, hold and improve, build upon, operate, maintain, convey, sell, trade or dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association.

Section 2. Owners may grant their right of peaceful use of the Common Areas, including Kelly Lake and recreational facilities, to members of their immediate families, guests. These rights, both of the Owners and the delegated designees, are subject to such limitations and restrictions as may be imposed by the Board of Directors, such as:

a. It is the intent that each Lot will be occupied as a private dwelling for the Lot Owner and his or her immediate family, which under Florida Statutes §657.002, means parents, children, spouse, or surviving spouse of the member, or any other relative by blood, marriage, or adoption. No Owner may rent or lease their dwelling to any non-related third party. The legitimate purpose of this restriction is for the protection of property values, promoting and maintaining community standards for which the Association was created. Moreover, to rent or lease within the development can result in higher liability insurance rates and lower property values. Withholding the ability to rent or lease protects members financially. Rental or lease restrictions increases the number of residents with invested interest in the community's long-term success, thereby promoting neighborhood stability and a greater sense of community.

Section 3. Kelly Lake, as described and delineated on the plat and replat of VILLAS BY-THE-LAKE, may be used and enjoyed by all Owners and their immediate families, and guests. Boats equipped for and/or carrying gasoline or diesel-powered motors are prohibited on the lake (except those boats used for maintenance and weed control purposes.) No dock or other structure shall be constructed by any Owners, beyond the boundaries of their Lot as shown on the recorded plat or replat.

Section 4. Every Owner has the right to submit, within 10 (ten) days of a questioned decision of any authorized committee, a written appeal for a rehearing to the President or Vice President of the Board of Directors for a review of the decision by the full Board of Directors. The decision of the Board of Directors will be final.

ARTICLE X. EASEMENTS

Section 1. Easements for the installation and maintenance of utilities and drainage facilities are dedicated as shown on the recorded plats. Within these easements no structure or planting or other material shall be erected or permitted to remain which might damage or

interfere with the installation or maintenance of such utilities or facilities, or which may interfere with or restrict the direction of flow of any drainage facilities. The easement area of each lot shall be continuously maintained by the lot owner, except for improvements or maintenance of which a public authority or utility is responsible, and for such maintenance as may be the responsibility of the Association.

Section 2. No dwelling or other structure of any kind shall be built, erected, or maintained on any such easement, reservation or right of way, and such easement, reservation, or right of way shall at all times be open and accessible to public and quasi-public utility corporations, and employees and contractors, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, or above such locations to carry out any of the purposes for which the easement, reservation and rights of way are reserved.

Section 3. There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot and any portion or portions of the Common Areas adjacent thereto for any encroachment due to the unintentional placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this Declaration. Such easement shall exist as to a distance of not more than one (1) foot as measured from any point on the common boundary between adjacent lots and between each lot and the adjacent portion of the Common Area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of the Owner.

ARTICLE XI. RIGHT OF ENTRY

Section 1. The Association, through its duly authorized employees and contractors, shall have the right, after reasonable notice to the owner, to enter any lot at any reasonable time on any day to perform such maintenance as may be necessary and authorized. Reasonable time shall be determined by the urgency of the situation.

ARTICLE XII. PARTITION

Section 1. There shall be no partition of the Common Areas nor improvements thereon, nor shall the Association or any owner, or other person acquiring any interest in the subdivision, or any part thereof, seek judicial partition of their interest.

ARTICLE XIII. RESTRICTIONS

Section 1. All dwellings in the subdivision are to be occupied, or built as residences for a single family, and shall be built with real brick exterior veneers in conformity with existing dwellings and the architectural theme promoted by the original developer, and shall be compatible with the existing dwellings in the subdivision as to size, type, quality of materials and design. All plans, specifications and drawings for the construction of any new housing, and any rebuilding or exterior remodeling or alteration of the existing dwelling shall be subject to

the review and approval of the Architectural Review Committee (ARC) and the Board of Directors before any construction or site preparation of any kind shall commence. A completed Architectural Review Request form, with appropriate supporting documentation, should be deposited in the Architectural drop box located near the community mailboxes, or given to the Architectural Review Committee chairperson no later than one (1) week prior to the normally scheduled meeting. The ARC meeting is normally held on the first Tuesday of each month. The actual meeting date and time is posted on the community bulletin board 48 hours prior to the scheduled meeting. At the ARC meeting, the Owner-submitted request of proposed plans, specifications, and drawings will be reviewed. The committee will make its recommendations in writing to the Board of Directors at their next scheduled meeting, which normally occurs on the second Tuesday of each month. After receipt of the ARC's recommendation to approve or disapprove the Owner-submitted request of proposed plans, specifications, and drawing, the Board will have ten (10) business days to notify the owner of the Association's decision. It is the intent of this restriction to maintain architectural harmony within the subdivision, and to preserve the value of the properties within the subdivision individually and as a single family home community.

Section 2. No business of any kind shall be carried on in any residence or on any Lot. No garage sale shall be permitted on any Lot.

Section 3. No noxious or offensive activity shall be conducted in, or on, any Lot. No Owner shall permit anything to be done or kept on his, her or its Lot which may interfere with the rights of other Owners. No Owner shall annoy other Owners by unreasonable noise, light, odor, or otherwise, nor shall any Owner conduct or permit any nuisance, immoral, or illegal act on his, her or its Lot.

Section 4. No sign of any kind shall be displayed to public view on a Lot or Common Area by any Owner without prior written consent of the Association, except customary name and address signs.

Section 5. Nothing shall be done or kept on a Lot or on the Common Area which would increase the Associations' or other Owner's rate of insurance relating thereto without the written consent of the Association. No Owner shall permit anything to be done or kept on his, her or its Lot or the Common Areas which would result in the cancellation of insurance on any residence or on any part of the Common Areas or which would be in violation of any law.

Section 6. No dogs, cats, other household pets, any other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Areas. Dogs, cats, fish, and caged birds may be kept inside of the residence. Such dogs and cats may be walked outside only on a leash. All pet owners are to pick up after their pets when they defecate on any yard or on any Common Area grounds.

Section 7. No rubbish, trash, garbage, or other waste material shall be kept or permitted to remain on any Lot or on the Common Areas.

Section 8. No fence, hedge, wall, or other dividing instrument, nor any exterior addition or change to any structure, shall be made or maintained on any Lot except by written permission of the Association after consideration of the aesthetic effect thereof. No exterior radio or television antennae shall be erected or maintained in the subdivision except those permitted by local, State or Federal Regulations. No alterations shall be made by any owner to the exterior of any villa without the written consent of the Architectural Committee.

Section 9. No outbuilding, tent, shack, garage, trailer, shed, utility building, or temporary building of any kind shall be erected or maintained on any Lot or the Common Area.

Section 10. Nothing shall be altered in, constructed on, removed from, or stored on the Common Areas, except by written consent of the Association.

Section 11. All garage doors shall be kept closed at all times except when being used for entry or exit but may be partially open when necessary to augment ventilation.

ARTICLE XIV. BUILDERS RIGHTS

Deleted in its entirety on 2/26/2019

ARTICLE XV. STREETS, DRIVEWAYS, AND PARKING

Section 1. The streets, driveways, and parking areas may be used only for the operation and parking of operable passenger vehicles. They may not be used for the parking or storage of boats, trucks in excess of three-quarter (3/4) ton capacity, trailers, motor homes, mobile homes, houseboats, campers, buses, or similar vehicles.

Section 2. Overnight parking is prohibited on the street. Parking on any grassy areas is prohibited at any time unless maintenance to a residence is being undertaken.

ARTICLE XVI. OBLIGATION TO REBUILD

Section 1. If all or any part of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof with all due diligence to rebuild, repair, or reconstruct such dwelling in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

ARTICLE XVII. ENFORCEMENT OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Section 1. Except as specifically provided herein the Association, and each Owner, shall have the right to bring an action at law or in equity against any Owner or the Association, as the case may be, to enforce or seek judicial interpretation of the several covenants, conditions and restrictions set forth in this Declaration. In the event of any such suit, the prevailing party or parties shall be entitled to recover from the losing party or parties all expenses of suit,

including, without limitation, court costs and a reasonable attorney's fee at the pre-trial, trial, appellate and post-judgment levels. Failure by the Association or by any Owner to enforce any covenant or restriction, herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Fines. The Association may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefitting the SWFWMD.

A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a review hearing before a committee of at least three (3) persons (the "Violating Committee") appointed by the Board who are not officers, directors, employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the Violations Committee does not, by a majority vote to uphold the fine or suspension levied by the Board, the same may not be imposed. The written notice of violation shall be in writing to the Owner, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

The non-compliance along with the Board's fining decision shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why the fine should not be upheld. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, guest, or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

The Board may impose Individual Assessments against the Owner in the amount up to \$100.00 (or greater amount permitted by law from time to time) per day for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Board may fine an Owner, guest, or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors. A fine may exceed \$1,000.00 in the aggregate. A fine of \$1,000.00 or more may become a lien against a parcel. A fine of less than \$1,000.00 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the Court.

ARTICLE XVIII. SEVERABILITY

Section 1. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE XIX. AMENDMENTS

Section 1. This Declaration of Covenants, Conditions and Restrictions may be amended by a majority of the Members existing at the time and entitled to vote and present in person or by limited proxy at a duly called and noticed meeting of Members. Any such amendments shall be effective as of the date thereof, notwithstanding that any such amendment may be recorded in the public records of Polk County, Florida, at a later date.

ARTICLE XX. SUBORDINATION

Section 1. No breach of any of the covenants herein contained, or reentry by reason of such breach, shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee sale or otherwise.

ARTICLE XXI. TERM OF DECLARATION

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Association or any member thereof until terminated by a vote of the Members.

10/2020

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
VILLAS BY-THE-LAKE OWNERS ASSOCIATION, INC.

THIS DECLARATION is made on the date hereinafter set forth by VILLAS BY-THE-LAKE Owners Association, Inc., a private, not-for-profit Florida corporation, (the "Association",) which along with its members, have all the right, title and interest, both legal and equitable, in and to certain Common Areas, Lots and improvements thereto constituting that subdivision, more particularly described as all of VILLAS BY-THE-LAKE as per plat thereof as recorded in Official Records Book 87 pages 37-38, and a replat recorded in Official Records Book 98 page 33 of the Public Records of Polk County, Florida.

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS INTENDED TO AND SHALL AMEND THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VILLAS BY-THE-LAKE RECORDED AT O. R. BOOK 2719, PAGES 0557 TROUGH 0572, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AS SAID DECLARATION WAS AMENDED ON APRIL 2, 1994, WHICH AMENDMENT WAS RECORDED AT O.R. BOOK 3374, PAGE 0607, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND AGAIN AMENDED ON JUNE 26, 1996, WHICH AMENDMENT WAS RECORDED AT O.R. BOOK 3697, PAGE 0811, OFFICIAL RECORDS OF POLK COUNTY, FLORIDA.

ARTICLE I. PURPOSE

Section 1. For the purposes of enhancing and protecting the value, attractiveness and the desirability of the Lots constituting such subdivision and Common Areas, both as defined herein, the Association hereby declares that all of the real and personal property described above, and each part thereof, shall be held, sold, and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property, or part thereof, their heirs, successors or assigns, and shall accrue to the benefit of each owner thereof.

ARTICLE II. DEFINITIONS

Section 1. Association shall mean and refer to VILLAS BY-THE-LAKE Owners Association, Inc., a not-for-profit Florida corporation, its successors and assigns as defined by the Article of Incorporation filed with the state of Florida and amended by filing of April 11, 1994 and as may be amended from time to time.

Section 2. Common Areas shall mean all real property, in which the Owners have no ownership interest, owned by the Association for the common use and enjoyment of the Owners including member-approved recreational facilities, lawns, ground, streets, parking

areas, walkways, water drainage systems (surface and underground), decorative walls, including without limitation, entrance walls, retaining walls, seawalls, Kelly Lake and shoreline of the lake, all within the plat of VILLAS BY-THE-LAKE and all replats thereof.

Section 3. Lot shall mean and refer to any parcel of land with a designated lot number or a metes and bounds description of property, with the exception of the common areas which are shown on the recorded subdivision plat and replat as Tracts. Lots are intended for the construction of residential villas only.

Section 4. Maintenance shall mean the exercise of reasonable care to keep the club house, Kelly Lake, seawalls, recreational center, streets, parking areas, landscaping, and other related improvements and fixtures in a condition comparable to new construction condition, normal wear and tear excepted.

Section 5. Member means every person or entity who is a record owner of a Lot or has an undivided interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation.

Section 6. Mortgagee shall mean a mortgage lending institution which is the holder of a mortgage, or a beneficiary or holder of a deed of trust.

Section 7. Owner shall mean the recorded owner in fee simple of any Lot in the Subdivision, and shall include contract buyers, and all persons or entities who may have an ownership interest in a Lot whether jointly or severally. Mortgagees and persons or entities holding title merely as security for an obligation shall not be considered "Owners" for the purposes of this Declaration.

Section 8. Subdivision shall mean the development know commonly and in the official records of Polk County, Florida as Villas By-The-Lake and shall include all property within such development as may be shown on the recorded plats and replats thereof and shall be posted as private property and remain a private development.

Section 9. Tract shall mean any unit of land in the subdivision as identified on the plat or replat as Tract followed by the letter "A" through "R." Tracts are intended as open areas, parking or recreational areas and are not intended for the construction of residential units.

Section 10. Lake shall mean Kelly Lake, a private lake, as shown on the recorded plat and replat of VILLAS BY-THE-LAKE.

Section 11. Developer shall mean Scott Kelly corporation and its transferees.

Section 12. Amended and Restated Declaration shall refer to this Amended and Restated Declaration of Covenants, Conditions and Restriction of VILLAS BY-THE-LAKE OWNERS ASSOCIATION, INC., as it may be further amended from time to time, and which supersede that certain Declaration of file in the Official Records book 2719, Pages 0557 through 0572, Official

Records of Polk County, Florida, and subsequently amended and recorded in the Official Records Book 3374, Page 0607 and again amended and recorded at O.R. Book 3697, Page 0811, Official Records of Polk County, Florida.

ART. II, Section 13.

SEE AMENDMENT.

ARTICLE III. MEMBERSHIP IN THE ASSOCIATION

Section 1. Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Members are entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be members. The vote for such Lot shall be exercised as the joint owners may determine among themselves, except that no fractional voting is allowed, and a written confirmation, using such forms as may be allowed, and a written confirmation, using such forms as may be prescribed by the Association, shall be filed with the Secretary of the Association designating the person who shall vote for such Lot.

Section 2. Each Member shall receive written notice at least ten (10) days prior to the annual meeting and special meeting where assessments, amendments to the Articles of Incorporation, Amended and Restated Declaration of Covenant, Conditions and Regulations or Bylaws will be presented and discussed. The notices shall contain a brief description of the agenda to be discussed. An Owner shall be responsible for keeping the Secretary apprised of the current ownership and all mailing address information for his, her or its Lot.

Section 3. Notice of all other meetings of the Board of Directors, or of committees, shall be posted on the Association bulletin board forty-eight (48) hours in advance of such meetings. These notices shall contain a brief description of the agenda to be discussed.

Section 4. Members may waive notice of any meeting by filing a written waiver, using such forms as may be prescribed by the Association, with the Secretary of the Association.

Section 5. One fifth (1/5) of the members entitled to vote may, by filing a petition with the Board, call a special meeting of the membership. The notice of such meeting shall conform to Section 2, above. Petitioners will bear the expense of notifying the Association members of the special meeting.

ARTICLE IV. REGULAR ASSESSMENTS

Section 1. Each Owner hereby agrees to accept the Articles of Incorporation, the Amended and Restated Declaration and Bylaws of the Association by acceptance of a deed to such Lot, whether or not stated in such deed, and to pay to the Association assessments as follows:

- a. A pro rata amount of an annual operating budget, as determined by the Board of Directors, which is deemed sufficient to meet all routine maintenance, insurance, and administrative expenses, and
- b. A pro rata amount of a reserve fund, as determined by the Board of Directors using generally accepted engineering and accounting principles, to meet the on-going costs for capitalized maintenance and repair of the Association's property, whether real or personal, including but not limited to street paving and resurfacing and other structural and recreational facilities owned by the Association in accordance with the maintenance standards set forth hereinbelow.

Section 2. These assessments together with interest, costs, and reasonable attorney's fees for the collection thereof, if necessary, shall be a charge against the land, and a lien may be filed on each such Lot if not paid when due. Such assessments shall also be a joint and several personal obligation of the person or persons owning such lot at the time the assessments are due, but the personal obligation shall not pass to the successors in title unless expressly assumed by them. An Owner shall not be excused from his, her or its obligation to pay any assessment provided for under this Declaration by the failure to exercise or abandonment of his, her or its right to use and enjoy the Common Areas.

ARTICLE V. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

Section 1. In addition to, but not in lieu of the regular assessments described herein, the Association may, from time to time, levy special assessments as may be approved by a majority of the members, including, without limitation, special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement to any of the Common Areas, and including without limitation, fixtures, equipment and other personal property related thereto, and for such other expenses and contingencies as the membership shall approve.

ARTICLE VI. COLLECTION OF ASSESSMENTS

Section 1. The regular assessments provided for herein shall commence and become the obligation of every Owner with respect to each Lot owned by an Owner upon delivery of the deed to such Lot (s) and shall be pro-rated as of that date. Regular assessments shall be payable quarterly, in advance, and on or before the 10th day of January, April, July and October of each year. Special assessments shall be payable as expressly stated in the approval of such assessments by the members.

Section 2. The Association shall, on demand and for a reasonable charge, furnish a certificate, signed by the President, Secretary or Treasurer of the Association, setting forth whether the assessments against a specific Lot have been paid, in a form as may be specified by the Association and pursuant to such reasonable terms and conditions as the Association may from time to time specify in its Bylaws or Rules and Regulations.

Section 3. Any assessments, whether regular or special, which are not paid in full by the date due or, when applicable, within any "grace" period promulgated by the Board of Directors, shall be considered delinquent. All delinquent assessments shall bear simple interest at the rate of 12% (twelve percent) per annum. Such interest shall begin to accrue on the first date upon which the assessment became delinquent and shall continue to accrue until the principal amount due and owing and all interest accrued thereon have been paid. The Association shall be entitled to impose and foreclose a lien upon any Lot of any Owner for all delinquent regular and special assessments, which lien shall, additionally, secure the principal amount of any unpaid assessment obligation, together with interest thereon, and all expenses of collection, including, without limitation, attorney's fees and cost of suit. Foreclosure of any lien imposed under the provisions of this paragraph shall be in the same manner as the foreclosure of a mortgage, and shall include, without limitation, the right of the Association to obtain a personal judgment against the Owner or Owners for any deficiency.

Section 4. The assessment lien provided for in Section 3, above, be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien, however, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such foreclosure. No sale or foreclosure shall relieve such Lot from foreclosure. No sale or foreclosure shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof, nor shall it relieve the seller of personal responsibility thereof.

Section 5. In addition to, and not in lieu of, any lien rights or remedies which the Association may have hereunder, the Association shall also be entitled to bring an action at law against an Owner for all sums due and owing, including the principal amount of any unpaid assessment obligation, together with interest thereon, and all expenses of collection, including without limitation, attorney's fees and costs of suit.

Section 6. In the case of joint or several ownerships of a Lot, the personal liability of such Owners for all assessments shall be joint and several.

Section 7. The term "attorney's fees" as used hereunder includes all fees incurred by the Association at the pre-suit, trial, appellate and post-judgment levels.

Section 8. All remedies of the Association hereunder are cumulative and not exclusive, nor shall any provision hereunder be construed as limiting in any way the rights or remedies available to the Association to enforce or collect any money judgement obtained against an Owner.

Section 9. Notwithstanding any right which may be accorded herein to members to enforce the covenants, conditions and restrictions provided in the Amended and Restated Declaration of Covenants, Conditions and Regulations, it shall be the exclusive right and prerogative of the Association to enforce the covenant of an Owner's obligation to pay assessments.

ARTICLE VII. MAINTENANCE AND REPAIR BY THE ASSOCIATION

Section 1. Through the budgeted regular assessment, the Association shall maintain each Owner's lawn, and the maintenance and repair of Kelly Lake, streets, parking areas, recreational facilities, landscaping, proper insurance, common electrical, sewer and water utility services, and drainage services, as described herein.

Section 2. Maintenance of Owners' lawns shall consist of mowing, edging, insecticide applications, and fertilizing in keeping with seasonal requirements. All flower beds, shrubs, and trees shall be maintained at the Owner's sole expense. The Association's maintenance of Owners' lawns shall be without any expressed or inferred warranties of any kind other than such warranties which may be offered by the lawn service or product manufacturer.

Section 3. Maintenance of the common areas shall include the lawns, grounds, streets, parking areas, walkways, water drainage systems (surface and underground), decorative walls including the entrance walls, retaining walls, seawalls and the shoreline of Kelly Lake within the plat of Villas By-The-Lake, and trimming, mulching, weeding, insecticide application, mowing, edging and fertilizing as is appropriate.

Section 4. The Association shall purchase and maintain physical damage insurance for the Common Areas and improvements thereon, to the extent such insurance is available. Such insurance shall cover the replacement cost of the facilities and improvements on the common Areas. The Association shall also purchase general liability insurance, to the extent such insurance is available, in an amount no less than \$1,000,000.00 (one million dollars) per occurrence and directors and Officers Liability insurance in an amount no less than \$500,000.00 (five hundred thousand dollars) per occurrence. The Association may also purchase and maintain supplemental liability "umbrella" insurance, to the extent that such insurance is available.

Section 5. Notwithstanding anything herein to the contrary, with regard to Kelly Lake, the Association does not warrant, nor shall the Association be responsible for the water level of Kelly Lake. Moreover, the Association shall not be responsible in any way for losses, damages or conditions occurring as a result of Acts of God, force majeure, or environmental hazards, conditions or occurrences which are not within the control of the Association, or for any condition created by or losses resulting for the original construction or design of Kelly Lake by Scott Kelly Corporation, its contractors or agents, including without limitation, the design and construction of the sea wall. With respect to the water quality of Kelly Lake, the Association

shall be responsible to maintain Kelly Lake only in accordance with local or state standards applicable to retention ponds.

Section 6. In the event of casualty or loss to any recreational facilities to the extent that any such facilities must be totally reconstructed or rebuilt, the Association, by a vote of a majority of the members entitled to vote, shall have the option of deciding whether or not to reconstruct or rebuild such facilities or of deciding to replace such facilities with other types of recreational facilities.

Section 7. The Association, through its duly authorized employees and contractors, shall have the right, after reasonable notice to the Owner, to enter on any Lot at any reasonable time on any day to perform such maintenance as may in good faith be deemed necessary and authorized.

Section 8. The Association has the responsibility for keeping its assets in proper order by repair or replacement.

ARTICLE VIII. MAINTENANCE BY LOT OWNERS

Section 1. Owners shall be responsible for all other maintenance not defined in Article VII, above. Lot and lot improvements, screen enclosures and other additions or alterations will not be maintained by the Association. All landscaping installed by the Owner, with the permission of the Association, and builder installed landscaping, except as described in Section 2 or Article VII, hereinabove, shall be well-maintained consistent to the common areas within the community by the Owner.

Section 2. Each Owner shall at their sole cost and expense repair their respective residences, keeping the same, in a condition comparable to the condition of such building at the time of its original construction, normal wear and tear excepted.

Section 3. In the event an Owner fails or refuses to maintain his, her or its Lot or residence exterior in accordance with Sections 1 and 2 of this article, upon ten (10) days written notice of its intention to do so, the Association shall have the right to enter upon the Lot of such Owner and undertake such maintenance and make such repairs as the Association determines in its sound business judgment to be necessary and at reasonable expense. If the Owner fails to reimburse the Association for such expense within thirty (30) days of written demand therefor, the Association may treat such expense as a special assessment against the Lot of the Owner and enforce and collect such assessment upon the same terms, conditions and manner set forth in Article VI, above. However, it shall not be necessary for the Association to obtain the approval of the members to levy the assessment called for under this Section.

ARTICLE IX. PROPERTY RIGHTS

Section 1. Every Owner shall have the right to use and peaceably enjoy the common areas. These rights are appurtenant to and shall pass with the title to such lot, subject to the following rights of the Association:

- a. The right to suspend the right to the use of the Common Areas for periods during which assessments against a particular Lot remain unpaid, and the right, after a hearing by a committee appointed by the Board of Directors, to suspend such rights, not exceeding thirty (30) days, or levy reasonable fines, not to exceed fifty dollars (50) per violation, for any infraction of the published Amended and Restated Declaration, Bylaws, and Rules and Regulations of the Association.
- b. The right to dedicate or transfer all or any part of the Common Areas to the municipality, county, state, or public agency, authority or utility for such purposes as may be agreed upon by the members of the Association. No such dedication or transfer shall be effective until and unless an instrument executed by a majority of the Members entitled to vote has been recorded in the public records of Polk County, Florida.

Section 2. Each Owner may grant his, her or its right of peaceful use of the Common Areas, including Kelly Lake and recreational facilities, to members of their immediate families, guests, and/or their lessees. These rights, both of the Owners and the delegated designees, are subject to such limitations and restrictions as may be imposed by the Board of Directors, such as:

- a. No Owner may initiate a lease or rent his, her or its Lot more than once during any calendar year, regardless of the duration of the lease or rental. All leases or rental agreements shall be in writing and signed by the Owner and the Tenant. All Tenants shall execute and deliver to the Association, on forms which the Board of Directors may adopt from time to time and which shall be available to members from the President or Secretary upon request, an acknowledgment that the Tenant has received from the Owner a copy of the Amended and Restated Declaration, Bylaws and Rules and Regulations of the Restated Declaration, Bylaws and Rules and Regulations of the Association, and that the Tenant agrees to be bound thereby at all times during the lease or rental period. Owners shall in all instances be responsible, jointly, and severally with their Tenants, for any damage or injuries which may occur to or on Common Areas which may arise from the acts or omissions of their Tenants. No subleasing or time sharing of a Lot is permitted.

Section 3. Kelly Lake, as described and delineated on the plat and replat of VILLAS BY-THE-LAKE, may be used and enjoyed by all Owners and their immediate families, Lessees, and guests. Boats equipped for and/or carrying gasoline or diesel-powered motors are prohibited

on the lake (except those boats used for maintenance and weed control purposes.) No dock or other structure shall be constructed by any Owners, beyond the boundaries of their Lot as shown on the recorded plat or replat.

Section 4. Every Owner has the right to submit, within 10 (ten) days of a questioned decision of any authorized committee, a written appeal for a rehearing to the President or Vice President of the Board of Directors for a review of the decision by the full Board of Directors. The decision of the Board of Directors will be final.

ARTICLE X. EASEMENTS

Section 1. Easements for the installation and maintenance of utilities and drainage facilities are dedicated as shown on the recorded plats. Within these easements no structure or planting or other material shall be erected or permitted to remain which might damage or interfere with the installation or maintenance of such utilities or facilities, or which may interfere with or restrict the direction of flow of any drainage facilities. The easement area of each lot shall be continuously maintained by the lot owner, except for improvements or maintenance of which a public authority or utility is responsible, and for such maintenance as may be the responsibility of the Association.

Section 2. No dwelling or other structure of any kind shall be built, erected, or maintained on any such easement, reservation or right of way, and such easement, reservation, or right of way shall at all times be open and accessible to public and quasi-public utility corporations, and employees and contractors, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, or above such locations to carry out any of the purposes for which the easement, reservation and rights of way are reserved.

Section 3. There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot and any portion or portions of the Common Areas adjacent thereto for any encroachment due to the unintentional placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this Declaration. Such easement shall exist as to a distance of not more than one (1) foot as measured from any point on the common boundary between adjacent lots and between each lot and the adjacent portion of the Common Area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of the Owner.

ARTICLE XI. RIGHT OF ENTRY

Section 1. The Association, through its duly authorized employees and contractors, shall have the right, after reasonable notice to the owner, to enter any lot at any reasonable time on any day to perform such maintenance as may be necessary and authorized. Reasonable time shall be determined by the urgency of the situation.

ARTICLE XII. PARTITION

Section 1. There shall be no partition of the Common Areas nor improvements thereon, nor shall the Association or any owner, or other person acquiring any interest in the subdivision, or any part thereof, seek judicial partition of their interest.

ARTICLE XIII. RESTRICTIONS

Section 1. All dwellings in the subdivision are to be occupied, leased or built as residences for a single family, and shall be built with real brick exterior veneers in conformity with existing dwellings and the architectural theme promoted by the original developer, and shall be compatible with the existing dwellings in the subdivision as to size, type, quality of materials and design. All plans, specifications and drawings for the construction of any new housing, and any rebuilding or exterior remodeling or alteration of the existing dwelling shall be subject to the review and approval of the Architectural Committee and the Board of Directors before any construction or site preparation of any kind shall commence. The Architectural Committee shall have seven (7) working days from the date of receipt of such proposed plans, specifications, and drawings to conduct its review and make its recommendations, in writing, to the Board of Directors. The Board of Directors shall then have three (3) working days from the receipt of the Architectural Committee's recommendation to approve or disapprove the proposed plans, specifications, and drawings, and to notify the Owner of the Association's decision. It is the intent of this restriction to maintain architectural harmony within the subdivision, its desirability and value as a community of single family homes, and to preserve the value of the properties within the subdivision individually and as a community.

Section 2. No business of any kind shall be carried on in any residence or on any Lot. No garage sale shall be permitted on any Lot.

Section 3. No noxious or offensive activity shall be conducted in, or on, any Lot. No Owner shall permit anything to be done or kept on his, her or its Lot which may interfere with the rights of other Owners. No Owner shall annoy other Owners by unreasonable noise, light, odor, or otherwise, nor shall any Owner conduct or permit any nuisance, immoral, or illegal act on his, her or its Lot.

Section 4. No sign of any kind shall be displayed to public view on a Lot or Common Area by any Owner without prior written consent of the Association, except customary name and address signs.

Section 5. Nothing shall be done or kept on a Lot or on the Common Area which would increase the Associations' or other Owner's rate of insurance relating thereto without the written consent of the Association. No Owner shall permit anything to be done or kept on his, her or its Lot or the Common Areas which would result in the cancellation of insurance on any residence or on any part of the Common Areas or which would be in violation of any law.

Section 6. No dogs, cats, other household pets, any other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Areas. Dogs, cats, fish, and caged birds may be kept inside of the residence. Such dogs and cats may be walked outside only on a leash.

Section 7. No rubbish, trash, garbage, or other waste material shall be kept or permitted to remain on any Lot or on the Common Areas.

Section 8. No fence, hedge, wall, or other dividing instrument, nor any exterior addition or change to any structure, shall be made or maintained on any Lot except by written permission of the Association after consideration of the aesthetic effect thereof. No exterior radio or television antennae shall be erected or maintained in the subdivision except those permitted by local, State or Federal Regulations. No alterations shall be made by any owner to the exterior of any villa without the written consent of the Architectural Committee.

Section 9. No outbuilding, tent, shack, garage, trailer, shed, utility building, or temporary building of any kind shall be erected or maintained on any Lot or the Common Area.

Section 10. Nothing shall be altered in, constructed on, removed from, or stored on the Common Areas, except by written consent of the Association.

Section 11. All garage doors shall be kept closed at all times except when being used for entry or exit but may be partially open when necessary to augment ventilation.

ARTICLE XIV. BUILDERS RIGHT

Section 1. The Association recognizes that the completion of the Subdivision be accomplished and established as a fully occupied community as soon as practical, and that the sale and development of the remaining Lots is essential to accomplish this purpose. Therefore, the following terms and conditions regarding all builders shall govern:

- a. Section 1 of Article XIII of this Declaration shall be the controlling factor for any new residence built in the Subdivision.
- b. The Association will reasonably cooperate with the original Developer, or its successors or transferees, in the marketing and sale of the new homes.
- c. The use of reasonable signs, including entrance signs, directional signs and "For Sale" signs, as may be necessary for the sale, lease or other disposition of the Subdivision Lots, may be permitted with the consent of the Board of Directors, and
- d. The Association recognizes that the storage of construction materials and supplies is a necessary adjunct of building new homes, and that such activities may be permitted on a temporary basis with the consent of the Board of Directors.

ARTICLE XV. STREETS, DRIVEWAYS, AND PARKING

Section 1. The streets, driveways, and parking areas may be used only for the operation and parking of operable passenger vehicles. They may not be used for the parking or storage of

boats, trucks in excess of three-quarter (3/4) ton capacity, trailers, motor homes, mobile homes, houseboats, campers, buses, or similar vehicles.

ARTICLE XVI. OBLIGATION TO REBUILD

Section 1. If all or any part of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof with all due diligence to rebuild, repair, or reconstruct such dwelling in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

ARTICLE XVII. ENFORCEMENT OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Section 1. Except as specifically provided herein the Association, and each Owner, shall have the right to bring an action at law or in equity against any Owner or the Association, as the case may be, to enforce or seek judicial interpretation of the several covenants, conditions and restrictions set forth in this Declaration. In the event of any such suit, the prevailing party or parties shall be entitled to recover from the losing party or parties all expenses of suit, including, without limitation, court costs and a reasonable attorney's fee at the pre-trial, trial, appellate and post-judgment levels. Failure by the Association or by any Owner to enforce any covenant or restriction, herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XVIII. SEVERABILITY

Section 1. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE XIX. AMENDMENTS

Section 1. This Declaration of Covenants, Conditions and Restrictions may be amended by a majority of the Members existing at the time and entitled to vote and present in person or by limited proxy at a duly called and noticed meeting of Members. Any such amendments shall be effective as of the date thereof, notwithstanding that any such amendment may be recorded in the public records of Polk County, Florida, at a later date.

ARTICLE XX. SUBORDINATION

Section 1. No breach of any of the covenants herein contained, or reentry by reason of such breach, shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee sale or otherwise.

ARTICLE XXI. TERM OF DECLARATION

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Association or any member thereof until terminated by a vote of the Members.

DATED this 6th ^{5th} 24th of August, 1996.

Signed Sealed and Delivered in the Presence of

VILLAS BY-THE LAKE
ASSOCIATION, INC.

Pennie W. Adams
Witness (print name)
Pennie W. Adams

Gerry B. Pipkin
Gerry B. Pipkin as
President of the
Corporation

KENNETH L. PARKS
Witness (Print name)
Kenneth L. Parks
Corporate Seal

Attest: Jane Handley
Jane Handley as
Secretary of the Corporation



3718 UB 11
POLK OFF. REC. PAGE

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

VILLAS BY-THE-LAKE subdivision

The Declaration of Covenants, Conditions and Restrictions of Villas by-the-Lake subdivision, which is recorded in Official Records Book 2719, Page 557, Public Records of Polk County, Florida, and as further amended and recorded in Official Records Book 3374, Page 0607, Public Records of Polk County, Florida, and Official Records Book 3697, Page 0811, Public Records of Polk County, Florida, is hereby further amended and restated in its entirety, as attached hereto, to become known as follows:

3718 0856
POLK OFF. REC. PAGE

'AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS'

I hereby certify that at a meeting of the members of Villas by-the-Lake Owners Association, Inc., at 7:00 p.m. on August 6, 1996, after due written notice, a majority of the members eligible to vote did appear in person or by proxy and did constitute a quorum for the conduct of the meeting. The majority of the members eligible to vote did cast votes for adoption of the foregoing amended and restated Declaration.

VILLAS BY-THE-LAKE OWNERS
ASSOCIATION, INC.

ATTEST: Jane Handley, Sec.
Jane Handley, Secretary

By: Gerry B. Pipkin, Pres.
Gerry B. Pipkin, President

Attachment: 'Amended and Restated Declaration of Covenants, Conditions and Restrictions' for Villas by-the-Lake Owners Association, Inc.

DEPT 115 69.00
DEPT 291 9.00
1090 H
CHECKS 78.00
7236A

08/15/96

VILLAS BY-THE-LAKE OWNERS ASSOCIATION, INC.
A Corporation Not-for-Profit

PROOF OF NOTICE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF POLK

The undersigned Secretary of Villas by-the-Lake Owners Association, Inc., being duly sworn, deposes and says that notice of the special membership meeting was mailed or hand delivered to each member at the address last furnished to the Association at least ten days prior to the special meeting.

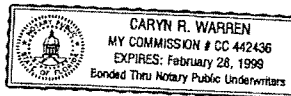
Dated this 24th day of July 1996.

Ed Averett, FLORIDA DRIVERS LICENSE
Ed Averett, Acting Secretary

The foregoing Affidavit was acknowledged before me this 24th day of July 1996, by Ed Averett, the Acting Secretary of Villas by-the-Lake Owners Association, Inc.

Caryn R. Warren
Notary Public

My commission expires:



(mailed 4pm 7-23-96)

PREPARED BY AND RETURN TO

plmtggg-7/23/96 R-GEORGE WOLFE
400 BARBADO'S CIRCLE

INSTR # 2000193125 OR BK 4583 PG 0093 RECD 12/04/2000 03:02 PM
RICHARD M. WEISS, CLERK OF COURT, POLK COUNTY
DEPUTY CLERK E. MOFFIS

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
VILLAS BY-THE-LAKE OWNERS ASSOCIATION, INC.

This FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF VILLAS BY-THE-LAKE OWNER'S ASSOCIATION, INC. ("First Amendment") is made on the date hereinafter set forth by Villas by-the-Lake Owners Association, Inc., a private, not-for-profit Florida corporation, ("Association"). This First Amendment is intended to and shall amend that certain AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF VILLAS BY-THE-LAKE OWNERS ASSOCIATION, INC. ("Declaration") recorded at O.R. BOOK 3718, PAGES 0857 through 0871, Public Records of Polk County, Florida.

THE DECLARATION SHALL BE AMENDED AS FOLLOWS:

ARTICLE II. DEFINITIONS

Section 13. Lessee or Tenant shall mean any individual approved by the Board of Directors to rent or lease an Owner's Lot pursuant to ARTICLE IX. Section 2. a. set out below.

ARTICLE IX. PROPERTY RIGHTS

Section 2.

a. It is the intent of the Owners that each Lot will be occupied as a private dwelling for the Lot Owner and his or her immediate family and for no other purpose including a business purpose. Accordingly, no Owner may rent or lease his or her Lot, to others for business, speculative, investment or other similar purposes. In order to meet special situations and to avoid undue hardship, the Board of Directors may, in its sole discretion, grant permission to an Owner to lease his Lot to a specified Lessee for a period of not less than four (4) consecutive months and no more than twelve (12) consecutive months, however, in no event may the Board of Directors approve more than one lease for any Lot beginning in any calendar year. All leases or rental agreements shall be in writing and signed by the Owner and the Tenant. All Tenants shall execute and deliver to the Association, on forms which the Board of Directors may adopt from time to time and which shall be available to members from the President or Secretary upon request, an acknowledgment that the Tenant has received from the Owner a copy of the Amended and Restated Declaration and Amendments thereto, Bylaws and Rules and Regulations of the Association, that the Tenant agrees to be bound thereby at all times during the lease or rental period. Owners shall in all instances be responsible, jointly and severally with their Tenants, for any damage or injuries which may occur to or on Common Areas which may arise from the acts or omissions of their Tenants. No subleasing or timesharing of a Lot is permitted.

DATED this 10th day of October, 2000.

Signed sealed and delivered in the presence of

EARL GALBRAITH
Earl Galbraith

Witness (print name)

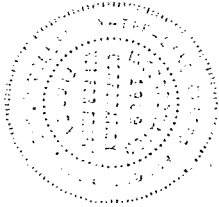
ANNE DEJANOVICH
Anne Dejanovich
Witness (Print name)

VILLAS BY-THE-LAKE OWNERS
ASSOCIATION, INC.

Immie W. Chambless
by Immie W. Chambless, its President
Immie W.

Corporate Seal

Attest: Beverly White
Althea Nye as Secretary of (BEVERLY WHITE, substitute secretary)
VILLAS BY-THE-LAKE OWNERS
ASSOCIATION, INC.



INSTR # 2004128301
BK 05827 PGS 2157-2158 PG(s)2
RECORDED 06/24/2004 01:51:11 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 18.50
RECORDED BY T Tierney

ce
This document was prepared by and
when recorded return to:
Law Offices of Tanya M. Comparetto
Tanya M. Comparetto
114 North Tennessee Avenue
Suite 204
Lakeland, Florida 33801

**AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VILLAS
BY-THE-LAKE OWNERS ASSOCIATION, INC.**

This Amendment is hereby made this 16th day of JUNE, 2004, to that
certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Villas
by-the-Lake Owners Association, Inc. initially recorded at Official Record Book 3718, Pages 857
through 871, Public Records of Polk County, Florida (hereinafter the "Declaration") and is hereby
made by Villas by-the-Lake Owners Association, Inc., a private not for profit Florida Corporation
(hereinafter the "Association").

WHEREAS, the Association desires to amend certain terms and provisions of the
Declaration,

WHEREAS, the Association hereby amends the Declaration by virtue of a majority vote
of the existing members,

Accordingly, the Association hereby declares that the Declaration is amended as follows:

1. Article IX, Section 1, Subsection b is amended as follows:
 - b. The right to dedicate or transfer all or any part of the common areas to the municipality, county, state, or public agency, authority or utility for such purposes as may be agreed upon by the members of the Association, and to individuals as the Board deems fit. No such dedication or transfer shall be effective until and unless an instrument executed by a majority of the members entitled to vote has been recorded in the public records of Polk County, Florida.

2. Article IX, Section 1, Subsection c is added and states as follows:

- c. The Association shall have power to acquire (by gift, purchase or otherwise) own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs to the Association.

Anne Dejanovich
Witness
Print Name Anne Dejanovich

Sara Beckham
Villas-by-the-Lake Owners Association, Inc.
Print Name Sara Beckham
As President

Michelle Mather
Witness
Print Name Michelle Mather

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16th day of June, 2004
by Sara Beckham as President of Villas-by-the-Lake Owners Association, Inc., who
is personally known by me, or who produced Florida Drivers License as identification.

 Michelle Mather
My Commission DD011583
Expires March 25, 2005

Michelle Mather
NOTARY PUBLIC, STATE OF FLORIDA
FWL B25D-785-37-
582-0
307



INSTR # 2019041829
BK 10765 Pgs 1105-1108 PG(s)4
RECORDED 03/01/2019 01:27:27 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$35.50
RECORDED BY berrdavi

R
Prepared By and Return to:
Daniel F. Pilka, Esquire
Pilka & Associates, P.A.
213 Providence Road
Brandon, Florida 33511
Tel: (813) 653-3800

**SECOND AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF VILLAS BY-THE-LAKE OWNERS ASSOCIATION, INC.**

WHEREAS, the members of the Villas by-the-Lake Owners Association, Inc., a Florida not for profit corporation (the "Association"), desires to amend the Amended and Restated Declaration of Covenants, Conditions and Restrictions as recorded in the Official Records Book 3718, Pages 855-871 of the Public Records of Polk County, Florida, and the Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions as recorded in the Official Records Book 5827, Pages 2157-2158 of the Public Records of Polk County, Florida, (referred to herein collectively as the "Declaration"), and

As provided herein, all new language shall be underlined () and all deleted or replaced language shall be stricken through (), and

WHEREAS, the Association desires to comply with Chapter 720, Florida Statutes, as it may be amended from time to time, said Declaration shall be amended as follows:

ARTICLE IV shall be amended as follows:

ARTICLE IV. REGULAR ASSESSMENTS

Section 1. Regular Assessments. Each Owner hereby agrees to accept the Articles of Incorporation, the Amended and Restated Declaration and Bylaws of the Association by acceptance of a deed to such Lot, whether or not stated in such deed, and to pay to the Association assessments as follows:

a. A pro rata amount of an annual operating budget, as determined by the Board of Directors, which is deemed sufficient to meet all routine maintenance, insurance and administrative expenses, and

b. A pro rata amount of a reserve fund, as determined by the Board of Directors using generally accepted engineering and accounting principles, to meet the on-going costs for capitalized maintenance and repair of the Association's property, whether real or personal, including but not limited to street paving and resurfacing and other structural and recreational facilities owned by the Association in accordance with the maintenance standards set forth hereinbelow.

~~c. A pro rata amount of any and all bulk cable or service charges associated with such services provided or made available to the members and owners pursuant to any bulk service agreement or contract entered into by the Association for or on behalf of its membership.~~

Section 2. Special Assessments for Capital Improvements. In addition to, but not in lieu of the regular assessments described herein, the Association may, from time to time, levy special assessments as may be approved by a majority of the members, including, without limitation, special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement to any of the Common Areas, and including without limitation, fixtures, equipment and other personal property related thereto, and for such other expenses and contingencies as the membership shall approve.

Section 3. Individual Special Assessments. Individual Special Assessments for which one or more Members or Owners (but less than all Members or Owners) within the Association, is subject to individual assessments for such things as costs of special services provided to a home or Owner or costs relating to enforcement of the provisions of these Declaration or the architectural provisions hereof as it relates to a particular Owner or Member or home. Further, in the event an Owner or Member fails to maintain the exterior of his or her home (other than those portions of a home maintained by the Association) in a manner satisfactory to the Association, Association shall have the right, through its agents and employees, to enter upon the home and to repair, restore and maintain the home as required by this Declaration. The cost thereof, plus reasonable administrative expenses of the Association shall be an individual assessment. Further, in the event that the Association decides it is in the best interest of the community that the Association perform any other obligation of an Owner or Member under this Declaration, the cost of performing such obligation shall be an individual assessment. The lien for an individual assessment may be foreclosed in the same manner as any other assessment.

ARTICLE V is deleted in its entirety.

ARTICLE V - SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

~~Section 1.~~ In addition to, but not in lieu of the regular assessments described herein, the Association may, from time to time, levy special assessments as may be approved by a majority of the members, including, without limitation, special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement to any of the Common Areas, and including without limitation, fixtures, equipment and other personal property related thereto, and for such other expenses and contingencies as the membership shall approve.

ARTICLE VI, Section 4 is modified as follows:

~~Section 4.~~ The assessment lien provided for in Section 3, above, be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such foreclosure. No sale or foreclosure shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof, nor shall it relieve the seller of personal responsibility thereof.

Section 4. The lien for Assessments shall not be subordinate to any mortgage including a bona fide first mortgage held by a Lender on any lot, even when the mortgage is recorded in the

Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a lot, except in the event of sale or transfer by deed in lieu or pursuant to a foreclosure of a bona fide first mortgage, in which event, the mortgagee shall be liable for the unpaid assessments which became due during the twelve (12) month period immediately preceding the requisition of title or one percent (1%) of the original mortgage debt, whichever is less. Should the Legislature modify or amend the obligations of the first mortgagee, this provision shall be amended to reflect the legislative obligations. However, any remaining unpaid Assessments for which such mortgagee is not liable may be assessed and reallocated to the subsequent owner who receives title from such mortgagee. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement or collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner or Member. In the event the Association makes such payment on behalf of an Owner or Member, the Association shall, in addition to all rights reserved herein, be surrogated to all of the rights of the Lender. All amounts advanced on behalf of an owner or Lender pursuant to this Section shall be added to Assessments payable by such Owner or Member with appropriate interest.

ARTICLE VII is amended to add Section 9.

Section 9. The Association has the responsibility and right to enter into any service agreement or contract to provide services to the Owners or Members of the Association including but not limited to bulk cable or internet contracts upon 2/3 vote of the Board of Directors at a meeting specially called for the purpose of considering and voting upon such service agreement and/or contract.

ARTICLE XIV entitled BUILDER'S RIGHTS is deleted in its entirety.

ARTICLE XIV. BUILDER'S RIGHTS

~~Section 1. The Association recognizes that the completion of the Subdivision be accomplished and established as a fully occupied community as soon as practical, and that the sale and development of the remaining lots is essential to accomplish this purpose. Therefore, the following terms and conditions regarding all builders shall govern:~~

- ~~a. Section 1 of Article XIII of this Declaration shall be the controlling factor for any new residence built in the Subdivision;~~
- ~~b. The Association will reasonably cooperate with the original Developer, or its successors or transferees, in the marketing and sale of the new homes;~~
- ~~c. The use of reasonable signs, including entrance signs, directional signs and "For Sale" signs, as may be necessary for the sale, lease or other disposition of the Subdivision lots, may be permitted with the consent of the Board of Directors; and~~
- ~~d. The Association recognizes that the storage of construction materials and supplies is a necessary adjunct of building new homes; and that such activities may be permitted on a temporary basis with the consent of the Board of Directors;~~

Dated this 26th day of February, 2019.

VILLAS BY-THE-LAKE OWNERS
ASSOCIATION, INC., a Florida
corporation

By: Doug Bingle

Printed Name: DOUG BINGLE
Its President

Attest: By: Barbara B. Hall

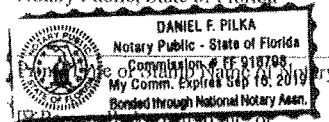
Printed Name: Barbara B. Hall
Its Treasurer

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME personally appeared Doug Bingle, as President of
Villas By-the-Lake Owners Association, Inc., who executed the foregoing instrument, and
acknowledged to and before me that (s)he executed said instrument for the purposes therein
expressed.

Sworn to and subscribed before me this 26th day of February, 2019.

Daniel F. Pilka
Notary Public, State of Florida



☐ Produced identification

Type of identification produced:

INSTR # 2020215176
BK 11410 Pgs 814-822 PG(s) 9
RECORDED 10/13/2020 10:23:51 AM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$78.00
RECORDED BY shouruss

Prepared By and Return to:
Daniel F. Pilka, Esquire
Pilka & Associates, P.A.
213 Providence Road
Brandon, Florida 33511
Tel: (813) 653-3800

**THIRD AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE VILLAS BY-THE-LAKE OWNERS ASSOCIATION, INC.**

WHEREAS, the members of the Villas by-the-Lake Owners Association, Inc., a Florida not-for-profit corporation (the "Association"), desires to amend the Amended and Restated Declaration of Covenants, Conditions and Restrictions as recorded in the Official Records Book 3718, Pages 855 through 871 of the Public Records of Polk County, Florida, the Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions as recorded in the Official Records Book 5827, Pages 2157 through 2158 of the Public Records of Polk County, Florida, and the Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions as recorded in the Official Records Book 10765, Pages 1105 through 1108 of the Public Records of Polk County, Florida (referred to herein collectively as the "Declaration"), and

As provided herein, all new language shall be underlined (xxx) and all deleted or replaced language shall be stricken through (xxx), and

WHEREAS, the Association desires to comply with Chapter 720, Florida Statutes, as it may be amended from time to time, said Declaration shall be amended as follows:

ARTICLE II, Section 13 is deleted.

~~Section 13. Lessee or Tenant shall mean any individual approved by the Board of Directors to rent or lease an Owner's Lot pursuant to ARTICLE IX, Section 2.~~

ARTICLE VII, Section 2 shall be amended as follows:

Section 2. Maintenance of Owner's Lawns shall consist of mowing, edging, insecticide applications, and fertilizing in keeping with season requirements. All flower beds, shrubs, and trees shall be maintained at the Owner's sole expense. The Association's maintenance of Owner's lawn shall be without any expressed or inferred implied warranties of any kind other than such warranties which may be offered by the lawn service or product manufacturer.

ARTICLE VII, Section 7 shall be amended as follows:

Section 7. The Association, through its duly authorized employees and contractors,

shall have the right, after reasonable notice to the Owner, to enter on any Lot at any reasonable time on any day to perform such inspection and maintenance as may in good faith be deemed necessary and authorized. Reasonable time shall be determined by the urgency of the situation.

ARTICLE VIII, Section 1 shall be amended as follows:

Section 1. Owners shall be responsible for all other maintenance not defined in Article VII, above. Lot and Lot improvements, screened enclosures and other additions or alterations will not be maintained by the Association. All landscaping installed by the Owner, with the permission of the Association, and builder installed landscaping, except as described in Section 2 of Article VII, hereinabove shall be maintained to community standards well maintained consistent to the Common Areas within the community by the Owner.

ARTICLE VIII shall be amended to add Section 4 which shall read as follows:

4. Architectural Control. All Lots and Dwellings in the community are subject to architectural review in accordance with this provision and the planning, construction and development criteria ("the Planning Criteria") adopted and revised from time to time by the Architectural Review Committee (the "ARC"). The Planning Criteria shall be written and made available to all Owners or prospective Owners. The Planning Criteria may include any matters considered appropriate by the ARC not inconsistent with this Declaration.

No site work, improvements, paving, driveway, swimming pool, pool enclosure, building, fence, wall, or any other physical or structural improvement or change or alteration to the exterior of any existing structure or improvement including change in color scheme, or any existing landscaping beyond three (3) feet of the home, or beyond one (1) feet between homes, shall be commenced, erected or maintained until the plans showing details as to the nature, size, design, workmanship, shape, finished grade elevation, height, materials, and color of the same, together with the landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, all as applicable, have been approved in writing by the ARC and the BOD.

a. Approvals. Unless waived by the ARC or BOD, all plans shall be prepared by an architect, engineer or contractor, with said person to be employed at the expense of the Owner. If for any reason, including purely aesthetic reasons, the ARC or BOD should determine that a proposed improvement or alteration is not consistent with the planning criteria or the development plan, or in the best interest of the community, such improvement or alteration shall not be made. Approval of plans may be withheld not only because of non-compliance with any of the specific conditions, covenants or restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARC or BOD with the location of the structure on the Lot, be it elevation, color scheme, finished design, proportions, architecture, drainage plans, shape, height, style, and appropriateness of the

proposed structures or altered structures, the materials used because of its reasonable satisfaction or any other matter or thing which, in the judgment of the ARC or BOD, will render the proposed improvement or alteration inharmonious with the general development plan of the Planning Criteria. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARC or BOD by the Owner prior to applying for a building permit. Submittal and resubmittals of plans shall be approved or disapproved at the next scheduled ARC meeting, and subsequent BOD meeting. Notification by the ARC and BOD for approval or disapproval shall be written and sent to the Owner within ten (10) business days. Failure of the ARC and BOD to respond in writing to submittal or resubmittal plan within such period shall be deemed to be an approval of the plan as submitted or resubmitted. If plans are disapproved, the written response form shall specify the reason or reasons of such disapproval.

b. Violations. The work must be performed strictly in accordance with the plans as approved. If after plans have been approved, the improvements are altered, erected or maintained upon the Lot other than as approved, the same shall be deemed to have been undertaken without ARC or BOD approval.

c. Variances. The ARC or BOD may grant variances from compliance with the architectural provisions of this Declaration or the Planning Criteria including, without limitation, restrictions upon height, size or placement of structures or similar restrictions, upon consideration of circumstances such as topography, natural obstruction, hardship, aesthetic or environment are considerations may reasonably require. Such variances must be written and signed by at least two (2) members of the ARC or the majority of the BOD. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration or the planning criteria for any purpose except as to the particular Lot and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with the governmental requirements.

d. Waiver of Liability. None of the ARC or the Association, or any agent or employees thereof, shall be liable to anyone submitting plans for approval or to any Owner, occupant or guest of the property by reason of or connection with approval or disapproval of any plans, or for any defect or any plans submitted, revised or approved in accordance with the requirements of the ARC, or for any structural or other defect in any work done according to such plans. Approval of plans or any other approvals, variances, or consents, are given solely to protect the aesthetics of the property in the judgment of the ARC and BOD and shall not be deemed a warranty, representation, or covenant that any action taken in reliance thereon complies with the applicable laws, codes, rules or regulations, nor shall ARC approval be deemed approval of any plan or design from the standpoint of structural safety or conformity with a building that occurs. Every person who submits plans for approval agrees, by submission of such plans and every Owner or occupant of any Lot agrees by acquiring title thereto or any interest therein, that it will not bring any action, proceedings or suit to recover any such damages.

e. Enforcement. The Association shall have standing and authority on behalf of the Association to enforce in courts of competent jurisdiction, the planning criteria and the decisions of the ARC and the BOD. Should the Association be required to enforce the provisions hereof by mediation or any other legal action, all attorney fees and legal assistant fees and costs incurred whether or not judicial proceedings are involved, including attorney fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner as an individual special assessment. Should any Owner fail to comply with the requirements hereof after thirty (30) days written notice, the Association shall have the right but not the obligation to enter onto the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the costs thereof to the Owners as an individual assessment. The Association, or its agents or employees shall not be liable to the Owner or any occupant or invitee of any Lot for any trespass or damages or injury to property or persons for any actions taken hereunder unless caused by gross negligence or intentional wrongdoing.

ARTICLE IX, Section 1 is amended as follows:

Section 1. Every Owner shall have the right to use and peaceably enjoy the Common Areas. These rights are pertinent and shall pass with title to such Lot, subject to the following rights of the Association:

a. The right to suspend the rights to use the Common Areas for periods during which assessments against a particular Lot remain unpaid or for violation of the Association's Declarations, Rules or Regulations and the right, after a hearing by committee appointed by the Board of Directors to suspend such rights, not exceeding thirty (30) days, ~~or levy reasonable fines, not to exceed Fifty Dollars (\$50) per violation, for any infraction of the published Amended and Restated Declarations, Bylaws and Rules and Regulations of the Association.~~

b. The right to dedicate or transfer all or any part of the Common Areas to the municipality, county, state or public agency, authority or utility for such purposes as may be agreed upon by the members of the Association, and to individuals as the Board deems fit. No such dedication or transfer shall be effective until or unless an instrument executed by a majority of the members entitled to vote has been recorded in the Public Records of Polk County, Florida.

c. ~~The right to acquire the Association shall have the power~~ by gift, purchase or otherwise own, hold and improve, build upon, operate, maintain, convey, sell, trade or dedicate to public use, or other dispose of real and personal property in connection with the affair of the Association.

ARTICLE IX, Section 2 is amended as follows:

Section 2. Owners Each Owner may grant his, her or its their right of peaceful use of the Common Areas, including Kelly Lake and recreational facilities to members of their immediate family and guests ~~and/or their lessees~~. These rights, both of the Owners and of the delegated designees, are subject to such limitations and restrictions as may be imposed by the Board of Directors such as:

a. The right to suspend the right to the use of the Common Areas for periods during which assessments against a particular Lot remain unpaid, and the right, after a hearing by a committee appointed by the Board of Directors, to suspend such rights, not exceeding thirty (30) days, or levy reasonable fines, not to exceed fifty dollars (50) per violation, for any infraction of the published Amended and Restated Declaration, Bylaws, and Rules and Regulations of the Association. It is the intent of the Owners that each Lot will be occupied as a private dwelling for the Lot Owner and his or her immediate family, which under Florida Statute §657.002, means parents, children, spouse or surviving spouse of a member or any other relative by blood, marriage or adoption and for no other purpose including a business purpose. Accordingly No Owner may rent or lease their dwelling to any non-related third party, others for business, speculative investment or other similar purposes. In order to meet special situations and to avoid undue hardship, the Board of Directors may, in its sole discretion, grant permission to an Owner to lease his Lot to a specified lessee for a period of not less than four (4) consecutive months and no more than twelve (12) consecutive months; however, in no event may the Board of Directors approve more than one lease for any Lot beginning in any calendar year. All leases or rental agreements shall be in writing and signed by the owner and the tenant. All tenants shall execute and deliver to the Association, on forms which the Board of Directors may adopt from time to time and which shall be available to members from the President or Secretary upon request, an acknowledgment that the Tenant has received from the Owner a copy of the Amended and Restated Declaration and Amendments thereto, Bylaws and Rules and Regulations of the Association, that the Tenant agrees to be bound thereby at all times during the lease or rental period. Owners shall in all instances be responsible, jointly and severally with their Tenants, for any damage or injuries which may occur to or on Common Areas which may arise from the acts of omissions of their Tenants. No subleasing or timesharing of a Lot is permitted. The legitimate purpose of this restriction is for the protection of property values, promoting and maintaining community standards for which the Association was created. Moreover, to rent or lease within the development can result in higher liability insurance rates and lower property values. Withholding the ability to rent or lease protects members financially. Rental or lease restrictions increases the number of residents with invested interests in the community's long-term success, thereby promoting neighborhood stability and a greater sense of community.

ARTICLE IX, Section 3 shall be amended as follows:

Section 3. Kelly Lake, as described and delineated on the plat and replat of VILLAS BY-THE-LAKE, may be used and enjoyed by all Owners and their immediate

families, ~~Lessees~~ and guests. Boats equipped for and/or carrying gasoline or diesel-powered motors are prohibited on the lake (except those boats used for maintenance and weed control purposes). No dock or other structure shall be constructed by any Owners, beyond the boundaries of ~~his, her or its~~ their Lot as shown on the recorded plat or replat.

ARTICLE XIII, Section 1 shall be amended as follows:

Section 1. All dwellings in the subdivision are to be occupied, ~~leased~~ or built as residents for a single family, and shall be built with real brick exterior veneers in conformity with existing dwellings and the architectural theme promoted by the original developer, and shall be compatible with the existing dwellings in the subdivision as to size, type, quality of materials and design. All plans, specifications and drawing for the construction of any new housing, and any rebuilding or exterior remodeling or alteration of the existing dwelling, shall be subject to the review and approval of the Architectural Review Committee (ARC) and the Board of Directors before any construction or site preparation of any kind shall commence. ~~The Architectural Committee shall have seven (7) working days from the date of receipt of such proposed plans, specifications and drawings to conduct its review and to make its recommendations, in writing, to the Board of Directors. The Board of Directors shall then have three (3) working days from the receipt of the Architectural Committee's recommendations to approve or disapprove the proposed plans, specifications and drawings and to notify the Owner of the Association's decision. A completed Architectural Review Request form, with appropriate supporting documentation should be deposited in the Architectural drop box located near the community mailboxes, or given to the Architectural Review Committee chairperson no later than one (1) week prior to the normally scheduled meeting. The ARC meeting is normally held on the first Tuesday of each month. The actual meeting date and time is posted on the community bulletin board 48 hours prior to the scheduled meeting. At the ARC meeting, the Owner-submitted requested of proposed plans, specifications and drawings will be reviewed. The committee will make its recommendations in writing to the Board of Directors at their next scheduled meeting, which normally occurs on the second Tuesday of each month. After receipt of the ARC's recommendation to approve or disapprove the Owner-submitted request of proposed plans, specifications and drawings, the Board will have ten (10) business days to notify the Owner of the Association's decision. It is the intention of this restriction to maintain architectural harmony within the subdivision, its desirability and value as a community of single family homes, and to preserve the value of the properties within the subdivision individually and as a single family home community.~~

ARTICLE XIII, Section 6 is amended as follows:

Section 6. No dogs, cats, or other household pets, any other animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or on the Common Areas. Dogs, cats, fish and caged birds may be kept inside of the residence. Such dogs and cats may

be walked outside only on a leash. All pet owners are to pick up after their pets when they defecate on any yard or on any Common Area grounds.

ARTICLE XV, shall be amended to add Section 2.

Section 2. Overnight parking is prohibited on the streets. Parking on any grassy area is prohibited at any time, unless maintenance to a residence is being undertaken.

ARTICLE XVII is amended to add Section 2.

Section 2. Fines. Association may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, ~~tenant~~, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefitting the SWFWMD. (2)

A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a review hearing before a committee of at least three (3) persons (the "Violating Committee") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the Violations Committee does not by a majority vote to uphold the fine or suspension levied by the Board, the same may not be imposed. The written notice of violation shall be in writing to the Owner, ~~tenant~~, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

The non-compliance along with the Board's fining decision shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why the fine should not be upheld. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, ~~tenant~~, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, ~~tenant~~, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

The Board may impose Individual Assessments against the Owner in the amount up to \$100,00 (or greater amount permitted by law from time to time) per day for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Board may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the

imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors. A fine may exceed \$1,000.00 in the aggregate. A fine of \$1,000.00 or more may become a lien against a parcel. A fine of less than \$1,000.00 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the Court.

Dated this 11 day of SEPT., 2020.

VILLAS BY-THE-LAKE OWNERS ASSOCIATION,
INC., a Florida corporation

By: Doug Bingle
Printed Name: Doug Bingle, Its President

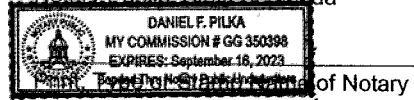
Attest: By: Suzanne Jarrett
Printed Name: Suzanne Jarrett, Its Secretary

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME personally appeared Doug Bingle, as President and Suzanne Jarrett, as Secretary, of Villas By-the-Lake Owners Association, Inc., who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 11th day of September, 2020.

Daniel F. Pilka
Notary Public, State of Florida



☒ Personally known to me, or
☐ Produced identification
Type of identification produced: