

46.00.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WINDSONG

THIS DECLARATION made this 28th day of August, 1985, by PENINSULAR MORTGAGE CORPORATION, a Florida Corporation, and JOHN G. WOOD & ASSOCIATES, INC., a Florida Corporation, d/b/a PEMCO-WOOD, a Joint Venture.

WITNESSETH:

WHEREAS, Developer is the owner of real property described in Article II of the Declaration, and

WHEREAS, Developer desires to insure that the drainage area or water retention area described on the Plat of WindSong Subdivision as per plat thereof recorded in Plat Book 4, page 122, public records of Osceola County, Florida, are properly maintained for the benefit of WindSong Subdivision and the adjacent property in accordance with the requirements of all regulatory bodies, and

WHEREAS, Developer desires to insure the attractiveness of the individual lots and common property, to prevent nuisances, to preserve, protect and enhance the values of the said property and to provide for maintenance of the common property.

WHEREAS, Developer will incorporate under the laws of the State of Florida a non-profit corporation, WindSong Owners Association, Inc., for the purpose of exercising the functions aforesaid within WindSong Subdivision and the adjacent property;

NOW, THEREFORE, Developer declares that the real property described in Article II shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

Definitions

Section 1. The following words, when used in this Declaration or any supplemental declaration, shall have the following meanings:

1. "Subdivision" shall mean and refer to WindSong Subdivision as per plat thereof recorded in Plat Book 4, Page 122, Public Records of Osceola County, Florida.

2. "Association" shall mean and refer to WindSong Owners Association, Inc.

3. "Private Dwelling Unit" shall mean and refer to all lots within WindSong Subdivision.

4. "Developer" shall mean and refer to PEMCO-WOOD, a Joint Venture, its successors and assigns, or such other construction company that undertakes to develop real estate in the property subject to this Declaration.

5. "Members" shall mean and refer to members of WindSong Owners Association, Inc.

6. "Board of Directors" when referred to herein shall mean and refer to the Board of Directors of WindSong Owners Association, Inc.

7. "Common Property" shall mean and refer to the drainage area or water retention area described on the Plat of the Subdivision and any other property owned by the Association.

8. "Adjacent Property" shall mean and refer to the property not included but shown on the Plat of WindSong as described in Article II of this Declaration.

ARTICLE II

Property Subject To This Declaration

The property subject to this Declaration is legally described as follows:

WindSong Subdivision as per plat thereof recorded in Plat Book 4, Page 122, Public Records of Osceola County, Florida but not including the adjacent property.

ARTICLE III

Agreement to Join WindSong Owners Association, Inc.

Each owner of property in the area described in Article II shall become a member of WindSong Owners Association, Inc. and their voting rights shall be as specified in the Articles of Incorporation of the Association.

ARTICLE IV

Property Rights in Common Property

Section 1. Member's Easements.

Subject to the provision of Section 3 below, every member shall have a non-exclusive easement over the common property.

Section 2. Title to Common Property.

The Developer may retain legal title to the Common Property until such time, as in the opinion of Developer, the WindSong Owners Association, Inc. is able to maintain the same at which time it will be conveyed by fee simple deed to the Association.

Section 3. Extent of Members Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

1. The right of the Association to limit access to a common property.
2. The right of the Association to suspend the rights of the members during any period in which any assessment against them remains unpaid.

Section 4. Conveyance of Common Property.

The common property shall include the drainage area described on the Plat of the Subdivision. The common property may be dedicated, sold or conveyed to the State, County, or public agency but may not be sold to any private individual, corporation, partnership, firm or entity.

Section 5. Easement in Common Property of Adjacent Property.

The adjacent property shall have an easement in the drainage or water retention area allowing all surface water from said adjacent property to flow into and upon the drainage or water retention area. The adjacent property shall not be assessed by the Association for the use of this easement or the maintenance of the water retention area as described on the plat of the Subdivision.

ARTICLE V

Use Restrictions

Section 1. Violation. If any person claiming by, through or under Developer or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be

lawful for the Developer or any persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violations. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees. Invalidation of any of these covenants by judgment of court order shall in no wise affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

Section 2. Residential Lots. All lots included within the real estate to which these restrictions pertain shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of the said Lots, other than one-single family dwelling unit not to exceed thirty-five (35) feet in height, nor contain less than a minimum of 750 square feet of living area. All square footage shall be measured by outside dimensions exclusive of garage, screened or unscreened porches and covered walkways, breezeways and approaches. All construction shall be of new materials. These restrictions preclude and prohibit the construction of basements under any dwelling.

Section 3. Setback. No building shall be located upon any residential building Lot which is not in compliance with the setback requirements approved for the property by the County of Osceola.

Section 4. No Offensive Activity. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which constitutes a public nuisance.

Section 5. No Temporary Structures. Unless otherwise specifically allowed or permitted under these covenants, no trailer, basement, tent, shack, garage, barn, shed, toolhouse or other outbuilding shall at any time be placed temporarily or permanently upon any lot in the Subdivision, nor shall any improvements be made to said lot until and unless such owner shall first obtain the written approval of the Board of Directors.

Section 6. Fences. No fence, hedge or wall shall be erected upon any Lot without the prior consent of the Board of Directors. No fence, hedge or wall shall exceed three (3) feet in height between the front of the residence and the street or on the side of the residence closer to the front Property lines than the residence itself.

Section 7. Television Antennas. No aerials, television antennas, or satellite dish may be attached or installed to the front of any dwelling house but should be located to the rear of said property.

Section 8. Outdoor Clothes Drying. No outdoor clothes drying shall be allowed.

Section 9. Easements. The Developer, for itself, and its successors and assigns, hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under (i) the Common Property; (ii) all easements of record as described on the plat of the subdivision.

The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this section so long as the Developer shall own at least one (1) lot within the Subdivision. The Owners of any lot subject to the privileges, rights and easements referred to in this section shall acquire no right, title or interest in or to any pipes, lines or other equipment or facilities placed on, over or under the Lot which is subject to said privileges, rights and easements and it shall remain the sole and the exclusive property of the Developer and its successors and assigns.

Section 10. Parking. No parking facilities are allowed on any single Lot except a paved pad large enough for not more than two (2) automobiles. No wheeled vehicles of any kind, boats or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. Said vehicles, boats or objects may be so kept if completely inside a garage attached to the main residence or within the rear yard.

Private automobiles or vehicles of the occupants may be parked in the driveway on the Lot. No wheeled vehicle or boat shall be kept or parked in front or side yard of any Lot. No trailers or recreational vehicles shall be maintained or kept on any Lot.

Section 11. Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that each household may keep not more than two (2) household pets, provided that they are not kept, bred or maintained for any commercial purposes. Any household pet must be kept on a leash while outdoors.

Section 12. Architectural Control Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Board of Directors shall have the right and authority to waive such a violation.

Section 13. Trash. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition. All above-ground receptacles for garbage and trash shall be permanently housed so as not to be visible from the front of the property.

Section 14. Signs. No sign of any kind may be displayed to the public view on any Lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Declarant to advertise the Property during the initial construction and sales period.

Section 15. Property Maintenance. In the event an owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors, including landscaping, grass and shrubbery, the Owner shall be notified and given thirty (30) days in which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon said Lot for the purpose of repairing, maintaining, and restoring the Lot and the exterior of the buildings and other improvements located thereupon at the sole cost of the Owner of said Lot. The cost of such repair, maintenance and restoration shall thereupon constitute a lien upon said Lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of said lien shall be in accordance with the mechanics lien law of the State of Florida, and the Owner of said Lot shall, by virtue of having acquired said Lot subject to these

restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to any first mortgage lien.

Section 16. Utilities. Any utility company providing services to the Subdivision has a non-exclusive perpetual easement and right in and to, over and under property as described in this Declaration and the plat of the Subdivision for the purpose of installation and/or repair of water facilities.

ARTICLE VI

Lake Lots

Section 1. Maintenance. Certain lots contained within the development are adjacent to or constitute part of the water retention area (the "Lake Lots"). Each Lake Lot shall be maintained so that grass, planting or other lateral support of the embankments shall prevent erosions of the embankments and shall be maintained in a clean, neat and orderly condition, including, but not limited to the control of the growth of and eradication of plants, fowl, reptiles, animals and fish as may be consistent with good lake maintenance and with preservation of lake areas as recreational areas.

Section 2. Structures. No docks or other structures shall be construed on any Lake Lot extending into the lake areas without the approval of the Board of Directors.

Section 3. Nuisances. No activities constituting a nuisance shall be conducted upon the lake areas and no rubbish, trash, garbage or other discarded items shall be deposited on the lake.

Section 4. Plants. No plants may be positioned so as to extend into or permitted to grow into the lake.

ARTICLE VII

Covenants for Maintenance Assessments

Section 1. Creation of Lien and Personal Obligation for Assessments.

Each member by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed of conveyance, shall be deemed to covenant and agree to pay to the WindSong Owners Association, Inc.:

1. Annual Assessments or Charges.

2. Special Assessments to be fixed, established and collected from time to time as hereinafter provided.

This Section shall not pertain to the Developer who shall be exempt from the payment of assessments to the Association. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used a sinking fund for the maintenance, repair and replacement of the drainage areas in accordance with the requirements of the county, state or any division or branch thereof. Specifically, it shall be the responsibility of WindSong Owners Association, Inc. to maintain said drainage areas in accordance with all governmental requirements and regulations. In addition the assessments may be used for such other purposes deemed proper by the Association including but not limited to maintaining of the common property and the functioning of the Association.

Section 3. Assessment Rate.

The assessment per private dwelling unit shall be determined by millage to be set each year by the Board of Directors based upon the assessed value of said property, using the year preceding. Assessments to be based on the assessments of the Osceola County Tax Assessor. The millage shall be set in an amount sufficient to carry out the purposes outlined in this Article. Alternatively, the assessment may be set at a flat rate per year without regard to the assessed value.

Section 4. Special Assessments.

In additions to the annual assessments authorized above, the Board of Directors may levy in any assessment year a special assessment applicable to that year only.

Section 5. Date of Commencement of Annual Assessment and
Due Date

The annual assessment provided for herein shall commence as to all lots of record on the first day of the month following conveyance of title by the Developer to any purchaser (member). The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Not later than thirty (30) days after January 1 of each year the Board of Directors shall fix the amount of the annual assessment against each lot and, in the event the Board elects not to fix such assessment rate as herein provided, the amount of the prior year's annual assessment shall be the fixed amount.

Section 6. Effect of Non-payment of Assessment; Remedies of the Association.

Any assessment not paid within sixty (60) days after the due date shall bear interest at Twelve (12%) percent per annum from the due date. The Association, its agent or representative, may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property to which the assessment relates, and interest, costs and reasonable attorney's fees to such actions or foreclosures shall be added to the amount of such assessment to the extent allowed by law. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the community property or abandonment of his property.

Section 7. Subordination of Non-Payment Assessment Remedies of the Association.

The lien of the assessment provided for herein shall be subordinate and inferior to the lien of any mortgage or mortgages now or hereafter placed upon the property subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosures. Such sales or transfers shall not relieve such property from liability for any assessment thereafter becoming due nor from the lien of any subsequent assessment. The term "mortgage" or "mortgages" shall include Contract for Deed or Deed of Trust.

ARTICLE VIII

General Provisions

Section 1. Duration.

The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective for a term of twenty five (25) years from the date this Declaration is recorded. After which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendments.

The covenants and restrictions of this Declaration as they pertain to the lots and other properties within WindSong Subdivision may be amended at any time and from time to time by the Developer, except as long as there is property owned by the Developer, the following actions will require the prior approval of the Veterans Administration: annexation of additional properties, dedication of community property, and amendment to this Declaration of Covenants, Conditions and Restrictions. After the Developer no longer owns property, this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. Any amendment must be recorded. Provided, any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

Section 3. This Declaration of Covenants, Conditions and Restrictions may be enforced by the Developer, by any member, or by any branch of county or state government with a vested interest in their application; provided, however, that there shall be no obligation on the part of the Developer to enforce these restrictions.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

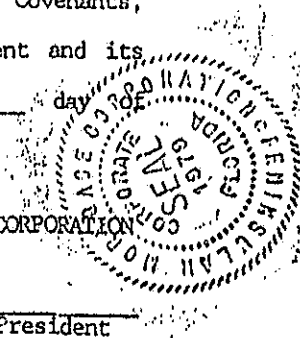
IN WITNESS WHEREOF, PENINSULAR MORTGAGE CORPORATION and JOHN G. WOOD & ASSOCIATES, INC. has caused this Declaration of Covenants, Conditions and Restrictions to be executed by its President and its corporate seal to be hereunto affixed this 28th day of August, 1985.

Witnesses:

[Handwritten signatures of witnesses]

PENINSULAR MORTGAGE CORPORATION

By: *[Signature of Gary E. Candy]*
Gary E. Candy, Vice President



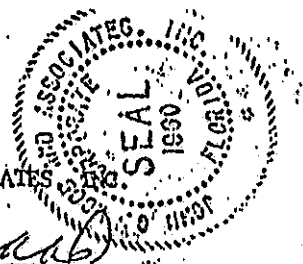
Jonathan Hill

[Signature]

STATE OF FLORIDA
COUNTY OF POLK

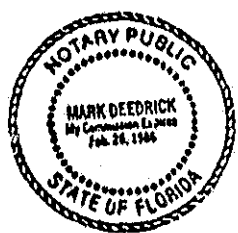
JOHN G. WOOD & ASSOCIATES, INC.

By: [Signature]
John G. Wood, President



Before me, the undersigned authority, personally appeared, GARY L. GANDY, Vice-President of PENINSULAR MORTGAGE CORPORATION, and JOHN G. WOOD, President of JOHN G. WOOD & ASSOCIATES, INC., who after being duly sworn, acknowledged to and before me that they executed the foregoing as Presidents of said corporations.

WITNESS my hand and official seal this 28th day of August, 1985.



JGJ2

Mark Deedrick
NOTARY PUBLIC
My Commission Expires:

43000633
SEP 9 11 43 AM '85

PREPARED BY:
John G. Wood, Jr.
2940 S. Tamiami Trail
Sarasota, Florida 33578

782-48101

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WINDSONG

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of WindSong, made this 19th day of November, 1985, by PENINSULAR MORTGAGE CORPORATION, a Florida corporation, and JOHN G. WOOD AND ASSOCIATES, INC., a Florida corporation, d/b/a PEMCO-WOOD, a Joint Venture, hereinafter referred to as DEVELOPER.

WITNESSETH

WHEREAS, DEVELOPER made a Declaration of Covenants, Conditions and Restrictions of WINDSONG, and recorded said Declaration in the public records of Osceola County, Florida, in Official Records Book 784, page 1130; hereinafter called Declaration, and

WHEREAS, DEVELOPER reserved the right to amend the Declaration in Article VIII, Section 2; and

WHEREAS, the DEVELOPER did not intend to restrict Lot 29 of WindSong Subdivision as per plat thereof recorded in Plat Book 4, page 122, public records of Osceola County, Florida, because it is to be used as a site for a water well and is to be conveyed to a water utility.

NOW, THEREFORE, the DEVELOPER hereby amends the Declaration by deleting from Article II of said Declaration Lot 29 of WindSong Subdivision as per plat thereof recorded in Plat Book 4, pages 122, public records of Osceola County, Florida.

IN WITNESS WHEREOF, PENINSULAR MORTGAGE CORPORATION and JOHN G. WOOD AND ASSOCIATES, INC., have caused this Amendment to be executed by its Vice President and President, respectively, and the corporate seals to be hereunto affixed the date first above written.

Witnesses:

[Signature]
Penny E. Lutz
[Signature]
Penny E. Lutz

PENINSULAR MORTGAGE CORPORATION
By: [Signature]
Gary L. Gandy, Vice President

JOHN G. WOOD AND ASSOCIATES, INC.
By: [Signature]
John G. Wood, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by Gary L. Gandy as Vice President of Peninsular Mortgage Corporation, and John G. Wood as President of John G. Wood and Associates, Inc., doing business as Pemco-Wood, a Joint Venture, this 19 day of November, 1985.

[Signature]
Notary Public
My commission expires: _____

4300153657

1985 DEC 18 PM 2:49

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF WINDSONG

1700
1986-1-27

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions of WindSong, made this 27th day of January, 1986, by SUN STATE DEVELOPMENT CORP., a Florida Corporation, hereinafter referred to as DEVELOPER-OWNER.

WITNESSETH

WHEREAS, DEVELOPER made a Declaration of Covenants, Conditions and Restrictions of WINDSONG, and recorded said Declaration in the public records of Osceola County, Florida, in Official Records Book 784, Page 1130; hereinafter called Declaration, and

WHEREAS, DEVELOPER reserved the right to amend the Declaration in Article VIII, Section 2; and

NOW, THEREFORE, the DEVELOPER hereby amends Article VII, Section 3, as follows:

Section 3. Assessment Rate.

(a) The initial maximum annual assessments against Owners other than Declarant shall be Forty-Two Dollars (\$42.00) per lot. Declarant shall not be responsible to pay any assessment for lots owned by Declarant until seventy-five percent (75%) of the lots have been conveyed by Declarant to third parties. On January 1 of the year immediately following the conveyance of seventy-five percent (75%) of the lots by Declarant, Declarant shall commence paying an annual assessment for each lot then owned by Declarant. Prior to the time that Declarant is obligated to pay an annual assessment, the total expenses of the Association incurred for the purposes set forth herein shall be paid from the annual assessments received by the Association from Owners other than Declarant. Any difference in the amount of total expenses of the Association and the amount collected from Owners other than Declarant shall be paid by Declarant so long as Declarant is not paying assessments for lots owned by Declarant. There shall be no special assessments for capital improvements until Declarant begins paying assessments for lots owned by Declarant. At any time, Declarant may elect to pay assessments for each lot owned by Declarant rather than pay the difference between the amount collected by the Association and the total expenses of the Association.

←
R & T
P. O. Box 3847
Lakeland, FL 33803

This instrument prepared by:
M. A. Todd
4110 South Florida Avenue
Lakeland, Fl. 33803

- (b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.
- (c) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
- (d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

15% w/o VOTE

2/3 majority

IN WITNESS WHEREOF, SUN STATE DEVELOPMENT CORP. has caused this Amendment to be executed by its President and the corporate seal to be hereunto affixed the date first above written.

WITNESSES:

H. Jean Williams
Eddie Calhoun

SUN STATE DEVELOPMENT CORP.

BY:

Donald K. Stephens
Donald K. Stephens, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by Donald K. Stephens as President of Sun State Development Corp. this 27th day of January, 1986.

H. Jean Williams
Notary Public

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Dec. 28, 1987
Bonded By American Fire & Casualty Company

860006021

1986 FEB 17 PM 1:34

FILED, RECORDED AND
RECORD VERIFIED
MEL WILLS, JR, CLK CIR CT
OSCEOLA COUNTY

BY Key D.C.

Return to Misc #2
A & A Title Services
P. O. Box 1217
Kissimmee, Florida 32742

BYLAWS
OF
WINDSONG
OWNERS' ASSOCIATION, INC.

ARTICLE I

Name

This Corporation shall be known as WindSong Owners' Association, Inc., a Florida Corporation not for profit (hereinafter called the "Association") as set forth in Article of Incorporation filed with the Secretary of State (hereinafter called the "Articles").

ARTICLE II

Offices

The principal office of the Association shall be in the City of Lakeland, County of Polk and State of Florida. The Association may also have offices at such other places both within and without the State of Florida as the Board of Directors may from time to time determine or the business of the Association may require.

ARTICLE III

Definitions

Section 1. "Association" shall mean and refer to WindSong Owners' Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Master Declaration of Covenants and Conditions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas and Dedicated Areas within the Development.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including

contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 6. "Declarant" or "Developer" shall mean and refer to Sun State Development Corp., its successors and assigns if such successors or assigns should acquire more than a majority of the remaining undeveloped lots owned by the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Master Declaration of Covenants and Conditions applicable to the Properties recorded in the Official Record Books of Polk County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in Article IV of the Articles of Incorporation.

ARTICLE IV

Meetings of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association

for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE V

Board of Directors

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, who need not be members of the Association. The number of directors shall always be an odd number no less than three (3) nor more than nine (9).

Section 2. Term of Office. At the first meeting the members shall elect three (3) directors for a term of one year, three (3) directors for a term of two years and three (3) directors for a term of three years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

5/10
APR 10 1911

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The director shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and Dedicated Areas, and other personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment for more than thirty (30) days of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) enter into management agreements or employ a manager, an independent contractor, or such other employees as they may deem necessary, and to prescribe their duties.

ARTICLE XI

Rules of Order

Robert's Rules of Order shall be the parliamentary authority for all matters of procedure not specifically covered by these Bylaws.

ARTICLE XII

Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The Association may bring an action of law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest and cost, and reasonable attorney's fees of any such action, shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

(c) as more fully provided in the Declaration,

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period, and;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure, pay for and maintain adequate liability and hazard insurance on real and personal property owned by the Association.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas and Dedicated Areas to be maintained.

ARTICLE VII

Officers

Section 1. Enumeration of Officers. The officers of this Association shall be a president, vice-president and a secretary-treasurer who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 or this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

Secretary-Treasurer

(c) The Secretary-Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the members; keep appropriate current records showing the members of the Association together with their addresses; receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII

Committees

Section 1. Creation and Function of Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate committees, each to consist of two (2) or more of the Directors of the Association. Committees shall have such

functions and may exercise the powers of the Board of Directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or committees.

Section 2. Meetings of Committees. Regular meetings of committees may be held without notice at such time and at such place as shall from time to time be determined by such committee, and special meetings of the committees may be called by any member thereof upon two (2) days notice to each of the other members of such committee, or on such shorter notice as may be agreed to in writing by each of the other members of such committee, given either personally or in the manner provided in Section 3 or Article IV of these Bylaws (pertaining to notice for Directors' meetings).

Section 3. Vacancies on Committees. Vacancies on the committees shall be filled by the Board of Directors then in office at any regular or special meeting.

Section 4. Quorum of Committees. At all meetings of the committees, a majority of the committee's members then in office shall constitute a quorum for the transaction of business.

Section 5. Manner of Acting of Committees. The acts of a majority of the members of the committees, present at any meeting at which there is a quorum, shall be the act of such committee.

Section 6. Minutes of Committees. Committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

ARTICLE IX

Books and Records

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

ARTICLE X

Fiscal Year

The fiscal year of the Association shall begin on January 1.

ARTICLE XIV

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: WINDSONG OWNERS' ASSOCIATION, INC., a corporation not for profit.

IN WITNESS WHEREOF, we, being all of the directors of the WINDSONG OWNERS' ASSOCIATION, INC., have hereunto set our hands this 27th day of January, 1986.

N. Jean Williams

Julia F. Hoyt

Eddie Colburn

R. J. Adams

R. J. ADAMS
D. K. Stephens

D. K. STEPHENS
M. A. Todd

M. A. TODD

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this 27th day of January, 1986, before me personally appeared R. J. ADAMS, President; D. K. STEPHENS, Vice President; and M. A. TODD, Secretary-Treasurer respectively, of WINDSONG OWNERS' ASSOCIATION, INC., a corporation existing under the laws of the State of Florida, to me known to be the individuals described as Directors in the foregoing instrument and severally acknowledged the execution hereof to be their free act and deed as such Directors.

WITNESS my hand and official seal at Lakeland, in the County of Polk, State of Florida, the day and year last aforesaid.

N. Jean Williams

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 28, 1987
(Seal) Issued by American Bar & Casualty Company

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the WINDSONG OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on this 27th day of January, 1986.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 27th day of January, 1986.


M. A. TODD, Secretary