

DECLARATION OF COVENANTS AND RESTRICTIONS  
THE ORMOND GREEN PHASE II  
ORMOND BEACH, FLORIDA

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made as of the 18<sup>th</sup> day of August, 1999, by the Ormond Green Development, Inc., a Florida corporation and/or Paul F. Holub, Jr. and/or Ormond Green Phase II, Inc., a Florida corporation, hereinafter collectively referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property located in Ormond Beach, County of Volusia, State of Florida which is legally described as follows:

The Ormond Green, Phase II, according to Plat thereof recorded in Plat Book 47, Page 102, of the Public Records of Volusia County, Florida.

WHEREAS, it is the intention of Declarant to develop the above described property as a residential subdivision known as The Ormond Green Phase II; and

WHEREAS, there is a need to set forth covenants and restrictions, and to grant necessary easements for the use and enjoyment of The Ormond Green Phase II and the Additional Property, and provide for the effective administration of the common areas within said subdivision; and

WHEREAS, Declarant has caused to be incorporated in the State of Florida a non-profit corporation known as The Ormond Green Homeowners Association, Inc. for purposes of managing the Common Area, collecting assessments and providing for the orderly development, use and enjoyment of The Ormond Green Phase II and

future additions thereto.

NOW THEREFORE, Declarant hereby declares that The Ormond Green Phase II shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the title to said property and be binding on all parties having any right, title or interest in said property or any part thereof or any additions thereto, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE I

##### DEFINITIONS

Section 1. Definitions. The following words and terms when used in this Declaration and any supplemental declaration, unless the context clearly indicates otherwise, shall have the following meaning:

a. "Association" shall mean and refer to The Ormond Green Homeowners Association, Inc., its successors and assigns. A copy of the By-Laws of the Association is attached as Exhibit A.

b. "Property" shall mean and refer to The Ormond Green Phase II, and such additions thereto as may hereafter be brought within the jurisdiction of the Association in accordance with Article VIII, Section 1 hereof.

c. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as

security for the performance of an obligation.

d. "Plat" shall collectively refer to the subdivision plat of The Ormond Green Phase II, recorded in the Public Records of Volusia County, Florida as hereinabove described.

e. "Common Area" shall mean the real property (including the improvements thereto) owned by the Association for the common benefit and enjoyment of the Owners, and such landscaping, signage and other easements as may hereafter be created by separate grant or reservation in favor of the Association in accordance with this Declaration:

(i) That part of the Property designated on the Plat of The Ormond Green Phase II as Parcel "A" and Parcel "B".

f. "Conservation Easement" or "Conservation Easement Area" shall mean all areas of the Property subject to special use restrictions as described herein, which areas shall be designated on the Plat and on any subsequently recorded subdivision plat pertaining to the Additional Property or any part thereof and subjected to this Declaration. All Conservation Easements are located in the Common Area owned by the Association and are dedicated to the City of Ormond Beach.

g. "Lot" shall mean and refer to each numbered plot of land shown upon the Plat or any subsequent subdivision plat of future additions to the property.

h. "Declarant" shall mean and refer to The Ormond Green Development, Inc., a Florida corporation and/or Paul F. Holub, Jr. and/or Ormond Green Phase II, Inc., a Florida corporation, its

successors or assigns. Declarant shall at all times hereafter have the right to assign its rights, privileges, and obligations hereunder, in whole or in part, to any successor or nominee.

i. "Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharge which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C., and Article IX of Chapter 8 of the City of Ormond Beach Code of Ordinances.

## ARTICLE II

### PROPERTY RIGHTS

#### Section 1. Ownership and Maintenance of Common Area.

Declarant shall convey fee simple title to that part of the Property described in Article I, Section 1 (e) to the Association on or before the time of conveyance of the first Lot by Declarant to a party other than Declarant's successor in interest as "Declarant" under this Declaration. The Association shall be responsible for the management, maintenance, repair, and improvement of the Common Area and all Conservation Easement Areas located within the Common Area, including, without limitation, all landscaping, signage, and that part of the Stormwater Management System located thereon. The Association shall be responsible for the maintenance, operation, and repair of the Stormwater Management

System now or hereafter located within the Common Area in accordance with the ordinances, rules and regulations, as the case may be, of the St. Johns River Water Management District and the City of Ormond Beach, and the permits, engineering plans and specifications pertaining to such drainage facilities as issued or approved by the St. Johns River Water Management District. Any repair or reconstruction of the Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District and the City of Ormond Beach. The Association's responsibility for maintaining the Common Area shall include general maintenance of the grounds, water bodies and upland areas located thereon, including, without limitation, the removal of refuse and the control of grass and vegetation pursuant to the rules of the St. Johns River Water Management District and the City of Ormond Beach. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System located within the Common Area shall be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C., as amended, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. The Board of Directors of the Association shall obtain public liability, property damage and casualty insurance covering the Common Area and insuring the Association and Owners as their respective interests appear, in such amounts and coverages as the Board of Directors may determine from time to time.

Section 2. Conservation Easement Areas. Conservation Easement areas shall be subject to special use restrictions specified on the Plat and in this Declaration. Conservation Easement Areas shall be maintained in their predominantly natural condition as a water recharge, detention, percolation, and environmental conservation area. In furtherance of the Conservation Easement, each of the following uses are hereby prohibited within Conservation Easement Areas except as otherwise permitted under subdivision plans now or hereafter approved by the City of Ormond Beach and the St. Johns River Water Management District:

a. The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Easement Areas;

b. The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials;

c. The removal of or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas;

d. The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas;

e. Any use which would be detrimental to the retention of the Conservation Easement Areas in their natural condition; and

f. Acts or uses detrimental to such retention of land or water areas.

The Conservation Easement Areas hereby created and declared shall be perpetual.

The Declarant, its successors and assigns, the Association, the City of Ormond Beach, and the St. Johns River Water Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this Section 2 or on the Plat may be enforced by the St. Johns River Water Management District and the City of Ormond Beach by proceedings at law or in equity including, without limitation, actions or injunctive relief. The restrictions pertaining to Conservation Easement Areas set forth in this Section 2 may not be amended without prior approval from the St. Johns River Water Management District and the City of Ormond Beach.

Section 3. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. Rules and Regulations adopted by the Association governing the use and enjoyment of the Common Area.

b. The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infractions of its

published rules and regulations. In no event may the Association deny any Owner the use of any entrance area so as to prohibit ingress and egress to the Lot owned by such Owner.

c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 4. Easements Affecting the Property.

a. Declarant reserves unto itself and its successor and assigns the right to hereafter from time to time grant such utility and Stormwater drainage, retention/detention, and discharge easements over, upon, across, and under the Common Area as it deems necessary for the efficient and economical development, maintenance, and use of the Property and future additions thereto as may hereafter be brought within the jurisdiction of the Association in accordance with Article VIII, Section 1 hereof.

b. The Property shall be subject to a nonexclusive easement and right-of-way in favor of the City of Ormond Beach for the purpose of providing emergency vehicular ingress and egress to and from the Property and Pineland Trail. For so long as such easement exists, the roadway improvements and appurtenant facilities constructed thereon, including without limitation, improvements constructed upon that part of said easement located upon



lands which are not subject to this Declaration, shall be maintained and repaired in its entirety by the Association. The cost and expense of such repairs and maintenance shall be a common expense of the Association.

c. Ormond Green Development, Inc. and/or Paul F. Holub, Jr. and/or Ormond Green Phase II, Inc. for itself and its designees who are successors in title to the Additional Property or any part thereof, is hereby granted a blanket easement together with the right to hereafter grant licenses and easements to third parties, across, over, under and upon the Common Area, specifically including those Parcels described in Article I, Section 1 (e) hereof and any additions thereto, and those areas described on the Plat as Utility or Drainage EASEMENTS for such purposes as are reasonably necessary for the development and use of the Additional Property or any part thereof including, but not limited to, (i) the installation, construction, inspection, maintenance, repair, and improvement of utilities and stormwater drainage facilities, and (ii) the use and modification of utilities and the Stormwater Management System now or hereafter constructed thereon, for conveying, discharging, retaining and detaining stormwater runoff collected on the Additional Property or any part thereof, provided that such use and modification of the Stormwater Management System shall be in compliance with all pertinent permits, rules, and regulations now or hereafter issued by the St. Johns River Water Management District and the City of Ormond Beach,. Without limiting the foregoing, Ormond Green Development, Inc. and/or Paul

F. Holub, Jr. and/or Ormond Green Phase II, Inc. for itself and its designees is hereby granted an easement upon, over, under and across Parcel "C" as described on the Plat of The Ormond Green, Phase I for the purpose of constructing, maintaining, repairing and improving such signage as it deems appropriate in connection with that portion of the Additional Property adjoining and contiguous with said Parcel "C". Such easement shall include the right to install, maintain and improve landscaping and irrigation facilities appurtenant to such signage.

d. There shall be or have been established CONSERVATION Easements and easements for the installation, construction, maintenance, and repair of utilities and drainage facilities, including but not limited to, easements for sewer, irrigation, security, telephone, electric, cable television and stormwater drainage systems. These easements will be established by one or more of the following methods, to-wit:

(i) By specific reservation or grant of easement appearing on the Plat or under this Declaration; or

(ii) By a specific grant of easement by the Declarant, or other party authorized hereunder, heretofore or hereafter recorded in the Public Records of Volusia County, Florida.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

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 any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, other than Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determined, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and, if any other than Declarant, the record title holder of any lands subsequently submitted to this Declaration pursuant to Article VIII hereof, and Class B members shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a. When the total votes outstanding in the Class A membership equal the total outstanding in the Class B membership; or

b. On January 1, 2010.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1)

annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by such successor, but the lien for the delinquent assessment shall continue to encumber the Lot in the hands of the successor in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the maintenance, repair, management, and improvement of the Common Area, including, without limitation, all landscaping, drainage facilities and appurtenant structures located thereon, the performance of such repairs and maintenance as it is herein obligated to perform, and to provide services which the Association is authorized to provide, including, but not limited to, the payment of taxes, governmental assessments, insurance, labor, management, and supervisory services, equipment, materials, and other costs incurred by the Association in performing its authorized functions.

Section 3. Maximum Annual Assessment. The initial annual

assessment, which shall remain in effect until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant's successor in interest as "Declarant" hereunder, shall be \$220.00 per Lot. The annual assessment shall be fixed by the Board of Directors, except that the annual assessment may not be increased in any one year to more than 115% of the assessment for the preceding year except upon the affirmative vote of a majority of each class of members present in person or by proxy at a meeting called in accordance with Section 5 below.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including the fixtures and personal property related thereto, provided that any such assessment for purposes of a capital improvement shall have the consent of members entitled to cast 2/3 of the votes present in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of

all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. . Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or as otherwise specified by the Board of Directors of the Association.

Section 7. . Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the day of the first conveyance of a Lot to an Owner other than Declarant or Declarant's successor in interest as "Declarant" hereunder. Lots owned by Declarant shall not be subject to annual or special assessments. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. If the proposed assessment exceeds the maximum specified in Section 3 of this Article IV, the Directors shall proceed as specified in Section 4. Written notice of the annual assessment shall be sent to every Owner subject thereto, but failure to receive such notice shall not relieve an Owner or his Lot from liability for such assessment. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge,

furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A certificate of the Association signed by any officer or authorized agent as to the status of assessments on a lot is binding upon the ASSOCIATION as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and the cost of collection thereof, become a continuing lien on the Lot(s) against which such assessment is made that shall bind such Lot(s) in the hands of the Owner(s), his heirs, devisees, personal representatives and Assigns, and shall also be the continuing personal obligation of the Owner(s) against whom the assessment is levied. If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and/or suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including a reasonable attorney's fee), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a

reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal or State savings and loan association or real estate investment trust, recorded prior to recording of a claim of lien for such assessment. Sale or transfer of any lot shall not affect the assessment of the lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE V

### ARCHITECTURAL CONTROL

Section 1. Architectural Control. No building, improvement, fence, wall or other structure, including, without limitation, any dwelling unit, garage, addition, exterior renovation, screen enclosure, or swimming pool, shall be commenced, erected or



maintained upon any lot, including those owned by Declarant, nor shall any exterior addition to or change or alteration therein or thereof be made, unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same are submitted to, and approved in writing by the Architectural Review Committee as described in Section 2 of this Article V. All plans and specification submitted to the Architectural Review Committee shall be evaluated as to harmony of exterior design and location in relation to surrounding structures and topography and as to conformance with the architectural restrictions contained herein, as amended from time to time, and any other relevant considerations which are based upon community standards of planning and construction, including considerations based exclusively on aesthetic factors.

Section 2. Architectural Review Committee. The architectural and control functions of the Association shall be administered and performed by the Architectural Review Committee (the "ARC"), which shall consist of four (4) members, who need not be members of the Association. Except as otherwise provided in this Section 2, the Declarant shall have the right to appoint all of the members of the Association. Except as otherwise provided in this Section 2, the Declarant shall have the right to appoint all of the members of the ARC, as long as it owns at least one Lot. All members of the ARC after Declarant no longer owns at least one Lot shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A majority of the ARC shall constitute a quorum to

transact business at any meeting of the ARC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or the termination of services of any member thereof, shall be filled by the Board of Directors; except that Declarant, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARC appointed by Declarant. Notwithstanding the foregoing, Ormond Green Development, Inc. and/or Paul F. Holub, Jr., and/or Ormond Green Phase II, Inc. shall have the right to select, designate, and appoint one-half (1/2) of the members of the ARC. Ormond Green Development, Inc. and/or Paul F. Holub, Jr. and/or Ormond Green Phase II, Inc. shall have this right so long as it owns the additional property or any part thereof or until such time as it notifies Declarant and the Association in writing that it waives and relinquishes such right. Any vacancy occurring on the ARC due to death, resignation, removal or other termination of services of any member appointed by Ormond Green Development, Inc. and/or Paul F. Holub, Jr. and/or Ormond Green Phase II, Inc. shall be filled by Ormond Green Development, Inc. and/or Paul F. Holub, Jr. and/or Ormond Green Phase II, Inc.

Section 3. Amendment of Article V. So long as Ormond Green Development, Inc. and/or Paul F. Holub, Jr. and/or Ormond Green Phase II, Inc. owns the additional property, or any part thereof, this Article V may not be amended, modified, or altered in any

manner whatsoever without the written consent of Ormond Green Development, Inc. and/or Paul F. Holub, Jr. and/or Ormond Green Phase II, Inc. Such consent shall be required notwithstanding any other provision hereof to the contrary.

ARTICLE VI

RESTRICTIONS

Section 1. Residential Use. The property initially subject to these Covenants and Restrictions shall be used for single-family residential dwelling units, however, the additional property or any part thereof hereafter made subject to this Declaration may be used for such purposes as provided by Declarant upon annexing such lands pursuant to Article VIII hereof, which purposes shall be in conformance with all applicable zoning ordinances and applicable PUD Development Plan. No building or other improvement shall be erected upon any lot without prior ARC approval thereof as elsewhere herein provided. No lot shall be divided or subdivided, or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous lots under one ownership. In the event of the division or subdivision of any lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided lot(s) shall be and become proportionately attributable and chargeable to the contiguous lot(s) and the Owner(s) thereof, to and with which all portions of the divided or subdivided lot(s) become consolidated. In the event that one or more lots are developed as a unit, the provisions of these Covenants and Restrictions shall apply thereto as a single

lot. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not included at least one (1) platted lot under the plat.

Section 2. Dwellings. Any single-family dwelling constructed on any lot shall not exceed thirty (30) feet in height and will have an attached garage designed for not less than two automobiles. The enclosed living area contained within each single-family dwelling shall not be less than one thousand five hundred (1500) square feet of living area as measured from the outside face of exterior walls. Garages, decks, porches, and aluminum enclosures shall not be included in calculating enclosed living area. No garage, barn, shed, or storage room may be constructed separate and apart from any residential dwelling. The exterior walls and gables of all dwellings shall be constructed of brick, cultured stone or stucco only.

Section 3. No Temporary Structures. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, barn, or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the ARC for use during construction only.

Section 4. Parking Restrictions. No automobile, truck, boat and trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked on the street (including the right-of-way thereof) overnight or for a continuous period of time in excess of

twenty-four (24) consecutive hours. The Association may cause all such vehicles to be towed away at the expense of the Owner of the lot involved.

Section 5. Storage Restrictions. No boat, boat and trailer, or trailer alone shall be parked (for any period of time in excess of twenty-four (24) consecutive hours) or stored or otherwise permitted to remain on any lot except in an approved garage attached to the residence. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked (for any period of time in excess of twenty-four (24) consecutive hours) or stored or otherwise permitted to remain on any lot except in a garage attached to the residence.

Section 6. Livestock and Animals. No livestock, poultry, or animal of any kind or size shall be raised, bred, or kept on any lot; provided however, that dogs, cats, or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such approved pets shall be kept on the Owner's lot and shall not be permitted to roam the property unless restrained by a collar and leash.

Section 7. Signs. No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any lot, except a sign approved by the Association giving the name of the occupant of the residence located on such lot or an approved sign advertising the premises for sale or rent, provided, however,

that nothing herein shall prohibit the Declarant from erecting and displaying such informational and advertising signs as the Declarant may deem appropriate or desirable.

Section 8. Restricted Activities. No obnoxious or offensive activity shall be conducted or permitted to exist upon any lot, nor shall anything be done or permitted to exist on any lot that may be or may become an annoyance or private or public nuisance. No building or construction materials shall be stored on any lot outside of a dwelling or garage, other than during periods of actual construction or remodeling.

Section 9. Dumping Prohibited. No lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other waste material. All lots shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials, and all unsightly weeds and underbrush. No incinerators or other fixed equipment shall be used for the collection, storage or disposal of solid waste material. All trash, garbage or waste materials shall be kept in sanitary containers either inside the garage or, when outside, in enclosures adjacent to the Owner's dwelling, suitably screened from view from streets and adjoining lots. It shall be the responsibility of each owner to remove all debris caused by any and all construction work occurring on such Owner's lot.

Section 10. Restrictions on Walls, Fences, or Hedges. No wall, fence, or hedge, over six (6) feet in height shall be erected, placed, altered, maintained, or permitted to remain on any lot unless and until the height, type, and location thereof have

been approved by the Architectural Review Committee.

Section 11. Swimming Pools. No above ground pools shall be permitted on any lot. All swimming pools proposed to be erected, altered or modified on any lot required the approval of the ARC.

Section 12. Antennas. No external television or radio antennae or other similar devices or structures shall be erected on any lot without the prior approval of the ARC. Satellite receiving dishes must be installed in accordance with the rules of the Association and applicable governmental ordinances, and with the approval of the ARC. No such installation shall be allowed within setback or easement areas, or on rooftops. All must be completely screened from any adjacent property and street by fencing and/or landscaping as approved by the ARC.

Section 13. Landscaping. At least three (3) hardwood trees with a minimum diameter of two (2) inches at four and one-half (4 1/2) feet DBH, or as otherwise required by the tree protection ordinance of the City of Ormond Beach as from the time amended, whichever is more restrictive, shall be planted in the front yard of each lot on or before the date on which a Certificate of Occupancy is issued with respect to any dwelling constructed on such lot. When building plans are submitted to the ARC, a landscape plan must also be submitted. The landscape plan must designate the location of the proposed trees. All yards must be sodded with St. Augustine or Floratam grass or a similar or higher grade type grass. No bahai sod or bahai type sod will be allowed. All yards must have an underground irrigation system. The

landscape plan must comply with the landscape rules as promulgated by the ARC from time to time.

## ARTICLE VII

### EXTERIOR MAINTENANCE

Section 1. Owner's Responsibility. Each OWNER shall be responsible for the exterior painting and maintenance of improvements constructed upon such Owner's lot, including the maintenance, repair, and replacement of roofs, windows, doors, gutters, downspouts and all exterior building surfaces. Each Owner shall also be responsible for the performance of periodic care and maintenance as may be necessary to keep the lot's landscaping in a healthy, orderly and attractive condition, including without limitation, mowing and trimming all sodded areas and the prompt removal of weeds, leaves, dead landscaping and debris.

Section 2. Failure to Maintain. In the event an Owner of any lot shall fail to maintain the lot and the improvements situated thereon in a manner satisfactory to the Board of Directors, and as required by this Declaration; the Association, after approval by two-thirds (2/3) vote of the Directors, shall have the right to enter upon the lot and to repair, maintain and restore the lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be a special assessment to get added to and become a part of the assessment to which the lot is subject.

## ARTICLE VIII

### FUTURE ADDITIONS



Section 1. Future Additions. Declarant and Declarant's respective successors and assigns, reserve the right, privilege and option, but not the obligation or duty, to include the additional property or any part thereof under the jurisdiction of the Association, which annexed lands shall be subject to this Declaration except as otherwise provided in the Supplemental Declaration effectuating such annexation as hereafter described. Such future additions may be annexed from time to time by filing in the Public Records of Volusia County, Florida, a Supplement to this Declaration describing the annexed property and the covenants and restrictions applicable to such property. Such Supplement to this Declaration shall not require the execution or consent of the Association, or its members, or, in the event lands are submitted to this Declaration by Ormond Green Development, Inc. and/or Paul F. Holub, Jr. and/or Ormond Green Phase II, Inc., the Declarant. Ormond Green Development, Inc. and/or Paul F. Holub, Jr. and/or Ormond Green Phase II, Inc. shall have the right to assign and transfer to any other party or parties the right, privilege and option to annex additional lands which is reserved herein to Ormond Green Development, Inc. and/or Paul F. Holub, Jr. and/or Ormond Green Phase II, Inc. in whole or in part, provided that such transferee is the owner of the lands to be annexed.

#### ARTICLE IX

##### GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at

law or in equity, all restrictions, conditions, covenants, reservations, liens and charge now or hereafter imposed by the provisions of this Declaration. The St. Johns River Water Management District and the City of Ormond Beach shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System and the Conservation Easement Areas. Failure of any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs and expenses, including reasonable attorney's fees, incurred by any moving party in any action or legal proceeding which results in the enforcement of any of the provisions hereof, shall be paid by the party compelled to comply with such provisions.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Declarant hereby reserves the right to amend, modify, or rescind this Declaration in whole or in part as it, in its sole discretion deems necessary, so long as (a) Declarant is a Class B Member, and (b) such amendment, modification, or rescission

does not substantially change the character, nature, or general scheme of development of the Property as set forth in this Declaration. Specifically, but not by way of limitation, Declarant has the right to amend such parts of this Declaration as it deems necessary to comply with the guidelines and requirements of the Federal National Mortgage Association or any other mortgage insurer, and such amendments shall not be deemed to substantially change the character, nature, or general scheme of development of the Property. In addition to the manner of amendment set forth above, this Declaration may also be amended by an instrument signed by the Owners not less than seventy-five (75%) percent of the lots subject to this Declaration. All amendments or modification of this Declaration must be recorded in the Public Records of Volusia County, Florida. Notwithstanding any contrary provision, any amendment to this Declaration which alters the Stormwater Management System previously approved by the St. Johns River Water Management District and the City of Ormond Beach, or the Conservation Easement Areas beyond maintenance in their original condition or as hereafter modified pursuant to plans approved by the District and the City of Ormond Beach, including the water management portions of the Common Area, shall require the prior approval of the District and the City of Ormond Beach.

Section 4. Effective Date. This Declaration shall become effective as of August 18, 1999 and thereafter be recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the undersigned, being the declarant

herein, has caused this Declaration to be executed in its name and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized on the day and year first above indicated.

"DECLARANT"

THE ORMOND GREEN DEVELOPMENT,  
INC., a Florida Corporation

Joe Holub  
Ken Hayes

By: [Signature]  
Paul F. Holub, Jr., President

Joe Holub  
Ken Hayes

[Signature]  
Paul F. Holub, Jr.,  
Individually

ORMOND GREEN PHASE II, INC.,  
a Florida corporation

Joe Holub  
Ken Hayes

By: [Signature]  
Paul F. Holub, Jr., President

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18 day of August, 1999, by Paul F. Holub, Jr., as President of The Ormond Green Development, Inc., a Florida corporation and President of Ormond Green Phase II, Inc., a Florida corporation and Individually who is personally known to me and who has not taken an oath.

[Signature]  
Notary Public

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DEBORAH GORMLEY  
COMMISSION # CC764416  
EXPIRES OCT 08, 2002  
BONDED THROUGH  
ADVANTAGE NOTARY

JOINDER AND CONSENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
THE ORMOND GREEN  
ORMOND BEACH, FLORIDA

L.A.V. Investments, Inc. (the "Mortgagee"), being the owner and holder of a certain mortgage from the Ormond Green Development, Inc. of even date herewith, which mortgage encumbers those lands subject to that certain Declaration of Covenants and Restrictions for The Ormond Green Phase II, dated as of August 18, 1999 and thereafter recorded in the Public Records of Volusia County, Florida, does hereby join in and consent to said Declaration of Covenants and Restrictions. The Mortgagee acknowledges and agrees that this Joinder and Consent shall be attached to said Declaration for purposes of recording in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, L.A.V. Investments, Inc. has caused these presents to be executed by its duly authorized officer and its corporate seal affixed this 18 day of August, 1999.

Witnesses:

Phil Hayashida  
OFV

By:

Henry Schreiber  
[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18 day of August, 1999 by Henry Schreiber as PRESIDENT of L.A.V. Investments, Inc., who is personally known to me and who has not taken an oath.



DEBORAH GORMLEY  
COMMISSION # CC764416  
EXPIRES OCT 08, 2002  
BONDED THROUGH  
ADVANTAGE NOTARY

Debbie Gormley  
Notary Public

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VOLUSIA CO., FL

Exhibit A to Declaration

BY-LAWS  
OF  
THE ORMOND GREEN HOMEOWNERS ASSOCIATION, INC.

A corporation not for profit under  
the Laws of the State of Florida.  
(Adopted on June 11, 1990)

ARTICLE 1  
IDENTITY

These are the By-Laws of The Ormond Green Homeowners Association, Inc. called the "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida.

1.1 The office of the Association shall be at 149 Broadway, Daytona Beach, Florida 32118.

1.2 The fiscal year of the Association shall be the calendar year, or such other year as the Board of Directors may designate.

1.3 The seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

1.4 "Declaration" shall mean that certain "Declaration of Covenants and Restrictions of The Ormond Green" dated as of June 11, 1990.

1.5 "Developer" shall mean The Ormond Green Development, Inc., a Florida corporation, or any successor to which it assigns its rights under the Declaration and the Articles of Incorporation and By-Laws of the Association.

1.6 "Eligible Member" shall mean those members of the Association whose voting rights have not been suspended by the

Board of Directors of the Association in accordance with these By-Laws.

1.7 "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Members and all property described as "Common Area" in the Declaration and on the subdivision map of The Ormond Green Phase I and The Ormond Green Phase II recorded in the Public Records of Volusia County, Florida which describes the property which is subject to and described in the Declaration.

1.8 "Property" shall mean or refer to that certain real property which is subject to and described in the Declaration, and such additions thereto as is hereafter brought within the jurisdiction of the Association by annexation.

1.9 "Lot" shall mean or refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

1.10 "Member" shall mean or refer to those persons entitled to membership in the Association as provided in the declaration.

1.11 "Class B Member" shall be the Developer and the record title holder of any lands hereafter submitted to the Declaration in accordance therewith.

## ARTICLE 2

### MEMBERSHIP, VOTING, QUORUM, PROXIES

2.1 The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article 5 of the Articles of Incorporation of the Association, which provisions are incorporated herein by reference.

2.2 At members' meetings, a quorum shall consist of Members, present in person or by proxy entitled to cast a majority of all the votes of each class of membership of the Association. Actions approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Association, except when approval by a greater number of members is required by the Declaration, the Articles of Incorporation, or other provisions of these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

2.3 Votes may be cast in person or by proxy. Proxies may be made by any person eligible to vote and shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

2.4 So long as there are Class B Members, the actions, policies and programs of the membership shall not be implemented or become effective unless approved by a majority of the votes of the Class B Members in writing. Nothing herein shall prevent the Class B Members from terminating their right of disapproval prior to the conversion of Class B membership. Such termination shall be accomplished by delivering written notice of the Class B Members' intention to terminate their right of disapproval to the Board of Directors of the Association.

2.5 So long as there is a Class B membership, as such term is defined in the Declaration, the Association shall not enter into any lease or contract, including, but not limited to, a management contract, unless the terms and provisions of such lease or contract provide a right of termination, without cause, which may be exercised by the Association without penalty at any time after the Class B membership converts to Class A membership in accordance



with the Declaration, upon not more than ninety (90) days notice to the other party. Notwithstanding anything herein to the contrary, this paragraph shall not apply to mortgages or other liens securing the indebtedness of the Association.

### ARTICLE 3

#### ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

3.1 The Annual Members' Meeting shall be held at such place in Volusia County as is designated by the Board of Directors, on such day in February of each calendar year as the Board of Directors shall designate, for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

3.2 Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members of the Association owning a majority of lots.

3.3 Notice of all members' meetings, stating the time and place and the purpose for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fifteen (15) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meetings may be waived before or after meetings.

3.4 The vote of the owners of a lot owned by more than one person or by a corporation or other entity, will be cast by the person named in a Voting Certificate signed by all of the owners of the lot and filed with the Secretary of the Association, and

such Certificate shall be valid until revoked or until superseded by a subsequent Certificate. A Voting Certificate designating the person entitled to cast the vote for a lot may be revoked by any one of the owners of the lot. If such a Certificate is not on file, the vote of such owner shall not be considered in determining the requirements for a quorum, nor for any other purpose.

3.5 If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time and call another meeting subject to the notice requirements set forth herein, and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting.

#### ARTICLE 4

##### BOARD OF DIRECTORS

4.1 The Board of Directors of the Association shall consist of three (3) persons, who need not be members of the Association, and who may be authorized representatives, officers or employees of a corporate member of the Association.

4.2 Election of directors shall be conducted in the following manner:

a. The initial Board of Directors of the Association shall be appointed by Developer and shall hold office until their successors are elected or selected in accordance with these By-Laws at the first Annual Meeting of the membership. The names and address of the members of the first Board of Directors are set forth in Article 7 of the Articles of Incorporation of the Association, the provisions of which are incorporated herein by reference.

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b. The Class B Members shall, at the beginning of the election of the Board of Directors, designate the members of the Board of Directors that they are entitled to designate in accordance with Section 4.8 of these By-Laws, and upon such designation by the Class B membership, the individual or individuals so designated by the Class B Members shall be directors of the Association for all purposes, and shall thenceforth perform the office and duties of such directors until their successors have been selected or elected in accordance with the provisions of these By-Laws and the Articles of Incorporation.

c. All members of the Board of Directors whom the Class B membership shall not be entitled to designate and select shall be elected by a plurality of the votes cast at the special meeting called to elect the members of the Board of Directors.

d. Other than the special elections of successor directors to those appointed by the Class B membership, the election of directors shall be held at the Annual Members' Meeting.

e. A nominating committee of not more than five (5) members of the Association shall be appointed by the Board of Directors not less than forty (40) days prior to the Annual Members' Meeting. The committee shall nominate one (1) or more persons for each director then serving. A director then serving may be nominated to a successive term. Additional nominations may be made from the floor at the time of the meeting.

f. The election of directors shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast. There shall be appurtenant to each lot as many votes for directors as there are directors to be elected, provided, however, that no member may cast more than one vote for each Lot owned by that member for any person nominated as a director, it

being the intent hereof that voting for director shall be non-cumulative. A ballot may be incorporated in the proxy form.

g. Except as otherwise provided herein, vacancies in the Board of Directors occurring between Annual Meetings of the members of the Association shall be filled by the remaining directors, unless the vacancy is in a Board of Directors seat appointed by the Class B membership, in which case the Class B membership shall appoint the successor.

h. Any director elected by lot owners other than the Class B membership may be removed by a concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the membership of the Association at the same meeting.

i. None of the directors selected by the Class B membership shall be subject to removal by the members other than the Class B membership.

j. The Class B membership shall have the absolute right at any time, in its sole discretion, to replace any person or persons appointed by it to the Board of Directors with another person or other persons to serve on said Board of Directors. Replacement of any person designated by the Class B membership to serve on any Board of Directors of the Association shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name of the person to be replaced, and the name or names of the person designated as successor to the person so removed from the Board of Directors.

k. The term of each Director's service will extend until the next Annual Meeting of the members, and subsequently until his

successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.3 The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors, at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

4.4 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors and shall be open to all lot owners. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting.

4.5 Special Meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of one third (1/3) of the votes of the Board. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

4.6 Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.7 A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If any Directors' meeting cannot be organized because a quorum has not attended, the Directors who are present may adjourn the meeting from time to time until a quorum

is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

4.8 So long as the Class B membership exists, as such term is defined in the Declaration, the Class B Members shall be entitled to designate all of the members of the Board of Directors. After the Class B membership converts to Class A membership in accordance with the Declaration, the Class B memberships' right to designate the members of the Board of Directors shall terminate, and the election of all directors at the first Annual Meeting of the membership thereafter shall be in accordance with Section 4.2(f) hereof. All members of the Board of Directors whom the Class B membership is entitled to designate and select shall be elected by a plurality of the votes cast by Class B Members at a special meeting of Class B Members called by any Class B Member for the purpose of electing directors to be designated by the Class B membership. Voting by Class B Members shall be noncumulative, and each Class B Member may cast three (3) votes for each Lot owned by that member for any person nominated as a director. Persons may be nominated as a prospective director by any Class B Member.

4.9 All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes of the State of Florida, the Articles of Incorporation of the Association, these By-Laws and the Declaration. Without limiting the generality of the foregoing, the Board of Directors shall have the power:

a. To make, levy and collect assessments against members and lots to defray the costs of the Association and to use the

proceeds of said assessments in the exercise of the powers and duties granted to the Association;

b. To maintain, repair, replace, and operate property owned by the Association and to maintain the Common Area as required under the Declaration, and grant such easements over, upon, across, and under the Common Area as the Board of Directors deems to be in the best interest of the Association and its Members.

c. To procure and maintain adequate comprehensive general liability and hazard insurance for the protection of the Association and its property; as well as liability insurance for the protection of the Directors.

d. To make and amend regulations governing the use of the property owned by the Association, including but not limited to the Common Area, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and the Declaration;

e. To contract for the management of the Association and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by law or the Declaration to have approval of the membership of the Association;

f. To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association and the Declaration.

g. To pay all taxes and assessments which are liens against the Common Area and other property of the Association, and to assess the same against the members and their respective lots;

h. To employ personnel and engage professionals for reasonable compensation to perform the services required for proper administration of the Association;

i. To suspend the right of any Class A member of the Association to vote in Association matters, upon such member's failure to pay when due, any assessment duly assessed upon such member's lot by the Association or upon such member's violation of any covenant or restriction of the Declaration. Voting rights of a Class A member shall only be suspended by a majority of the Board of Directors at a meeting occurring no earlier than fifteen (15) days after mailing by certified U.S. Mail a notice of such meeting to the affected member. Such notice shall state the time, place, and purpose of the meeting together with a description of the defaults and/or violations charged. The voting rights of any member suspended in accordance herewith shall be automatically reinstated upon full payment of amounts owed to the Association and compliance with all applicable covenants and restrictions.

j. To take such other actions as may be reasonably necessary to fulfill responsibilities of the Association as set forth in the Articles of Incorporation and the Declaration.

ARTICLE 5  
OFFICERS

5.1 The executive officers of the Association shall be a President, who shall be a director, a Vice President and a Secretary-Treasurer, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary to manage the affairs of the Association.



5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including, but not limited to, the power to appoint such committees from among the members, as he in his sole discretion may determine appropriate, to assist in the conduct of the affairs of the Association. He shall also be the voting representative of the Association to the Master Association.

5.3 The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary-Treasurer, as Secretary, shall keep the minutes of all proceedings of the directors and the members, and attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. Any Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Secretary-Treasurer, as Treasurer, shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

5.6 The compensation of any employee of the Association shall be fixed by the directors. The Board of Directors is not precluded from employing a director as an employee of the Association and

compensating him as an employee, nor precluded from contracting with a director for the management of the Association.

ARTICLE 6

FISCAL MANAGEMENT

6.1 The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each lot. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments. As 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 Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent, and such delinquent assessments shall be subject to penalties and interest as set forth in the Declaration. In the event of any delinquency in the payment of assessments, the Association is empowered to commence an action of law against the Owner personally obligated to pay such assessments or foreclose its lien upon the Lot against which such delinquent assessments are owed.

6.2 The receipts and expenditures of the Association shall be credited and charged to accounts under classifications as shall be appropriate.

6.3 The Board of Directors will adopt a budget for each fiscal year, which shall include the funds required to defray all estimated expenses of the Association. A copy of the annual budget and assessments shall be mailed to each lot owner at the last address shown for such owner on the Association's records not less than thirty (30) days prior to the date on which the first installment of such assessment is due. The notice shall specify whether such assessment shall be payable in monthly installments

in advance or in quarterly installments in advance. Anything hereinabove to the contrary notwithstanding, each lot owner shall be responsible for assessments on his lot and each lot shall be subject to lien therefor regardless of whether or not the lot owner actually receives a copy of the budget and notice of assessment prior to the due date.

6.4 In the event a previously adopted budget shall be insufficient in the judgment of the Board of Directors to provide funds for the anticipated current expenses for the ensuing year and for all of the unpaid operating expenses previously incurred, the Board of Directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amount to meet such expenses for the year.

6.5 If any Class B Member holds Lots for sale in the ordinary course of business, no action shall be taken by the Association that would, in the sole discretion of the Class B Member whose Lots are affected, be detrimental to the sale of Lots or units by the Class B Member without the written approval of such Class B Member. An increase in assessments for common expenses without discrimination against the Class B membership shall not be deemed to be detrimental to the sale of Lots or units.

6.6 The depository of the Association shall be such institutions whose deposits are insured by an agency of the U.S. Government as shall be designated from time to time by the Directors. Withdrawal of monies from such accounts shall be only by checks or withdrawals signed by such persons as are authorized by the Directors.

6.7 The Association shall make available to Members and holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-Law, other rules concerning the administration of the Property under the jurisdiction of the

Association. The term "available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

ARTICLE 7  
PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of all Association meetings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

ARTICLE 8  
AMENDMENTS

8.1 These By-Laws may be amended, modified, or rescinded in whole or in part by a majority of the Class B membership, as it in its sole discretion deems necessary or desirable, so long as such amendment, modification, or rescission does not (a) substantially change the character, nature, or general scheme of development of the Property as set forth in the Declaration and (b) does not materially adversely affect any Class B Member.

8.2 In addition to the manner of amendment set forth in Section 8.1 above, these By-Laws may be amended in the following manner:

a. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Directors, or by members of the Association owning a majority of the lots subject to the Declaration, whether meeting as members or by instrument in writing signed by them.

b. Upon any amendment to these By-Laws being so proposed, such proposed amendment shall be transmitted to the

President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment. It shall be the duty of the Secretary to give to each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment in reasonably detailed form. Notice shall be mailed to or presented personally to each member not less than fourteen (14) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited postage prepaid in the United States Mail, addressed to the member at his post office address as it appears on the records of the Association. Any member may, by signed waiver, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of notice to such member. At such meeting the amendment or amendments proposed must be approved by the affirmative vote of members owning not less than seventy-five percent (75%) of the lots described under the Declaration and any supplement thereto, in order for such amendment or amendments to become effective.

c. At any meeting held to consider any amendment or amendments of these By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

d. In the alternative, an amendment may be made by an agreement signed and acknowledged in the manner required for execution of a deed by the record owners of seventy-five percent (75%) of the lots described under the Declaration and any supplement thereto.

8.3 No amendment to these By-Laws which would abridge, amend or alter the rights of the Class B membership may be adopted or become effective without the prior written consent of those Class B Members holding a majority of the votes of the Class B membership.

ARTICLE 9  
DISSOLUTION OF ASSOCIATION

9.1 In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the stormwater management system located within the Common Area shall be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C., as amended and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

The foregoing was adopted as the By-Laws of The Ormond Green Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 11th day of June, 1990.

THE ORMOND GREEN HOMEOWNERS  
ASSOCIATION, INC., a Florida  
not-for-profit corporation

Paul F. Holub, Sr.  
Paul F. Holub, Sr., Secretary

Approved:

Paul F. Holub, Jr.  
Paul F. Holub, Jr., President