



DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

WOODHAVEN

THIS DOCUMENT PREPARED BY:

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FOR
WOODHAVEN

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DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
WOODHAVEN

THIS DECLARATION is made this 7th day of March, 2019, by **MHK of Volusia County, Inc.**, a Florida corporation (the "Developer"), which declares that the real property described on Exhibit "A" attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I

MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. The WOODHAVEN AT PORT ORANGE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit and its successors and assigns. This is the Declaration to which the Articles of Incorporation (the "Articles" and attached as Exhibit "B") and Bylaws (the "Bylaws" and attached as Exhibit "C") of the Association make reference.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Building Site**. Each separate parcel of land within the Property, other than the Lots, as hereafter conveyed or designated by the Developer, consisting of an integral unit of

land suitable for development by construction of improvements designed for office, retail, wholesale, hotel, motel, restaurant, warehouse, entertainment, recreational, service, industrial, multi-family, or other similar use. No Building Site shall include any portion of the Common Area or any other portion of the Property owned by the Association.

Section 2.4 **CDD**. The Pioneer Community Development District is the Community Development District for WOODHAVEN, as created pursuant to Chapter 190, Florida Statutes.

Section 2.5 **Common Area**. All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by CDD, or by the Association, and which the Developer has designated for the common use of the Owners by reference thereto in this Section 2.5, or by recording a Supplementary Declaration, pursuant to the terms of Section 3.2 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.6 **Developer**. MHK of Volusia County, Inc. and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to MHK of Volusia County, Inc. as the Developer of the Property is not intended and shall not be construed, to impose upon MHK of Volusia County, Inc. any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots or parcels within the Property from MHK of Volusia County, Inc. and develop and resell the same.

Section 2.7 **Limited Common Area**. The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.8 **Lot**. Each platted lot located within the Property which is designated by the Developer by recorded covenant or deed restriction, for single family residential use. No Lot shall include any portion of the Common Area or any other portion of the Property owned by the Association and/or CDD.

Section 2.9 **Owner**. The record owner or owners of any Lot or Building Site.

Section 2.10 **Preferred Builder**. Shall mean a merchant homebuilder designated by the Developer as allowed to construct residences within the Property.

Section 2.11 **Property or WOODHAVEN**. The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.12 **Residential Dwelling Unit.** Any improved portion of the Property located within a Lot or Building Site and intended for use as a residential dwelling, including without limitation, any detached residential dwellings.

Section 2.13 **Service Providers.** This term shall have the meaning ascribed to it by Section 7.2 hereof.

Section 2.14 **Surface Water or Stormwater Management System.** A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 62-330, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot or Building Site, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands.** Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be substantially contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially contiguous), and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article VI of this Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Volusia County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands.** With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to,

withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Developer's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Volusia County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn. The Developer shall not withdraw any portion of the Property, which is part of the surface water management system, according to the permitted plans for the St. Johns River Water Management District Permit No. 4-127-99970-4 and No. 4-127-99970-5, without first modifying the permit(s).

ARTICLE IV **MEMBERSHIP AND VOTING RIGHTS**

Section 4.1 **Membership.** Every Owner of a Lot is a member of the Association. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whereupon the membership of the previous Owner automatically terminates. Except for the Developer, no person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot.

Section 4.2 **Classification.** The Association has two classes of voting membership:

(a) **Class A.** So long as there is Class B membership, Class A members are all Owners except the Developer and are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members are all Owners, including Developer so long as Developer is an Owner.

(b) **Class B.** The Class B Member shall be the Developer who shall be entitled to ten (10) votes for each Lot owned by the Developer. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(i) December 31, 2029;

(ii) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Developer; or

(iii) Such earlier date as the Developer may choose to terminate the Class B Membership upon notice to the Association.

Section 4.3 **Co-Ownership.** If more than one person holds the record title to any Lot, all such Persons are members but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves but no split vote is permitted.

ARTICLE V
COMMON AREA RIGHTS

Section 5.1 **Conveyance of Common Area.** Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association or CDD, subject to covenants, easements, restrictions and other matters of record, recorded coincident with the plat, and the Association shall accept such conveyance or assignment. Upon the recordation of any deed or deeds conveying Common Area to the Association or CDD, the Association or CDD shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 5.2 **Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner), to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner), to make all or any part of the Common Area available for public use, provided that such use shall not unreasonably interfere with the use and enjoyment of such Common Area by the Owners.

(c) All provisions of this Declaration, any plat of all or any parts of the Property, and all applicable governmental restrictions;

(d) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

(e) The rights of the Developer under Sections 3.2 to add, or 3.3 to withdraw land from the Common Area;

(f) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's property into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's property or other privately owned portions of the Property.

Section 5.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or substantially contiguous to the

Property (for purposes of this Section 5.3, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially contiguous). For so long as the Developer shall own any Lot or Building Parcel, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect access, availability of utilities, or drainage to or from any Lot or Building Parcel, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot or Building Parcel, which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Volusia County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land but shall not otherwise withdraw such land from the provisions of this Declaration unless such withdrawal shall comply with the requirements of Section 3.3 hereof. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.5 hereof, or subsequently designated as such by the Developer pursuant to Section 2.5 hereof and this Section 5.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 5.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 5.4 **Maintenance of Common Area and Compliance with Applicable Permits.** The Association and/or CDD shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. The Association and/or CDD shall maintain the Common Area in accordance with all permit requirements and conditions contained in applicable dredge and fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), City of Port Orange, Florida or Volusia County, Florida. Notwithstanding any provision of this Declaration to the contrary, the Association and/or CDD shall be responsible for the maintenance, operation and repair of the entire Surface Water or Stormwater Management System, as more particularly set forth in the applicable permit, SJRWMD Permit No. 4-127-99970-4 and No. 4-127-99970-5, for the construction and operation thereof. The Developer shall share the responsibility with the Association and/or CDD until the operation and maintenance responsibility is transferred to the Association and/or CDD in accordance with the provisions of the SJRWMD Permit. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved in writing by the SJRWMD. All maintenance obligations of the Association and/or CDD shall be performed as ordered by the Board of Directors of the Association or Board of Supervisors of CDD, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section

5.4, shall be a common expense of the Association and/or CDD to be collected and paid in the manner prescribed by this Declaration.

Section 5.5 **Easement for Maintenance Purposes**. The Developer hereby reserves for itself, the Association and the CDD, and their respective agents, employees, contractors, successors and assigns a perpetual nonexclusive easement for access in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of access to and maintenance operation or repair of the Common Area, including the Surface Water or Stormwater Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration or as provided by law or as required by the SJRWMD permit. The easement reserved hereby shall not be exercised by any party in a manner that unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights reserved hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

Drainage easements shown or described on the Property shall be for the installation, operation, and maintenance of and access to the stormwater drainage facilities within the boundaries of each plat of the Property. The Association and/or the CDD shall be responsible for the operation and maintenance of the storm water drainage and retention system serving the area within the boundaries of the plat (the "Property") and as depicted on the storm water management plan approved for this development by the City of Port Orange, Florida. Should the Association and/or the CDD, its employees or assigns, fail to perform the maintenance of the drainage and storm water management systems, the City of Port Orange shall be entitled to enter upon the common areas and designated easement areas to perform maintenance, repair or replace the facilities; and shall have the right to lien all owners of record in the Property for the cost of such maintenance, repair, and replacement, as deemed by the City to be necessary. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or storm water management system will be transferred to and accepted by an entity which complies with section 40c-42.027 F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VI **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 6.1 **Creation of the Lien and Personal Obligation of Assessments**. Each Owner of a Lot or Building Site within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual and special assessments established and levied pursuant to the terms of this Declaration. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot and Building Site against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 6.2 **Purpose of Assessments.**

(a) The annual assessments levied by the Association against all Owners shall be used for the purposes of operational expenses, management and accounting fees, taxes, insurance, utility charges and other expenses relating to the Common Area, to fund the obligations of the Association set forth in Sections 5.4 and 7.1 hereof, to provide common services to the Owners, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party.

(b) The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or any cost sharing or similar agreement to which the Association is or may become a party. Special assessments shall be allocated among the Owners as provided in this Section

(c) Assessments of any kind for the creation of reasonable reserves for any of the purposes stated herein. The Board may, but shall have no obligation to, include a "Reserve for Replacement" in the annual assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Area (the "Reserves"). Reserves shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are established.

Section 6.3 **Calculation and Collection of Assessments.** Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

Owners of Lots shall pay a pro rata share of annual and special assessments based upon a uniform rate established by the Board. Except as hereafter provided, the annual assessment amount allocated to each Lot shall not exceed, One Thousand Twelve Hundred and 00/100 Dollars (\$ 1,200.00). From and after December 31, 2018, such amount may be increased by an amount greater than ten percent (10%) of the prior annual assessment amount per Lot, only by a unanimous vote of the board of directors.

Section 6.4 **Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association.** The lien of the Association shall be effective from and after recording in the public records of Volusia County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment installment is not paid within fifteen (15) days after the due date, the Association shall be entitled to collect a late fee of Twenty Five and No/100 Dollars (\$25.00) for each such unpaid assessment in an amount to be determined by the Board of Directors in its sole discretion, and such installment shall bear interest from the due date at the

highest lawful rate. The Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. There shall be added to the amount of such delinquent assessment installment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement.

Section 6.5 **Subordination of Lien to Mortgages.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage that is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a mortgagee obtaining title to the Lot shall be added to the Association's total budget and shall be paid by all Owners including the mortgagee on a pro rata basis. No such sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that its lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 6.6 **Capitalization of the Association.** Upon acquisition of record title to a Residential Dwelling Unit or an unimproved Lot from Declarant, or a Residential Dwelling Unit from any Owner other than Declarant, each Owner acquiring such Residential Dwelling Unit or Lot shall contribute to the capital of the Association an amount equal to up to one half (1/2) of the amount of the annual assessment attributable to such Residential Dwelling Unit or Lot, as determined by the Board. This amount shall be collected at the closing of the purchase and sale of the applicable Residential Dwelling Unit or Lot, and shall be disbursed to the Association. In no event shall the Developer or a Preferred Builder be obligated to contribute to the capital of the Association pursuant to this Section 6.6.

Section 6.7 **Transfer Fees.** In connection with any request by an Owner or a prospective purchaser of a Residential Dwelling Unit for a confirmation of assessments owed to the Association or to process a change of ownership on the books and records of the Association, as a condition to providing such service, the Association shall have the right to charge a reasonable fee to the party making the request in an amount to be determined by the Board of Directors.

Section 6.8 **Shortfalls and Surpluses.** Each Owner acknowledges that because assessments, special assessments, and Reserves are allocated based on the number of Lots conveyed to Owners in the prior fiscal year, it is possible the Association may collect more or less than the amount budgeted for operating expenses. Prior to the turnover, the Developer shall have the option to (i) pay any operating expenses incurred by the Association that exceed the assessments receivable from Owners and other income of the Association, including, without limitation, the capital of the Association, late fees and interest (the "Deficit"), or (ii) pay

installment assessments on Homes or Lots owned by the Developer at the applicable rate of installment assessment established for Lots and Homes, including, vacant lots and spec lots, owned by Class A members. Notwithstanding any other provision of this Declaration to the contrary, the Developer shall never be required to (i) pay assessments if the Developers has elected to fund the Deficit instead of paying assessments on Homes or Lots owned by the Developer, (ii) pay special assessments, individual assessments or Reserves, or (iii) fund deficits due to delinquent Owners. Any surplus assessments collected by the Association may be allocated towards the next year's operating expenses or in the Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus assessments to Owners. The Developer may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for funding the Deficit, and waiving its right to exclusion from assessments. Upon giving such notice, or upon turnover, whichever is sooner, each Lot owned by the Developer shall thereafter be assessed at the applicable rate of installment assessments established for Lots and Homes, including vacant Lots and spec Lots, owned by Class A members. The Developer shall not be responsible for any Reserves, individual assessments or special assessments, even after the turnover. The Developer shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by the Developer, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Developer, prorated as of and commencing with, the month following the date of transfer of title.

THE DEVELOPER DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DEVELOPER ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DEVELOPER SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2018), ARE NOT APPLICABLE TO THE DEVELOPER OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DEVELOPER.

Section 6.9 **Developer's Assessments**. Notwithstanding anything to the contrary expressed herein, the Developer shall not be responsible for special assessments or Reserves. The Developer at the Developer's sole option, may pay assessments on Lots owned by it or fund the Deficit, if any, as set forth in Section 6.8.

ARTICLE VII **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

Section 7.1 **Maintenance**. The Association and/or CDD may install and provide routine landscaping maintenance for certain lots or building sites in a manner, and with such frequency, as is consistent with good property management practices, provided, however, nothing in this Declaration shall obligate the Association and/or CDD to provide landscaping maintenance for the lots or building sites. In the event the Association elects to provide landscaping maintenance for certain lots or building sites, the cost of such landscaping maintenance shall be included in the Annual Assessments described in Article VI hereof. Such maintenance may include maintenance and care of trees, shrubs, grass, and other landscaped areas lying within each lot or building site. Such maintenance shall not include any items not specifically mentioned herein, including, without limitation, fencing or replacement of trees, shrubs, grass or other

landscaped areas. Further, the Association shall have no obligation to maintain any yard area within a lot or building site that is enclosed by any fence, wall or similar structure or landscaping designed to restrict access to such portion of the lot or building site. The Owner shall be responsible to maintain landscaping within such yard area to a level that meets or exceeds the standard established for WOODHAVEN. Nothing contained herein shall require the Association and/or CDD to perform any maintenance, repair or restoration due to fire or other casualty occurring to any Unit or on any lot or building site.

Section 7.2 **Services.** The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of this Declaration or the Association's Articles, Bylaws or rules and regulations. The Association may contract with others to furnish trash collection, lot maintenance, or other services or materials, to all of the Lots. Nothing herein shall be deemed to require the Association to provide such services.

Section 7.3 **Rules and Regulations.** The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the lots or building sites and any Common Area, or any combination, so long as such rules and regulations are consistent with the rights and duties established by this Declaration, the Articles and Bylaws as they from time to time may be amended. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board of Directors and may be amended by a majority vote of the Board of Directors, provided that no rule, regulation, decision, or other action that reasonably may have the effect of waiving, lessening, impairing, or otherwise interfering with the scope or enforcement, or both, of any restriction imposed upon the property by this Declaration shall be effective.

Section 7.4 **Access by Association.** The Association has a right of entry onto the exterior of each lot or building site located thereon to the extent reasonably necessary to discharge its rights of maintenance, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into a Unit may not be made without the consent of its Owner or occupant, except pursuant to court order or other authority granted by law except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage to the Common Area or any Unit. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees, contractors, and managers, and by the agents, or employees of any such contractor or manager.

Section 7.5 **Easement for Access and Drainage**

The Association and/or the CDD shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the SJRWMD permit. Additionally, the Association and/or the CDD shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No lot Owner shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the SJRWMD.

ARTICLE VIII **OBLIGATIONS OF OWNERS**

Section 8.1 **Exterior Unit Maintenance.** All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot and Unit in an attractive condition and in substantially the same condition and appearance as existed at the time of initial completion, subject to normal wear and tear that cannot be avoided by normal maintenance.

ARTICLE IX **UTILITY PROVISIONS**

Section 9.1 **Water System.** The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines which are located within, or which serve, the portions of the Property owned by such Owners. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot or Building Site without the prior written consent of the Association.

Section 9.2 **Sewage System.** The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines located within, or which serve, the portions of the Property owned by such Owner, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 9.3 **Solid Waste Recycling.** Each Owner shall participate in any available solid waste recycling program instituted by the Developer, City of Port Orange, Florida, or the solid waste collection provider.

Section 9.4 **Utility Services.** It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to the portions of the Property owned by such Owner.

Section 9.5 **Cable Television, Radio or Other Communication Lines.** The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 9.5, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

ARTICLE X
USE RESTRICTIONS AND RIGHTS AND EASEMENTS
RESERVED BY DEVELOPER

Section 10.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and associated uses, and for such other purposes as may be permitted under this Section 10.1. Such Lots may be used for model homes during the development and sale of Lots within the Property, and commercial uses shall be limited to those uses that are:

(a) permissible under the PUD zoning requirements or any other zoning requirements in respect to the Property enacted by Volusia County or the City of Port Orange, Florida; and

(b) expressly authorized in writing by the Developer or its assignee, in its sole discretion. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 10.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 10.2 **Living Area.** Each Residential Dwelling Unit shall contain a minimum of one thousand two hundred (1,200) square feet of heated and air conditioned living space.

Section 10.3 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer.

Section 10.4 **Setbacks.** The building setbacks applicable to the Lots and the method of measurement thereof shall be as set forth in the applicable recorded PUD Master Development Agreement, as amended from time to time.

Section 10.5 **Parking Restrictions.** Functional passenger automobiles, vans, motorcycles, and Class 1 or 2 pick-up trucks (collectively, "Permitted Vehicles") may be parked within a driveway, enclosed garage or upon the paved portion of the right of way. There shall be no parking within the grassed portion of the right-of-way, between the curb and sidewalk, for any purpose or duration whatsoever. Vehicles parked within the paved portion of the right of way shall park; facing the correct direction of the traffic lane; as close to the back of curb as possible;

not in front of or across from a driveway; and not directly across from another vehicle parked on the paved portion of the right of way.

No commercial vehicle of any description shall be parked within the Property from 12 Midnight to 7 AM, except within an enclosed garage. For purposes of this Section 6.17, any vehicle displaying lettering, logos or equipment associated with commercial use shall be presumed to be a prohibited commercial vehicle. No camper, recreational vehicle, motor home or trailer of any description may be parked, stored, kept, repaired, or restored anywhere within the Property. No trailered boat or personal watercraft shall be parked within the Property except within an enclosed garage. Trailers and Vehicles associated with construction activity may be parked within the Property as approved by the Developer.

The Association may enforce the foregoing restrictions in any lawful manner for willful or repeated violations including the imposition of reasonable uniform fines, or towing of vehicles in accordance with State and local Statutes. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours.

Section 10.6 **Nuisances**. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.7 **Antenna**. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the Developer in accordance with architectural criteria imposed by the Developer or the Association from time to time.

Section 10.8 **Lakes**. Only the Developer, the Association and/or the CDD shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any object in such lake or lakes subject to appropriate permitting by local, state and federal agencies. The Developer, the Association and/or the CDD shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gasoline powered boats shall be permitted to be operated on any lake, except those authorized for the purposes of aquatic vegetation control. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. All shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Association pursuant to the requirements of Section 7.1 hereof. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer and appropriate permits are obtained by local, state and federal agencies. The Association and/or the

CDD shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. Such rules and regulations shall comply with the provisions of the SJRWMD permit no. 4-127-99970- 4 and No. 4-127-99970-5. The Association and/or the CDD shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association and/or the CDD.

Section 10.9 **Insurance and Casualty Damages.** Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with plans submitted and approved in accordance with Article XI hereof. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 10.10 **Trees.** No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer.

Section 10.11 **Signs.** No sign shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Developer. Political signs supporting a candidate or issue, to be voted upon in an upcoming election, may be displayed in accordance with City ordinance.

Section 10.12 **Lighting.** No lighting shall be permitted on any lot which shall alter the residential character of the Subdivision. The preceding sentence shall not be construed to exclude normal uplighting of residential dwellings and associated structures and landscaping and lighting of walkways and driveways on individual Lots, or to exclude holiday lights or decorations from November 15 of each calendar year through January 15 of the following calendar year.

Section 10.13 **Animals.** Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot.

Section 10.14 **Fences and Walls.** No fence or wall shall be permitted without written approval of the Developer or Architectural Review Board (ARB). No fence or wall shall be installed so as to disrupt or block the flow of storm-water drainage. Fences and walls may not be placed within a drainage easement containing a drainage swale. Fences in proximity to the perimeter of a lot shall be a maximum of Seventy-Two (72”) inches in height; must be made of aluminum, wrought iron or powder-coated steel; must be designed with pickets spaced no less than

4”); and, must be black in color. Fences installed as a pool enclosure or deck enclosure may be white or beige PVC, or black aluminum, wrought iron or powder-coated steel.

Masonry walls or PVC opaque privacy fences up to Seventy-two (72”) inches in height may be allowed on Lots 1 - 84 and 147 - 178 with specific approval of the Developer or ARB if located outside the required building set-backs immediately adjacent to the foundation of the home, pool deck or other outside living area and if the material and color of the proposed improvement is complimentary to the exterior material and color of the residence.

Fences may not be placed in the front yard. Fences may not be forward of a point a minimum of 30 ft. behind the front corners of the house. Fences on corner lots shall not protrude into the side-corner building set-back area. Fences proposed within side-yard drainage easements must receive specific approval of the Developer or Developer’s designee prior to installation. Owners may be required to install gates in order to insure accessibility for maintenance within the entire property boundary.

Section 10.15 **Driveways and Walkways**. All driveways and walkways on any Lot shall be paved with materials approved by ARB. Each Lot Owner shall be responsible for the maintenance of the driveway and walkways serving his Lot.

Section 10.16 **Playground Equipment**. No play equipment that is affixed to the ground or a tree, such as play houses, jungle gyms, tree houses, basketball hoops, skateboard ramps, trampolines or other affixed play equipment shall be maintained on any Lot. Portable play equipment is allowed so long as it is located within the boundary of the Owner’s Lot and is stored within the residence or garage when not in use.

Section 10.17 **Screen Enclosures**. Screen enclosures shall not be placed in the “side yard”. The “side yard” shall be considered the area outside the extended plane of the walls of the house closest to the side property line.

Section 10.18 **Maintenance of Lots and Limited Common Areas**. In the event the Association elects not to provide landscaping maintenance for the Lots in accordance with Section 7.1, each Lot Owner shall be responsible for the maintenance of all landscaping of his lot and any landscaped rights of way or Limited Common Areas adjacent to his Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and all portions of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition. No lot Owner shall plant landscape materials or construct fences within drainage easements that may impede the proper function of the drainage system. No lot Owner shall alter the drainage flow for the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the SJRWMD. Construction debris shall not be permitted to remain upon any Lot. **Phosphate based fertilizers are expressly prohibited for use on Lots or Common areas.**

Section 10.19 **Maintenance of Driveways**. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 10.20 **Leases.** No residential dwelling or other improvement located upon any Lot shall be leased for a term of less than seven (7) months, nor shall any such dwelling or improvement be leased more than two (2) times in any calendar year. Prior to occupancy by a lessee, the Owner of the applicable Lot shall provide the Association with a copy of the applicable lease, which shall include the name and address of all lessees, together with a notification to the Association of the Owner's mailing address during the term of the lease.

Section 10.21 **Compliance with Laws.** All Owners and other occupants of the Property shall at all times comply with the terms of all environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property.

Section 10.22 **Platting and Additional Restrictions.** The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Developer, without the consent or joinder of any other party.

Section 10.23 **Reservation of Right to Release Restrictions.** If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

Section 10.24 **Easements for Ingress, Egress, Utilities and Drainage.** The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; and (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property.

Section 10.25 **Drainage Flow.** Drainage flow shall not be obstructed or diverted from drainage easements. The Developer, the Association and/or the CDD may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic and functional standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot or Building Site which are not located within the specific easement area designated on the plat or otherwise reserved in this Declaration. Notwithstanding any provision of this Section 10.25 to the contrary, neither the Developer, nor the Association, nor the CDD shall take any action which shall alter the Surface Water or Stormwater

Management System beyond maintenance in its original condition without the prior written approval of the SJRWMD.

Section 10.26 **Future Easements**. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 10.27 **Additional Easements**. The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, for propane or natural gas pipes, mains and related equipment, or for any improvements used in connection with providing cellular telephone service on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 10.26, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

Section 10.28 **Rules and Regulations**. The Association, acting through its Board, shall have the right to adopt and amend reasonable rules and regulations pertaining to the use and occupancy of all portions of the Property, which shall be consistent with the provisions of this Declaration. Without limiting the foregoing, the Association shall have the right to adopt specific rules and regulations pertaining to the installation and maintenance of all landscaping and natural areas which shall promote and protect aesthetic and environmental values within and in the vicinity of the Property.

ARTICLE XI **ARCHITECTURAL CONTROL**

Section 11.1 **Architectural Review and Approval**. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, swimming pool, hot tub, deck, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot or Building Site, or upon the Common Area, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer or the Developer's designee. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer. **The use of Phosphate based fertilizers on Lots and Common Areas is prohibited and the use of Florida friendly plant materials is encouraged to minimize the need for irrigation watering.** It shall be the burden of each Owner to supply two (2) sets of completed building and landscape plans and specifications to the Developer and no plan or

specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same.

Section 11.2 **Review Procedures**. The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article XI:

(a) To require submission of one (1) complete set of all building, landscape, fencing or other plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article XI. The Developer may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration.

(b) To approve or disapprove in accordance with the provisions of this Article XI, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

(c) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer.

(d) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article XI.

(e) To assign to the Association, all or any portion of Developer's rights of architectural review as reserved by this Article XI.

Section 11.3 **Variance**. The Developer may authorize variances from compliance with any architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot or Building Site and particular provisions of this Declaration covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 11.4 **Assignment**. The Developer reserves the right to assign its reserved rights under this Article XI, in whole or in part, to the Association, who upon such assignment shall automatically assume all of the Developer's obligations under this Article XI with respect to the rights assigned. Upon such assignment, the Association shall be authorized to form an Architectural Review Board ("ARB"), who shall serve at the pleasure of the Association's Board of Directors. The ARB shall thereafter be authorized to exercise all rights of architectural control that are assigned by the Developer to the Association and authorized by this Article XI.

Section 11.5 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer as contemplated by this Article XI, the Developer, the ARB and the Association shall not be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB or the Association.

ARTICLE XII **NOTICE OF PERMIT REQUIREMENTS**

Section 12.1 **Jurisdictional Areas and Permits**. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF ANY PERMITS ISSUED BY THE ACOE AND PERMIT No. 4-127-99970- 4 and No. 4-127-99970-5 ISSUED BY THE SJRWMD (THE "PERMITS"), AS SUCH PERMITS MAY BE AMENDED FROM TIME TO TIME. THE PERMITS ARE OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAVE THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT OR BUILDING SITE WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT OR BUILDING SITE, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT OR BUILDING SITE AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER, THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER, THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY

BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD OR ACOE, AS APPLICABLE.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 **Ground Leased Land.** Where all or any part of a Lot or Building Site has been leased by the Owner of the fee simple title to the site under a ground lease having an original term of not less than ten years, then so long as such ground lease shall remain in effect, all references in these covenants to "Owner" shall be deemed to refer to the lessee under the ground lease, and any lien arising under the provisions of Article VI shall attach only to the interest in the Lot or Building Site of the lessee under the ground lease. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 13.1 shall be dispositive.

Section 13.2 **Developer's Reserved Rights Re: Easements.** Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 13.2, shall be dispositive for all purposes; provided nothing contained in this Section 13.2 shall authorize the Developer to take any action that would have a material and adverse effect on any improved portion of the Property.

Section 13.3 **Remedies for Violations.** If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and the SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys' fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

(a) **Fines.** In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an

Owner or his guests, invitees, or tenants to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

(b) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(c) Enforcement Committee: The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(d) Hearing: The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(e) Amounts: The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(f) Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(g) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Non-exclusive Remedy: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 13.4 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 13.5 **Additional Restrictions**. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 13.6 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 13.7 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association and their respective successors and assigns for a period of thirty (30) years. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall turnover control of the association to the members, as set forth in 720.307, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Volusia County, Florida. Notwithstanding any provision of this Declaration to the contrary, prior to the turnover, the Developer shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the turnover, but subject to this Section of the Declaration, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FHMA, GNMA, SJRWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

Section 13.8 **Assignment of Permit Responsibilities and Indemnification**. In connection with the platting and development of the Property, the Developer may assume certain obligations in connection with one or more permits issued by the ACOE. The Developer shall have the right to assign to the Association and/or the CDD, all of the Developer's obligations and responsibilities for compliance with any such permit issued by the ACOE. The Association or CDD shall accept such assignment and thereafter shall indemnify, defend and hold the Developer harmless from all suits, enforcement actions, damages, liability and expenses in connection with

any violation of such ACOE permits occasioned wholly or in part by any act or omission of the Association or CDD or its agents, contractors, employees, servants or licensees.

Section 13.9 **Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 13.10 **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 13.11 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of Volusia County, Florida.

Section 13.12 **Disclaimers as to Water Bodies.** NEITHER THE DEVELOPER, THE ASSOCIATION, THE CDD NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 7th day of March, 2019.

Signed, sealed and delivered in the presence of:

MHK OF VOLUSIA COUNTY, INC.,
a Florida corporation

Joanne Schmied
Name Printed: Joanne Schmieder

By: [Signature]
Morteza Hosseini-Kargar, CEO

Teri L. Hansen
Name Printed: TERI L. HANSEN

STATE OF FLORIDA)
)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 7th day of March, 2019, by Morteza Hosseini-Kargar, the CEO of MHK of Volusia County, Inc., a Florida corporation, on behalf of the corporation and who is personally known to me.

Teri L. Hansen
NOTARY PUBLIC
Commission # FF 964698

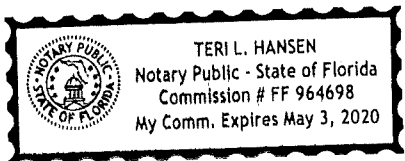


EXHIBIT A

Legal Description of the Property

LEGAL DESCRIPTION (WOODHAVEN - PHASE 1)

A PORTION OF THE EAST 1/2 OF SECTIONS 29 AND 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF STERLING CHASE PHASE II, AS RECORDED IN MAP BOOK 44, PAGES 120-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N00°25'12"W, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 579.06 FEET TO THE SOUTHERLY LINE OF PINNACLE PHASE II, AS RECORDED IN MAP BOOK 58, PAGE 139-141 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE AND THE EASTERLY EXTENSION THEREOF, N66°36'33"E, 155.82 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD 9) AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 79002-2407; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S23°23'27"E, 5184.40 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 11359.30 FEET AND CENTRAL ANGLE OF 07°16'45" WITH A CHORD BEARING S19°45'04"E; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 1443.17 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S77°14'51"W, 40.07 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH WILLIAMSON BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 7186, PAGE 4520 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE BEGINNING OF A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 11319.30 FEET AND CENTRAL ANGLE OF 02°23'55" WITH A CHORD BEARING N17°19'21"W; THENCE ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 473.85 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1897.00 FEET AND CENTRAL ANGLE OF 72°13'17" WITH A CHORD BEARING N54°37'57"W; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 2391.17 FEET TO THE POINT OF TANGENT; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, S89°15'25"W, 639.78 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE DEPARTING SAID RIGHT OF WAY LINE AND ALONG SAID WEST LINE, N00°44'35"W, 2422.80 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 32, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 29, N00°25'12"W, 1322.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,066,593 SQ. FT. OR 116.31 ACRES, MORE OR LESS.

EXHIBIT B

Articles of Incorporation

Woodhaven at Port Orange Property Owners' Association, Inc.

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Woodhaven at Port Orange Property Owners' Association, Inc.

DOCUMENT NUMBER: N05000005648

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Teri Hansen
(Name of Contact Person)

(Firm/ Company)

2379 Beville Road
(Address)

Daytona Beach, Florida 32119
(City/ State and Zip Code)

thansen@icihomes.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Teri Hansen at 386-236-4113
(Name of Contact Person) (Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | <input type="checkbox"/> \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed) |
|---|--|---|--|

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

Woodhaven at Port Orange Property Owners' Association, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

N05000005648

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A: If amending name, enter the new name of the corporation:

N/A

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

N/A

(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:

N/A

(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

N/A

(Florida street address)

New Registered Office Address:

(City)

Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

FILED
19 JAN 22 PM 1:58

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD).

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	<u>N/A</u>	_____	_____
<input type="checkbox"/> Add		_____	_____
<input type="checkbox"/> Remove		_____	_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add		_____	_____
<input type="checkbox"/> Remove		_____	_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add		_____	_____
<input type="checkbox"/> Remove		_____	_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add		_____	_____
<input type="checkbox"/> Remove		_____	_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add		_____	_____
<input type="checkbox"/> Remove		_____	_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add		_____	_____
<input type="checkbox"/> Remove		_____	_____

E. **If amending or adding additional Articles, enter change(s) here:**
(attach additional sheets, if necessary). (Be specific)

Article VI Voting Rights is hereby deleted in its entirety and replaced with the following provisions:

The Association has two classes of voting membership:

(a) Class A. So long as there is a Class B membership, Class A members are all Owners except the Developer and are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members are all Owners, including Developer so long as Developer is an Owner.

(b) Class B. The Class B member shall be the Developer who shall be entitled to ten (10) votes for each Lot owned by the Developer. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(i) December 31, 2029; or

(ii) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Developer; or

(iii) Such earlier date as the Developer may choose to terminate the Class B Membership upon notice to the Association.

• The date of each amendment(s) adoption: January 18, 2019, if other than the date this document was signed.

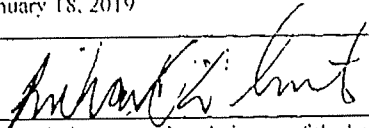
• Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) **(CHECK ONE)**

- The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated January 18, 2019

Signature 
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Dick Smith
(Typed or printed name of person signing)

President
(Title of person signing)

ND5000005648

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

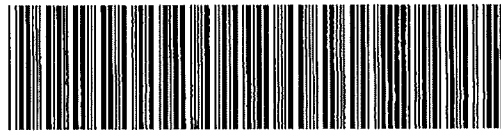
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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Office Use Only



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17 JAN -4 PM 4:31
ND STATE
DIVISION OF CORPORATIONS

JAN 05 2017
C McNAIR

DEC 19 2016
C McNAIR



December 14, 2016

Florida Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

17 JAN -4 PM 11:31
RECEIVED
DIVISION OF CORPORATIONS
STATE OF FLORIDA

Re: **Amended Articles of Incorporation – Woodhaven at Port Orange Property Owners' Association, Inc.**

Dear Sirs:

Enclosed is the original Amended Articles of Incorporation for the above named entity. Also enclosed is check number 8481 in the amount of \$35.00, which represents the amount due for filing same.

If you have any questions or need any additional information in order to process the dissolution, please contact me immediately at 386-236-4113.

Thank you for all of your help with this matter.

Teri L. Hansen
Project Coordinator
Legal Department

/tlh
Enclosures

Interwest Construction, Inc.

2379 Beville Road, Daytona Beach, FL 32119 • Voice: 386.788.0820 • Fax: 386.760.2237 • www.ICIHomes.com

11:00 AM
DIVISION OF STATE REGISTRATION
17 JAN -4 PM 4:31

**AMENDED ARTICLES OF INCORPORATION
OF
WOODHAVEN AT PORT ORANGE PROPERTY OWNERS' ASSOCIATION, INC.**

(A corporation not for profit)

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and so hereby certify:

The members of the corporation unanimously consented to these Amended Articles of Incorporation on December 14, 2016 and the number of votes cast were sufficient for approval of the Amendment.

ARTICLE I

The name of the corporation is **WOODHAVEN AT PORT ORANGE PROPERTY OWNERS' ASSOCIATION, INC.**

ARTICLE II

The principal office of the Association is located at 2379 Beville Road, Daytona Beach, Florida, 32119.

ARTICLE III

J. Andrew Hagan, Esquire, whose address is 2379 Beville Road, Daytona Beach, FL 32119, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential lots and Common Areas, and to promote the common interests of the residents within WOODHAVEN AT PORT ORANGE, including any additions thereto as may hereafter be brought within the jurisdiction of this Association. In furtherance of their purposes, the Association shall have the power to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants and Restrictions, (hereinafter called the "Declaration") and all plats applicable to WOODHAVEN AT PORT

County, Florida, and as the same may be amended from time to time. Capitalized terms herein shall have the meaning set forth in the Declaration;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

The assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures and drainage easements and for maintenance and repair of the private roads, landscaping and walls within common areas;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

(h) The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained hereon;

(i) The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system including, but not limited to, work within retention areas, drainage structures and drainage easements and for maintenance and repair of the private roads, landscaping and walls within common areas.

ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the Declaration and the jurisdiction by the Association shall automatically be a member of the Association.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from ownership, of any Lot which is subject to the jurisdiction of the Association.

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership, as outlined below, which shall have the voting rights specified below:

Class A. Class A members shall consist of all of the Owners of Lots within any phase of WOODHAVEN AT PORT ORANGE with the exception of CC Woodhaven, LLC (the "Developer"). Each Class A member shall be entitled to one (1) vote for each Lot owned. In the event any Owner has purchased two (2) adjacent Lots and has utilized both Lots for the situs of one single-family residence, such Owner shall be entitled to only one (1) vote. Following the Conversion Date, both Class A members and Class B members shall be entitled to vote in the affairs of the Association on the basis of one vote for each Lot owned, and Class A members, excluding any builder, contractor, or other who has purchased a Lot for the purpose of constructing improvements thereon for resale, shall be entitled to elect a majority of the Board of Directors. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the fractional owners of such Lot agree in writing, but in no event shall more than one vote be cast with respect to any Lot, nor shall any fractional vote be cast. Decisions of the members shall be rendered in accordance with the provisions of the By-laws of the Association.

Class B. Class B shall consist of Developer and any person or entity to which Developer assigns its rights hereunder. Until the Conversion Date, the Class B member shall be entitled to cast two (2) votes for each vote that the Class A members are entitled to cast. Upon the occurrence of the Conversion Date, Class B members shall be entitled to cast one (1) vote for each Lot owned, but any member who is a builder, contractor, or other who has purchased a Lot for the purpose of constructing improvements thereon for sale shall not be allowed to vote for a majority of the Board of Directors. After the Conversion Date, the Association shall succeed to all of the rights, obligations and powers of Developer. The Conversion Date shall be defined as the earlier of the following to transpire:

(a) the date the Developer voluntarily relinquishes control of the Association to the Class A members,

(b) within three (3) months after Developer conveys ninety percent (90%) of all lots in all phases (including proposed phases) of the WOODHAVEN AT PORT ORANGE subdivision, that will ultimately be governed by the Association; or

(c) Ten (10) years after the date of the original recording of the Declaration in the public records of Volusia County.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors composed of three (3) directors. Directors need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Dick Smith, President	2379 Beville Road Daytona Beach, FL 32119
David Haas, Vice President	2379 Beville Road Daytona Beach, FL 32119
Ben Wormeck, Secretary/Treasurer	2379 Beville Road Daytona Beach, FL 32119

All directors shall be appointed by Developer until the Conversion Date. After the conversion Date, all other directors shall be elected by a majority vote of the Class A members, except that any builder, contractor, or other who has purchased a Lot for the purpose of constructing improvements thereon shall not be entitled to vote for directors. The Conversion Date shall be defined as the earlier of the following occur:

- (a) the date Developer voluntarily relinquishes control of the Association to the Class A members;
- (b) within three (3) months after Developer conveys ninety percent (90%) of all lots in all phases (including proposed phases) of WOODHAVEN AT PORT ORANGE, that will ultimately be governed by the Association; or
- (c) Ten (10) years after the date of the original recording of the Declaration in the public records of Volusia County.

At the first annual meeting after the Conversion Date, the members shall elect one (1) director for a term of one (1) year, and one (1) director for a term of two (2) years and one (1) director for a term of three (3) years. At each annual meeting thereafter, the members shall elect a new director for a term of three (3) years.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved only with the assent given in writing and signed by not less than three-fourths (3/4) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted such similar purposes.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 62-330, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE IX
DURATION

The corporation shall exist perpetually unless otherwise described as provided above.

ARTICLE X
AMENDMENTS

Except where otherwise provided herein, amendment of these Articles may be made provided such amendment does not conflict with the Declaration and shall require the assent of two-thirds (2/3) of the total votes entitled to be cast.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 14th day of December, 2016.



J. ANDREW HAGAN, ESQUIRE
INCORPORATOR

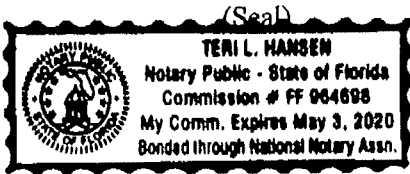
ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of December, 2016, by **J. Andrew Hagan**, who is personally known to me.

NOTARY PUBLIC:

Sign: *Teri L. Hansen*
Print: TERI L. HANSEN
State of Florida at Large



My Commission Expires: May 3, 2020
Title/Rank: _____
Commission Number: FF 964698

**DESIGNATION AND
ACCEPTANCE OF REGISTERED AGENT**

Having been named as Registered Agent for the above stated Association, the undersigned hereby agrees to act in this capacity, and the undersigned further agrees to comply with the provisions of all statutes relative to the proper and complete performance of the undersigned's duties.

J. Andrew Hagan
J. Andrew Hagan

Dated: Dec. 14, 2016

N05000005648

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

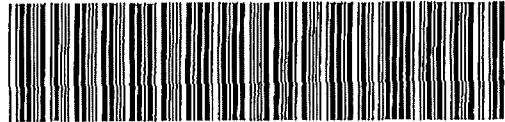
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
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05 MAY 31 AM 10:20

RECEIVED

05 MAY 31 PM 2:16

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

B. McKnight JUN 01 2005



UCC FILING & SEARCH SERVICES, INC.
 526 East Park Avenue
 Tallahassee, Florida 32301
 (850) 681-6528

HOLD
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May 31, 2005

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Woodhaven at Port Orange Property Owners' Association, Inc.

Filing Evidence

- Plain/Confirmation Copy
- Certified Copy

Retrieval Request

- Photocopy
- Certified Copy

Type of Document

- Certificate of Status
- Certificate of Good Standing
- Articles Only
- All Charter Documents to Include Articles & Amendments
- Fictitious Name Certificate
- Other

NEW FILINGS	
	Profit
X	Non Profit
	Limited Liability
	Domestication
	Other

AMENDMENTS	
	Amendment
	Resignation of RA Officer/Director
	Change of Registered Agent
	Dissolution/Withdrawal
	Merger

OTHER FILINGS	
	Annual Reports
	Fictitious Name
	Name Reservation
	Reinstatement

REGISTRATION/QUALIFICATION	
	Foreign
	Limited Liability
	Reinstatement
	Trademark
	Other

FILED
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DIVISION OF CORPORATIONS
05 MAY 31 PM 2:16

**ARTICLES OF INCORPORATION
OF
WOODHAVEN AT PORT ORANGE PROPERTY OWNERS' ASSOCIATION, INC.**

(A corporation not for profit)

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and so hereby certify:

ARTICLE I

The name of the corporation is **WOODHAVEN AT PORT ORANGE PROPERTY OWNERS' ASSOCIATION, INC.**

ARTICLE II

The principal office of the Association is located at 2379 Beville Road, Daytona Beach, Florida, 32119.

ARTICLE III

Morteza Hosseini-Kargar, whose address is 2379 Beville Road, Daytona Beach, FL 32119, is hereby appointed the initial registered agent of this Association.

ARTICLE IV
PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential lots and Common Areas, and to promote the common interests of the residents within WOODHAVEN AT PORT ORANGE, including any additions thereto as may hereafter be brought within the jurisdiction of this Association. In furtherance of their purposes, the Association shall have the power to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants and Restrictions, (hereinafter called the "Declaration") and all plats applicable to WOODHAVEN AT PORT ORANGE, which plats and Declaration are to be recorded in Official Public Records of Volusia

County, Florida, and as the same may be amended from time to time. Capitalized terms herein shall have the meaning set forth in the Declaration;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

The assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures and drainage easements and for maintenance and repair of the private roads, landscaping and walls within common areas;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

(h) The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained hereon;

(i) The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system including, but not limited to, work within retention areas, drainage structures and drainage easements and for maintenance and repair of the private roads, landscaping and walls within common areas.

ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the Declaration and the jurisdiction by the Association shall automatically be a member of the Association.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from ownership, of any Lot which is subject to the jurisdiction of the Association.

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership, as outlined below, which shall have the voting rights specified below:

Class A. Class A members shall consist of all of the Owners of Lots within any phase of WOODHAVEN AT PORT ORANGE with the exception of MHK of Volusia County, Inc. (the "Declarant"). Each Class A member shall be entitled to one (1) vote for each Lot owned. In the event any Owner has purchased two (2) adjacent Lots and has utilized both Lots for the situs of one single-family residence, such Owner shall be entitled to only one (1) vote. Following the Conversion Date, both Class A members and Class B members shall be entitled to vote in the affairs of the Association on the basis of one vote for each Lot owned, and Class A members, excluding any builder, contractor, or other who has purchased a Lot for the purpose of constructing improvements thereon for resale, shall be entitled to elect a majority of the Board of Directors. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the fractional owners of such Lot agree in writing, but in no event shall more than one vote be cast with respect to any Lot, nor shall any fractional vote be cast. Decisions of the members shall be rendered in accordance with the provisions of the By-laws of the Association.

Class B. Class B shall consist of Declarant and any person or entity to which Declarant assigns its rights hereunder. Until the Conversion Date, the Class B member shall be entitled to cast two (2) votes for each vote that the Class A members are entitled to cast. Upon the occurrence of the Conversion Date, Class B members shall be entitled to cast one (1) vote for each Lot owned, but any member who is a builder, contractor, or other who has purchased a Lot for the purpose of constructing improvements thereon for sale shall not be allowed to vote for a majority of the Board of Directors. After the Conversion Date, the Association shall succeed to all of the rights, obligations and powers of Declarant. The Conversion Date shall be defined as the earlier of the following to transpire:

(a) the date the Declarant voluntarily relinquishes control of the Association to the Class A members,

(b) within three (3) months after Declarant conveys ninety percent (90%) of all lots in all phases (including proposed phases) of the WOODHAVEN AT PORT ORANGE subdivision, that will ultimately be governed by the Association; or

(c) Ten (10) years after the date of the original recording of the Declaration in the public records of Volusia County.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors composed of three (3) directors. Directors need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Dick Smith, President	2379 Beville Road Daytona Beach, FL 32119
Douglas R. Ross, Jr., Vice President	2379 Beville Road Daytona Beach, FL 32119
Tom Russo, Secretary/Treasurer	2379 Beville Road Daytona Beach, FL 32119

All directors shall be appointed by Declarant until the Conversion Date. After the conversion Date, all other directors shall be elected by a majority vote of the Class A members, except that any builder, contractor, or other who has purchased a Lot for the purpose of constructing improvements thereon shall not be entitled to vote for directors. The Conversion Date shall be defined as the earlier of the following occur:

- (a) the date Declarant voluntarily relinquishes control of the Association to the Class A members;
- (b) within three (3) months after Declarant conveys ninety percent (90%) of all lots in all phases (including proposed phases) of WOODHAVEN AT PORT ORANGE, that will ultimately be governed by the Association; or
- (c) Ten (10) years after the date of the original recording of the Declaration in the public records of Volusia County.

At the first annual meeting after the Conversion Date, the members shall elect one (1) director for a term of one (1) year, and one (1) director for a term of two (2) years and one (1)

director for a term of three (3) years. At each annual meeting thereafter, the members shall elect a new director for a term of three (3) years.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved only with the assent given in writing and signed by not less than three-fourths (3/4) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted such similar purposes.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE IX
DURATION

The corporation shall exist perpetually unless otherwise described as provided above.

ARTICLE X
AMENDMENTS

Except where otherwise provided herein, amendment of these Articles may be made provided such amendment does not conflict with the Declaration and shall require the assent of two-thirds (2/3) of the total votes entitled to be cast.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 25th day of May, 2005.


MORTEZA HOSSEINI-KARGAR
INCORPORATOR

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25th day of May, 2005, by Morteza Hosseini-Kargar, who is personally known to me.

NOTARY PUBLIC:

Sign: Brenda S. Finley
Print: Brenda S. Finley
State of Florida at Large

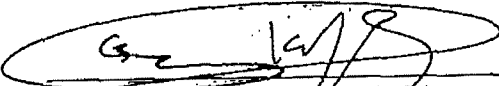
(Seal)

My Commission Expires:
Title/Rank: _____
Commission Number: _____

 Brenda S. Finley
Commission #DD343029
Expires: Sep 17, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

**DESIGNATION AND
ACCEPTANCE OF REGISTERED AGENT**

Having been named as Registered Agent for the above stated Association, the undersigned hereby agrees to act in this capacity, and the undersigned further agrees to comply with the provisions of all statutes relative to the proper and complete performance of the undersigned's duties.


MORTEZA HOSSEINI-KARGAR

Dated: May 25, 2005

FILED
SECRETARY OF STATE
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05 MAY 31 PM 2:16

EXHIBIT C

Bylaws

Woodhaven at Port Orange Property Owners' Association, Inc.

BYLAWS **OF**

WOODHAVEN AT PORT ORANGE PROPERTY OWNERS' ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Woodhaven Subdivision ("Declaration") to be recorded in the public records of Volusia County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Woodhaven at Port Orange Property Owners' Association, Inc. ("Association") shall be located at 2379 Beville Road, Daytona Beach, Florida 32119, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot or any other portion of the Property, and the Developer as long as it owns any Property subject to the Declaration, shall be a member of the Association (the "Members") as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation, or other termination of services of any Director, shall be filled by the Board, except that the Developer, to

the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

V. **ELECTION OF DIRECTORS.**

A. Nominations for the election of Board members (other than Board members appointed by the Developer) shall be made by the Nominating Committee described in Article IX hereof, or upon petition in accordance with Section C. of this Article V. The Nominating Committee shall make as many nominations as it shall in its discretion determine.

B. The Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that such Owner is appointing to the Board.

C. Petitions for nominees shall also be accepted if signed by Members representing one-third (1/3) of the total votes held by the Class A Members, and if received by the Secretary of the Association not less than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot referenced in Section D of this Article V.

D. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board, by mail, provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Class A Members, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Developer. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

E. In order for an election of members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

F. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members.

VI. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS.**

A. The Board of Directors shall have power:

1. To call meetings of the Members.

2. To appoint and remove at its pleasure all officers, agents, and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer, or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

8. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents, and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(i) To fix the amount of annual assessments against each Class A Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(ii) To prepare and maintain a roster of the Members and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Member; and

(iii) To send written notice of each assessment to every Member subject thereto.

VII. **DIRECTORS MEETINGS.**

A. Regular meetings of the Board shall be held on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present, and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

VIII. **OFFICERS.**

A. The Officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, and shall sign all notes, checks, leases, mortgages, deeds, and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX. COMMITTEES.

A. The standing committees of the Association shall be the Nominating Committee and the Architectural Review Board. The Nominating Committee and Architectural Review Board shall have the duties, authority and functions as described in the Declaration and as elsewhere described in these Bylaws.

B. The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

X. BOOKS AND RECORDS.

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. **MEETINGS OF MEMBERS.**

A. The annual meeting of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary, or the Treasurer, by any two or more members of the Board, or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least fourteen (14) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding not less than thirty percent (30%) of the total votes in the Association as established by the Articles of Incorporation, shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XI. **PROXIES.**

A. At all meetings of the Members, each Member may vote in person or by limited or general proxy.

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property. All proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution.

C. For elections of the Board of Directors, the Members shall vote in person or by proxy at a meeting of the Members, or by a written ballot that each Member personally casts.

XII. **SEAL.**

The Association shall have a seal in circular form having within its circumference the words: Tidewater Homeowners Association, Inc., not for profit, 2004.

XIII. **AMENDMENTS.**

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of Duval County, Florida.

XIV. **INCONSISTENCIES.**

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.