

**Copy of Amended
Declaration of Covenants and Restrictions
Lake Bosse Oaks**

This AMENDED DECLARATION made this 12 day of May 1981 by RINN Corporation, a Florida corporation, hereinafter referred to as "Developer", and consented by the current lot owners.

WITNESSETH:

WHEREAS, Developer is the owner of certain real property know as LAKE BOSSE OAKS, according to the Plat thereof as recorded in Plat Book 9, Page 91, Public Records of Orange County, Florida and

WHEREAS, the above described real property shall hereinafter be referred to as the "Property"; and

WHEREAS, Developer desires to create on the property a residential community of single family residences with certain water retention area, entrance median and tract adjoining Lake Bosse for recreation purposes of Lake Bosse Oaks homeowners, said area to be owned or maintained by the Association, and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of Common Properties and to this end, desires to subject the property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, Developer deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the power of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall cause the 'Association' referred to in Article 1, to be incorporated as a non-profit corporation under the laws of the State of Florida for the purpose of exercising the functions aforesaid; and

WHEREAS, certain lots have been conveyed to the undersigned person, who by their execution, hereof, consent hereto;

NOW THEREFORE, the Developer declares that the property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens, (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

**ARTICLE I
DEFINITIONS**

SECTION 1; The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Lake Bosse Oaks Homeowners Association, Inc., a Florida corporation not for profit.
- (b) "Property" shall mean and refer to the Plat of Lake Bosse Oaks, as recorded in Plat Book.9, Page 91, Public Records of Orange County, Florida.

- (c) "Common Property" shall mean and refer to Tract A adjoining Lake Bosse, on the Plat of Lake Bosse Oaks, Plat Book 9, Page 91, Public Records of Orange County, Florida.
- (d) "Lot" shall mean and refer to any plot of land shown upon the Plat of Lake Bosse Oaks, Plat Book 9, Page 91, Public Records of Orange County, Florida, with the exception of Common Property heretofore defined.
- (e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but notwithstanding any applicable theory of the law of mortgages. Owner shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (g) "Member" shall mean and refer to all those Owners who are Member of the Association as provided in Article III, Section below.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1: The Property: The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Orange County, Florida, and is more particularly described as follows, To Wit:

The East 3/8 of the Southwest 1/4 of the Northeast 1/4 and the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 29, Township 21 South, Range 29 East, Orange County, Florida, subject to all roads and established rights of way on the East and South.

SECTION 2: Annexation: Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1: Membership: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to covenants or record to assessment by the Association shall be a Member of the Association, provided, that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.

SECTION 2: Voting Rights: The Association shall have two classes of voting membership.

Class A: Class A Members shall be every person or entity who is a record owner of a fee simple interest in any Lot with the exception of the Developer. Class A Members shall be entitled to one vote for each lot.

Class B: Class B Members shall be the Developer and the Class B Member shall have three (3) votes for each Lot owned by said Member.

The Class B Membership shall cease and become converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- a. When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or
- b. On July 1, 1984.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

SECTION 1: Members' Easement of Enjoyment Every member shall have a right and easement of enjoyment in and to the Common Properties. and such easement shall be appurtenant to and shall pass with the title to every Lot.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1: Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

SECTION 2: Purpose of Assessment The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of the common properties, including, but not limited to:

- (a) Payment of operating expenses of said Association;
- (b) Maintenance, improvement and operation of drainage easements and systems;
- (c) Maintenance and improvements of entrance median, Tract A and perimeter fence.
- (d) Repayment of funds and interest thereon, that have been or may be borrowed by the Association for any of the aforesaid purposes.
- (e) Doing any other thing necessary or desirable, in the judgment of said Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazard, or, which in the judgment of the said Association, may be of general benefit to the owners or occupants of land included in the subdivision.

SECTION 3: (a) Annual Assessment: The annual assessment shall be prorated in the year of the initial purchase by owners. Until the year beginning January 1982, there shall be an annual assessment of Twenty Five Dollars (\$25.00)* per lot, payable annually on April 1 of each year. Said assessment shall be paid directly to the Association, or in the event the Association is not yet activated to RINN Corporation; to be used by the Developer in accordance with the above provision.

- * Amended to \$75.00 beginning January 1, 1989.
- * Amended to \$150.00 beginning January 1, 1998.
- * Amended to \$250.00 beginning February 5, 2000.
 - Amended 2-5-2000 to read first payment April 1, second payment September 1
- * Amended to \$350.00 beginning January 1, 2023

(b) Maximum Assessment: The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, fix the annual assessment for any year at a lesser amount commencing with the year beginning January, 1980. Also commencing with the year beginning January, 1980, the annual assessment may be increase by a vote of the Members, as hereinafter provided.

SECTION 4: Special Assessments for Capital Improvement.

In addition to the annual assessment authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any contraction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 5: Change in Basis and Maximum of Annual Assessments.

Subject to the limitation of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 6: Quorum for an Action Authorized Under Sections Four and Five. The quorum required for any action authorized by Sections 4 and 5, hereof shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7: Certificate of Payment. The Association shall upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by a officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stating to have been paid.

SECTION 8: Effect of Non-Payment of Assessment. If the Assessments are not paid on the date when due, then said assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the Public Records giving notice to all persons that the Association is asserting a lien upon the Lot.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment, interest, together with the costs of the action, including legal fees.

SECTION 9: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the Lots subject to assessment. This subordination shall not relieve such Lot from liability for any assessments now or hereafter due and payable.

SECTION 10: Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges, and liens created herein; (a) all properties to the extent of any easement of other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section One, hereof; and (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the subject property, nor shall any exterior addition to or change or alteration therein be made, until the plan and specification showing the nature, kind, shape, height, materials and locations of the same, shall be submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

SECTION 1. Composition: The Developer, upon the recording of the Original Declaration, immediately formed a committee known as the "Architectural Review Board", hereinafter referred to as "ARB", initially consisting of three (3) persons designated by the Developer. The ARB shall maintain this composition until the Association has been activated. Upon the activation of the association the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board Provided, however, that in its selection, the Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board for so long as Developer owns any Lots in The Properties or has not completed the General Plan 0 development for the entire area owned by Developer. No decision of the ARB shall be binding without a quorum present and a 2/3 affirmative vote by the Members.

SECTION 2. Duties: The ARB shall have the following duties and powers:

(a) To approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon The Properties and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specification showing the nature, type, shape, height, materials, and location of the same and shall approve in writing as to the harmony of the external design and location in relation to surrounding structures and topography.

(b) To approve any such building plans and specification and Lot grading and landscaping plans, and the conclusions and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc. is not consistent with the planned development of The Properties or contiguous land thereto. .

(c) To require to be submitted to it for any approval any samples of building materials proposed or any other data or information necessary to reach its decision.

(d) To require each builder to submit a set of plans and specifications to the ARB prior to obtaining a building permit, which set of plans and such specifications shall become the property of the ARB. The work contemplated must conform substantially in accordance with plans and specifications as approved.

All approvals of plans and specifications must be evidenced by the signature of at least one member of the ARB on the plans and specifications furnished. The existence of the signature of at least one member of the ARB on any plan or specification shall be conclusive proof of the approval by the ARB of such plans and or specifications.

ARTICLE VII
RESTRICTIVE COVENANTS

The Subject Property described in Article II, Section I hereof shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Developer and upon each and every owner who shall acquire hereafter a Lot or any portion of the Subject Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns, as follows:

SECTION 1. Land Use. No Lot shall be used except for residential purposes. No building shall be erected upon any Lot without prior approval thereof by the ARB as hereinabove set forth. Not more than one (1) living unit shall be built on each Lot.

SECTION 2. Dwelling Size. All living units shall have minimum living area of 1500 feet, required by RIAA Orange County, zoning requirements. The developer reserves the right to require increased minimum living area restrictions on specified lots.

SECTION 3. Building Location.

(a) Front yards shall not be less than 30 feet in depth measured from the front property line to the front of any building structure.

(b) Rear yards shall not be less than 35 feet in depth measured from the rear property line to the rear of any building structure, exclusive of pool or patio.

(c) Side yards shall be provided on each side of every dwelling structure of not less than 7 1/2 feet from side lot lines, except on a corner Lot, where set-backs from all streets or roads shall be a minimum of 30 feet on the front and 15 feet on the side.

SECTION 4. Garages. No carports shall be permitted, and each living unit shall include an attached garage, which shall be at least adequate to house two (2) standard sized American automobiles.

All garages and garage doors must be maintained in useable condition. All living areas shall be served with a paved driveway of either concrete or asphalt base of at least (16) feet in width at the entrance of the garage.

SECTION 5. Roofs. Flat built up roofs shall be permitted only over Florida roofs, porches, or patios, at the rear of the living unit. All other roofs shall be pitched and composed of tile, asphalt shingle, cedar shake shingle, slate construction or special roofing as may be permitted by the ARB.

SECTION 6. Landscaping. Sodding will be required on all front and side yards. Front and side yards must be landscaped.

SECTION 7. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of the builder or contractor, and a "For Sale" sign or "Open House" sign by Realtor. In any event, no sign shall be larger than five(5) square feet. No banners, flyers, etc. shall be allowed other than at the Developers sales office.

SECTION 8. Fences. No fence or fence walls shall be constructed of, erected or maintained on or around any portion of a building lot that is in front of the front setback line of the living unit. On corner lots the building shall be deemed to have two front lines for this purpose. No fence or fence wall shall exceed a height of six (6) feet, nor shall any material used in the construction of said fence consist of any type other than masonry, solid wood or chain link.

SECTION 9. Garbage and Trash Disposal. No lot shall be used or maintained as a dumping grounds for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARB shall require to be constructed with each home, which enclosures shall be located out of sight from the front or side streets. There shall be no burning of trash or any other waste material, except within the confines of an incinerator the design and location of which shall be approved by the ARB.

SECTION 10. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as residence either temporarily or permanently, except that a lot may be used as a sales office during the development of LAKE BOSSE OAKS by the RINN Corporation.

SECTION 11. Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight (48) hours, provided however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any lot in the subdivision. All automobiles, trucks, boats, trailers and other vehicles shall be stored and kept in the garage so that they cannot be seen from adjoining property. All vehicles shall have current license plates.

SECTION 12. The ARB shall have the authority, as hereinabove expressed from time to time to include within its promulgated residential planning criteria other restrictions regarding such matters as prohibitions against window air conditioning units, for sales signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutter easements, games and play structures, swimming pools, sight distance at intersections, utility connections and television antennas, driveway construction, and such other restrictions as it shall deem appropriate.

SECTION 13: The Association shall have the same rights as set forth in paragraph (9), immediately preceding.

SECTION 14: There shall be no driveway access directly to Magnolia Home Road from Lots 1, 2, 50, and 51 nor to Rundle Road from Lots 34 through 49 inclusive.

SECTION 15: Partial Perimeter Fence Easement. Developer reserve a seven and one-half (7 1/2) foot easement over the rear lot lines of Lots 1 and 2, Lots 35 -51 inclusive and the die lot line of Lot 34 for the purpose of constructing a perimeter fence thereon. The fence is to be maintained by the Home Owners Association and this easement is reserved for the same. Said fence shall abut the rear lot lines of Lots 1 and 2, Lots 35 - 51 inclusive and the South lot line of Lot 34 to the extent practicable. Upon completion of construction thereof, no owner of a Lot shall either demolish or alter said fence in any manner whatsoever.

ARTICLE VIII AMENDMENT

Except as to provisions relating to amendments as set forth herein regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular item any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The owners of at least seventy - five (75%) percent of these Lots may change or amend any provision hereof, except as above mentioned, in whole or in part, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the Public Records of Orange County, Florida. A proposed amendment may be instituted by the Developer, the ARB, the Association, or by petition signed by fifteen percent (15%) of the then owners of the Lots. A written copy of the proposed amendment shall be furnished to each owner at least (90) days, but not more than one hundred twenty (120) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties. All parties shall have full right to rely upon said recitation in such recorded amendment.

ARTICLE IX
DURATION

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the owners, the Developer, and their respective legal representatives, heirs, successors and assigns until amended, modified or terminated according to the terms of Article VIII hereinabove set forth. These covenants, provisions and restrictions may be terminated in the same manner set forth for amendments in Article VIII.

ARTICLE X
ENFORCEABILITY

Section 1. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer as an owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose preventing, or enjoining all or any such violations or attempted violations. Should the Developer and/or the Association be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred on appeal of such judicial proceedings, shall be construed as cumulative of all remedies now or hereafter provide by law. The failure of the Developer, its successors or assigns, by the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2: The invalidation of any provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions, which shall remain in full force and effect.

SECTION 3: Any notice required to be sent to any Member of owner under the provisions of this Declaration shall be deemed to address of the person who appears as Member or owner on the record of the Association at the time of such mailing.

ARTICLE XI
VETERANS ADMINISTRATION APPROVAL

SECTION 1: The following actions will require the prior approval of the Veterans Administration as long as there is a Class B Membership Member:

- (a) Annexation of additional properties;
- (b) Dedication of Common Area; or
- (c) Amendment of this Declaration of Covenants, Conditions and Restrictions

IN WITNESS WHEREOF, the Developer, RINN Corporation, has caused this instrument to be executed by its duly authorized officers and its above written, and the undersigned lot owners has consented to this Amended Declaration of Covenants and Restrictions of Lake Bosse Oaks as of the day and year first above written.