

DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Arthur J. McQuillan, Inc., a Florida corporation hereinafter called declarant, was the owner in fee simple of certain real property located in Volusia County, Florida, known by official plat designation as WOODBOUND LAKES, a subdivision, pursuant to a plat recorded on March 7, 1986, on Official Records Book 41, Page 12-14 of the public records of Volusia County, Florida.

Said Declarations of Covenants, Conditions and Restrictions, having been recorded on March 1, 1986 in official Record Book 2793, Pages 1589 through 1600, INCLUSIVE, in the Public Records of Volusia County, Florida.

Amendment number one was recorded in Official Records Book 2820, Page 1149 and 1150 on May 14, 1986.

Amendment number two was recorded in Official Records Book 2956, Pages 355 and 356 on February 27, 1987.

Amendment number three was recorded in Official Records Book 3257, Pages 606 through 615 on February 3, 1989.

Amendment number four was recorded in Official Records Book 3749, pages 1530 through 1536 on June 2, 1992.

Amendment number five was recorded in Official Records Book 4163, pages 225 through 228 on Dec. 18, 1996, all of which are in the Public Records of Volusia County, Florida.

~~Amendment number six was recorded in Official Records Book 7267, pages 3203 through 3206 on June 21, 2016, all of which are in the Public Records of Volusia County, Florida.~~

Amendment number seven was recorded in Official Records Book 7882, pages 3387 through 3390 on July 21 2020, all of which are in the Public Records of Volusia County, Florida.

All of the amendments in the seven documents have been combined into the original for convenience. If for any reason there is a difference of any type, the originals as filed should be used as the deciding document.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with title, or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to WOODBOUND LAKES HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Common areas" shall mean all real property owned by the association for the common use and enjoyment of the owners.

Section 3. "Declarant" shall mean Arthur J. McQuillan, Inc., a Florida corporation, its successors and assigns, provided such successors or assigns acquire more than one undeveloped lot from declarant for the purpose of development.

Section 4. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of the common areas.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the association.

Section 7. "Mortgage" shall mean a conventional mortgage or deed of trust.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Owner" shall mean the record title holder, whether one or more persons or entities, of a fee simple title or life estate or remainder interest to any lot which is a part of the subdivision, but shall not include any person or entity holding title merely as security for performance of an obligation.

Section 10. "Subdivision" shall mean the subdivided real property herein before described and such additions thereto as may be brought within the jurisdiction of the association as hereinafter provided.

ARTICLE II. MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the association. Membership is appurtenant to and may not be separated from ownership of a lot.

Section 2. There shall be one class of members, who shall be entitled to one vote for each given lot. In no event shall more than one vote be cast with respect to any lot owned within the subdivision.

ARTICLE III. ASSESSMENTS

Section 1. Lien and personal obligation of assessments. Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of annual assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the common areas.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common areas.
- (c) Acquisition of furnishings and equipment for the common areas as may be determined by the association, including, without limitation, all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.
- (d) Fire insurance covering the full insurable replacement value of the common areas with extended coverage.
- (e) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common areas. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.
- (f) Workmen's compensation insurance to the extent necessary to comply with Section 440-38 of the Florida Statutes, and any other insurance deemed necessary by the board of directors of the association.
- (g) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.
- (h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

ARTICLE III.ASSESSMENTS section 2(Cont'd)

Section 3.

- (a) Maximum annual assessment. Until January 1 of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment shall be ONE HUNDRED TEN AND NO/100 dollar (\$110.00).
- (b) From and after January 1, of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment may be increased each year not more than Ten percent (10%), above the maximum assessment for the previous year without a vote of the members.
- (c) From and after January 1 of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment may be increased above Ten percent (10%) by the vote or written assent of a majority of each class of members.
- (d) The board of directors of the association may fix the annual assessment at an amount not in excess of the maximum

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 on the common areas, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 5. Notice and quorum for action authorized by Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 and 4 shall be sent to all members not less than Fifteen (15) nor more than Thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within Ten (10) days after the date of such meeting.

Section 6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Commencement and collection of annual assessments. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common areas. 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 the due date thereof and shall fix the dates such amounts becomes due. The board of directors may make assessments payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto by certified mail, return receipt requested. The association shall, on demand and for a reasonable

ARTICLE III, ASSESSMENTS Section 7(Cont'd)

charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular lot is binding upon the Association as of the date of the certificate's issuance. The Association may cause to be recorded in the Public Records of Volusia County, Florida, a notice of lien on a form approved by the Association for the amount of annual or special assessments due together with costs and attorneys' fees on any particular lot. Upon payment of all amount due for any annual or special assessment, the Association shall deliver to the owner of the lot against whom a notice of lien had been recorded, a release of lien. The owner of the lot shall be responsible for recording the release of lien.

Section 8. Effect of nonpayment of assessments; remedies of the Association. Any assessment not paid within Thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of Twelve percent (12%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non use of the common area or abandonment of his lot.

Section 9. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relive such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Failure to comply. Any failure by any property owner to comply with any and or all requirements herein set-forth will result in a fine to be paid by the property owner. In any instance wherein such a fine is not provided for specifically, the minimum shall be Fifty dollars (\$ 50.). Unpaid fines will be compounded semi-annually at the rate of One and One-Half Percent (1 1/2%) until the fine is paid in full At its discretion, the Board may seek a property lien in the amount of the delinquent fine.

ARTICLE IV. PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the association:

- (a) The right to charge reasonable admission and other fees for the use of any recreational facility situated within the common areas;
The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against his lot remain unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding (42) days for any infraction of the published rules and regulations of the association;

ARTICLE IV. PROPERTY RIGHTS Section 1(Cont'd)

(c) The right to dedicate or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by Two-Thirds (2/3) of each class of members agreeing to such dedication or transfer has been duly recorded.

Section 2. Delegation of use. Subject to such limitations as may be imposed by the bylaws, each owner may delegate his right of enjoyment in and to the common areas and facilities to the members of his family, his guests, tenants and invitees.

Section 3. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted too remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations and rights of way are reserved.

Section 4. Right of Entry. The association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot and any lake in the subdivision at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 5. No Partition. There shall be no judicial partition of the common areas, nor shall declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in co-tenancy.

ARTICLE V. USE RESTRICTIONS

The Subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a single family residence of conventional construction. For the purpose of this paragraph, wood frame construction or concrete or cinder block construction or a combination of these shall be considered conventional construction. Without limiting other types of construction which may also be excluded, no manufactured, modular, mobile, geodesic dome or log homes shall be permitted. No structure, including but not limited to, any outbuilding shed, barn, fence, whether permanent or temporary shall be permitted on any lot unless there exists on such a lot a residential structure conforming with the requirements of these Covenants, Conditions and Restrictions.

Section 2. No business, of any kind, shall be conducted on any residence or lot, which conduct would generate traffic by the public at large, to or from the residence at any time.

Section 3. No noxious or offensive activity shall be carried on in or on any lot. The Board of Directors shall be the sole arbiter in deciding what constitutes the aforesaid activity.

Section 4. No sign of any kind shall be displayed to public view on a lot or the common areas without the prior written consent of the association, except customary name and address signs and lawn signs of not more than Four and One-Half (4.5) square feet in size advertising a property for sale or rent. Any display of a flag which shall be considered a sign, shall be allowed in accordance with the provisions of Florida Statute 720.304(2), as amended.

Section 5. Nothing shall be done or kept on a lot or on the common areas which would increase the rate of insurance relating thereto without the prior written consent of the association, and no owner shall permit anything to be done or kept on his lot or on the common areas which would result in the cancellation of insurance on any residence or on any part of the common areas, or which would be in violation of any law.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred, sold from or kept on any lot or on the common areas. However, dogs, cats and other common domesticated house pets, but no limited to birds or fish, may be kept on lots subject to such rules and regulations as may be adopted by the Association. Under no circumstances shall any animals, livestock, poultry, dogs, cats, birds, fish or other common domesticated household pets be kept, bred or maintained for commercial purposes.

No permitted common domesticated house pet shall be permitted outside any residence unless restrained either by leash or other enclosure or fence approved in writing by the Association. This Section shall not be construed to permit any structure or fence which is otherwise prohibited under any other provision of the Declarations. Each owner of such common household domesticated pet shall be responsible for any nuisance caused by the owner's pet within the confines of the subdivision. Owners of such pets shall be responsible for insuring that their pet does not create a noise nuisance, particularly between the hours of 9:00 P.M. and 8:00

ARTICLE V. USE RESTRICTIONS Section 6 (Cont'd)

A.M. In addition, any owner of any common household domesticated pet shall be responsible for removing any excrement deposited by their pet on any other owner's lot.

Section 7. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common areas except in sanitary containers located in areas designated as appropriate by the Board of Directors of the Association in the rules and regulations promulgated by the Board of Directors. No rubbish, trash, garbage or other waste materials shall be placed in appropriate areas for pick-up more than twenty-four (24) hours before a scheduled pick-up date.

Section 8. No fence, hedge, wall, or other structure used to enclose all or a portion of a lot from another portion of the same lot or different lot in excess of six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any lot, unless special approval has been obtained (in writing) from the Association. No fence of any type or wall of hedge of shrubbery or other plant material shall be placed along the lot line bordering any public or private street or right-of-way. If a permanent wall is constructed across the front of the Subdivision by the Association, no fence, wall or any other structure may be erected in excess of the front wall height, within twenty (20) feet of said wall. This section shall be construed in accordance with Florida Statute section 163.04 energy devices based on renewable resources.

At no time shall clothes or other household wash be hung in public view, or shall equipment used to hand wash, be permitted to be placed or remain in public view. For purposes of this Covenant, the term "public view" shall be construed to include the rear portion of any lake front lot.

Section 9. No structure of a temporary nature or character, including, but no limited to, a trailer, travel trailer, house trailer, horse trailer, mobile home, modular home, camper, tent, shack, shed, barn or other similar structure shall be permitted on any lot for any period in excess of twenty- four (24) hours and under no circumstances may any of the above mentioned temporary structures be used as a residence for any period of time whatsoever.

Section 10. Nothing shall be altered in, constructed on, or removed from the common areas except on the written consent of the Association.

Section 11. Declarant or the transferees of declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

- (a) Any person or entity owning lots in the subdivision, including builders, are fully expected to abide by and conform with any and all Covenants, Conditions and Restrictions, applicable to all members.

ARTICLE V. USE RESTRICTIONS (Cont'd)

Section 12. The living floor area of the main structure, exclusive of one-story open porches and garages shall not be less than 1,500 square feet, for all lots in the subdivision. On all two story homes the main story shall have not less than 1,000 square feet and the second story shall have not less than 500 square feet.

Section 13.

(a) No automobile, truck, boat and trailer, trailer, house trailer, mobile home, camper or other similar vehicle shall be parked on the front yard or on the street, side yards, or on the street or any County right-of-way, including portions of any vacant lot, for any period of time, UNLESS PRIOR WRITTEN APPROVAL HAS BEEN RECEIVED FROM THE BOARD OF DIRECTORS.

(b) No boat and trailer, house trailer, mobile home, camper, or other similar vehicle, shall be kept on any lot in the subdivision, except in the garage, for any period of time, UNLESS PRIOR WRITTEN APPROVAL HAS BEEN OBTAINED FROM THE BOARD OF DIRECTORS.

(c) No engine or vehicle of any type will be repaired or assembled in the front, back or side yards, within the sight of any residence.

(d) Inoperative or partially assembled automobiles or engines shall be kept in garages.

(e) No automobile, truck or other commercial vehicle which contains lettering or other advertising thereon, or which is identified with any commercial business or activity, or which stands on more than four wheels shall be parked for longer than one-hour daily, or shall be stored or otherwise permitted to remain on any lot longer than one-hour daily except inside the garage of the residence, with the garage door closed completely. This section does not prohibit vehicles of businesses which are performing a service at the residence.

The violation of this article shall be documented with regard to type of vehicle and the date and time of infraction. Each and every day that this requirement is in violation will constitute a separate infraction and thereafter will be fined Fifty (\$50) Dollars for each infraction.

Section 14. All lots shall be served by Volusia County Water and Sewer Division. The connection of wells for household use is prohibited. Wells may be used for irrigation, swimming pools and other outside use, but must receive Board approval before drilling. Wells shall not be located in the front yard of any dwelling

ARTICLE V. USE RESTRICTIONS (Cont'd)

Section 15. All lots shall have a driveway to the street and must conform to Volusia County Road Right-Of-Way requirements. The driveway and sidewalk within public view may be made of concrete in its natural color, brick pavers, or stamped concrete.

Section 16. No carports or unenclosed garages will be permitted.

Section 17. The owner of each lake front lot shall be responsible for keeping the lake bank, which is on the lot, neat and free of debris and litter. No trash or refuse shall be dumped in the lake or placed or kept near the lake. Lake front lots shall only be fertilized with time-released fertilizer to minimize nutrient runoff into the lake. Lake front lot owners are not permitted to construct docks of any type without the written consent of the developers or homeowners Association. Filling or dredging within the lake is prohibited except as required in order for the lake to fulfill its purpose as a part of an overall drainage plan for surrounding property. No lake front lot owner shall permit any change to be made in the grade of that portion of his lot which is waterward of the building restriction line as shown on the plat, nor install any retaining walls. The easements herein above reserved and granted are extended to and shall exist so long as the lake referred to herein shall exist. Docks constructed must comply with County ordinances.

Section 18. Each lake front lot owner shall have an easement over and upon the entire lake surface for sail boating, canoeing, rafting, paddle boating and row boating. No boats more than 14 feet in length (except canoes) shall be used on the lakes. No boat or device powered by gasoline or diesel fuel shall be operated on the lakes. Electric and wind sail powered craft are permitted. Engine driven equipment may be used for maintenance purposes.

Section 19. Television satellite antennas which are not more than 18 inches in diameter shall be permitted. No ground installed unit may be more than 36 inches high and must be concealed from public view; any such installation must be approved in advance by the Architectural Review Board.

No short wave radio or HAM radio antennas will be permitted anywhere within the subdivision. All other antennas used for radio and/or television reception must be hidden from public view; may not be attached to the exterior of any residence or other structure. All such antennas must be concealed within the interior or attach way of residential structures.

Roof top weather vanes must be approved, in advance, by the Architectural Review Board.

Section 20. Any and all owners of any and all lots within the subdivision shall be responsible for insuring that their guest, lessees, licensees or invitees, whether social or business, abide by and are bound by these Declaration of Covenants, Conditions and Restrictions and any rules and/or regulations promulgated by the Association.

ARTICLE V. USE RESTRICTIONS (Cont'd)

Section 21. No basketball hoops and/or backboards will be permitted to be attached to any part of any residential dwelling and/or attached garage within the subdivision. Free standing basketball hoops and/or backboards may be permitted, providing they are not attached to any part of the residential dwelling or attached garage within the subdivision. Free standing basketball hoops and/or backboards which are commercially manufactured for retail sales at locations which customarily promote and sell sporting equipment do not require pre-approval of the Architectural Review Board. However, any customized or specially ordered, or home-designed and built basketball hoop or backboard must have its plans and specifications provided to and approved by the Architectural Review Board prior to construction and installation. Further, the final product must be substantially similar to that proposed in the plans and specifications.

Section 22. No solar panels, or solar energy collecting devices will be permitted anywhere but on the rooftop of a residence. Such installations shall be located wherever practicable on the rear portion of the roof. This section shall be construed in accordance with Florida Statute section 163.04 Energy Devices based on renewable resources.

NOTE: It is not the intention of this Section to prohibit, or tend to prohibit such installations in violations of existing State of Florida Statutes, but rather to encourage the homeowner to work closely with the Architectural Review Board, in order to establish a mutually satisfactory solution prior to installation. All such plans must receive prior approval.

Section 23. In order to implement effective insect, reptile and woods fire control, the Association shall have the right, but not the duty, to enter upon any lot. Such entry to be made by personnel with tractors or other suitable devices for the purposes of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the subdivision. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents shall likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions of this Section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune or to maintain any lot nor to provide garbage or trash removal services. The costs incurred by the Association in exercising its right under this Section, shall constitute a special assessment against the owner of the lot and shall in every respect constitute a lien on the lot as would any assessment or special assessment.

Section 24. Signs: No commercial signs or other signs shall be erected or maintained on any lot except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If permission is granted for any other signage, the Association shall have the right to restrict size, color and content of such signs. No signs shall be permitted on the front entrances to

ARTICLE V. USE RESTRICTIONS Section 24 (Cont'd)

the subdivision at any time.

Section 25. Window Coverings: No reflective, foil or other materials shall be permitted on any window except for tinted bronze glass and any such installation shall require the written approval of the Association.

ARTICLE VI. OWNERS' OBLIGATION TO REPAIR

Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE VII. OWNERS' OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within Three (3) months after the damage occurs, and shall be completed within Nine (9) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

If the owner or owners fail to rebuild, as required above, the Association will have an option to purchase the property from the owner or owners for a period commencing one (1) year after the date the damage occurs and extending to a period of two (2) years after the damage has occurred. The option purchase price shall be determined by the Association, selecting an appraiser and the owner selecting an appraiser who shall, in turn, together select one appraiser who shall appraise the property and establish a fair market value of the property at the time of the appraisal. The owner or owners and Association agree that the appraiser's appraisal of the fair market value of the property shall be the purchase price under the option. The Association may exercise its option to purchase by giving written notice by certified mail, return receipt requested, to owner or owners of the damaged property. The Association shall pay all costs involved in purchasing the property, including but not limited to documentary stamps and recording costs. This option may only be exercised upon the written consent of a majority of the members of the Association at a special meeting convened especially for that purpose or for the purpose of determining whether to exercise the option thereunder. The Association is hereby specifically authorized to make a special assessment against all owners of lots within the subdivision for the cost of exercising the option, if approved by a majority of owners. If the option is exercised and the title of the damaged property is transferred to the Association, the Association shall immediately commence efforts to sell the property to a third party who will agree to rebuild the property in conformity with these Declarations of Covenants, Conditions and Restrictions. Any net profit realized upon the sale of such property, shall be placed in the General Fund and accounted for in the annual budget process.

ARTICLE VIII. ANNEXATION OF ADDITIONAL PROPERTY

Additional residential property and common areas may be annexed to the subdivision with the consent of Two-thirds (2/3) of each class of members.

ARTICLE IX. SUBDIVISION GUIDELINES

Section 1. Approval: No building, fence, driveway, patio, paved area, wall or other structure shall be commenced, erected, or maintained upon the existing property and additions to existing property, nor shall any exterior, addition to, change or alteration therein be made until the plans and specifications shall have been submitted to and approved in writing by the Board of the Association Directors of the Woodbound Lakes Homeowners Association, hereinafter called the Association. One copy of all plans and associated data shall be furnished to the Association for its written approval. These plans and associated data will not be returned but may be retained by the Association.

Section 2. Setback Lines: Since the establishment of standard inflexible building setback lines for location of houses on lots tend to force construction of houses both directly behind and directly to the side of other houses with detrimental effects on privacy, preservation of important trees, etc., only minimum specific setback lines are established in conformance with the community development plan approved by the County. Setback lines must comply with County ordinances.

In order to assure, however, that location of houses will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each house, that the structures will be located with regard to the topograph of each individual lot, taking into consideration the location of large trees and similar considerations the Association shall have the right to recommend the precise site and location of any house or dwelling or other structure upon the existing property and the additions to existing property.

Section 3. Review Documents: Plans for structures shall be no less than 1/4" = 1' scale and site and landscape plans 1/8" = 1' scale. Drawings and documents required for review shall consist of the following:

- (a) Floor plan(s) with habitable square footage shown thereon.
- (b) Elevations of all sides of contemplated structure(s).
- (c) Summary specification list of proposed materials together with samples of exterior materials and colors.

The Builder, Contractor or his representative will also provide a site plan showing the location of the structure(s), setbacks and major trees over 6" in diameter. The Builder, Contractor or his representative will also provide preliminary landscape plans indicating plan materials.

ARTICLE IX SUBDIVISION GUIDELINES (Cont'd)

Section 4. Design Criteria-Structure(s): The following criteria are established as requirements by the Association for all structures, walls and fences. The Association reserves the right to modify the requirements in appropriate circumstances at its discretion.

(a) Building Size

1. No residence shall be constructed with a conditioned living area of less than 1,500 square feet.
2. Height limitation shall be 35 feet above mean existing grade of the lots.

(b) Exterior Materials. The following materials are acceptable:

1. Brick in natural earth tones, antique.
2. Vertical or horizontal wood siding, stained or bleached.
3. Stone, natural or approved manufactured stone, approved, in writing, by the Board of Directors of the Association.
4. Stucco, natural earth tones.
5. Anodized or painted finish are required on all metal finishes except windows. Such painted finishes shall be completed in natural or earth tones, including, but not limited to, gutters, down spouts, under eave areas, fascias and soffits and chimney caps. All finishes shall be in a color coordinated with the main structure.
6. Exposed roofing shall be clay tile, cement tile, asphalt shingles, hand split cedar shades, slate or other materials as may be approved.
7. No exposed concrete block finishes will be permitted.

(c) All residences must provide a minimum enclosed space to accommodate two normal sized automobiles. The garage must be part of the roof-line of the house. No carports will be allowed. Electric automatic garage doors are recommended.

(d) Each lot shall have receptacles for garbage in a visually screened area not visible from the road. Trash collection areas service years, and similar areas shall not be allowed in front yard areas.

(e) No exposed window air-conditioners shall be allowed. All compressors must be screened, and located in side or rear yard areas.

(f) Underground wiring will be the responsibility of the owner and shall be mandatory. All tanks will be underground (where practical), or screened from view.

(g) Residences shall be prewired for cable television or master antennas.

(h) All swimming pools must be approved by the Association prior to construction. In cases where the back yard is not completely fenced in, or the pool enclosed, the pool then must be enclosed with a fence not less than four (4) feet in height. The entrance gate to the pool is to be constructed with a self-closing latch placed at least 40 inches above the ground. The minimum setback for unenclosed pools shall be 10 feet from all property lines. No pools shall be located in front yards unless specifically approved by the Association. Pools must comply with County ordinances.

ARTICLE IX SUBDIVISION GUIDELINES Section 4 (Cont'd)

- (i) All entrance gates to screening enclosures must be constructed with a self-closing latch placed 40 inches above the ground. All screened enclosures shall meet existing setback requirements.
- (j) Dust abatement and erosion control measures shall be provided in all stages of construction to reasonably protect adjoining property.
- (k) All changes in plans during construction regarding exterior elements or materials or site plan modifications shall be approved by the Association.
- (l) Roof line profiles shall be gabled ended, hip roofs, shed roofs, or flat built-up roofs. "A -Frame" structures shall not be allowed. Particular attention shall be given to color coordination between roofing materials, fascias, sidings, doors and other enclosures for compatibility with adjoining homes and/or for the distinction of their design statement.
- (m) Screen walls and fences in combination with appropriate landscape material shall be reviewed for durability and compatibility with structures and effectiveness in providing reasonable visual control. Chain link and other wire materials shall be prohibited in all front yard areas and on the rear portion of any lakefront properties. All fences must be approved, in writing, by the Architectural Review Board.
- (n) Screened porches and screened enclosures at main structures shall not be constructed without review and approval of the Association.
- (o) Exposed metal chimneys or flues shall be permitted, but all such structures must be approved by the Association.
- (p) Construction and location of all mail boxes must be approved by the Association.
- (q) All exposed sheet metal, including gutters, down spouts, flashing and stacks shall be painted in a color coordinated with the main structure.
- (r) All undereave areas shall be enclosed or finished with acceptable materials.
- (s) All decisions concerning whether a structure meets the structural or aesthetic requirements of these Declarations of Covenants, Conditions and Restrictions may be delegated to an Architectural Review Board which will be chaired by at least one elected Director of the Board of Directors of the Woodbound Lakes Homeowner's Association

Section 5. Design Criteria - Landscaping: Landscaping should enhance the privacy and beauty of the home. It is also hoped that the natural ground cover of the land can weave throughout the residential development without its impedance by lots totally planted in grass without recognition of the natural elements of the land. The criteria of low maintenance should be respected wherever possible without downgrading the design in any way.

ARTICLE IX, SUBDIVISION GUIDELINES Section 5 (Cont'd)

(a) All owners of developed lots in the subdivision are expected to exercise generally-accepted garden management practices, which result in complimenting the overall appearance and desirability of all property within the subdivision. These practices include, but are not limited to: regular lawn mowing, as well as trimming and edging on a regular schedule during April through December, pruning as necessary, regular quarterly fertilization and vigorous control of weeds and insects. Such care shall apply to one's entire lawn, front, sides and rear.

A special Advisory Committee, appointed by the President of the Board of Directors, comprised of at least three subdivision home-owners shall routinely inspect all properties within the subdivision. Such committee shall report its findings, in writing, to the Board of Directors. If the Board elects to support any finding of the committee with regard to unacceptable conditions of any property with regard to the maintenance and upkeep required herein, the Board shall take necessary corrective measures. Upon first notation of an unacceptable condition, the Board shall provide written notice of that condition to the homeowner along with instruction to take such corrective measures as may be necessary. The notice shall indicate that a failure to take corrective action within seven days from notice shall result in the imposition of a fine in an amount not to exceed Fifty Dollars (\$50.). The notice shall also indicate that for every week in which the condition continues uncorrected it shall constitute a separate violation for which an additional fine shall be imposed. The Homeowners Association specifically reserves the right to take any action which is lawful, to see that continuing violations are corrected, including, but not limited to, contracting for landscape maintenance service to take necessary corrective action. The cost of any corrective action along with any fines imposed and unpaid at the end of the calendar year shall constitute a special assessment against the owner of the property in question and shall in every respect constitute a lien on the property, as would any assessment or special assessment.

(b) All front yards are required to be sodded in full with St. Augustine type grass. St. Augustine sodded areas in the front yard of each house shall be extended to the edge of any road pavement or shoulder, as the case may be, except for planting beds. This requirement shall be waived where it would be in conflict with the homeowner's implementation of Florida-friendly landscaping in accordance with Florida Statue 720.3075(4), or would be in. Corner lots and Lakefront Lots, shall be deemed as having two front yards for the purpose of this Covenant.

(c) No fence or wall or swimming pool enclosures shall be constructed without the permission of the Board of Directors of the Association.

(d) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements for which public authority or utility company is responsible or those easements within the property line or utility easement will be maintained by the homeowner. Those areas designated as common areas shall be maintained by the Association.

ARTICLE IX, SUBDIVISION GUIDELINES Section 5 (Cont'd)

- (e) An underground irrigation system for watering the sodded and landscaped areas and at least the front yard shall be required. Such irrigation system shall be completed and operable within thirty (30) days following receipt of a certificate of occupancy by the County of Volusia, Florida. This requirement shall be waived where it would be in conflict with the homeowner's implementation of Florida-friendly landscaping in accordance with Florida Statute 720.3075(4), or would be in conflict with any provision of part II of chapter 373 or a water shortage order, other order, Consumptive use permit or rule adopted or issued pursuant to part II of chapter 737, The need for such irrigation. For purposes of this Covenant, all Corner lots and Lakefront lots shall be considered as having two front yards.
- (f) Any tree, which in the opinion of the lot owner constitutes a potential hazard to themselves or adjoining properties, may be removed without consent of the Association. Care should be exercised however to comply with Volusia County Tree Ordinances.
- (g) Driveways and sidewalks may be concrete, brick pavers, or stamped concrete of minimum area to preserve the site.
- (h) Color schemes shall be in the earth and natural tones. Pastel pinks, oranges, blues, and other such paint/brick/stucco colors are to be discouraged.
- (i) Site plans of residences including the location of existing foliage over 6" in diameter by size and species, preliminary landscape plans indicating new plant material and species shall be submitted to the Association for compatibility with adjacent sites and sufficiency of new plant material with regard to quality, quantity and placement. All foliage over 6" in diameter which is to be removed from the site shall be so designated on the preliminary site and landscape plan.
- (j) Firewood storage, trash containers, air-conditioning equipment, maintenance sheds, swimming pool filtering equipment, water softeners and well housings, shall be screened, fenced or enclosed and prohibited from front yard areas.
- (k) Abandoned or vacated residences. If any residence in the Subdivision should be vacated or abandoned, for any reason whatsoever, it shall be the responsibility of the current owner(s) to provide for any and all proper and adequate maintenance of all sodded and landscaped areas, including, but not limited to, watering, fertilizing, weed control, insect control and other care, normally related to grounds maintenance. If, in the opinion of the Association, such care is not adequate, the Association may, at its own discretion, seek enforcement through legal channels.

Section 6. Administrative Procedures: All requests for approval of building and site plans shall be in writing and signed by the owner or owner-purchaser. All requests for modification or change after initial approval has been granted shall likewise be in writing. Approval or disapproval of all requests by the Association will be in writing and verbal approval or disapproval is deemed to be inadequate and unacceptable.

ARTICLE IX, SUBDIVISION GUIDELINES Section 6 (Cont'd)

Licensed contractors building in Woodbound Lakes Subdivision are presumed to be familiar with these standards and the restrictive covenants and copies of the document will be furnished the buyer upon closing of the lot sale. All buyers are required to adhere to these standards as a condition of purchase of a residential lot in Woodbound Lakes Subdivision. Further, builders and buyers are encouraged to enthusiastically support these design standards in order to ensure the integrity of the development.

ARTICLE X. GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, easements, reservations, liens and charges now hereafter imposed by the provisions of this declaration. Failure by declarant, the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter or a release of the obligation of any owner to abide by the then existing restrictions, conditions, covenants, easements, reservations, liens or other charges. The prevailing party in any action to enforce any and all rights, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, shall be entitled to recover their reasonable costs and attorney's fees.

(a) Several Sections contained in the Covenants, Conditions and Restrictions of Woodbound Lakes Subdivision, require Written Approval of the Architectural Review Board, before proceeding with the installation or improvement.

If any Association Member should proceed with any changes, alterations or additions which require approval, without first obtaining such approval, the Board of Directors may, in lieu of an action at law, impose a penalty assessment, to be added to the annual lot assessment. Such additional assessment shall constitute an on-going lien on the subject property until paid in full. Such additional assessment shall not exceed one-hundred dollars (\$100.).

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

Section 3. The membership of the Woodbound Lakes Homeowners Association shall have the exclusive right to change or amend the Covenants, Conditions and Restrictions, by duly recording an instrument in the Public Records of Volusia County, Florida. Such amendment must be approved in writing by not less than a majority of the lot owner-members.

ARTICLE X, GENERAL PROVISIONS (Cont'd)

Section 4. Subordination: No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration: The covenants and restrictions of the declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty-five (25) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of Five (5) years unless otherwise agreed to in writing by the then owners of at least a majority of the subdivision lots.

Section 6. Conflict with Other laws, Any Federal, state, municipal or other governmental statute, law, ordinance, or regulation which provides for preemption or has been found by any state or federal court to provide for such preemption of any lesser law, including any covenant, condition or restriction contained within the Declaration of Covenants, Conditions and Restrictions shall take precedence over that covenant, condition or regulation.