



**AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
MACKINLEY'S MILL SUBDIVISION**

Additions in **bold underline**;  
Deletions indicated by strikethrough  
Unaffected, omitted language indicated by ellipsis (...)

Substantial rewording of Declaration of Covenants, Conditions and Restrictions for Mackinley's Mill Subdivision. See governing documents for current text.

**1. Article I of the Declaration of Covenants, Conditions and Restrictions for Mackinley's Mill Subdivision is hereby amended as follows:**

Article I, Section 2 is hereby deleted in its entirety, and the following is substituted in its place:  
[Intentionally Deleted].

Article I, Section 6 is hereby deleted in its entirety, and the following is substituted in its place:

"Property" shall mean and refer to that certain real property located in Seminole County, Florida, as shown and/or depicted on the Plat of MacKinley's Mill recorded in Plat Book 40, Page 86, Public Records of Seminole County, Florida, together with that certain real property located in Seminole County, Florida, as shown and/or depicted on the Plat of MacKinley's Mill Phase II recorded in Official Records Book 41, Page 78, Public Records of Seminole County, Florida.

**2. Article II of the Declaration of Covenants, Conditions and Restrictions for Mackinley's Mill Subdivision is hereby amended as follows:**

Article II, Section 3 is hereby deleted in its entirety and the following is substituted in its place:  
[Intentionally Deleted].

Article II, Section 4 is hereby deleted in its entirety.

Article II, Section 5 is hereby renumbered as Article II, Section 3, the content is deleted in its entirety and the following is substituted in its place: An Owner may delegate that Owner's use and/or right of enjoyment to the Common Area to that Owner's tenants; provided, however, if such delegation is made, that Owner shall no longer have a right to use and/or enjoy the Common Area until such delegation has been revoked and/or withdrawn. This is to avoid the overuse and/or strain on the Common Area. Notwithstanding anything to the contrary, each Owner shall be responsible at all times for the behavior, actions, conduct, use, and/or negligence of that Owner's tenants, family members, guests, occupants, agents, visitors, and/or invitees located in, on, and/or

within any portion of the Property, including without limitation, the Common Area. In addition, an Owner's delegation of use and/or enjoyment of the Common Area to that Owner's tenants shall in no way be construed as to delegate to the tenants any rights, duties, and/or obligations of that Owner as a member of the Association.

**3. Article III of the Declaration of Covenants, Conditions and Restrictions for Mackinley's Mill Subdivision is hereby amended as follows:**

Article III, Section 1 is hereby deleted in its entirety and the following is substituted in its place:

Each Owner, by acceptance of title to a Lot, whether expressly stated or not, shall be a member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, the ownership of a Lot. The transfer of the fee simple title to a Lot, whether voluntary or by operation of law, terminating that Owner's title to that Lot, shall serve to terminate the rights to use and/or enjoy the Common Area and shall terminate such Owner's membership in the Association with respect to such Lot. The transferor of any Lot shall remain jointly and severally liable with the transferee for all obligations pursuant to this Declaration with respect to such Lot that accrue prior to the date of such transfer, including without limitation, payment of all Assessments accruing with respect to such Lot prior to the date of transfer. Each member of the Association is entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner", all such persons shall be members of the Association, however, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Lot, designate one (1) or more natural persons who are to be the occupants of the Lot and register such persons with the Association in writing. All terms, conditions, provisions, requirements, obligations, and/or duties set forth in this Declaration and any other Association governing documents shall apply to both such Owner and the designated occupants registered with the Association.

Article III, Section 2 is hereby deleted in its entirety.

**4. Article IV of the Declaration of Covenants, Conditions and Restrictions for Mackinley's Mill Subdivision is hereby amended as follows:**

Article IV, Section 1 is hereby deleted in its entirety and the following is substituted in its place:

Each Owner shall have a perpetual, non-exclusive easement for the use and enjoyment of the Common Area in common with all other Owners and such other persons and/or entities entitled to use the Common Area; provided, however, such easement shall be subject at all times to the terms, conditions, and/or provisions of this Declaration. The easement set forth in this Section 1 shall be appurtenant to and shall pass with the title to each Lot. The Association, through the Board of Directors, may enter into easement agreements and/or other use or possession agreements whereby the Owners, the Association, and/or others may obtain the use, possession of, and/or other rights regarding portions of the Common Area, on an exclusive or non-exclusive basis, for certain specified purposes. In the event a portion of the Common Area has been approved by the Board



of Directors for the exclusive use of a person or entity, the Association, through the Board of Directors, may charge a reasonable fee for such exclusive use. No portion of the Common Area may be obstructed, encumbered, and/or used by any Owner for any purpose other than as permitted by the Association. The Association's Board of Directors shall have the right to adopt, modify, and/or impose reasonable rules and regulations governing the use of the Common Area. The Common Area shall be used in accordance with the Association's governing documents, including without limitation, any rules and regulations that have been adopted. Without limiting any other provision in this Declaration, each Owner, for the Owner, as well as that Owner's family members, visitors, tenants, guests, agents, and/or invitees, accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with, associated with, and/or in any way arising from the use and/or occupancy of any portion of the Common Area. By acceptance of a deed to a Lot, each Owner acknowledges that the Common Area may contain wildlife, such as, but not limited to, alligators, coyotes, raccoons, snakes, insects, deer, and foxes. The Association shall have no responsibility of any kind for monitoring such wildlife and/or notifying Owners and/or any other persons of the presence of such wildlife. Each Owner and that Owner's tenants, guests, visitors, and/or invitees are solely responsible for their own safety. Notwithstanding anything to the contrary, an Owner's easement of enjoyment to the Common Area shall also be subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, and/or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument is signed by those voting Owners representing no fewer than two-thirds (2/3) of the total number of Lots within the Property and recorded in the Public Records of Seminole County, Florida.

Each Owner's easement for use and enjoyment of the Common Area shall be subject at all times to: (a) the right of the Association, through the Board of Directors, to suspend the voting rights and/or right to use any or all portions of the Common Area, facilities, and/or improvements for any period of time during which an Owner has been delinquent in the payment of any monetary obligation owed to the Association for more than ninety (90) consecutive days. Such suspension of the right use any or all portions of the Common Area, facilities, and/or improvements shall apply to the applicable Owner and/or that Owner's family members, guests, visitors, tenants, occupants, agents, and/or invitees; (b) the right of the Association, through the Board of Directors, to suspend the right to use any or all portions of the Common Area, facilities, and/or improvements for up to one hundred twenty (120) days for any infraction and/or violation of the Association's governing documents, this Declaration, and/or the Association's adopted rules and regulations. Such suspension of the right use any or all portions of the Common Area, facilities, and/or improvements shall apply to the applicable Owner and/or that Owner's family members, guests, visitors, tenants, occupants, agents, and/or invitees; (c) the right of the Association, through its Board of Directors, to adopt at any time and from time to time, and enforce reasonable rules and regulations governing the use and/or enjoyment of the Common Area and all facilities, amenities, and/or improvements of any kind located therein and/or thereon; and/or (d) all of the easements, terms, provisions, restrictions, conditions, and agreements as set forth on any plat of the Property.

The easements provided in this Section 1 shall be appurtenant to and shall pass with the title to each Lot.



accordance with these this Declarations. Such assessments shall be assessed equally against all Lots. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Area or abandonment of his that Owner's right to use the Common Area.

Article IV, Section 5 is hereby amended to read as follows: ~~The Declarant does hereby give and grant unto the Homeowner's The Association hereby reserves a perpetual easement for the development, installation, maintenance and care of all landscaping upon and within the landscaped buffer easement areas as shown on the plats of the Property as from time to time recorded in the Public Records of Seminole County, Florida, by the Declarant, together with full right and authority of the Homeowner's Association The Association and the Association's agents, employees, and/or designees shall have the right and authority to enter upon such landscape buffer easement areas for the installation, maintenance, removal, replacement, care and treatment of all landscaping thereon as it may deem necessary and proper.~~

All landscaping, trees, grass, plants, and plant material for the development of such landscape buffer easement areas shall be installed, developed, replaced and maintained in accordance with the requirements and standards of the City of Oviedo, Florida.

The responsibility for the landscaping, maintenance and replacement of such landscaped buffer easement areas shall be the obligation of the Homeowner's Association.

Article IV, Section 6 is hereby amended to read as follows: There is hereby created a blanket easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, drainage, television, cable, broadband, internet or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Declarant or the providing utility or service company to install and maintain facilities and equipment on said Property property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits, on, in and under the roots and exterior walls of all buildings, providing such company restores disturbed areas to the condition in which they were found. This easement shall in no way affect any other recorded easements on said premises. Public and private utilities may be installed under ground in the Common Area when necessary for the service of the Property, and the use of all sewage utility easements shall be in accordance with the applicable requirements of any governmental authorities, ~~provisions of the Declarant's agreement~~ therefore:

Article IV, Section 21 is hereby deleted in its entirety, and the following is substituted in its place: Section 21. Maintenance by Owners. All Lots and homes, including without limitation, all lawns, landscaping, irrigation systems, driveways, walkways, and any property, structures, improvements, and appurtenances comprising a Lot or home, shall be well-maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of the Property by the Owner of the applicable Lot. Each Owner is specifically responsible for maintaining all grass, lawns, landscaping, trees, improvements, structures, and/or paved surfaces



within any portion of a Lot. Insect control and disease shall be performed on an as-needed basis by each Owner. Failure and/or refusal to do so could result in additional liability if the disease and/or insects spread to neighboring Lots and/or Common Area. Any dead grass on a Lot shall be removed and replaced by the Owner of that Lot within thirty (30) days of dying. In the event that thirty (30) days occurs during the months of December, January, or February, the Owner shall replace any dead grass no later than March 31. Every Owner shall be required to irrigate the grass and/or landscaping located on that Owner's Lot in a routine and ordinary manner, as permitted by the St. Johns River Water Management District and/or local governmental regulations. Dirt, trash, plant cuttings, tree cuttings, and/or lawn debris shall be removed by the applicable Owner and all areas left in a clean condition within twenty-four (24) hours. No weeds, underbrush, and/or other unsightly growth shall be permitted to be grown and/or allowed to remain upon any Lot. No refuse, trash, debris, and/or unsightly object shall be allowed to be placed and/or allowed to remain on any Lot. In the event an Owner of any Lot within the Property shall fail and/or refuse to maintain any portion of that Owner's Lot and/or any portion of grass, lawn, landscaping, improvements, structures, and/or paved surfaces within any portion of that Owner's Lot, the Association shall have an easement over that Lot to perform the necessary maintenance, repair, and/or replacement and charge the costs thereof to the non-complying Owner as an Individual Assessment. The Association shall also have the right to enforce this Section 21 by all necessary legal action. The Association shall also be entitled to recover any and all costs incurred by the Association, including without limitation, the Association's attorneys' fees and costs, incurred while attempting to enforce this Section 21 from the non-complying Owner as an Individual Assessment, whether any legal action is filed by the Association or not. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 21, it shall be entitled to recover all of its attorneys' fees, costs, and/or paraprofessional fees, at trial and/or upon all levels of appeal.

Article IV, Section 22(a) is hereby deleted in its entirety, and the following is substituted in its place:

The Association's Board of Directors shall impose any such fine at a duly noticed meeting of the Association's Board of Directors. Upon adoption and/or imposition of a fine, the Association shall provide the applicable Owner and/or that Owner's tenants, family, guests, invitees, and/or employees with written notice of the fine and notice of a meeting of the Association's Fining Committee at least fourteen (14) days prior to the date of that meeting of the Association's Fining Committee. Members of the Fining Committee shall be appointed by the Association's Board of Directors and shall serve at the pleasure of the Association's Board of Directors. The Fining Committee must consist of at least three (3) members of the Association who are neither officers, directors, and/or employees of the Association, nor the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association.

Article IV, Section 22(b) is hereby deleted in its entirety, and the following is substituted in its place:

At the meeting of the Fining Committee where a fine will be considered, the applicable Owner and/or that Owner's tenants, family, guests, invitees, and/or employees, if in attendance at that meeting, shall have an opportunity to present reasons why the fine should not be imposed. The



role of the Fining Committee is limited to only determining whether to confirm or reject the proposed fine that had been levied and/or adopted by the Association's Board of Directors. The Association shall provide written notice of the Fining Committee's decision to the applicable Owner and/or that Owner's tenants, family, guests, invitees, and/or employees.

Article IV, Section 23 is hereby deleted in its entirety, and the following is substituted in its place:  
[Intentionally Deleted].

Article IV, Section 24 is hereby deleted in its entirety and the following is substituted in its place:  
Tennis courts may or are located on a Portion of the Property above underground pipes used by the City of Oviedo, Florida for drainage purposes. In the event that any repairs or replacement of the pipes is necessary, the City of Oviedo shall not be responsible for any damage to the tennis courts and the repair and/or replacement of such tennis courts shall be the sole responsibility of the Association. Notwithstanding anything to the contrary in this Declaration, the Association shall not have any obligation and/or responsibility for the maintenance, repair, and/or replacement of any such underground pipes use by the City of Oviedo.

**5. Article V of the Declaration of Covenants, Conditions and Restrictions for Mackinley's Mill Subdivision is hereby deleted in its entirety and the following is substituted in its place:**

No building, fence, wall, swimming pool, landscaping, improvement, and/or structure of any kind in any way in and/or on the Property until the plans, details, and specifications showing the nature, kind, shape, height, color, materials, and/or location have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and/or topography of the Property, any architectural standards and/or guidelines that have been adopted by the Association from time to time, and/or the community standards of the Property. To carry out the review of the required plans, details, information, and/or specifications, there is hereby created an Architectural Control Committee (the "ACC") which shall consist of three (3) or more members of the Association that are appointed by the Association's Board of Directors. Any Director may also serve on the ACC. Each member of the ACC shall also be a member of the Association. Each member of the ACC shall serve at the pleasure of the Association's Board of Directors. The Association may have additional requirements for service on the ACC as set forth in the Association's governing documents and/or as adopted from time to time. The ACC shall have the right of specific approval and/or veto of all architectural, engineering, platting, planning, landscaping, exterior alteration, and/or exterior modification of structures, buildings, all improvements, as well as the general plan for development of all the plans, details, information, ACC shall have thirty (30) days after the complete submission of all the plans, details, information, application, specifications, and/or information that may be and/or has been requested by the ACC. In the event that the ACC fails to act in that thirty (30) day time period, the requested plans, details, information, application, specifications, and/or specifications shall automatically be presumed to be disapproved, which shall require the applicable Owner to resubmit that Owner's plans, details, information, application, specifications, and/or information that has been requested by the ACC. The Association's Board of Directors and/or the ACC may from time to time adopt, amend, and/or



modify architectural guidelines and/or standards applicable to the Property. The Association shall publish and make available any such architectural guidelines and/or standards applicable to the Property. The ACC shall have the right to approve any plans, specifications, designs, and/or applications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons; provided, however, such approval is not unreasonably withheld. The ACC shall have the right, but not the obligation, to grant waivers for minor deviations and/or intrusions of the provisions of this Article V. The granting of any waiver for any portion of the Property may be given or withheld in the ACC's sole discretion and a prior grant of a similar waiver shall not impose upon the ACC the duty to grant new and/or additional requests for such waivers. The Association, the Board of Directors, ACC, and/or any officer, Director, committee member, and/or employee of the Association and/or ACC shall not be liable in any way for damages to any persons submitting plans, details, descriptions, information, applications, and/or specifications for approval by reason of mistake in judgment, negligence, and/or nonfeasance arising out of and/or in connection with the approval, disapproval, and/or failure to approve any such plans, details, descriptions, information, applications, and/or specifications. Each person who submits any plans, details, descriptions, information, applications, and/or specifications for approval to the Association and/or ACC hereby knowingly and voluntarily agrees, that by the act of submitting such plans, details, descriptions, information, applications, and/or specifications, that the person shall not bring any action and/or suit against the Association and/or ACC to recover any such damages. The Association and/or ACC hereby expressly do not represent and/or warrant to any person, including without limitation the submitting Owner, as to the soundness, stability, quality, safety, health, and/or accuracy of any construction plans, engineering plans, installation plans, landscaping plans, construction, engineering, and/or design set forth, described, contained on and/or performed in accordance with any plans, details, descriptions, information, applications, and/or specifications submitted to the Association and/or ACC.

**6. Article VI of the Declaration of Covenants, Conditions and Restrictions for Mackinley's Mill Subdivision is hereby amended as follows:**

Article VI, Section 2 is deleted in its entirety, and the following is substituted in its place:

No building, improvement, and/or structure of any type shall be erected, constructed, installed, altered, placed, and/or permitted to remain on any Lot other than one (1) single-family dwelling and permitted and approved outbuildings and structures consistent with the applicable zoning requirements of the City of Oviedo, Florida. Use of Lots shall be limited to residential purposes only. There shall not be any commercial and/or business activity conducted within the Property, including without limitation in, on, and/or within any Lot. Notwithstanding anything to the contrary, and subject to applicable statutes, ordinances, and/or zoning restrictions, home business offices may be maintained in and/or on a Lot; provided, however, that (a) there are no non-resident employees working in and/or on any portion of the Lot; (b) there is no signage located in and/or on any portion of a Lot; (c) customers and/or clients are not entering in and/or on the applicable Lot; (d) there is not any excessive deliveries being made to the applicable Lot; (e) the home-based occupation does not generate additional visitors, traffic, and/or noise within any portion of the Property; (f) the home-based occupation does not cause a nuisance and/or annoyance to other Lots and/or Owners within the Property; and (g) such use meets all code and/or zoning requirements. No Owner and no family, tenants, guests, and/or invitees of any Owner may actively engage in



any solicitation for commercial purposes within the Property. No solicitors or a commercial nature shall be allowed and/or permitted within the Property without first obtaining the written approval of the Association's Board of Directors.

Article VI, Sections 4, 5, and 6 are hereby deleted in their entireties, and the following is substituted in their places: [Intentionally Deleted].

Article VI, Section 7 is deleted in its entirety, and the following is substituted in its place:

Section 7. Outbuildings and Structures. No tent, shack, trailer, house trailer, boat trailer, recreational vehicle, shed, basement, garage, outbuilding, and/or structure of any kind shall at any time be used in and/or on any Lot as a residence, either temporarily and/or permanently. No shed, structure, improvement, building, garage, and/or storage facility of any kind shall be installed, placed, constructed, and/or located in and/or on any Lot without first obtaining the written approval of the Association and/or ACC.

Article VI, Section 8 is hereby amended to create a new subsection (d) to read as follows:

(d) Trash collection and disposal procedures established by the Association, through the Board of Directors, shall be followed. No outside burning of trash, waste, and/or garbage is permitted on any portion of the Property. No garbage cans, supplies, recycling bins or containers, and/or any other similar items shall be maintained on any Lot so as not to be visible from the street. Each Owner shall be responsible for properly depositing that Owner's garbage, recycling, and/or trash in the appropriate containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash, garbage, and/or recycling receptacles and/or containers shall be maintained in a sanitary condition. Garbage, recycling, and/or trash containers shall not be placed for pick-up earlier than 6:00 P.M. on the day preceding the applicable pick-up, and such containers shall be removed and stored so as not to be visible from the street no later than 6:00 P.M. on the day of the applicable pick-up.

Article VI, Section 9 is hereby deleted in its entirety, and the following is substituted in its place:

No fence, hedge, and/or wall of any type or kind shall be constructed, installed, and/or maintained upon any Lot without the prior written consent and approval of the ACC. No chain link fence shall be constructed, installed, and/or placed in and/or on any Lot within the Property.

Article VI, Section 11 is hereby deleted in its entirety, and the following is substituted in its place:

No clothes, sheets, blankets, and/or any articles shall be hung out to dry in any manner visible from the street. Each Lot shall be permitted to have one (1) clothesline; provided, however, that such clothesline is sufficiently screened from view, and the location and proposed screening have been submitted to and approved by the Association and/or ACC in advance of the installation of any such clothesline.



Article VI, Section 12 is hereby deleted in its entirety, and the following is substituted in its place:

Vehicles shall be parked in the garage or driveway of the applicable Lot. No vehicles of any kind shall be parked on any portion of the Property and/or a Lot except on the surfaced parking area thereof. Vehicles shall not be park on any paved or concrete surfaces that are part of the Common Area unless such paved or concrete areas have been specifically designated as parking areas by the Association. No vehicles used in business for the purpose of transporting goods and/or equipment shall be parked on any portion of the Property except during the period of delivery of the goods and/or during the provision of such services. The roadways within the Property are public streets and are not maintained and/or repaired by the Association. The City of Oviedo and/or Seminole County may have ordinances, zoning requirements, and/or restrictions with respect to parking, operation, storage, and/or placement of vehicles. No vehicle of any kind which cannot operate on its own power shall remain on any portion of the Property for more than twelve (12) consecutive hours, except in a garage of a dwelling. No repair and/or maintenance of any vehicle, except emergency repairs, shall be made in and/or on any portion of the Property, except in a garage of a dwelling. No vehicles shall be stored, parked, and/or placed on blocks. No tarpaulin covers on any vehicles shall be permitted in and/or on any portion of the Property visible to the public. No commercial vehicle of any type, recreational vehicle, all-terrain vehicle (ATV), boat (or watercraft and/or vessel of any type), semi-tractor, semi-truck, trailer of any type, including without limitation, boat trailers, house trailers, and mobile homes, shall be kept, parked, and/or stored in and/or on any portion of the Property except in a garage of a dwelling. The term "commercial vehicle" shall not include law enforcement vehicles, sport utility vehicles (for example, Broncos, Blazers, Explorers, Navigators) or clean "non-working" vehicles such as pickup trucks, vans, or cars if they are used by the applicable Owner on a daily basis for normal transportation; provided, however, vehicles of any type with ladders, racks, hooks, and/or such other equipment attached to such vehicles shall be deemed to be "commercial vehicles" that are prohibited by this Section 12. No vehicles of any kind with missing and/or expired tags, registrations, and/or license plates shall remain in and/or on any portion of the Property, except in the garage of a dwelling. No vehicles of any kind that display and/or contain commercial and/or advertising of any kind shall be parked in and/or on any portion of the Property. No vehicles of any kind shall display anything to the contrary in this Declaration, an Owner shall be permitted to temporarily park a boat (or other watercraft) on a travel trailer and/or temporarily park a recreational vehicle on the driveway of a Lot and/or within public view for the sole purpose of loading, unloading, and/or cleaning; provided, however, no such parking of a boat (or other watercraft) on a travel trailer and/or parking of a recreational vehicle on the driveway of a Lot and/or within public view shall not exceed twenty-four (24) consecutive hours, unless the applicable Owner has received written permission for such extended parking from the Association's Board of Directors. Subject to applicable laws and ordinances, any vehicle parked in violation of this Section 12 and/or any rules and regulations adopted by the Association shall be subject to towing and/or removal from the Property. The Association shall have the authority and irrevocable right to tow and/or remove any vehicle parked in violation of this Declaration and/or the Association's rules and regulations.



Article VI, Section 16 is hereby deleted in its entirety, and the following is substituted in its place:

No sign of any size, character and/or type shall be displayed, installed, and/or placed in and/or on any Lot; provided, however, the following signs shall be permitted: (a) one (1) "for rent" or "for sale" sign which may only refer to the Lot on which it is displayed and shall not exceed six (6) square feet in size and shall not extend more than four feet (4') above the graded surface; (b) one (1) official United States flag, not larger than 4 1/2 feet by 6 feet and/or display one (1) of the following: official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. No Owner may display more than two (2) of the approved flags at any given time; and (c) a sign of reasonable size provided by a contractor for security services within ten feet (10') of any entrance to the home located on that Lot.

Article VI, Section 21 is hereby deleted in its entirety, and the following is substituted in its place:

No existing tree of any type which is greater than four inches (4") in diameter as measured three feet (3') above the graded surface shall be removed from any lot for any reason without the prior written approval of the ACC. Any tree removed from a Lot must be replaced on that Lot by a canopy tree of at least four inches (4") in diameter as measured three feet (3') above the graded surface, and such replacement is subject to the ACC approval requirements set forth in this Declaration. In addition to the requirements set forth in this Declaration, any tree removal from any Lot shall be subject to any approvals, permitting, and/or requirements of the City of Oviedo.

Article VI, Section 23 is hereby deleted in its entirety, and the following is substituted in its place:

No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, and/or similar equipment shall be placed, installed, and/or erected in and/or on any portion of the Property without first obtaining the written approval of the ACC as required by this Declaration. Each Owner hereby agrees that the location of such items must first be approved by the ACC. No Owner shall operate any equipment and/or device of any type which will interfere with the radio, television, and/or broadband reception of others. All antennas of any kind not permitted for residential use by the Federal Communications Commission rules are strictly prohibited. Installation, maintenance, and/or use of all antennas of any kind shall comply with any architectural guidelines and/or standards adopted by the Association and/or ACC from time to time.

Article VI, Section 24 in hereby amended to read as follows: The floor size of the main residential structure constructed and/or placed on any Lot, exclusive of one-story open porches, breezeways and garages, shall not be less than one-thousand eight hundred (1,800) two thousand (2,000) square feet of air conditioned and heated space. Each residential home or dwelling shall have an enclosed garage for a minimum of two (2) cars vehicles. No carports of any kind shall be permitted in and/or on any Lot.

Article VI, Section 27 is hereby deleted in its entirety, and the following is substituted in its place:

Except as permitted by Florida law, no artificial grass, artificial sod, artificial plants, and/or artificial vegetation of any type, rocks, and/or other landscape devices shall be placed, installed,



located, and/or maintained in and/or on any Lot unless the advance written permission of the ACC has been obtained. Any landscaping, vegetation, and/or plan that purports to be "Florida Friendly Landscaping" must be submitted to and approved in advance by the ACC.

Article VI, Section 28 is hereby deleted in its entirety and the following is substituted in its place:

Section 28. Swimming Pools. All in-ground pools, hot tubs, spas, and/or appurtenances of any of them shall require the prior written approval of the ACC as set forth in this Declaration. Any and all screened enclosures shall require the prior written approval of the ACC as set forth in this Declaration. Under no circumstances shall chlorinated water be discharged onto the Lot of any other Owner, the community streets, and/or into any retention, drainage, and/or detention areas within the Property. No above-ground swimming pools shall be permitted in and/or on any Lot.

Article VI, Section 29 is created to read as follows:

Section 29. Leasing. The leasing of any Lot and/or dwelling located within any portion of the Properties shall be subject to this Section 29 and all subsections.

(a) Leasing of Lots. The lease of a Lot (for purposes of this Section 29 and all subsections, the term "Lot" shall specifically include any dwelling and/or residence located, built, and/or constructed on that Lot) is defined as occupancy of the Lot by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-Owner involves consideration of any kind (the payment of money, the exchange of goods or services, or any other exchange of value). The terms "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration. The terms "Tenant" and "Lessee" shall likewise be used interchangeably. All leases must be in writing. Should an Owner wish to lease that Owner's Lot, the Owner shall furnish the Association with a copy of the proposed lease, the name of the proposed Lessee, the names of all proposed residents, the names of all proposed occupants, and such other information as the Association may reasonably require. Any person occupying the Lot after the initial approval by the Association's Board of Directors shall be subject to a separate application and approval process. The Association shall have twenty (20) days from the receipt of notice, all required fees and/or charges within which to approve or disapprove of the proposed lease or proposed Tenant(s) and/or occupants. The Association shall give the Owner written notice of its decision within said time period. No individual rooms of any Lot may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are strictly prohibited. All leases shall be for a minimum period of twelve (12) consecutive months. No Lot may be leased and/or rented more than once in any calendar year. Leases may be extended or renewed, subject to Board approval. In no event shall any Owner and/or any agent of any Owner post, list, advertise, solicit, and/or in any way market that Owner's Lot for any rental, lease, and/or occupancy period less than what is permitted, allowed, and/or authorized by this Declaration, including without limitation on sites such as AirBnB, VRBO, and/or the Multiple Listing Service (MLS). Occupancy of a Lot shall not exceed the maximum permitted by applicable law, code, ordinance, and/or regulation, or in the absence of any such law, code, ordinance and/or regulation, occupancy of a Lot shall not exceed two (2) persons per bedroom, plus two (2) additional persons. No Lot may be divided or subdivided into a smaller Lot nor any portion less than the entire Lot sold or otherwise transferred. No person, other than the Owner, may reside in a Lot as a Tenant,



due assessments, charges, other monetary obligations, late fees, interest, attorneys' fees, attorneys' costs, and/or expenses of collection.

(d) **Security Deposit.** The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective Lessee or Owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the Common Area and/or Association property. Payment of interest, claims against the deposit, refunds, and disputes under this subsection shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2019), as amended and/or renumbered from time to time.

(e) **Approval Process: Disapproval.** Any Owner intending to lease and/or rent that Owner's Lot shall submit a copy of the proposed lease, a completed application, a criminal background check for each proposed Tenant, resident, and/or occupant that is eighteen (18) years of age or older (the cost and/or expense of any criminal background check shall be that exclusively of the Owner and/or proposed Tenant, resident, and/or occupant), and any other requested information and required fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term thereof. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed leases within twenty (20) days of full receipt of such information for approval and the completion of the Tenant/Resident interview (if required), by sending written notification to the Owner within such time frame. All requests for approval not acted upon within twenty (20) days shall be deemed approved. Applications for renewals or extensions of leases and/or rental agreements shall be submitted at least thirty (30) days in advance of the expiration of the then-existing lease and/or rental agreement. If the Association disapproves a proposed lease or any renewal or extension, the Owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed, and/or extended. The Association, its Board of Directors, the Association's community association manager (if applicable), the Association's community association management company (if applicable), and/or any agent of the Association shall have no liability and/or responsibility of any kind for any costs and expenses incurred by any Owner and/or Tenant as part of the approval and/or review process as set forth in Section 29 of this Declaration, including all subsections. Any and all costs associated with, related to, and/or arising from the approval and/or review process incurred by an Owner and/or the Tenant, shall remain the obligation and/or responsibility of that Owner and/or Tenant, as applicable, regardless of whether the proposed lease and/or rental agreement is approved or disapproved. The Association shall neither have a duty to provide an alternate Lessee nor shall the Association assume any responsibility of any kind for the denial of a lease and/or rental application if any denial is based upon any of the following factors:

(1) The person seeking approval (which shall hereinafter include each Tenant and all proposed Residents and/or Occupants) has been convicted of or has pleaded no contest to:

i. a felony involving violence to persons, theft, arson, and/or destruction of property within the past twenty (20) years; or

ii. a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; or



(c) **Tenant Conduct; Remedies.** All leases shall be on a uniform form of lease or lease addendum if so promulgated and/or required by the Association through the Association's Board of Directors. Uniform leases, addenda and all other leases will provide, or be automatically deemed to provide that the Tenants and all occupants have read and agreed to be bound by this Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations as the same may be amended from time to time (collectively, the "Governing Documents"). The uniform lease or addendum and all other leases shall further provide or be automatically deemed to provide that any violation of the Governing Documents shall constitute a material breach of the lease and subject the Tenant and all occupants to immediate eviction as well as any other remedy afforded by the Governing Documents and/or Florida law. If a Tenant, resident, occupant, guest, and/or invitee fails and/or refuses to abide by the Governing Documents, the Owner(s) shall be responsible for the conduct of the Tenants, residents, occupants, guests, and/or invitees, and the Owner(s) shall be subject to all remedies set forth in the Governing Documents and/or Florida law, without waiver of any remedy available to the Association as to the Tenant, resident, occupant, guest and/or invitee. The applicable Owner shall have the duty to bring that Tenant's conduct (and that of the any other residents, occupants, guests, and/or invitees) into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Owner fails and/or refuses to bring the conduct of the Tenant (and that of the any other residents, occupants, guests, and/or invitees) into compliance with the Governing Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Governing Documents (and/or the other noncompliance of other residents, occupants, guests, and/or invitees), including without limitation the right to institute an action for eviction against the Tenant and/or any other resident and/or occupant in the name of the Association in its own right, or as agent and/or attorney-in-fact of the Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions, from the Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses. Any uniform lease or lease addendum will provide, and all leases will be automatically deemed to provide that the Association shall have the authority to direct that all rental income related to the Lot be paid to the Association until all past due and current obligations of the Association have been paid in full, including but not limited to, all past

occupant, and/or family member and/or for any reason occupy the Lot on an overnight basis for more than fourteen (14) days in any calendar year unless said person's occupancy has been specifically approved in writing by the Association, through the Board of Directors.

(b) **Board Right of Approval.** The Association's Board of Directors (the "Board") shall have the authority to approve all leases and/or renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a Lot as a Tenant, family member of a Tenant, resident, occupant, and/or otherwise without the prior written approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed occupants of the Lot as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed occupants of a Lot, as a condition for approval.



- iii. a felony involving illegal drugs within the past ten (10) years; or
  - iv. any other felony in the past five (5) years; or
  - v. a felony involving sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred.
- (2) The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred.
  - (3) The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents. By way of example, but not limitation, a Tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Governing Documents and may constitute material grounds for denial.
  - (4) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, and/or by his or her conduct in and/or on any portion of the Properties as a Tenant, resident, occupant, and/or guest;
  - (5) The Owner or person seeking approval has failed to provide all of the information, fees, and/or appearances required to process the application in a timely manner;
  - (6) All assessments, fines, charges, and/or monetary obligations of any kind against the Lot and/or the Owner have not been paid in full to the Association.
  - (7) The real estate, rental agent, and/or property management company handling the proposed lease and/or rental transaction on behalf of an Owner has a record of inadequately screening prospective Tenants, failing to follow the Governing Documents with respect to leasing and/or renting Lots, failing to provide all information required by the Association for any lease and/or rental agreement in a timely fashion, and/or allowing occupancy of any Lot without first obtaining the written approval of the Association in accordance with the Governing Documents.
  - (8) The Owner and/or the proposed Tenant and/or any proposed resident and/or occupant of the Lot gives false and/or incomplete information to the Association, the Board of Directors, and/or any agent of the Association.



(9) Based on the Association's records and/or documentation available at the time of the submission for approval that more than five percent (5%) of the Lots within the Property are being rented and/or leased.

(f) **Liability.** The liability of the Owner under the Governing Documents shall continue notwithstanding the fact that the Owner may have leased or rented that Owner's interest in the Lot as provided herein.

(g) **Association Fee.** The Owner seeking approval of a lease of a Lot shall pay a transfer fee for each applicant in an amount determined by the Board, which unless otherwise specified, shall be the maximum amount permitted by law. The Association shall have the right, but not the obligation, to also charge the transfer fee for each applicant in any renewal and/or extension of an existing lease and/or rental agreement, unless expressly prohibited by law.

(h) **Additional Board Authority.** The Board may promulgate such rules, policies, and procedures as are necessary to implement and/or carry out this Section 29 of the Declaration, including without limitation, all subsections thereof. In the event that any Owner is suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed guests and/or occupants to submit a written affidavit as to absence of payment for the right to occupy the premises, and/or other proof that the leasing provisions of this Section 29 and/or any subsections thereof are not being violated.

(i) **Unauthorized Transactions.** Any lease, rental, and/or occupancy not authorized pursuant to the terms of this Declaration shall be voidable in its entirety unless subsequently approved by the Association.

(j) **Limit on Number of Rentals.** Notwithstanding anything to the contrary in this Declaration and/or the Governing Documents, in no event shall more than five percent (5%) of the total number of Lots within the Property be rented and/or leased at any given time. The purpose for this restriction on the maximum number of rented and/or leased Lots within the Property at any given time is to ensure that the Property is comprised of primarily Owner-occupied Lots, as that promotes a sense of community, unity, and mutual desire for the best interests of the Property as a whole. Notwithstanding anything to the contrary in this Declaration, this restriction shall not apply to any Lot owned, purchased, and/or acquired by the Association, which shall continue to have the absolute right to lease and/or rent any such Lot despite the cap and/or limit set forth in this subsection (j). Notwithstanding anything to the contrary in this Declaration, the Association, through its Board of Directors, shall have the authority, but is in no event required and/or obligated, to grant limited hardship exceptions to the rental cap and/or limitation set forth in this subsection (j), if the inability to lease and/or rent the Lot would result in a significant hardship to the Owner and the Owner is able to provide sufficient evidence of such significant hardship to the Board. In the event a hardship exception is granted by the Association, all other leasing and/or rental requirements shall apply as set forth in Section 29 of the Declaration and/or all subsection thereof.



(k) Exemption for Association-Owned Lot. Notwithstanding anything to the contrary in this Declaration, the Association and/or any Lot owned by the Association shall be expressly exempt from the provisions of this Section 29 of the Declaration and all subsections thereof.

7. Article VII of the Declaration of Covenants, Conditions and Restrictions for Mackinley's Mill Subdivision is hereby amended as follows:

Article VII, Section 2 is hereby deleted in its entirety.

8. The Declaration of Covenants, Conditions and Restrictions for Mackinley's Mill Subdivision is hereby amended to create a new Article VIII to read as follows:

#### ARTICLE VIII

#### ASSESSMENTS

Section 1. General. Each Owner, by acceptance of a deed and/or instrument of conveyance for the acquisition of title to a Lot in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board of Directors, all assessments, charges, and/or monetary obligations as are fixed, established, adopted, imposed, and/or collected from time to time by the Association (collectively, the "Assessments").

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining the Common Area (and any improvements, facilities, signage, and/or amenities located therein or thereon), the Landscape Buffer Areas, and the Primary Drainage System, as well as any conservation, mitigation, or preservation areas. The Association, through the Board of Directors, shall have the authority to utilize any Assessments for any purpose permitted under applicable Florida law (as amended from time to time) for the maintenance, management, and/or operation of the Property and/or the Association. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board of Directors: (a) Any periodic assessment (on such frequency as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including without limitation, payment of operating expenses and collection of amounts necessary to pay any deficits from prior years' operation, but excluding assessments for reserves ("Annual Assessments"); (b) Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Area (and any improvements located therein or thereon), the repair or replacement of the Landscape Buffer Area (and any improvements located therein or thereon), the repair or replacement of the Primary Drainage System (and any improvements located therein or thereon), and/or charges to be paid for any special services, for any special or personal use of the Common Area, and/or to reimburse the Association for the expenses incurred in connection with such service or use ("Use Fees"); (d) Assessments of any kind for the funding of reasonable reserves for any of the aforesaid purposes and/or as may be required by Florida law, as amended from time to time. The Board shall include funding for reserve accounts, if such accounts exist, in the



Installation Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising the Common Area (the "Reserves"), including without limitation, reserves for community signage, lighting, Landscape Buffer Area, Primary Drainage System, and any other Common Area improvements, facilities, structures, and/or amenities owned, operated, and/or maintained by the Association; (e) Any specific assessment for costs and/or charges incurred by the Association which amounts are by their nature are applicable only to one or more Lots, but less than all Lots ("Individual Assessments"). By way of example and not limitation, in the event an Owner fails to maintain that Owner's Lot and/or the exterior of that Owner's home in a manner required by the Association's governing documents, the Association shall have the right, through its agents, contractors, and/or employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or home as required by the Association's governing documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or home into compliance with the governing documents shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment; (f) The Association may also levy an emergency assessment ("Emergency Assessment") at any time by a majority vote of the Board, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect the Common Area and/or the Association, including but not limited to, after depletion of any applicable reserves, any unexpected expenditures not provided for by the budget, or unanticipated increases in the amounts budgeted. Any Emergency Assessment levied hereunder shall be due and payable at the time and in the manner specified by the Board of Directors in the action imposing such Assessment.

**Section 3. Designation.** The designation of Assessment type and amount shall be made by the Association, exclusively through the Board of Directors. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

**Section 4. Allocation of Operating Expenses.** Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Lot and/or Owner shall pay Operating Expenses, Special Assessments and Reserves that have been divided equally based on the total number of Lots in the Property.

In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association, through the Board of Directors: (i) be added to the calculation of Installation Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installation Assessments, which Special Assessment shall relate back to the date that the Installation Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein. Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.



Section 5. General Assessments Allocation. Installation Assessments shall be uniform for all Lots located within the Property. Special Assessments and Reserves shall be allocated equally to each Owner and/or Lot.

Section 6. Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and/or Individual Assessments shall be made against those Owners benefiting from, or subject to, the special service or costs specified by the Association.

Section 7. Commencement of Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Lot to such Owner. The record title owner of a Lot is jointly and severally liable with the previous record title owner of that Lot for all unpaid Assessments that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Lot. An Owner's liability for Assessments may not be avoided by waiver and/or suspension of the use or enjoyment of any Common Area and/or by abandonment of the Lot upon which the Assessments are made.

Section 8. Shortfalls and Surpluses. Each Owner acknowledges that because Installation Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, it is possible that the Association may collect more or less than the amount budgeted for Operating Expenses. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the sole and absolute discretion of the Association's Board of Directors, to the creation of and/or funding of Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus Assessments to Owners.

Section 9. Budgets. The annual budget of the Association shall be prepared and adopted by the Association's Board of Directors and Assessments shall be payable by each Owner as provided in this Declaration.

Section 10. Establishment of Assessments. Assessments shall be established in accordance with the following procedures: (a) Installation Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2021), as it may be amended and/or renumbered from time to time. The Board of Directors may from time to time determine when the Installation Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board of Directors, Installation Assessments for Operating Expenses shall be collected on a monthly basis; (b) Special Assessments and Individual Assessments may be established by the Association's Board of Directors, from time to time, and shall be payable at such time or time(s) as determined by the Board; (c) Association may establish, from time to time, by resolution, rule or regulation, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Association's Board of Directors; (d) Resale Contribution. There shall be collected from the purchaser upon every subsequent conveyance and/or transfer of an ownership interest in a Lot by an Owner a resale contribution in the amount



of Three Hundred Fifty and No/100 Dollars (\$350.00) (the "Resale Contribution"). The Board of Directors, in its discretion, may increase the amount of the Resale Contribution from time to time, provided, however, that the amount of such Resale Contribution may not increase at an aggregate rate in excess of two percent (2%) per year unless such additional increase is approved pursuant to an amendment to this Declaration. The Resale Contribution shall not be applicable to conveyances from and/or to the Association. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs.

Section 11. Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to that Owner's Lot which, if not paid, could become a lien against the Lot that is superior to the lien for Assessments created by this Declaration.

Section 12. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed and/or instrument of conveyance of any type for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth in this Declaration, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the Lot owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, but the Association's lien shall relate back to the date that the Declaration was recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person or entity that was the record title owner of the Lot at the time when the Assessment became due, as well as the such record titleowner's heirs, devisees, personal representatives, successors, and/or assigns.

Section 13. Subordination of the Lien to Mortgages. The Association's lien for Assessments shall be subordinate only to bona fide first mortgage held by a lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2021), as it may be amended and/or renumbered from time to time. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners including such acquirer of title) as a part of Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from, the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such lender is in default. Failure by a lender to



furnish a notice of default to the Association shall not result in liability of the lender because such notice is given as a courtesy to the Association and the furnishing of such notice is not an obligation of any Lender to the Association. Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such lender. In the event Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the lender with respect to such payment. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

Section 14. Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board of Directors) after the due date, a late fee of Twenty-Five and no/100 Dollars (\$25.00) per month or five percent (5%) of the delinquent installments, whichever is greater (or such greater amount established by the Board and permitted by applicable law), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. Subject to providing any prior notice as may be required by law, if any, the Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, and/or the waiver of the right to use, the Common Area and/or by abandonment of a Lot. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.