

Prepared By:
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Homeowners' Association, Inc.
4150 Jefferson Drive
St. Cloud, FL 34769

Return To:
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BY-LAWS
OF
PALAMAR OAKS VILLAGE HOMEOWNERS' ASSOCIATION, INC.
PHASE I & II

ARTICLE I

NAME AND LOCATION

The name of the corporation is PALAMAR OAKS VILLAGE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principle office of the corporation shall be located at 4150 Jefferson Drive, St. Cloud, Florida 34769 but meetings of members and directors may be held at such places within the state of Florida, County of Osceola, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to PALAMAR OAKS VILLAGE HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners including but not limited to pool, clubhouse, rights of way, retention areas and all other real property as described on the Plat as recorded in the public records of Osceola County, Florida.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to J. HUNTER CONSTRUCTION COMPANY, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Clerk of the Circuit Court, Osceola County, Florida.

Section 8. "Member" shall mean and refer to every owner of a lot which is subject to assessment, (and every owner of lot/home must be recorded in the Osceola County Tax Office).

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members was held in November, 1986, and subsequent regular annual meetings of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M.. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President, The Board of Directors or upon written request of one-fourth (1/4) or more of the members.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. Each proxy shall show the date, property address and unit number and signed by the Homeowner and/or the person holding a Power of Attorney. Proxies must state the date, time and place of the meeting for which it was given and automatically expires ninety (90) days after the date of the meeting for which it was originally given. Directors and committee members may not vote by proxy at their respective meetings.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

⁵Section 1. Number. The affairs of this Association shall be managed by a Board of ~~nine~~ ^{FIVE} (9) directors, who shall be owners of lots and paying assessments. ^{REVISED}

Section 2. Term of Office. At the first annual meeting the members shall elect ~~three directors for a term of one year, three directors for a term of two years and three directors for a term of three years,~~ and at each annual meeting thereafter the members shall elect three directors for a term of three years. ^{Revised}

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the un-expired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall be appointed by the Board of Directors sixty (60) days prior to the annual meeting, to serve until they give their report at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The Board of Directors must be elected by a plurality of the votes cast by eligible voters. Directors elected at the annual meeting shall serve from the date of the election for the three (3) year term they were elected to, to the date of the annual meeting three (3) years hence, or the term elected to.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held on the first (1st.) Tuesday of each month at 7:00 o'clock PM in the village clubhouse unless a notice is posted otherwise. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next Tuesday that is not a legal holiday.

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

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to describe their duties.

Section 2. Duties. It shall be the duties of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) cause the exterior of the dwellings to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be President, Vice-President, Secretary and Treasurer, who shall at all times be members of the Board of Directors, and such other officers the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board, shall sign all checks and promissory notes.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws with recommendation presented to the Board. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE XI

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. All owners shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE XII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned with the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, 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 personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Five Hundred Seventy Six (\$576.00) dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) Annual assessments are payable in twelve (12) equal monthly payments and are due the first of each month, in advance. All lots and units are subject to the assessments of the Association whether vacant or occupied.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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 construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. The special assessment approved by the Association is due and payable as specified in each assessment, not to exceed one hundred and twenty (120) days. Any owner in default ten (10) days after the one hundred and twenty (120) days shall have a lien filed against the property which will include the assessments, interest charges, court costs and reasonable attorney's fees.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. Any new owner will be assessed the adjusted amount according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum and a late payment charge of ten percent (10%) will be added to that monthly delinquent payment. All monthly assessments are due on the first (1st.) of the month, and if not paid by the tenth (10th.) of the month, are delinquent. The Board of Directors will immediately take action to collect or take action through the courts without notice to the delinquent Homeowner on the first (1st.) day of the delinquency. All costs incurred by the Homeowners' Association to collect a delinquent assessment fee shall be added to and become part of the assessment to which such lot is subject. The Board of Directors are not required to remind a delinquent Homeowner of their Homeowner Assessment fee responsibility. If an owner finds there will be a problem to pay this assessment by the tenth (10th.) of the month due to an emergency, the Board must be notified in writing of the facts by the Homeowner. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. A first (1st.) mortgage, upon request, is entitled to written notification from the Association of any default in the payment of any assessment which is not cured within sixty (60) days.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first (1st.) mortgage. Sale or transfer of any Lot shall not effect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE XIII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principle office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) 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 property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVI

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first (1st.) day of January and end on the thirty first (31st.) day of December every year, except that the first (1st.) fiscal year shall begin on the date of incorporation.

Section 2. Fences. No fences of any type will be permitted on Homeowners' lots except those that were installed by the developer at the beginning of the Village. (i.e. 1132 Monroe Avenue and 4045 Jefferson Drive).

Section 3. Clothes Lines. The installation and use of clotheslines in the Village lots is prohibited. (Exterior area).

Section 4. Awnings, Shutters and Other Home Attachments. No awnings, canopies, shutters, iron grill work, air conditioners or other projections shall be attached or affixed to the exterior of a village home unless approval has been received from the Board of Directors, which approval shall be based upon the aesthetic appearance of the properties.

Section 5. Signs. No commercial signs, or other signs shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the Board of Directors, or except as may be required by legal proceedings, it being understood that permission will not be provided for said signs unless their erection is reasonably necessary to avert serious hardship to the Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Dwelling Unit is for sale or lease, provided that such signs are not illuminated and do not exceed four (4) square feet and a parcel owner may also display a sign of reasonable size provided by a contractor for security services within ten (10) feet of any entrance to the home; However, the Associations' Board of Directors shall have the right to restrict size and content of such signs. Political signs and the time they can be displayed are permitted as stated in the city, county and state election laws. The Associations' Board of Directors shall have the right to restrict the location of any sign.

Section 6. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist on any lot, nor shall anything be done or permitted to exist on any lot that may be or may become an annoyance or private nuisance. No noise, music or other sounds, or conduct or attire (or lack of) will be permitted at any time which may disturb or annoy other persons. No lot, driveway or Common Area shall be used for the purpose of vehicle repair or maintenance.

Section 7. Pets. No animals, livestock or poultry of any kind, other than common traditional domesticated house pets (i.e. dogs, cats, fish and caged birds), shall be kept by an Owner or his family members, guests, invitees, or lessees, provided, however, that (a) no animal whatsoever may be kept or maintained for commercial purposes and (b) no animal which become an unreasonable nuisance or annoyance to other Owners or Residents shall be permitted to remain on any portion of the properties and the owner or occupant covenants with the Association to promptly comply with any order to remove a pet; and (c) dogs shall be kept on a leash and attended at all times when outside in accordance with the governing animal control leash laws and pets may not be tied, chained or otherwise re-strained to buildings, fences, etc.; (d) Owners of pets shall be responsible for removing pet waste of their pets from the Common Area and other unit lots; and (e) there shall be no more than two (2) pets in a unit.

Section 8. Antenna and Aerials. The Board of Directors shall adopt "Rules and Regulations for Installation of Antennas and Aerials" and all "Rules and Regulations for Installation of Antennas and Aerials" shall be adhered to.

Section 9. Playground Equipment. Unless the Association has given its prior written approval, no playground equipment shall be placed upon a Unit or within a Lot. The granting by the Association of its approval in one instance shall not affect the ability of the Board to withhold its approval in other instances for any reason whatsoever.

Section 10. Trash and Trash Receptacles. Trash and trash receptacles shall be stored internal to the Unit or Dwelling so as not to be seen from the street or surrounding property and displayed only on the evening before and the day of scheduled pickups.

Section 11. Landscaping. Tree planting(s), flower beds and shrub alterations shall comply with the original Planned Unit Development (PUD) landscaping and the Association's Board of Directors approved and/or acceptable changes and additions thereafter, and the removal, replacement and trimming of tree(s) and/or palm(s) shall comply with the requirements of all government agencies and the Association's "Rules and Regulations for Landscaping". Landscaping changes and additions shall not require additional time for our contracted lawn maintenance crews to complete their tasks. All additions and significant changes shall require Board approval and a sketch and plan shall be submitted with the request. Landscaping changes to any POV Common Area is not permitted unless approved by the Association's Board of Directors. The Owner(s) will be responsible for the cost of repairing any damage to underground utilities that occurs during the planting of trees, shrubs, etc. In the event an Owner(s) of any Lot in the properties shall fail to comply or maintain the landscaping on the premises in a manner that is satisfactory to the Association's Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to restore the landscaping to comply with the conditions above. All costs incurred by the Association to bring a parcel in compliance with the above conditions shall be added to and become part of the monthly assessment (reference Article XII of the By-Laws) to which such Lot is subject. The Board of Directors shall adopt "Rules and Regulations for Landscaping" and all "Rules and Regulations for Landscaping" shall be adhered to.

Revised

Section 12. Lawn Sprinkler System. The lawn sprinkler system shall comply with the original Planned Unit Development (PUD) system and the Homeowners' Association Board of Directors approved changes thereafter. All changes to the lawn sprinkler system shall require the Board of Directors approval by two-thirds (2/3) vote and be performed by the sprinkler system maintenance contractor under contract with the Homeowners' Association or by a Board of Directors selected contractor. All costs for implementing a requested and approved change for a Homeowner shall be added to and become part of the monthly assessment (reference Article XII of the By-Laws) to which such Lot is subject. In the event an Owner of any Lot in the properties shall fail to comply, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to restore the lawn sprinkler system to comply with the conditions above. All costs incurred by the Homeowners' Association to bring a parcel in compliance with the above conditions shall be added to and become a part of the assessment to which such lot is subject.

Section 13. Pool and Clubhouse Usage. All posted clubhouse and swimming pool rules and regulations shall be adhered to.

Section 14. Parking. Except for automobiles, no vehicle (including but not limited to trucks, boats, boat trailers, campers, travel trailers, utility trailers, trailers, motor coaches, motor buses, sports-utility vehicles (SUVs), recreational vehicles, vans limousines, motor homes and other specialty vehicles) may be parked on the premises without prior written approval of the Board of Directors. All vehicles must be capable of being parked inside a single car garage on the premises and the garage door closed. All vehicles must be currently licensed and in good operating condition and must be parked only within spaces provided for parking. No vehicle may be parked in front of dumpsters, blocking other vehicles, on the grass, outside the boundaries of a single designated parking space, between adjoining garages, or in entrances or exits. The only trucks, vans or sport-utility vehicles (SUVs) permitted are those that meet the preceding requirements of this section and do not have a negative impact on the intent of our governing documents as determined by the Board of Directors. The preceding vehicle restrictions are not applicable to service vehicles (i.e. Healthcare Provider, Home Repair, Delivery, etc.) that are in an active process of and necessary for providing services on the premises as determined by the Board of Directors. The clubhouse and pool parking facility shall not be utilized for the parking of vehicles except for the purposes stated in the "Clubhouse and Pool Facilities Rules and Regulations". Street parking is prohibited during the hours of 12 AM (midnight) to 6 AM. Any violation of the foregoing rules will subject the vehicle to being towed without notice at the Lot Owners expense. We are not liable for any damage arising as a result of towing. You acknowledge that it is your responsibility to advise your invitees of the proper manner for the parking of their vehicles, and you further agree to determine in each case that they have complied therewith. You agree to indemnify and hold us harmless for any claims by your guests or invitees for the towing of their vehicles for violations of these rules; The cost for the repair of damage to the lawn sprinkler system and resultant restoration of the lawn, which are caused by a violation of the above parking rules, shall be added to and become part of the monthly assessment (reference Article XII of the By-Laws) to which such Lot is subject to. Towing and other charges related thereto shall also become part of the monthly assessment to which such Lot is subject. Additional parking regulations including limiting the number of vehicles which you or your guests may park on the premises, requiring the use of parking decals on vehicles and/or assigning parking spaces may be imposed. Each Lot is entitled to not more than two (2) automobile parking spaces per the Declaration of Covenants, Conditions and Restrictions: Article II Section 3).

The Board of Directors shall adopt "Rules and Regulations for Parking" and all "Rules and Regulations for Parking" shall be adhered to.

Section 15. General Lawn and Patio/Entrance Maintenance. Lawns shall be maintained free of debris. Garden hoses and hose hangers shall not be mounted on the front plane of the unit. These shall be reserved for the side or rear plane of the unit. Garden hoses shall be coiled on a hanger, placed inside the unit or stored in a manner that is satisfactory to the Board of Directors when not in use. Water hose Storage shall not interfere with lawn maintenance activities by the Association. Patios, entrances or entrance breezeways may not be used to store belongings or other debris and only appropriate potted plants and outdoor furniture are permitted as determined by the Board of Directors.

Section 16. Exterior Maintenance. The Board of Directors shall adopt "Rules and Regulations for Exterior Maintenance" and all "Rules and Regulations for Exterior Maintenance" shall be adhered to.

Section 17. Architectural Control. The Board of Directors shall adopt "Rules and Regulations for Architectural Control" and all "Rules and Regulations for Architectural Control" shall be adhered to.

Section 18. Flags. Each unit has the right to fly one (1) portable removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4 1/2 feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations. All flags not listed in this section require written approval from the association prior to display; and the installation of lawn display apparatus items, such as flag poles, require written approval from the association prior to the installation.

Section 19. Emergency Engine Generators. Emergency Engine Generators shall be stored internal to a home/unit, if maintained on the premises, and only displayed on the concrete in front of the garage door area of a home/unit during a "Hurricane Warning" or "Disaster" declared for the St. Cloud, Florida area by the National Weather Services or the Florida Governing Agencies. Display locations, other than the preceding specified location, requires written approval from the association. Emergency Engine Generators shall only be utilized when the loss of electrical power to a home/unit in the Subdivision has occurred that is unplanned and not a result of intervention by the resident(s) of a home/unit; and usage shall be terminated when the electrical power service to the home/unit has been restored.

Section 20. Propane Gas. Propane gas tanks with a capacity larger than twenty pounds (20#s) are not permitted on the premises. This prohibition shall not apply to a propane tank utilized only for an outdoor cooking grill; that will require written approval from the association when the capacity exceeds twenty pounds (20#s).

Section 21. Window Storm Protection. Window storm protection covers may be installed when a "Hurricane Warning" or "Disaster" has been issued for the St. Cloud, Florida area by the National Weather Services or the Florida Governing Agencies. Window storm protection devices shall be removed within ten (10) days after cessation of "Gale Force" winds in the Subdivision.

ARTICLE XVII

VIOLATIONS

Section 1. Fines and Penalties. The Board of Directors, after approval by two-thirds (2/3) vote, shall levy fines against any member (Owner as defined in the Covenants) for violations of the Articles of Incorporation; Declaration of Covenants, Conditions and Restrictions; and the adopted By-Laws and Rules and Regulations written to assist in implementing the same. The fine shall be reasonable (not to exceed one hundred dollars (\$100) per violation per day); not to exceed one thousand dollars (\$1000) in the aggregate unless otherwise provided in the Association's governing documents and the member shall receive fourteen (14) days notice to correct the violation before a fine is levied. An opportunity for a hearing before a committee of at least three (3) members not related to the Board or management of the Association and at least one (1) Board member will be permitted to attend upon receipt of a written request during the fourteen (14) day notice period. The committee shall be appointed by the Board of Directors and meet within five (5) days and if the committee does not approve the fine by majority vote, the Board shall abide by the committee decision. Fines shall be due on the first (1st.) day of the month after a fine has been levied and if not paid by the tenth (10th.) of the month, are delinquent. Additional fines shall be levied for a repeated violation that has been resolved or has not been resolved after a violation process has been completed. The foregoing notice and hearing does not apply to the Association Assessments. Fines and Penalties do not circumvent other specific actions in the Articles of Incorporation; Declaration of Covenants, Conditions and Restrictions; and the adopted By-Laws; but, are in addition to the actions specified therein.

Section 2. Effect of Nonpayment of Fines. Remedies of the Association. All levied fines are due on the first (1st.) of the month, and if not paid by the tenth (10th.) of the month, are delinquent. The Board of Directors will immediately take action to collect or take action through the courts without notice to the delinquent Homeowner on the first (1st.) day of the delinquency. All costs incurred by the Homeowners' Association to collect a delinquent fine shall be recoverable from the owner and will be added to and become part of the amount due to which an owner is subject. The Board of Directors is not required to remind a delinquent Homeowner of their levied fine responsibility. The Association may bring an action at law or other methods against the Owner personally obligated to pay the fine, collection costs, and resolve any cited violation. No Owner may waive or otherwise escape liability for the fine and costs provided for herein by non-use of the Common Area or abandonment of his Lot. A first (1st.) mortgage, upon request, is entitled to written notification from the Association of any default in the payment of any fine and collection costs. No sale or transfer of a lot shall relieve such owner from liability for any fines and collection costs due on the date of the sale or transfer.

ARTICLE XVIII

SEVERABILITY

Section 1. If any provision is ruled invalid, the remainder of these By-Laws shall remain in full force and effect.

ARTICLE XIX

UNIT OCCUPANCY, RENTAL/LEASE & SALE.

Section 1. **Rental/Lease Restrictions.** No Owner may lease or rent less than an entire home. Leases may not be assigned and no units may be subleased. No unit shall be leased to or occupied by more than two (2) people per-bedroom. No Owner may lease or rent for a term of less than six months. All tenants or occupants are subject to Association regulations, and the Owner(s) shall be held responsible for any and all infractions. The lease must contain a clause that indicates the tenant has received a copy of the Association governing documents with all rules and regulations. Tenants or occupants of a leased unit are entitled to use the recreation facilities only if the unit owner relinquishes his/her right to use recreational facilities for the length of the lease. It is the Owner's responsibility to insure tenant(s) and tenant's guest(s) comply with all governmental regulations. The Palamar Oaks Village is restricted to a Single Family Residence for each unit. Owner(s)/Landlord(s) shall submit a copy of the Lease Agreement along with a Tenant Information Sheet, within five (5) days of leasing their unit. Owner(s)/Landlord(s) shall submit a signed tenant confirmation of receiving a copy of the Governing Documents and Rules and Regulations. Owner(s)/Landlord(s) shall submit a background check, verification of rental history, credit check and employment verification of each tenant; and to affirm that this information is clear of any derogatory actions. The Owner(s)/Landlord(s) are responsible for any and all damages to the recreational or other common area facilities by their tenant's or their tenant's guest(s).

Section 2. **Sale of Unit.** A prospective unit owner in Palamar Oaks Village Phase I and II must be presented a disclosure summary before executing the contract for sale. The disclosure summary is mandated by the Florida Statutes. A Palamar Oaks Village Homeowner's Kit containing the Association's governing documents shall be supplied by the unit Owner, but the Association will provide a copy, upon request, at the cost specified on the Kit. An estoppel letter shall be obtained from the Association/ Manager prior to a "Sale Closing" which shall stipulate all charges for administrative, swimming pool gate key with conditions, Homeowner's Kit with conditions, Maintenance Assessment status, etc. payable to the Association and those payable to the Association Manager.

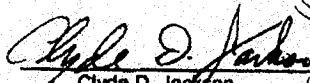
Section 3. **Occupancy.** The Palamar Oaks Village is restricted to a Single Family Residence for each unit and no unit shall be occupied by more than two (2) people per-bedroom. The number of bedrooms is defined as that stated in the Osceola County Property Appraiser's Records.


Section 4. The Board of Directors shall adopt "Rules and Regulations for Unit Occupancy, Rental/Lease & Sale" and all "Rules and Regulations for Unit Occupancy, Rental/Lease & Sale" shall be adhered to.

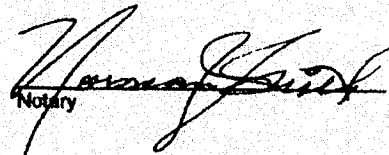
- By-Laws Amended by Association members at Annual Meeting — November 02, 1987
- By-Laws Amended by Association members at Annual Meeting — November 08, 1989
- By-Laws Amended by Association members at Special Meeting — February 20, 1990
- By-Laws Amended by Association members at Annual Meeting — November 05, 1990
- By-Laws Amended by Association members at Special Meeting — June 08, 1996
- By-Laws Amended by Association members at Annual Meeting — November 03, 1997
- By-Laws Amended by Association members at Annual Meeting — November 05, 2001
- By-Laws Amended by Association members at Annual Meeting — November 01, 2004
- By-Laws Amended by Association members at Annual Meeting — November 07, 2005
- By-Laws Amended by Association members at Special Meeting — April 17, 2006
- By-Laws Amended by Association members at Annual Meeting — November 05, 2007

State of Florida
 County of Osceola

The foregoing instrument was acknowledged before me this 30th day of November, 2007 by Clyde D. Jackson, president of the Palmar Oaks Village Homeowners' Association, Inc., on behalf of the corporation. He is personally known to me and did take an oath.


 Clyde D. Jackson
 President - Board of Directors

 **Norman J. Smith**
 Commission # DD587873
 Expires September 3, 2010
 Notary Public - Osceola Co. 407-328-7878


 Notary

This instrument was prepared by
And should be returned to:
Wonsetler & Webner, P.A.
860 North Orange Ave. Suite 135
Orlando, FL 32801
407-770-0846

CERTIFICATE OF SIX AMENDMENT TO THE BYLAWS
FOR
PALAMAR OAKS VILLAGE HOMEOWNER'S ASSOCIATION, INC.

This Certificate is verified and executed by the board of directors of PALAMAR OAKS VILLAGE HOMEOWNER'S ASSOCIATION, INC. and shall provide confirmation that the membership has elected to amend the Association's governing documents in conformity with the Association's documents, Chapters 617 and 720, Florida Statutes.

This amendment shall constitute the Six Amendment to the following existing association document:

Bylaws for Palamar Oaks Village Homeowners Association, Inc., recorded in Official Records Book 1332, Page 98, Public Records of Osceola County, Florida; and as amended by that certain amendment record at Official Records Book 14591, Page 269; and as amended by that certain amendment record at Official Records Book 1967, Page 2034; and as amended by that certain amendment record at Official Records Book 3154, Page 2027; and as amended by that certain amendment record at Official Records Book 03657; Page 2003-2017.

Article XVI, Section 14 is hereby deleted in its entirety and replaced with the following:

Section 3. Parking. Ownership of each lot shall entitle each owner to the use of not more than two (2) parking spaces. All vehicles must be currently licensed and in good operating condition and must be parked only within spaces designated for parking. Boats, boat trailers, campers, travel trailers, utility trailers, trailer, motor coaches/buses, recreational vehicles, van limousines, motor homes and other specialty vehicles are prohibited without prior written approval from the Board of Directors. Approval shall be for no more than twenty four (24) hours. Parking on the grass is prohibited. Street parking is prohibited during the hours of 12AM (midnight) and 6AM. It is the owner's responsibility to notify guests of parking rules and regulations. Any violation of the association's parking rules and regulations will subject the vehicle(s) to be towed without prior notice at the Owner's expense. The association is not liable for any damage arising as a

result of towing. The cost for the repair of damage to the lawn sprinkler system and restoration of the lawn, which are caused by the violation of the above rules and regulations, shall be added to the monthly assessment (reference Article XII of the By-Laws) to which the Lot is subject to. The clubhouse and pool parking facility shall not be utilized for the parking of vehicles except for the purpose stated in the "Clubhouse and Pool Facilities Rules and Regulations."

This Six Amendment was duly and properly adopted pursuant to the provisions of Article XV, by the affirmative vote of at least a majority of a quorum of members present in person or by proxy, with all due notice as required for a valid amendment.

These SIX AMENDMENT shall be effective upon recordation of this Certificate in the Official Records.

Executed in _____ County, Florida on this ____ day of _____, 2018

Executed By:

Palamar Oaks Village Homeowners Association,
Inc..

[Seal]
By: _____

Title: President

Attested By:

[Seal]
By: _____

Title: Secretary

Signed, sealed and delivered in the presence of the following witnesses:

Witness #1
Printed Name: _____

Witness #2
Printed Name: _____

State of Florida
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____ [President] & _____ [Secretary], respectively, of the A Palamar Oaks Village Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of that Association. They are each personally known to me or have each produced valid photographic identification. They each freely acknowledge executing and attesting to this document in the presence of two subscribing witnesses, each under oath and each duly authorized in them by the corporation as officers of the Association, and that the seal affixed thereto is the true corporate seal, and that all corporate formalities have occurred and been satisfied.

(Notary Seal)

Notary Public – State of Florida
Print Name of Notary: _____
Commission No.: _____
My Commission Expires: _____