

**AMENDED AND RESTATED
CAREFREE COUNTRY CLUB
OF WINTER HAVEN, INC.
BYLAWS**

PASSED
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TABLE OF CONTENTS

GLOSSARY 3

ARTICLE I - IDENTIFY 4

 SECTION 1 - Corporate Office 4

 SECTION 2 - Fiscal Year..... 4

 SECTION 3 - Seal 4

ARTICLE II - LAWS OF THE STATE OF FLORIDA 4

ARTICLE III - MEMBERSHIP MEETINGS 4

 SECTION 1 - Annual Membership Meeting 4

 SECTION 2 - Special Meetings 5

 SECTION 3 - Notice 5

 SECTION 4 - Quorum 5

 SECTION 5 - Voting 5

 SECTION 6 - Proxies 5

 SECTION 7 - Adjourned (Continued) Meetings 5

 SECTION 8 - The Order of Business 5

 SECTION 9 - Minutes 6

ARTICLE IV - DIRECTORS 6

 SECTION 1 - Indemnification 6

 SECTION 2 - The Board of Directors 7

 SECTION 3 - Elections 7

 SECTION 4 - Organizational Meeting 7

 SECTION 5 - Regular Meetings 8

 SECTION 6 - Special Meetings 8

 SECTION 7 - Waiver of Notice 8

 SECTION 8 - Quorum 8

 SECTION 9 - Directors and Committee Members not in Attendance 8

 SECTION 10 - Adjourned (Continued) Meetings 8

 SECTION 11 - Presiding Officer 8

 SECTION 12 - Order of Business 8

 SECTION 13 - Media Conferences 9

 SECTION 14 - Powers and Duties 9

 SECTION 15 - Removal of Directors 9

 SECTION 16 - Financial Interests 9

 SECTION 17 - Member Participation 10

ARTICLE V - OFFICERS 10

 SECTION 1 - The Officers 10

 SECTION 2 - The President 10

 SECTION 3 - The Vice-President 10

 SECTION 4 - The Secretary 10

 SECTION 5 - The Treasurer 11

ARTICLE VI - FISCAL MANAGEMENT 11

 SECTION 1 - Corporate Books 11

 SECTION 2 - Budget 11

 SECTION 3 - Fiscal Management Reserve Funds 12

 SECTION 4 - Assessments 12

 SECTION 5 - Proration of Assessments 12

 SECTION 6 - Default for Nonpayment of Assessments 12

ARTICLE VII - LOTS.....	13
ARTICLE VIII - MEMBERSHIP CERTIFICATES AND PROPRIETARY LEASE	13
SECTION 1 - Proprietary Lease	13
SECTION 2 - Registration	13
SECTION 3 - Mortgages and Liens	13
SECTION 4 - Transfer Fee.....	13
ARTICLE IX - COMPLIANCE WITH GOVERNING DOCUMENTS.....	14
SECTION 1 - Members	14
SECTION 2 - Sublessees and Guests.....	14
ARTICLE X - ADMINISTRATIVE RULES.....	15
ARTICLE XI - CORPORATION PROPERTY/COMMON AREA	15
SECTION 1 - Transfer, Mortgage, Purchase, etc. of Common Area	15
SECTION 2 - Wetlands Area	15
ARTICLE XII - UNIT USE GENERAL.....	15
SECTION 1 - Members, Renters, and Guests Responsibilities.....	15
SECTION 2 - Sewer & Water Line Maintenance.....	16
SECTION 3 - Lot Access.....	17
SECTION 4 - Irrigation and Electricity	17
SECTION 5 - Parking, Vehicles and Safety	17
SECTION 6 - Recreational Facilities.....	18
SECTION 7 - Business Activities.....	18
SECTION 8 - Signs, Flags & Notices.....	18
SECTION 9 - Pets	19
SECTION 10 - Solicitation (Selling/Soliciting/Peddling)	19
ARTICLE XIII - UNIT USE, CONSTRUCTION, MAINTENANCE AND RESTRICTIONS...	19
SECTION 1 - Specifications for Living Unit/Sheds.....	19
SECTION 2 - General Rules Regarding Construction.....	20
SECTION 3 - Improvements - Limitations and Specifications	21
SECTION 4 - Variances to Building & Grounds	24
SECTION 5 - Revisions to Florida Law.....	24
ARTICLE XIV - AMENDMENTS.....	24
SECTION 1 - Amendment Procedure.....	24
SECTION 2 - Proviso	25
SECTION 3 - Execution and Recording.....	25

GLOSSARY

For the purpose of these Amended and Restated Bylaws, the following definitions will prevail:

- A. **Adult** - Person at least 18 years of age except where otherwise stated.
- B. **Association/Corporation/Lessor** - Shall mean and refer to Carefree Country Club of Winter Haven, Inc., a Florida Not for Profit Corporation.
- C. **Board of Directors or BOD** - Those elected by the Members to direct the operation of Carefree Country Club.
- D. **Carefree Country Club/Park** - the community known as Carefree Country Club of Winter Haven, which is a cooperative community subject to Chapter 719, Florida Statutes, as amended from time to time.
- E. **Common Area/Corporation Property** - The real property owned by the Association, exclusive of the lots.
- F. **Fiscal year/Rental Season** - October 1 through September 30.
- G. **Guest** - A registered, overnight guest of a Member, permanent occupant or sub-lessee.
- H. **Living Unit** - A home located on a Lot, as further defined in Article XIII, Section 1(C) herein.
- I. **Lot** - Any leased parcel of land located within Carefree Country Club, which is part of the cooperative property and subject to exclusive use and possession.
- J. **Management/CAM** - The Community Association Manager (CAM) or their appointee.
- K. **Member/Lessee** - A holder of a Membership Certificate in Carefree Country Club of Winter Haven, Inc.
- L. **Designated Voter** - Must be a holder of a Membership Certificate. Only one Member per Lot can be a designated voter. This designation must be recorded on a certificate filed with the Corporation and signed by all the Members of the Lot. There are 500 voting interests in Carefree Country Club.
- M. **Permanent Occupant** - Is a person who resides with a member and is not a holder of a Membership Certificate or Proprietary Lease and has limited privileges (i.e., no voting right, no voice at Membership or posted meetings, not eligible for Board of Directors or to be Chair of a Committee). A permanent occupant is defined in Covenants as "a person who resides in a living unit as their primary or seasonal residence". Permanent occupancy is defined in the Covenants as "a period of occupancy of thirty days or more in any twelve-month period". The Affidavit of Permanent Occupant can be amended once in any fiscal year. The (Covenants) restrict the maximum number of "Permanent Occupants" to occupy a living unit at two (2) and that they must be at least eighteen (18) years of age.
- N. **Renter/Sub-Lessee** - A person who sub-leases from a Member for consideration, and has the right to occupy a Member's Lot and available storage area.
- O. **Resident** - Member(s), permanent occupant(s) or Renter(s) while occupying a Lot.
- P. **Senior** - Any person fifty-five years of age or older pursuant to Housing for Older Persons Act.
- Q. **Immediate Family** - includes parents, children, grandchildren (including adoptive and step) and siblings
- R. **Sign** - a piece of paper, wood, neon, electronic etc., with words or pictures on it that gives information about something.
- S. **Flag** - a usually rectangular piece of fabric of distinctive design that is used as a symbol (as of a nation), as a signaling device, or as a decoration. Includes similar devices such as banners, pennants, streamers, air socks, balloons, inflatables, etc.

ARTICLE I - IDENTIFY

Carefree Country Club of Winter Haven, Inc. is a not-for-profit residential cooperative incorporated, pursuant to the provisions of Chapter 719, Florida Statutes. This is a 55 and older community defined by the Housing for Older Persons Act of 1995 (HOPA) under the final rules that were implemented by the Department of Housing and Urban Development (HUD) in the Federal Register dated Friday, April 2, 1999, Part IV, 24 CFR Part 100 "Implementation of the Housing for Older Persons Act". Florida Statutes 760, Part II, Fair Housing Act is also applicable to the Carefree Country Club. These Bylaws, as amended, are for the purpose of governing the cooperative community known as Carefree Country Club.

The documents governing the community are the Amended and Restated Master Form of the Ninety Nine Year Proprietary Lease on Carefree Country Club of Winter Haven recorded at Official Records Book 8612, Page 848 in the Public Records of Polk County, Florida (the "Master Proprietary Lease"), the Amendment to the Declaration of Covenants, Easements and Restrictions Carefree Country Club of Winter Haven, Inc., ("Declaration") recorded at Official Records Book 7609, Page 718 of the Public Records of Polk County, Florida, the Amended and Restated Articles of Incorporation of Carefree Country Club of Winter Haven, Inc. filed with the Department of State, Division of Corporations on April 21, 2008 ("Articles of Incorporation"), or these Bylaws all as amended from time to time (hereinafter collectively referred to as the "Governing Documents").

SECTION 1 - Corporate Office. The office of the Corporation shall be at 9705 Lake Bess Road, Winter Haven, FL 33884.

SECTION 2 - Fiscal Year. The fiscal year of the Corporation is October 1st through September 30th.

SECTION 3 - Seal. The seal of the corporation shall bear these words: "CAREFREE COUNTRY CLUB OF WINTER HAVEN, INC.", "NOT FOR PROFIT", and "FLORIDA".

ARTICLE II - LAWS OF THE STATE OF FLORIDA

Chapter 719 Florida Statutes, and all laws of the State of Florida now in effect, or that may be amended from time to time, hereafter regulating the internal administration and operation of this Corporation shall be considered incorporated by reference herein and shall control in case of any conflict with these Bylaws. All Members shall be considered as vested with all rights granted them and subject to all obligations imposed upon them as Members under the laws of the State of Florida with respect to the administration and operation of Carefree Country Club.

ARTICLE III - MEMBERSHIP MEETINGS

Roberts Rules of Order (latest edition) shall guide the conduct of all meetings when not in conflict with the Governing Documents.

SECTION 1 - Annual Membership Meeting. The annual membership meeting shall be held at the clubhouse of the Corporation, unless another location within Polk County is designated by the Board of Directors. The meeting will be held in the first three months of the calendar year. The annual membership meeting shall be for the purpose of electing directors and transacting other annual business of the Corporation. The President of the Corporation or a Member of the Corporation, designated by the President or the Vice-President in the President's absence, shall chair all meetings.

SECTION 2 - Special Meetings. Special membership meetings shall be held whenever called for by a majority of the Board of Directors. A meeting must be called by the directors upon receipt of a written request from Members representing 10% (50 voting members) of the entire membership. Only the business for which the meeting was called may be voted upon.

SECTION 3 - Notice. Notice of all membership meetings, stating the time, place, and purpose, shall be delivered in person, by electronic transmission or by U.S. mail to each voting member, unless waived in writing by the Member. The first notice for the annual election and meeting shall be mailed, delivered or electronically transmitted and posted in a conspicuous place on the Corporation Property, not less than 60 days before the election and the second notice shall be mailed, delivered or electronically transmitted and posted in a conspicuous place on the Corporation Property not more than 34 or less than 14 days before the election. The Annual Meeting Notice must incorporate a meeting agenda. Notice of all membership meetings, Annual and Special, will be mailed, delivered or electronically transmitted and posted in a conspicuous place on the Corporation Property at least 14 days prior to the meeting. Any Board meeting considering a budget shall be given at least 14 days' notice.

SECTION 4 - Quorum. Two hundred fifty-one (251) of the designated voters entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the membership.

SECTION 5 - Voting.

- A. Each membership certificate shall be entitled to one vote on each matter submitted to a vote at a meeting of the membership. Votes may be cast in person or by proxy.
- B. If a membership certificate is owned by more than one person, one of the owners shall be designated to vote the interest of the membership certificate. The designated voter shall be recorded on a certificate signed by all recorded owners. If a membership certificate is held by a corporation, a limited liability company or a trust, its president, managing member or trustee must file a Certificate that is notarized and filed with the Corporation secretary designating the person authorized to vote the membership certificate interest.

SECTION 6 - Proxies. If a proxy is used, it must be on the form provided by the Association. The proxy shall be valid only for the particular meeting and any lawful adjourned meeting thereof but in no event longer than 90 days after the date of the first meeting and must be filed with the Secretary at the time of the meeting or any adjournment of the meeting.

SECTION 7 - Adjourned (Continued) Meetings. If any meeting of the membership cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn (continue) the meeting to a time when a quorum is present.

SECTION 8 - The Order of Business. The order of business at the annual membership meetings and as far as practical at other meetings of the membership shall be:

- A. Certification of proxies and quorum determination.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading and disposing of any unapproved minutes.
- D. Officer reports.
- E. Committee reports.
- F. Unfinished business.
- G. New business.
- H. Election of directors.
- I. Adjournment

SECTION 9 - Minutes. The secretary shall keep all the minutes of all meetings of the membership and of the Board of Directors. Such minutes shall be available for inspection by Members or their authorized representatives at reasonable times.

ARTICLE IV - DIRECTORS

SECTION 1 - Indemnification. The Association shall indemnify any officer, director or committee member who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, (including any action regarding the Housing for Older Persons Act of 1995 (HOPA) by reason of the fact that he/she is or was a director, officer or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or in a manner he/she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors and committee members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

A. Defense.

To the extent that a director, officer or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

B. Advances.

Reasonable expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer or committee member to repay such amount if it shall ultimately be determined that he/she is not entitled to be indemnified by the Association as authorized by this Section. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he/she reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his/her conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

C. Miscellaneous.

The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise and shall continue as to a person who has ceased to be a director, officer or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

D. Insurance.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee or agent of the Association or a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him/her and incurred by him/her in any such capacity or arising out of his/her status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

SECTION 2 - The Board of Directors.

A. General Administration Description.

The Board of Directors shall be composed of Members. The Board of Directors is charged with the performance of all duties delegated to them by the Governing Documents and Florida law, and shall take all actions necessary to operate the Corporation, other than those actions specifically reserved to a vote of the membership. The Board of Directors may use e-mail as a means of communication but may not cast a vote on an Association matter via e-mail. All votes shall be taken at duly noticed meetings at which a quorum is present. The Board of directors, through the President, shall direct the daily operations of the Corporation by communicating decisions, policies and procedures to the CAM. Board members shall serve without compensation.

B. Number and Term.

There shall be seven (7) directors. Directors shall serve 3-year terms, which shall be staggered so that three (3) or two (2) positions expire each year.

C. Vacancies.

In the event a director's seat shall become vacant before the term has expired, the remaining directors shall appoint a Member to fill the vacancy until the next annual membership meeting. A Member shall then be elected to serve the remainder, if any, of the term. Election for the remainder of the term of the vacated seat shall follow regular election procedures as provided herein.

SECTION 3 - Elections. Directors shall be elected at the annual membership meeting. Voting will be by secret ballot, cast in person or by mail using the procedure set forth in Section 719.106(d), Florida Statutes, and the Florida Administrative Code. Candidates receiving the most votes will receive the longer terms of the open positions.

SECTION 4 - Organizational Meeting. An organizational meeting of the Board of Directors shall be scheduled no later than 15 days after the annual meeting where the directors shall elect officers by secret ballot and appoint check signers.

SECTION 5 - Regular Meetings. Regular meetings of the Board of Directors will be held in at least six (6) months of the year at such time and place as shall be determined by a majority of the directors at their first regular meeting. Notice of regular meetings shall be given to each director personally, by U. S. mail, telephone or electronic/email at least 48 hours prior to the day named for such a meeting. Notice to Members of directors' meetings shall be given by posting such notice in a conspicuous place on the Common Area at least 48 hours in advance of said meeting.

SECTION 6 - Special Meetings. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one third of the directors. Except in an emergency, not less than 48 hours' notice of the meeting shall be given personally, by U.S. Mail, telephone or electronic/email to the directors. The notice shall state the time, place and purpose of the meeting. Notice to Members of directors' meetings shall be given by posting such notice in a conspicuous place on the Common Area at least 48 hours in advance of said meeting. In an emergency, notice to directors shall be given by telephone, or in person. No posting of a notice for this type of emergency meeting shall be required. Only the business of the emergency may be handled at that meeting. Any decisions made will be ratified at the next regularly-scheduled Board meeting.

SECTION 7 - Waiver of Notice. Notice of a meeting of the Board of Directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

SECTION 8 - Quorum. A quorum at a directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by the majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Master Proprietary Lease, Articles of Incorporation, the Declaration, or these Bylaws.

SECTION 9- Directors and Committee Members not in Attendance at a Meeting. A member of the Board of Directors or a committee member may submit, in writing, his or her comments as to any action taken at a meeting that the member did not attend. Such comments may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

SECTION 10 - Adjourned (Continued) Meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting if the date, time and location of the adjourned meeting is announced at the initial meeting.

SECTION 11 - Presiding Officer. If the President is absent, the Vice-President shall preside at directors' meetings. If both the President and Vice-President are absent, the Secretary shall preside. In the event all the above are absent, the remaining directors shall designate a presiding officer for the meeting.

SECTION 12 - Order of Business. The order of business at directors' meetings shall be:

- A. Proof of due notice of meeting.
- B. Calling of the roll and quorum determination.
- C. Reading and disposal of any unapproved minutes.

- D. Reports of officers and committees.
- E. Unfinished business.
- F. New business.
- G. Adjournment.

SECTION 13 - Media Conferences. A director or a Member shall be considered as present for a regular or special meeting if he/she is in simultaneous communication by telephone conference or other media with the other directors. Such communications will be at Member's expense.

SECTION 14- Powers and Duties.

- A. As set forth above, the Board of Directors shall exercise all those powers granted to the Corporation by law, the Master Proprietary Lease, Articles of Incorporation, the Declaration and these Bylaws, subject to the approval of the membership where so required. Specific powers include, but are not limited to:
 - (1) the power to enter a one-year management contract.
 - (2) the power to enter other service contracts for one-year periods.
 - (3) the power to enter three-year public utility contracts and to enter other contracts including a bulk contract for cable television service, for terms not to exceed five years where such terms provide substantial price reduction over yearly rates. Bulk contracts for cable television service shall be treated as a common expense.
 - (4) the power to levy, charge, assess and collect fees, charges, assessments and to enforce their collection.
 - (5) the power to adopt rules and procedures and enforce the same.
- B. It shall be the duty of the Board of Directors, in addition to all those duties provided by the Declaration, the Master Proprietary Lease, the Articles of Incorporation and these Bylaws, to obtain competitive bids for services as required in Chapter 719.3026, Florida Statutes, where available and appropriate, adopt and amend the budget and assess Members at least annually in such amounts as are required to provide funds in advance for payment of operating expenses.

SECTION 15 - Removal of Directors. A director may be removed by a majority of all designated voters. Directors may be recalled following the procedures listed in Chapter 719, Florida Statutes and Section 61B-75, Florida Administrative Code.

SECTION 16 Financial Interests. A director may not vote on any issue before the Board of Directors that would affect his/her direct or indirect financial interests other than the interests he/she holds in common with all other Members. Payments made to directors or the CAM for any out-of-pocket expense must be approved by an officer of the Corporation, other than him/herself.

The Board of Directors and its appointees cannot accept any gratuity for any service or services rendered.

SECTION 17 - Member Participation. To ensure the Board's communication of its activities and encourage Member participation, all Board meetings will be open to the membership. Members may attend, but participation shall only be as provided below:

- A. Items planned for discussion will be posted as an agenda at least 48 hours prior to the Board meeting.
- B. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board of Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors.
- C. A period of time will be set aside before the beginning of the agenda items for Members to express opinions pertaining to agenda items of that meeting, limited to three minutes per Member. Members will be required to maintain a proper decorum during all meetings.

ARTICLES V - OFFICERS

SECTION 1- The Officers. The officers of the Corporation shall be a President, Vice-President, Secretary, Treasurer and such other officers as the Board of Directors may from time to time designate, all of whom shall be directors elected annually by secret ballot by the Board of Directors. The same individual may simultaneously hold the offices of Vice-President and Secretary.

Any officer may be removed peremptorily by a majority vote of the directors at any duly constituted meeting. In case of the resignation of any officer, the remaining Board of Directors will vote by secret ballot to replace that officer by a majority vote of the directors at any duly constituted meeting. There will be no succession from one office to another. Any director may be nominated for the vacant position.

SECTION 2 - The President. The President shall be the chief executive officer of the Corporation and shall take direction from the Board of Directors. He/she shall have all the powers and duties usually vested in the office of the president of a corporation, including but not limited to, directing the daily operation of the CAM, appointing committee chairs from among the membership from time to time as he/she in his/her discretion may determine appropriate to assist in the conduct of the affairs of the Corporation. The President, at his/her discretion, may dissolve a committee with approval of the Board of Directors. Committee chairpersons shall be appointed/ reappointed on a yearly basis.

SECTION 3 - The Vice-President. The Vice-President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He/she shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

SECTION 4 - The Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the membership. He/she shall attend to the giving and serving of notices requested by the President or a majority of the directors as required by law. He/she shall have custody of the seal. He/she shall keep all records of the Corporation and shall perform all duties incident to this office.

- A. Recording Secretary. The Board of Directors may, from time to time, authorize the position of recording secretary. This person will be appointed by the President. The recording secretary will perform such duties as assigned, but not be limited to, responsibilities specifically associated with the Office of Secretary. This person is not a director.

SECTION 5 - The Treasurer. The Treasurer shall have access to all property of the Corporation including funds, securities and evidences of indebtedness. He/she shall see that the books of the Corporation are kept in accordance with good accounting practices and he/she shall perform all other duties incident to this office.

- A. Assistant Treasurer/Accountant. The Board of Directors may, from time to time, authorize the position of assistant treasurer/accountant. This person will be appointed by the Board of Directors. The assistant treasurer/accountant will perform such duties as assigned by the Treasurer and approved by the Board of Directors and may include, but not limited to, responsibilities specifically associated with the Office of Treasurer. This person is not a director.

ARTICLE VI - FISCAL MANAGEMENT

The provisions for fiscal management of the Corporation set forth in the Articles of Incorporation and Declaration shall be supplemented by the following provisions:

SECTION 1 - Corporate Books. The books and records of the Corporation shall be kept in accordance with generally accepted accounting principles. The accounting records must be maintained in Florida and retained for at least seven years. The Corporation shall engage an accounting firm to comply with the financial reporting requirement set forth in Section 719.104(4), Florida Statutes. Within 90 days following the end of the fiscal, the Board of directors shall prepare and complete (or contract with a third party to prepare and complete) a financial report covering the preceding fiscal. Within 21 days after the financial report is completed by the Association or received from the third party, but no later than 120 days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

SECTION 2 - Budget. The finance committee, together with the CAM and the Board Treasurer, will prepare a recommended budget. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including if applicable, but not limited to, those expenses listed in Chapter 719, Florida Statutes. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost and for any other items for which the deferred maintenance expense or replacement cost exceeds \$5000. A notice of all meetings of the finance committee, including a statement that assessments will be considered, shall be posted in a conspicuous place upon the Association property at least 48 continuous hours before the meeting. Such meetings shall be open to all Members.

The committee's recommendations and a separate report by the CAM with any proposed modifications to the committee's report will be delivered to the Board of Directors for consideration. The Board shall consider the budget at a properly noticed Board Meeting, as set forth below.

A copy of the proposed budget will be delivered by U.S. mail, hand delivery or by electronic transmission to each voting member not less than fourteen (14) days prior to the Board meeting at which it is to be considered, together with a notice of the time and place of the meeting.

Evidence of compliance with this fourteen (14) day notice must be made by an affidavit executed by an officer of the Corporation or the CAM or other person providing notice of the

meeting and filed among the official records of the Corporation. The meeting must be open to the Members.

The Board of Directors may consider special assessments at any meeting provided notice of such meeting is mailed, delivered or electronically transmitted to the Members and posted conspicuously on Common Area not less than fourteen (14) days prior to the meeting. The specific purpose of the special assessment shall be set forth in the notice. Special assessments must receive approval of two-thirds of the Members voting in person or by proxy.

Funds collected pursuant to a special assessment may only be used for the specific purpose or purposes included on the notice. Any funds remaining after the completion are to be considered common surplus. Excesses in the budget for a fiscal year shall be applied to reduce assessments for the succeeding year, applied to reserves or may be distributed to the Members.

SECTION 3 - Fiscal Management Reserve Funds. Any interest accruing on reserves shall remain in the reserve accounts and the reserves shall be used only for authorized expenditures unless their use for other purposes is approved, in advance, by a vote of the majority of the voting interests, present and voting in person or by limited proxy at a duly called meeting of the Corporation.

The Corporation collects reserve and operating funds as a single payment and the reserve portion of the payment must be transferred to a separate account, or accounts, within 30 calendar days from the date such funds were deposited.

All funds shall be maintained separately in the Corporation's name. Reserve and operating funds of the Corporation shall not be co-mingled unless combined for investment purposes. Such funds must be accounted for separately and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined account.

The depositories of the Corporation shall be federally insured commercial banks (FDIC) and brokerage firms with securities investor protection corporation membership (SIPC) as designated from time to time by the board of directors. The corporation may invest in U.S. government securities with a fixed known maturity date. Such investments must receive approval at the Board of Directors' meeting.

SECTION 4 - Assessments. Notice of assessments against the Members for their share of the items in the budget will be made 30 days in advance of the fiscal year to which they apply. The assessments will be due and payable in advance. If an annual assessment has not been levied as required, the assessment will be presumed to have been levied in the amount of the last prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended by the Board of Directors.

SECTION 5- Proration of Assessments. Members will be liable for 1/500 of the total annual assessment for each certificate held.

SECTION 6 - Default for Nonpayment of Assessments. To establish an assessment collection policy, the Corporation will send the first notification letter five days after the account is overdue. This procedure will be communicated to all Members and uniformly applied.

Assessments, which are not paid when due, will bear interest at the rate established by the Board of Directors. This rate may not exceed the rate allowed by law. If no rate is provided, interest shall accrue at the rate of 18 percent per year. Additionally, the Corporation will levy an administrative late fee in an amount not to exceed five percent (5%) of the quarterly assessment

amount. When the assessments are received by the Corporation, the payment received is first applied to the interest accrued, second, to any administrative late fee, next to the cost and reasonable attorney's fees incurred in the collection and, finally, to the amount of the assessment which is delinquent. In addition to the above internal methods of collecting delinquent accounts, the Corporation will file a claim of lien for non-payment of assessments, including interest and reasonable costs and attorney's fees incurred by the Corporation in the collection of assessments or enforcement of the lien.

When assessments become 30 days delinquent, the Corporation will notify the Member that a lien will be filed if the assessments are not paid within 30 additional days. The lien will include any additional assessment payments due at the time of filing. The lien shall also secure all late charges, interest, costs of collection including reasonable attorney's fees and all assessments which become due and payable until payment in full of same. The Corporation will institute a suit for foreclosure within 30 days after a lien is filed if the assessments remain unpaid. The Corporation has a right to bid on the Lot at the foreclosure sale and to acquire and hold, lease, mortgage or convey it. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing them.

ARTICLE VII - LOTS

Carefree Country Club is composed of 500 "Lots." Each Lot consists of a membership in Carefree Country Club of Winter Haven, Inc. representing an undivided 1/500 share in its assets, together with its appurtenant proprietary lease to a particular Lot. Evidence of membership, including a legal description of each Lot must be recorded in the form of a "Proprietary Lease" in the Public Records of Polk County, Florida.

ARTICLE VIII - MEMBERSHIP CERTIFICATES AND PROPRIETARY LEASE

SECTION 1 - Proprietary Lease. A total of 500 membership certificates have been issued in conjunction with their 500 proprietary leases as appurtenances to the 500 Lots. A Master Proprietary Lease, which is recorded in the Public Records of Polk County, Florida, is on file at the corporate office located in Carefree Country Club. Each Member will receive a copy of this Master Proprietary Lease for their personal file. Appurtenant proprietary lease assignments will be made by a "Proprietary Lease".

SECTION 2 - Registration. The Corporation will maintain a register of membership certificates and proprietary leases. Properly endorsed membership certificates and proprietary leases executed between seller (assignor) and the buyer (assignee) are required prior to transfer of ownership of a Lot. The Corporation will recognize no other interests other than those membership certificates and proprietary leases included in this register.

SECTION 3 - Mortgages and Liens. The Corporation shall have a first lien on its membership certificates and the appurtenant proprietary lease registered in the name of each Member for debts due the Corporation by such Member.

SECTION 4 - Transfer Fees. The Corporation will charge a fee in connection with the sale, mortgage, lease, sublease or other transfer of a Living Unit. The fee shall be preset by the Board of Directors not to exceed the amount authorized by Chapter 719, Florida Statutes, as amended from time to time. However, if a lease or sublease is a renewal of a lease or sublease with the same Lessee or Sub-lessee, no charge shall be made.

ARTICLE IX - COMPLIANCE WITH GOVERNING DOCUMENTS

SECTION 1 - Members. The Corporation and each Member shall be governed by and shall comply with the Governing Documents. Serious or repeated violations of a nature as to be determined by the CAM, will be referred to the Board of Directors by the CAM.

- A. Rule Violations - Complaints relating to Governing Document violations will be made in writing, signed and submitted to the CAM. The complainant's name will not be disclosed without his/her permission. The CAM will respond in writing to the complainant as to the action taken or why no action was required. An individual who wishes to carry a complaint beyond the CAM's level will lose his/her anonymity.
- B. Any member not satisfied with the CAM's action may have the complaint reviewed by the violations appeal committee, which will be appointed by the Board, consisting of Members unrelated to the Board or Member in violation. In addition, the Member has the right to appeal the committee's determination to the Board of Directors.
- C. Fines - The Corporation may levy reasonable fines against Members for failure of the Member, his invitee or Sub-lessee to comply with any Governing Document. No fine shall exceed the amount authorized by the Chapter 719, Florida Statutes, as amended from time to time. The party against whom a fine is sought to be levied will be afforded an opportunity of a hearing before a committee of other Members appointed by the Board of Directors after notice of not less than 14 days.

The party against whom the fine may be levied shall have an opportunity to respond to present evidence, and to provide written and/or oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Board of Directors.

Any fine imposed will be by a vote of the Board of Directors. A director may not vote on his/her own alleged violations.

If the committee does not confirm the recommended fine, a fine cannot be levied.

The Corporation will be entitled to reasonable interest, costs and attorney fees incurred incident to the collection of fines.

This same procedure shall be followed for the suspension of the right to use the Common Areas.

SECTION 2 - Sub-lessees and Guests. All persons in the Park are subject to the Governing Documents. Persons not registered as in residence may be removed from the Park with no advance notice if they violate the Governing Documents or commit any disorderly or unlawful acts.

Sub-lessees and Guests in residence may be evicted for Governing Document violations after being given at least 24 hours written notice. The Corporation's right to remove or evict persons from the Park has priority over any agreement between a Member and their Sub-lessee or guest.

All persons legally residing in a Member's Living Unit while the Member is not in residence will sign an agreement to comply with the Governing Documents as part of the registration process. The form of the agreement will be determined by the Board of Directors and will contain the Corporation's right to evict Sub-lessees or Guests.

ARTICLE X - ADMINISTRATIVE RULES

Before the Board has a meeting to consider a rule regarding Living Unit use or amendments thereto, a separate written notice must be mailed, delivered or electronically transmitted to the Members and posted conspicuously on the Common Area not less than 14 days prior to the meeting. This procedure must be followed to ensure such rule is valid. Only the Board of Directors shall adopt rules and amend them from time to time upon majority vote of the directors.

ARTICLE XI- CORPORATION PROPERTY/Common Area

SECTION 1 - Transfer, Mortgage, Purchase, etc. of Common Area.

- A. The real property belonging to the Corporation shall not be sold, leased, exchanged or mortgaged without an approval of at least 75% of the votes cast at a Members' meeting by the Designated Voters, in person or by proxy.
- B. No additional real property shall be purchased, added, or leased by the Corporation without approval of at least 75% of the votes cast at a Members' Meeting by the Designated Voters, in person or by proxy

SECTION 2 - Wetlands Areas. No owner of a Lot within Carefree Country Club may construct or maintain any building, residence or structure or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Brooksville Regulation Department.

ARTICLE XII - UNIT USE GENERAL

SECTION 1 - Members, Renters and Guest Responsibilities.

- A. Registration and Identification
 - 1. Immediate family members are permitted to reside in the Member's Living Unit for up to fourteen (14) days during the fiscal year when the Member is not in residence. Advance notice and registration by the Members to the office is required in writing, with dates, number of people, and ages. Immediate family members must include an Adult at least 21 years of age when in residence. No registration fee is required. These family members have the same status as Guests. Any exceptions to the above must be approved by the CAM in advance of arrival.
 - 2. The limit of a stay for an overnight Guest is fourteen (14) days in the Park during the fiscal year (October 1 - September 30). Any exception must be approved by Management. An exception includes, but is not limited to, a Permanent Occupant.
 - 3. Members are responsible for any violation of the Governing Documents or damage to Common Area by family members. Members can be subject to fines and suspension of use rights in accordance with procedures outlined in Article IX.

- B. Subleasing of Living Unit

When a Member subleases, or allows others to occupy their Living Unit/Lot, that Member relinquishes all use rights in the Common Area available for use generally by

the Members and the Member does not have such rights except as a Guest.

1. Members' responsibilities regarding Renter Occupancy

- a. No sub subleasing will be permitted.
- b. A Lot may be rented a maximum of two times during the fiscal year (October 1 to September 30).
- c. A rental agreement may not extend beyond 12 months or less than 30 days.
- d. Provide a signed rental agreement and registration fee, if applicable, to the corporate office at least 14 days in advance of Renter's arrival.
- e. Verify a Renter's compliance with housing for older person regulations regarding age restriction.
- f. Instruct Renters to register at office, obtain and sign a copy of the rules and regulations, supply age verification and complete the orientation process.
- g. Members are responsible for any violation of the Governing Documents or damage to Common Area by Renters. Members and Renters can be subject to fines and suspension of use rights, in accordance with procedures outlined in Article IX.
- h. A person who is not a Member (an outside Renter) is only allowed to rent a maximum of five (5) Rental Seasons, regardless of who they rent from (a Rental Season is defined as October 1 - September 30) in Carefree Country Club, regardless of the duration of the rental periods within the Rental Season.

2. Member's Responsibilities' regarding Guest Occupancy

- a. Register guests with the office giving date of arrival and dates of departure.
- b. Make guests aware of the Governing Documents that govern the use of the Park. Members and Guests may be subject to fines and suspension of use rights in accordance with procedures as outlined in Article IX.

3. Renter Responsibilities

- a. A Renter must conform to all rules in the Governing Documents.
- b. A Renter in residence who violates the Governing Documents may be evicted after being given 24 hours written notice from the CAM's office.
- c. Renters must conform to occupancy regulations of one person at least 55 years of age and must provide age verification.
- d. Renter's Guests may not stay more than fourteen (14) days in a fiscal year (October 1 to September 30).

SECTION 2 - Sewer and Water Line Maintenance.

- A. If a sewer becomes clogged between a Lot and the main line, the expense will be the Member's. If the Corporation is required to clean the sewer, Management has the right to complete repairs at Member's expense.
- B. The Corporation will have the responsibility to maintain all water lines up to and including the first stop valve at each Lot. All Lot water lines beyond the first stop valves are the responsibility of the Member.

SECTION 3 - Lot Access.

- A. The corporation reserves the right to access all Lots to repair or prevent damage to said Lots. Such access will be during normal working hours except in an emergency.
- B. When leaving a Lot for an extended period of time, from a week up to several months or more, Members must be positive no loose items are left outside. Items must be placed in a Members home or utility shed. Automobile storage is permitted on a driveway or under the patio roof during the off-season.

SECTION 4 - Irrigation and Electricity. Water conservation is vital to the preservation of our Park and to the well-being of our residents.

- A. Automatic rain shut-offs are required for all Living Unit sprinkler systems.
- B. Automatic lawn sprinklers are required at all Lots. Water timers are set by Association employees or contractors and not to be changed by residents.
- C. Electricity and water to lawn sprinklers must be on at all times.
- D. Lot lamp posts must be operational at all times. These fixtures must emit the equivalent of 800 lumens.
- E. Each Lot must have a separate water shut-off valve to the Living Unit and to the irrigation system.

SECTION 5 Parking, Vehicles and Safety.

- A. All motor vehicles, including golf carts, are to be parked on a Member's driveway or at the mailbox parking area (maximum 72 hours at mailboxes). No motor vehicles shall be parked on a lawn of a Living Unit. Further, no motor vehicles shall be parked anywhere on the Common Areas, except where posted. All vehicles will display the Member's Lot number.
- B. No one is permitted to use motor vehicles and RV's for living or sleeping quarters while parked in the above areas.
- C. Street parking is allowed for loading and unloading up to 24 consecutive hours within a one (1) week time period.
- D. No parking in the driveway of another Lot is allowed without the express permission of the owner.
- E. No unsightly, extensively damaged, or unlicensed vehicles will be allowed.
- F. No trailers, car caddies, boats or boat trailers will be allowed on a Lot, except for short periods (24 consecutive hours within a one (1) week time period) for loading and unloading.
- G. Corner Lots with direct side access to the street may have rear Lot driveways.

SECTION 6 - Recreational Facilities.

- A. The recreational facilities of the Park are primarily for the use and enjoyment of the residents.
- B. The use of such facilities by Guests may be limited, from time to time.

SECTION 7 - Business Activities. In accordance with the Declaration, Article IV, Section 5, no commercial activity of any kind, whatsoever, shall be conducted on or from any Lot. However, a service activity may be allowed, providing it meets the following criteria:

- A. It must be of a non-commercial nature (no sale of merchandise).
- B. It must be a personal service extended by a Member to a Member only.
- C. The activity may not involve the use of Common Area.
- D. It may not be publicly advertised.
- E. The services offered must be approved by the CAM.

SECTION 8 Flags, Signs and Notices.

- A. The BOD or CAM has the authority to display any signs or flags deemed to be necessary for the operation or enhancement of the park. With the permission of the BOD or CAM, committees may post signs and flags. Some examples that the BOD or CAM may authorize are street signs, traffic signs, pool signs, event signs, rule signs, informational signs, safety signs, for sale signs, security signs, pest control signs, etc.
- B. Members are permitted to display signs/flags with restrictions as noted:
 - 1. Personal "For Sale" or "For Rent" signs may be posted on the community bulletin boards provided for that purpose in the club house, mail boxes or golf center. You must follow the rules posted for those bulletin boards. Personal "For Sale" or "For Rent" signs may not be displayed at any other location.
 - 2. One lamp post sign per lot bearing the name(s) of the Members(s) and the lot number is permitted but is not required. It shall not exceed 14" X 24" in size.
 - 3. US flags, US military & service flags, state flags and flags of other nations may be flown on their lot if flown by US and Florida State flag codes.
 - 4. Signs and messages may be posted on community bulletin boards if they conform to the rules of those bulletin boards.
 - 5. Garden decoration signs/flags/engraved stones and welcome mats on Member's lots are permitted unless restricted by the BOD or CAM.
 - 6. Holiday signs/flags may be displayed during holiday seasons determined by the BOD or CAM.
 - 7. Professional and collegiate team flags may be flown.
 - 8. Members may have no more than one in ground flag pole on their lot. In the ground flag poles on Member's lots may not exceed 20 feet in height. Members may have no more than one "wall mount" flag pole of a maximum length of 6 feet suspended from their home, shed, tree or other structure.
 - 9. The maximum size of any flag on any member's lot is 3' X 5'.
 - 10. One contractor sign (maximum size 6 sq. ft.) may be placed on a lot during a construction project for a maximum of two weeks. Additional time may be granted by the CAM.
 - 11. Political signs or flags may not be displayed at any time.
- C. Except as noted in sections A and B above, the posting of any sign or flag on the exterior of a unit or on a lot is prohibited. The posting of any sign or flag on trees, light posts, telephone poles, etc. on any common area in the community is strictly prohibited.

SECTION 9 - Pets.

- A. Cats, birds and dogs only are allowed. No more than two (2) dogs per Lot or three (3) pets in total. Proof of up-to-date rabies vaccination is required
- B. Pick up after your pet(s). This includes both private Lots and Common Area.
- C. Dogs and cats must be leashed at all times when out of doors - except when a dog is in the Carefree off leash dog park.
- D. Do not allow dogs and cats to walk on lawns and gardens of others.
- E. Annoying, aggressive or dangerous dogs, as defined by Polk County, are not allowed.

SECTION 10 - Solicitation. Selling, soliciting or peddling within the Park is permitted only with the prior consent of the CAM. A Member has the right to canvass as permitted by Florida Statute, Section 723.054(3).

ARTICLE XIII UNIT USE - LIVING UNIT - CONSTRUCTION, MAINTENANCE AND RESTRICTIONS

All construction must conform to Polk County building codes and Carefree Country Club Bylaws.

SECTION -1 Specification for Living Units/Sheds on the Lot.

- A. Permits: It is the Member's responsibility to ensure that the required permits are obtained from Carefree Management and Polk County before any of the following actions are taken. Check with the Carefree office to determine which permits are applicable. All permits must be clearly displayed in the front window of the living unit through final inspection by both Polk County and Carefree Management.
 - 1. Before moving any manufactured Living Unit or shed into the Park.
 - 2. Before beginning any exterior construction work.
 - 3. Before installing or modifying any plumbing, heating/cooling or electrical system.
 - 4. Before movement of a Living Unit or shed from one lot to another or out of the Park and before disassembly of a Living Unit.
 - 5. Before moving an existing shed to a new location on the lot.
- B. Plans: Two sets of plans showing length, width, perimeter roof lines and height must be submitted to Management for approval before county permits are obtained. A plot plan indicating location of Living Unit and other improvements on the Lot must be included. The plans must be signed by the Member, the contractor and Management before construction is started. Any changes to the original plans must be resubmitted for approval. The Association retains the right to require removal of any unauthorized construction.
- C. Types of Living Units Permitted:
 - 1. A double-wide mobile home cannot exceed a box size of 36 feet in length and 24 feet in width (36' x 24').
 - 2. A single-wide mobile home cannot exceed a box size of 36 feet in length and 14 feet in width (36' x 14').
 - 3. Only one RV (Motor Home, travel trailer, 5th Wheel) is permitted as a Living Unit on a

Lot. All other RVs must be stored in the designated storage lot or arrangements must be made outside of the park for storage.

D. General Living Unit Specifications:

1. A Lot-built Living Unit, not to exceed 36 feet in length and 12 feet in width may be attached to single-wide mobile homes. This combination may not exceed a box size of 24 feet in width and a maximum box area of 864 square feet.
2. No Living Unit may exceed a height of 16 feet from the highest point of the grade to the roof peak.
3. Outside doors may not be on the side of the Living Unit that requires a two-foot setback (the utility side).

E. Roof Overhang: The roof overhang may not exceed a maximum of 16 inches, front, back and sides, including the gutter.

F. Construction Requirements: All structural exterior work must be properly permitted and inspected by Carefree Management and Polk County.

G. Setup Requirements:

1. Management must be notified at least two (2) working days prior to bringing a Living Unit, which is permitted as set forth above, into the Park. The form "Notification of Living Unit Entering the Park" must be completed.
2. Management must approve location of a living unit, shed or Florida room to determine if it is within required Setbacks before a structure is placed on the Lot.

SECTION 2 - General Rules Regarding Construction

A. Setback Requirements - Areas in which no construction may take place.

1. From the front lot line to Living Unit, except porches and steps, 23 feet measured from the Living Unit corner nearest to the front lot line.
2. From utility side lot line. 2 feet
3. From patio side lot line, except porches or decks and steps. 8 feet
4. From rear lot line - storage shed and cement work 2 feet
5. From rear lot line - Living Unit..... 12 feet
6. Side streets to improvements - corner Lots..... 5 feet
7. Distance between Living Units 10 feet
8. Distance between storage buildings 4 feet
9. Sidewalks - from side lot lines..... 2 feet
10. Patio cover post from rear lot line 5 feet

B. Lot Lines - Lot lines must be verified by trained employee(s) of the Association before any construction may take place and construction inspected by the same employee(s) within two (2) week(s) of completion.

C. Exceptions to Setback - All improvements must be within lot lines but the following may intrude into the setbacks:

1. Artificial fireplaces extending 1 foot or less from a Living Unit.
2. Air conditioning on utility side or rear of a Living Unit.
3. No planter may extend into the front setback more than 2 feet.
4. Steps on the side entrance of the Living Unit, not to exceed 6 feet by 10 feet, are

permitted to intrude no more than 6 feet into the 8-foot setback.

SECTION 3 - Improvements - Limitation and Specifications.

- A. Porous Area - A minimum of 35 percent of each Lot must be covered by grass, shrubs, and flowerbeds or like porous areas. Areas covered by concrete or any form of constructions (including the living unit) are not porous. Rock, patio blocks and bricks are considered porous if they are not cemented in place or underlaid by vinyl or plastic sheeting.
- B. Skirting - All Living Units of permanent nature must be skirted within 60 days of delivery.
- C. Front Porches or Decks and Steps - Whether located on the front or side of the Living Unit porches or decks and steps must abut the home, be at floor level or below, extend no more than 6 feet from the Living Unit and be no more than 10 feet wide. The dimensions include facing. If located on the front of Living Unit, the porch or deck and any front steps must be located so a driveway of at least 10 feet wide by 21 feet long remains. If located on the side of the living unit, the steps and porch or deck must be in compliance with Article XIII, Section 2(C) (4) above.
- D. Porch, Patio, Deck and Step Railings - Only vertical see-through railings are allowed. If the Porch, Patio, Deck or Step is more than 2 feet above grade the railing must be at least 36 inches but no more than 42 inches in height. Railing spindles must be no more than 4 inches apart and be of at least 50 percent open design.
- E. Window Awnings Including Hurricane Awnings - Awning size can be window height or less. Awnings cannot extend more than 48 inches from the basic structure. Awnings must be installed in accordance with Polk County Building Code.
- F. Decks, Porches and Patios - Concrete, composite or wooden patio decks must meet county setbacks and setbacks required by the Carefree Governing Documents. Rear decks may be level or below at rear entries.
- G. Storage Sheds - Sheds must have rustproof metal or vinyl siding and be of approved design, either manufactured or Lot built (see office for details). Only one shed may be installed per Lot and located as approved by Carefree Management and Polk County. Allowable shed size may not exceed 125 inches wide, 125 inches deep and 9 feet high or a maximum of 108 square feet with one side being at least 8 feet (96 inches). A roof overhang of up to 8 inches is allowed. No upright, stand-alone or attachment of storage containers to the shed is permitted. Any replacement or relocation of a shed shall conform to the side and rear setbacks based on current lot lines. Sheds must be securely attached to the ground in accordance with Polk County building codes.
- H. A storage box only large enough to store a golf cart battery charger is acceptable in the front of the Living Unit. In addition, one storage box in the rear of the Living Unit, not to exceed 56 inches long, 30 inches wide and 24 inches high is permitted.
- I. Debris - Contractors are not allowed to store or leave potentially dangerous construction material on the Lot during setup or construction. It is the responsibility of the Member to see that removal of debris and construction materials is done daily. Management has the right to remove the materials at the expense of the Member or contractor if Management feels there is potential for a dangerous situation.
- J. Hitches - Removable hitches must be stored under the Living Unit or removed from the

Park.

K. Decorative Fencing.

1. Most Park services such as electric, water, telephone and cable services are buried along lot lines. The repair of such services due to problems caused by fencing, trees or hedges within 2 feet of the lot line is the financial responsibility of the hedge, tree, or fence owner.
2. Fencing must be shadow box design and not placed within 2 feet from the rear lot line nor exceed 72 inches in height from the ground.
3. Fences are only permitted in the rear of the Lot.
4. Enclosures are permitted around air conditioning units but may not extend more than 6 inches above the air conditioning unit nor more than a foot away from the air conditioning unit.

L. Border Plantings, Trees and Hedges.

1. Border plantings, trees and hedges must not interfere with road visibility and must be properly maintained so as not to be an eyesore or an encroachment.
2. Border hedges must be planted a minimum of 2 feet from the rear lot line and may not encroach on the adjacent Lot.
3. Rear and side border hedges may not exceed 72 inches in height from the ground.
4. Front yard border hedges are not permitted.
5. Type and location. of tree planting must be approved by Management.
6. Dead and hazardous trees must be removed. All dead branches from palm trees and other trees, etc., must be trimmed.

M. Antennas.

Maximum height for antennas is 20 feet. No receiving towers are allowed. CB and amateur radio operations are permitted as licensed by the FCC. In case of radio or television interference, the parties involved should cooperate with the FCC and cable TV company, if cable TV is involved, to resolve the problem. In difficult cases, the operator may be required to observe "quiet hours" on the frequency band causing the interference. The CAM must be notified of any federally licensed radio or TV transmitters being operated in the Park.

N. Satellite Dishes.

Satellite dishes up to 39.37 inches/1 meter in diameter are permitted. If possible, satellite dishes should be mounted on the back of the Living Unit on the roof end away from the street or shed roof side closest to the Living Unit whenever possible. FCC regulations will apply.

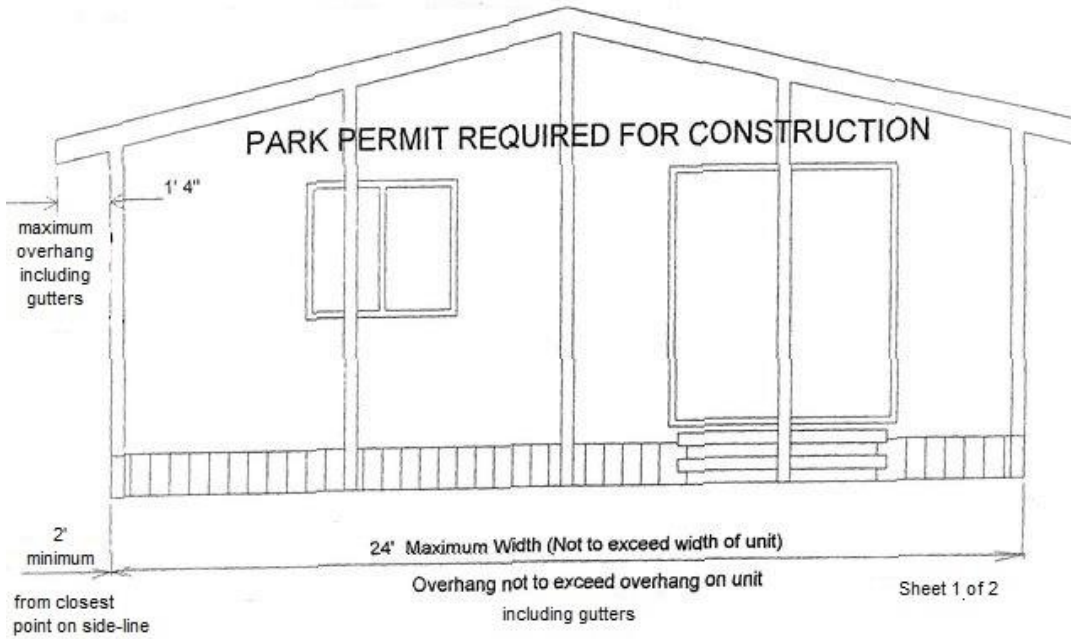
O. Patio Covers - Patio or deck covers are allowed at the rear of the Living Unit.

1. Plans must first be submitted to the Carefree Management for approval.
2. Carefree Association and Polk County permits must be obtained.
3. Patio covers can be a flat or gable design, a maximum of 12 feet in length projection. A gable patio or deck cover shall be no higher than the existing rear roof line. Construction shall comply with the requirements defined in the "Patio Cover Guidelines" that immediately follow:

PATIO COVER GUIDELINES

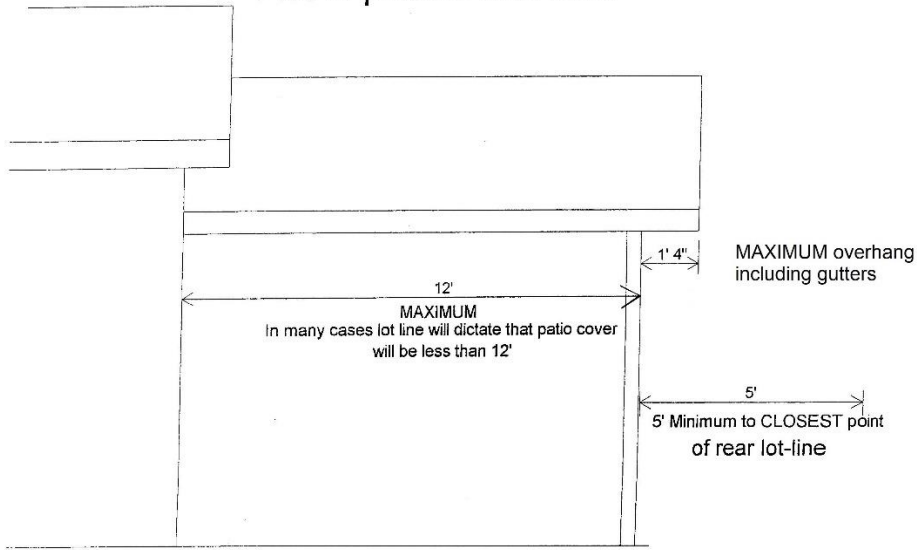
Flat or pitched roof lines

Roof line may be on the same plane or below unit roof line.
Pitched patio cover roofs must be same angle as unit roof.
(Any exceptions must be approved by BOD)



PATIO COVER GUIDELINES

Flat or pitched roof lines



Sheet 2 of 2

Version 2.0

4. A screened enclosure under the rear patio cover may be permitted under the following conditions and specifications:
 - a. The enclosure must be under the patio cover and must meet all setbacks required by Polk County and Carefree.
 - b. The materials used shall be mainly mesh screening aluminum or fiberglass with no wooden uprights permitted.
 - c. A bottom kick-plate or upper top-plate may not exceed 3 feet in total measured vertically.
 - d. The rear of the screen enclosure, including posts and mesh screen, shall conform to the 5-foot setback from the rear lot line.
 - e. The size of the screened area cannot exceed the support posts and beams which support the patio cover.
 - f. Doors are not permitted on the utility side (two-foot setback side).
 - g. Three-season (vinyl or acrylic only) windows are permitted in the screened area.
 - h. Prior to the start of construction, a permit from Carefree and Polk County approving the screened area is required with a diagram outlining dimensions and materials to be used.
 - i. Side privacy screening of a roll-up or fold-away type, attached only at the top and temporarily at the bottom is permitted. No type involving a framework or lattice panels or requiring any type of construction is allowed.
 - j. Carefree Management will oversee the construction.
 - k. No solid walls are permitted under the rear patio cover.

P. Entry Roofs.

Roofs are allowed over entry steps and doorways. They may be of gable or flat design and shall not extend more than 12 inches beyond the porch or deck platform.

SECTION 4 - Variances to Building and Grounds

- A. The Board of Directors may grant variances to the building and grounds regulations where it can be shown that the regulation in question creates a specific hardship to existing conditions.
- B. Applications for variances must be obtained from the office in Carefree Country Club. Completed applications will be referred to Management for recommendations. The request for a variance and the attached recommendations will be forwarded to the Board of Directors for final decision.

SECTION 5 - Revisions to Florida Law.

The terms of the Amended and Restated Bylaws shall comply with Chapter 719 and other Florida Statutes, as amended from time to time.

ARTICLE XIV - AMENDMENTS

SECTION 1 - Amendment Procedure. A resolution for adoption of proposed amendment of these Amended and Restated Bylaws may be proposed either by the Board of Directors of the Corporation or by the Members of the Corporation. Amendments may be proposed by the Board of Directors by majority vote at any duly noticed meeting, or by:

- A. 10% (50) or more of all Designated Voters if they petition the Board of Directors for Bylaw changes in writing.
- B. Approval of amendments will be by vote of a majority (50% plus 1) of the Members

present, in person or by limited proxy, at a duly noticed membership meeting. A copy of the proposed text will be provided to the Members along with a notice of the meeting.

- C. Notwithstanding the forgoing, Article XI can only be amended by 75% of the votes cast at Members' Meeting by the Designated Voters, in person or by proxy.

SECTION 2 - Proviso. No amendment shall discriminate against any Member or be in conflict with the Articles of Incorporation, Declaration, Master Proprietary Lease or Florida law, all as amended from time to time.

SECTION 3 - Execution and Recording. A copy of each duly adopted and certified amendment will be recorded in the Public Records of Polk County, Florida, then placed in the Corporation records.