

AMENDMENTS TO RESTRICTIONS ON REAL ESTATE AND QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GALLIMORE HOMES, INC., a Florida Corporation, by instrument dated April 7, 1983 and recorded in O.R. Book 1449, Page 1361 through 1363 imposed certain restrictions on the following described land located in Seminole County, Florida, more particularly described as:

WOODLANDS EAST, according to the Plat thereof recorded in Plat Book 27, Page 91 of the Public Records of Seminole County, Florida.

WHEREAS, Paragraph 17 of the Restrictions provided a method for the Restriction to be changed, amended or modified

AND, WHEREAS, the undersigned desire to amend and modify the restrictions,

NOW THEREFORE, in consideration of the premises, the following described owners do hereby declare said real property to be subject to the following additional restrictions, reservations and conditions, binding upon each and every person, both natural and corporate who or which shall acquire hereinafter said real property or any part thereof, or any interest in said property or any part thereof, and the respective heirs, personal representatives, successors and assigns of each and all the foregoing; said restrictions, reservations and conditions being as follows:

1. A corporation known as WOODLANDS EAST HOME OWNER'S ASSOCIATION, INC. (hereinafter "Association") has been formed and upon recording of the Articles of Incorporation and the By Laws of the Association in the Public Records of Seminole County, Florida, the said Association shall have the right to administer and enforce the provisions of these Declarations of Covenants and Restrictions as the same now exists or may hereafter from time to time be amended, and the following additional covenants and restrictions shall apply to all of the property as described on the plat filed in the Public Records of Seminole County, Florida known as Woodlands East.

A. Common Property: Common property shall mean and refer to those areas of land intended to be devoted to the common use and enjoyment of the owners of the subdivision but the term shall not include any street, road or right of way constructed or designated as such within the subdivision. The term shall specifically include "Tract A" of WOODLANDS EAST to the extent that ownership be transferred to the Association and shall include any properties which may hereafter be conveyed to or acquired by the Association. Such rights and easements of enjoyment shall be subject to the right of the Association as provided in the Articles of Incorporation and By-Laws.

B. Assessments: The undersigned, and each future owner of any lot by acceptance of a deed therefor, covenants and agrees to pay to the Association assessments or charges which may be levied by the Association pursuant to the Articles of Incorporation and By-Laws, including annual assessments and special assessments, together with such interest thereon and cost of collection as hereafter provided which shall be a charge on the land and shall be a continuing lien on the property against which such assessment is made and shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The assessments levied by the Association shall be used exclusively for the purpose of promoting the objectives of the Association in connection with the the safety and welfare of the residents of the subdivision and which, in the judgment of the Association, may be of general benefit to the owners or occupants of land included within the subdivision; such purpose may include, but not be limited to maintenance and improvement of common properties; providing security services, maintenance and beautification of entrance ways and repair and replacement of signs not maintained by government authorities; and such other action as may preserve or enhance the value of the properties in the subdivision. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any institutional first mortgage now or hereafter placed on property subject to assessment. The Subordination shall not release such property from liability for any assessments now or hereafter due and payable.

This instrument prepared by:
Frank McMillan, P. O. Box 3161
Orlando, FL 32802

Please return form to:
R Woodlands East HOA
971 Citrus Wood Court

MARYANNE MORBE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04830 PG 1827
CLERK'S # 2003085077
RECORDED 05/19/2003 03:50:10 PM
RECORDING FEES 10.50
RECORDED BY L McKinley

C. **Transfer Fee:** Any owner shall receive from the Association, upon demand and payment of a reasonable transfer fee set by the Association (the initial fee being \$25.00), a certificate in recordable form certifying the status of assessments. Said fee shall further entitle a new owner to proper registration and membership upon receipt of a recorded deed. No change of registration shall be accomplished on the records of Association until said fee has been fully paid.

C. **Enforceability:** The failure of the Association to enforce any covenant or restriction herein contained, 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. In the enforcement of any right hereunder, the Association shall be entitled to recover against the offending owner reasonable attorney's fees, whether suit be brought or not. Any matter which results in a lien arising in favor of the Association shall be enforced as follows: A written notice of intent to collect a lien shall be mailed to the owner, by certified mail, at least twenty (20) days in advance of subsequent steps hereunder. Twenty days after mailing notice of intent to collect lien, a Notice of Lien specifying the nature, amount, owner and legal description of the pertinent lot shall be recorded in the Public Records of Seminole County, Florida. A copy of such recorded Notice of Lien shall be mailed to the owner, with demand for payment of same with interest at the highest rate allowed by law at the time of recording, recording costs and any fees incurred in preparation of recording the same. If payment in full is not received by the Association within twenty (20) days of mailing the recorded lien, the Association may proceed to foreclose said lien as if the same constituted a mortgage, such lien to include all cost of such foreclosure, including reasonable attorney's fees.

E. **Notices:** Any notice required to be sent to any member or owner under the provisions of these declarations shall be deemed to have been properly sent when mailed, post paid, by certified mail, to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing.

2. The undersigned acknowledges receiving a copy of the Articles of Incorporation and By-Laws of WOODLANDS EAST, consents to becoming a member of the Association and do(es) hereby remise, release and quit claim to WOODLANDS EAST HOME OWNER'S ASSOCIATION INC. all the right, title and interest which they have in the following described property:

Tract "A" WOODLANDS EAST, according to the
Plat thereof recorded in Plat Book 27, Page 91
of the Public Records of Seminole County, Florida.

3. In the event less than seventy-five per cent (75%) of the lot owners consent to these amendments, then those owners who have consented shall constitute the Association and such lots shall be subject to these restrictions.

IN WITNESS WHEREOF, the undersigned, as owners of respective lots in WOODLANDS EAST, have caused this instrument to be executed as of the 18 day of January, ~~1985~~ 2003

Signed, sealed and delivered
in the presence of:

Edward Frack
EDWARD FRACK

Owners of Lot 26, Woodlands East

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 18 day of May, ~~1985~~ 2003 by Edward Frack and Mary.

Notary Public

Maria Vessey
Commission #CC 991643
Expires Feb. 16, 2005

Please return form to:
Woodlands East HOA
971 Citrus Wood Court