

LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
FEBRUARY 2017 (Updated 2024)

INTRODUCTION these Rules and Regulations have been promulgated in accordance with the provisions of the Declaration and are designed to make living in Lake of the Woods pleasant and comfortable. In living together all of us have not only certain rights, but also certain obligations to other Owners and Residents. The need for Rules and Regulations arises when we are inconsiderate of the rights of others. We must realize that the restrictions we impose upon ourselves are for our mutual benefit and comfort. These Rules and Regulations have been established by the Board of Directors after careful deliberation under the authority of Article II, Section 15, and Article IV, Section 7 of the Lake of the Woods Declaration, and we ask for your cooperation and compliance.

Lake of the Woods is a Homeowners Association of townhome units considered as single family homes (fee simple).

Prohibition of Damage and Certain Activities Nothing shall be done or kept on any Lot or in the Common area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any Lot or in the Common Area, or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Properties and buildings shall be committed by any Owner or any Tenant of any Owner; and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by his/her Tenants, to the Association or other Owners. No noxious, destructive or offensive activity shall be permitted on any Lot or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Properties.

DEFINITIONS

“BOARD OF DIRECTORS” means the Board of Directors of the Homeowners Association.

“COMMON AREA” means any portion of the Property designated as such as defined by the Declaration.

“DECLARATION” means the Restated Declaration of Easements, Covenants, Conditions and Restrictions Regarding Lake of the Woods, as amended from time to time, which is recorded in the Public Records of Seminole County, Florida.

“GUEST” means any person visiting an Owner or Resident who is not himself an Owner or Resident.

“HOMEOWNERS ASSOCIATION” means Lake of the Woods Homeowners Association, Inc., a corporation not for profit, its successors and assigns, organized and existing under the laws of the State of Florida, and guided by the provisions of Florida Statutes, Chapters 617 and 720.

“LOT” means any plot of land shown upon any recorded subdivision map or plat of the Properties, together with all improvements thereon, with the exception of those portions of the land designated as “common areas.”

“OWNER” means the record Owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the property, including contract sellers, but excluding any other party holding such fee simple title merely as security for the performance of an obligation.

“PROPERTY” means that property identified as Lake of the Woods Townhouses according to the Public Records of Seminole County, Florida.

“RECREATION CENTER” means any and all recreation facilities owned or controlled by the Association including the clubhouse, pools, tennis courts, playground area and pavilion, basketball court, shuffleboard court, horse shoe pit, dock, and any other area, which may be designated a recreation facility by the Board of Directors.

“RESIDENT” means any person or Tenant who resides on the Property, whether or not he/she is an Owner.

“TENANT” means one who rents or leases a home from an Owner.

“INVITEE” means any person who is invited to use the facilities, by any Owner or Resident.

“COVENANT RUNNING WITH THE LAND” means a covenant condition and/or provision which restricts or limits property rights to land, is being annexed to the estate, and which cannot be separated from the land. The land cannot be transferred without the covenant. The “Covenants Running with the Land” not only binds the original parties, but also each successive Owner of the land.

OBLIGATIONS AND RESPONSIBILITIES

WELCOME PACKET

An Owner’s Welcome Packet has been developed to help new owners and/or tenants to familiarize themselves with the amenities, LOW governing documents, and requirements for Lake of the Woods. The Welcome Packet is distributed to new owners and/or tenants by members of the Social Sunshine Committee. This is done to:

- a. Advise new residents that Board and all committee meetings are open for all residents to attend.
- b. Inform new residents of community activities and functions and encourage their participation in all these activities.
- c. Review rules and regulations with new residents.

OWNERS, RESIDENTS, GUEST CONDUCT

Owners, Residents, or Guests shall not conduct or permit any activity which is in violation of any provision of these Rules and Regulations, the Declaration, or any ordinance, law or statute of any governmental body having jurisdiction over the Property. Each Owner is responsible for the conduct of

his/her Guests, Tenants, Family Members or any Persons residing in or visiting his/her home or the Property. Any violations of these Rules and Regulations shall be deemed a violation by the Owner, whether or not such Owner is in fact in residence at the time.

Each Owner is responsible for notifying the Association Manager whenever a change in Residents occurs in their property, whether by lease or long term or short term rental (Exhibit A).

SALE OF PROPERTY

It is the seller's responsibility to provide a Disclosure Summary to the buyer (See Exhibit B).

ENFORCEMENT

As responsible Owners and Residents, we should try to resolve differences of Rules infractions on a neighbor-to-neighbor basis. When infractions of our rules are also prohibited by Seminole County Ordinances, the Owner or Resident may call on civil authorities for assistance. Examples are ordinances pertaining to noise and animal control, violations of which can result in penalties being imposed by civil authorities. Copies of these ordinances are available in the office of the Homeowner's Association Manager.

In instances where the neighbor-to-neighbor approach or reliance on Seminole County Civil Authority does not achieve satisfactory results and in those instances where the interaction between neighbors or the use of civil authorities is not feasible, then an Owner or Resident may submit a written complaint of the rules infraction to the Homeowners Association Manager for action.

Under the terms of the Declaration, the Board of Directors may institute legal proceeding to enforce these Rules and Regulations and the provisions of the Declaration and the Board enforcing the same shall have the right to recover all costs and expenses incurred, including reasonable attorneys' fees.

Complaints submitted to the Association Manager must be in writing stating the circumstances; names of persons involved (if known and applicable), time and date, and must be signed by the person submitting the complaint. Appropriate action will be taken by the Association Manager, as an enforcement agent of the Board of Directors. No action will be taken in response to anonymous letters. If the scope of the rule infraction exceeds the enforcement authority delegated to the Association Manager by the Board of Directors, the Board will take action to resolve the complaint with assistance of legal counsel, if necessary and the costs thereof may be charged against the offending part or parties.

ENFORCEMENT POLICY REVISION

Please see Appendix A, Adopted Covenant Enforcement Policy, which has updated the process above and provides additional details related to the enforcement policy.

FINES

Failure to comply with these Rules and Regulations may result in any or all of the following actions by the Board of Directors or the Association Manager acting on their behalf: warnings, suspensions of recreation center privileges and voting rights, fines and legal proceedings being brought against the offending party or parties.

A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. These actions are applicable to Owners, Tenants, Guests, and Invitees.

NON-SUFFICIENT FUNDS CHECKS

Fees for non-sufficient funds or returned checks will be charged to Homeowners or Residents.

DELINQUENT ASSESSMENTS

Assessments are due the 1st of each month and a late fee will be charged on any assessment not received by the 10th day of the month. A late notice will be mailed for those accounts whose payments have not been received by the 10th of each month. The Association may suspend voting limits and recreation facilities use privileges of a member for the non-payment of assessments that are delinquent in excess of ninety (90) days. For additional details on the collection procedure, please see Appendix B, Violation Letter and Appendix C, Collection Policy for Lake of the Woods, HOA.

The owner account balance threshold for notification of delinquency is \$10 or more. Please see the Manager if you have any questions about a small account balance under \$25.

ADMINISTRATIVE OFFICES

The Administrative Office will be open from 8:30 A.M. to 5:00 P.M. Monday through Friday. The office will be closed on recognized legal holidays.

HOMEOWNERS ASSOCIATION MAILING ADDRESS

The mailing address for the Lake of the Woods Homeowners Association and Association Manager is as follows:

Lake of the Woods Homeowners Association
300 Carolwood Point
Fern Park, FL 32730

SECTION I GENERAL RULES

NOISE

1. No Owner, Resident, or Guest shall create any noise of such volume or duration that it will disturb others. Be considerate of your neighbor.
2. No Owner, Resident, or Guest shall operate any sound producing instrument between 10 P.M. and 8 A.M. (radios, TVs, stereo sets, organs, etc.) above conversational loudness since the sound may carry into adjacent homes.

CONDUCT OF BUSINESS

The conduct of any trade or business within the property by any Owner, Resident, Guest, or any other person which results in noise, vehicular traffic, or other disturbance is prohibited.

SPEED LIMIT

For the safety of our Residents, the speed limit in Lake of the Woods is 15 miles per hour unless otherwise posted.

GARAGE SALES, ESTATE SALES, PATIO SALES, CARPORT SALES, YARD SALES OR AUCTIONS

These sales are prohibited in Lake of the Woods.

APPEARANCE

In keeping with the desire of the Homeowners Association to maintain an attractive community it is incumbent upon each Owner to take care of those things which he does to his property that are not concealed from view and may detract from the over-all appearance. As rules pertaining to the exterior appearance seem to have become more misunderstood, more attempts are made to clarify rules by listing examples. This has led to some confusion.

To simplify matters, the Board has adopted and will enforce the following provisions:

1. No changes, alteration, additions, reconstruction, replacements, or attachments of any nature whatsoever shall be made to the exterior of any lot without Board approval. The only exception is replacement of an exact nature as to type, style and appearance of any item on the exterior of any lot or unit. The provisions of Section V of these Rules and Regulations shall also apply.
2. Nothing shall be kept, placed, stored or maintained upon the exterior of any unit without the approval of the Board. This applies to any area of the lot not enclosed.
3. No rubbish, trash, garbage or other waste material (that is not concealed from view) shall be kept or permitted on any lot.

Exceptions on an individual basis will be granted only under the most compelling of circumstances. We will continue to list examples of violations, but remember they are only examples. The best rule of thumb is that if you plan to hang it, set it, attach it, place it, plant it or change it; then you need approval from the Board.

The examples of such items which are not permitted to be displayed on any lot include but are not limited to the following:

Appliances; dead plants; artificial plants; unsightly window coverings; visible refuse; garden hoses outside of gates or fences (except as approved by the Board); bicycles; barbecue grills; toys; house numbers on gates or fences; lights on/over garage doors or carports; mailboxes on posts; initials/names (except as approved by the Board) on gates and fences; decorative ornaments; trellises, flower pots, hanging baskets or window boxes, figurines (owls, cats, birds, etc.); low in-ground lights along pathways outside of courtyards; name or number on mailbox slot; wires running across roofs (must be hidden); any signs on gates, fences or in yards (with the exception of For Sale or Security signs posted in the proper places); clothes lines visible over top of fences or visible in garages; wood or plastic edging around tree plantings. (See approved lawn edgings and plantings); screen doors across garage doors.

Open carports: Residents will be allowed to keep the following items in open carports: one (1) recycle bin, one (1) covered garbage can and one (1) neatly coiled garden hose.

Any Homeowner may display one portable, removable United States Flag or official flag of the State of Florida in a respectful manner. No flag shall be larger than 4-1/2 feet by 6 feet. It is recommended that such flag be respectfully displayed from a bracket attached to the garage or carport. One (1) flag from any of Armed Services, or POW/MIA flag may be displayed on a military holiday.

HOLIDAY DECORATIONS

Holiday	Decoration Period
Valentine's Day	February 1 st – February 17 th
St. Patrick's Day	March 3 rd – March 20 th
Easter/Passover	Two weeks prior to one week after holiday
Pride Day	June 12 th – June 28 th
July 4	June 27 th – July 7 th
Halloween	October 15 th – November 3 rd
Christmas/Hanukkah	November 22 nd – January 10 th of the following year

Artificial plants in the ground will be allowed during the Christmas and Easter period defined above. Lawn decorations are not permitted because they interfere with lawn maintenance.

“Pride Day” was added to the list of allowed holidays allowing for decorations from June 12 – June 28. Only allow flags on the flagpole that the HOA is statutorily required to allow, to allow flags representing the approved holiday to be used as decoration on other areas of the lot.

SIGNS

1. As stated in the Declarations, no Homeowner shall have a lawn sign larger than 5 square feet in size to advertise the property for sale or rent. In addition to this sign, the Owner is allowed one container for information about the property. Such container shall be no larger than 13 by 8 inches. **NO OTHER SIGNS (BROKERS' NAME PLATES, WARRANTIES, ETC.) OF ANY TYPE MAY BE ATTACHED TO THE BASIC 5 SQUARE FOOT SIGN.**
2. Security signs at homes with alarm systems must be no larger than 60 square inches in size, not to exceed 18 inches in height and must be placed within a radius of six feet (6') of the gate post. They must not interfere with the lawn maintenance program.
3. No signs of any kind (other than permitted security signs) may be displayed in windows.

PETS

THESE RULES ARE NOT APPLICABLE TO SERVICE ANIMALS.

1. Pets are never permitted in the clubhouse, pool, playground, tennis courts, or fishing pier.
2. All pets (dogs and cats) must be on a leash and attended to within the developed area of the property, per Seminole County Animal Services, Chapter 20 – Ordinances Pertaining to Animals. All pets must be under restraint by hand held leash not to exceed eight (8) feet within the developed area of the Lake of the Woods property, as per Seminole County code.
3. No Owner, Resident, or Guest shall, either willfully or through a failure to exercise due care and control, permit any animal to defecate within Lake of the Woods, unless such person shall promptly remove and dispose of the excrement in a sanitary manner.
4. All persons should be aware of and comply with Seminole County Animal Services, Chapter 20 – Ordinances Pertaining to Animals, prohibiting animals running at large and causing a nuisance and other animal matters. A copy of this ordinance is available in the Association Manager's office for inspection.
5. No Owner, Resident, or Guest shall feed, offer food (except bird feeders) or leave food that may attract stray animals of any description.

GARBAGE AND TRASH DISPOSAL

1. Garbage, trash, lawn trash and recyclables are collected at the residents' expense by a contractor.
2. Garbage, trash, lawn trash and recyclables must be placed in garbage containers, or other appropriate containers, or in bundles, which meet the requirements of the contractor. All waste placed for collection must be in closed containers.
3. All trash containers shall be placed at curbside on the days and locations as specified by the Board, the County or the contracted lawn removal service. Trash containers should be removed as soon as possible after collection.
4. Trash containers should not be placed at curbside before 6 P.M. of the day preceding pick-up and emptied containers should be removed as soon as possible after pick-up.

The Social Sunshine Committee (SSC) asks residents to place their aluminum cans in a separate container or plastic bag the night before each collection day for the SSC Can-Can crew to collect the following morning. Selling the collected cans is a primary source of income for SSC which provides many social activities within the LOW community. To support their can collection effort, Social Sunshine Committee, (Can-Can volunteers) has early access to use the golf cart, storage and transportation of collected cans, and maintenance assistance each month.

HOMEOWNERS ASSOCIATION EMPLOYEES

1. No Owner, Resident, or Guest shall, under any circumstances, attempt to interrupt or direct the work of or reprimand any employee of the Homeowners Association or any other party working under the supervision of the Association Manager, nor shall he engage such employee or other party in conversation with respect to the quality or scope of his work.
2. Any, and all, criticism of the Homeowners Association's employees shall be made in writing and addressed to the Association Manager, except criticism of the Association Manager, which shall be directed to the President or a member of the Board for delivery to the President.

3. No Owner/Resident or Tenant shall be an employee of the Association, without prior written consent of the Board of Directors. The Association Manager shall hire all employees including owners/residents or tenants.
4. No Owner, Resident, Tenant or Guest shall request that any Homeowner Association employee perform services outside the scope of the employee's duties during such employee's normal working hours.

TAPE RECORDING AND VIDEOTAPING OF MEETINGS

Members wishing to tape record or videotape meetings of the Board of Directors and the membership should see Appendix D: Resolution of the Board of Directors Establishing Rules Covering Tape Recording and Video Taping of the Board and Membership. This represents the reasonable rules adopted by the LOW HOA Board of Directors to govern tape recording and videotaping of meeting of the Board and the membership.

VOTING

Homeowners are encouraged to be active in community decisions. From time to time, there will be the opportunity for owners to exercise their right to vote. Low voting procedures are outline in the LOW governing documents. LOW will follow all actions for voting as normal and counting to be done in view of the attending residents.

RECORDS INSPECTION

The official records of the Association are available for owner's to inspect. Please see Appendix E: Update of Records Inspection Policy. This represents the Association's adopted reasonable written rules governing the inspection process as provided Florida Statute 720.303(5).

Many of the Association's official records are now available on the LOW Owners' Portal. It is suggested that interested owners first check the Portal for information they seek before submitting a written request to view official records of the Association. A policy for the standard inclusion of cited exhibits and documents in Association minutes has been adopted.

COMMITTEES

The many activities available at LOW are the result of the hard work of the committees within the community. Owners are encouraged to volunteer for any committee which matches their personal interest and may benefitted by their expertise to help accomplish the goals of the committee. It is the responsibility of the Board of Directors to determine what committees will be required for the effective operation of the Lake of the Woods Homeowners Association. The Board of Directors shall appoint a committee chairperson in conjunction with the President's recommendations. All committee appointments are approved by the Board. The committee minutes are to be available on the LOW Owners' Portal. Committee members are to follow the revised Committee Communication Policy, see Appendix F.

SECTION II

CLUBHOUSE FACILITIES AND RECREATION AREA

ALL PERSONS USING CLUBHOUSE FACILITIES, INCLUDING SWIMMING POOLS AND OTHER FACILITIES, AT THE RECREATION CENTER DO SO AT THEIR OWN RISK.

ACCESS CONTROL OF CLUBHOUSE FACILITIES

The safety and security of Community amenities are a shared responsibility of owners, residents, guests, and staff. To meet this obligation, Lake of the Woods (LOW) Homeowners' Association (HOA) set up an Access Control Policy to manage access to the property. Please see Appendix G to view the access control policy.

To further accommodate the needs of residents and for emergencies, the Board authorize that all four (4) officers – president, vice president, secretary, and treasurer all have equal access and identical keys to all locks on LOW property.

HOURS OF OPERATION OF POOL, EXERCISE ROOM AND GAME ROOM

Recreational Department to eliminate seasonal time changes to the hours of operation. Year Round Daily Hours will be 9:00 A.M. to 9:00 P.M., with the pool closing 30 minutes prior to sunset (dusk).

HOLIDAY CLOSINGS

The clubhouse, pool and exercise room will be closed on New Year's Day, Thanksgiving Day, and Christmas Day.

ENFORCEMENT OF RULES AND REGULATIONS

1. The Board of Directors of the Homeowners Association has directed the Association Manager to have all staff employees of the Homeowners Association enforce all Rules and Regulations and supervise the conduct of the people using these facilities. Violations of the rules by Owners, Resident, or Guest will result in the violator being asked to leave the facilities. Any such action will be reviewed subsequently by the Board of Directors for possible suspension of an Owner or Resident and his household from the use of the facilities for up to 60 days and other appropriate measures.
2. In the event that any Resident notices a violation of any rules, that person may bring it to the attention of the offender or notify the staff of the infraction.
3. Any Resident found in an area of the Association considered closed, will be fined and privileges suspended for 60 days.
4. Residents must register upon entering Recreation area.

CLUBHOUSE ATTIRE

No Owner, Resident, Tenant or Guest may appear in the clubhouse (game room, exercise room, auditorium and office) without proper attire, including shirts and footwear. No wet clothing of any kind allowed.

GUEST POLICY FOR USE OF RECREATION CENTER FACILITIES

1. On weekdays a household may entertain no more than four (4) Guests per day in the use of the recreation center and clubhouse facilities. The Association Manager may place further limitations on the number of Guest's visits to the swimming pool whenever use approaches capacity.
2. On weekends, the number of guests for each household is limited to two (2) per day. This restriction on weekends applies only during the period from April 1st to September 1st. Management may authorize up to four (4) Guests on weekends if, in Management's judgment, pool area capacity will permit without interfering with Resident's use.
3. Only Owners or Residents are authorized to register Guests. Owners or Residents must accompany Guests when they are using the facilities unless the Guests are registered at the office.
4. For Guests who will be using the facilities for an extended time period, it is the responsibility of each Owner or Resident to notify the Association Manager in writing of the name(s) of each of his guests on their first visit. The length of the expected visit must be specified. Guests may not use the facilities without approval and full knowledge of the entertaining Resident.
5. Each Owner or Resident will notify the Association Manager in writing of Guests who will occupy his or her home during the latter's absence and to whom he or she has delegated rights to use the center facilities.
6. Residents under age 16 may not register Guests unless arrangements are made by the adult Resident.
7. Employees of the Lake of the Woods Homeowners Association may not be sponsored as Guests in the use of the recreation center and clubhouse facilities unless they are participating in their family sponsored events.

GAME ROOM, EXERCISE ROOM AND SAUNA

1. All persons using the sauna and exercise equipment do so at their own risk.
2. Persons under 16 years of age are NOT permitted to use exercise equipment or sauna, unless supervised by an adult.
3. All equipment must be used with care. The sauna heat unit must be turned off when finished with the sauna. Nudity prohibited in the sauna.
4. Billiard tables must be brushed and covered after completion of play.
5. Children under age of 10 may NOT play pool under any circumstances. Children ages 10 through 15 may play pool ONLY with adult supervision. Children age 16 and older may play pool providing applicable clubhouse rules are complied with.
6. An Owner or Resident will be required to pay for any damage caused by the abusive or negligent use of the equipment by himself and by any member of his household or any of his Guests.
7. Age limit for videos is 16 years old or older.
8. Age limit for ping pong is 8 years or older unless an adult is supervising.

TENNIS COURTS AND PLAYGROUND

1. Users of the tennis courts are expected to demonstrate proper tennis etiquette so as not to interfere with play on the adjoining court.

2. Playground facilities and tennis courts are available only for the use of Owners, Residents, Tenants, and their Guests. Playground will close at dusk. Tennis courts may be used until 10 P.M.
3. Parents are wholly responsible for the safety and welfare of their children when using the playground facilities. Prudent parental guidance must govern the use of such facilities.
4. Minors under the age of 12 require supervision of a person 16 years old or older to use the tennis courts or playground.

FISHING PIER

1. Use of the pier is limited to fishing or sitting and relaxing.
2. Minors under age 10 may use the fishing pier ONLY when accompanied and supervised by a person age 16 or older.

PRIVATE PARTIES – USE OF CLUBHOUSE FACILITIES

Procedures and rules governing the use of the recreation center auditorium, card room and kitchen for private Owner or Resident-sponsored social activities are available in the Association Manager's office.

SECTION III

COMMON AREAS

The Common Areas of Lake of the Woods are all real property owned by the Homeowners Association for the common use and enjoyment of the Owner (Article II of the By-Laws). See also definition of "Owner," "Lot" and "Member." Article II, Property Rights, of the "DECLARATION" grants certain rights to Owners, and provides that the Homeowners Association may regulate other uses of the Common Areas. The following regulations are issued under that authority.

RIGHTS

A non-Resident Owner who rents his residence relinquishes all rights to the use of the common areas, including recreational facilities, in favor of his Tenant, but may use the facilities as a Guest of an Owner or Resident.

PERMITTED ACTIVITIES

1. All Common Areas: Foot traffic by Residents and their Guests, except where access is restricted by fences or signs.
2. For the safety of our Residents, the speed limit in Lake of the Woods is 15 miles per hour unless otherwise specified.

PROHIBITED ACTIVITIES

1. Sunbathing, barbecuing, ball playing, Frisbee throwing or contact sports, other than at the Recreation Center under the regulations in Section II.
2. The use of chairs or lounges on the Common Area.

3. The use of the Fishing Pier for activities other than fishing, sitting, and relaxing.
4. Launching or landing watercraft into or from Lake of the Woods from any common or recreation area of the Lake of the Woods property.
5. Swimming in the lake from any common area.
6. Parking vehicles on Common Area (see Section IV).
7. Throwing of trash or litter on the Common Areas.
8. Use of fireworks.
9. Use of any firearms, air rifles, BB guns, sling shots and other similar devices.

SWIMMING POOLS

Use of the swimming pools by children is subject to the following rules in addition to the general rules which follow and are posted at the pool.

1. Minors under age 10 are not permitted to use the swimming pools unless accompanied and supervised by a person age 18 or older. The Homeowner Association will also permit minors under age 10 to be accompanied and supervised by a person age 16 or older provided that parent or legal guardian has signed an Authorization and Release in the form established by the Homeowners Association.
2. Minors over age 10 and through age 15 who are not accompanied and supervised by a person age 16 or older must demonstrate swimming proficiency to recreation staff before being allowed use of the swimming pool.

GENERAL RULES FOR USE OF POOL

1. All Persons USE THE POOL AT YOUR OWN RISK.
2. Shower before entering pool.
3. Rinse off sun tan oil before entering pool.
4. Horseplay, running, excessive splashing and any other activity that could be considered dangerous or annoying to others will not be permitted.
5. No glass objects are allowed in pool area.
6. No pets are allowed in pool area.
7. Standard swimwear only is permitted. No cut-offs or street-wear. Non-toilet trained children must wear waterproof pants while in pools.
8. No alcoholic beverages are permitted.
9. No balls, Frisbees, or other similar play objects are permitted in the larger pool area. Small soft rubber or plastic toys are allowed in the small children's pool. There are some pool toys allowed in the pool, they can be checked out from the rec attendant and need to be returned to the rec attendant when leaving the pool.
10. All cans, paper and debris must be deposited in trash can after use.
11. No flotation devices (rafts, etc.) are permitted in the large pool. The only exception is a flotation device, which is attached to the arms, and is used for instructional purposes. Noodles are permitted in the large pool, for flotation devices only.
12. Flotation devices for therapeutic or health reasons shall be allowed upon notifying the staff of such intended use. Doctor's note may be requested.
13. No smoking will be permitted in the pool area.
14. No food or drink in the pools or within three (3) feet of either pools' edge.

**USE OF ALCOHOLIC BEVERAGES IN OR AT RECREATION CENTER FACILITIES
POOL, POOL AREA AND ALL OTHER RECREATION CENTER FACILITIES**

1. Use of alcoholic beverages in these above listed areas is prohibited at all times.

ALL OTHER AREAS

1. Use of alcoholic beverages at events organized or sponsored by the Homeowners Association is permitted only on a "Bring-Your-Own-Bottle" (BOYB) basis.
2. Individual groups of Residents may organize or sponsor an event at which alcoholic beverages are served, but only if no fees or charges of any kind are levied either for admittance to the event or for the beverages served.
3. Whenever a fee or charge of any kind is made for admission to or in connection with any event, regardless of who organizes or sponsors the event or whether payment of such charge is optional or mandatory, alcoholic beverages may be served only on a BOYB basis.
4. Any other arrangement for providing alcoholic beverages is prohibited.

SECTION IV

PARKING

OWNER AND RESIDENT PARKING

1. Parking is permitted in garages, carports and driveways. **PARKING ON DRIVEWAYS PARALLEL TO THE STREET IS PROHIBITED.**
2. Owners and Residents may **NOT** park vehicles on the streets, the grassed areas and common areas of the property.
3. Owner and Resident may park in the recreation center parking for four hours without a permit. Parking in the lot is prohibited from 2:00 A.M. until 7:00 A.M. except by permit. Emergency overnight parking in the recreation center parking lot may be authorized with a permit issued by recreation center staff. If staff is unavailable to authorize a permit, the vehicle may be parked overnight at the recreation center if a note is left on the vehicle dashboard listing Owner's name, Lake of the Woods address and telephone number. The vehicle is to be removed from the parking lot by 9:30 A.M. the following morning.
4. Any commercial vehicles must be kept in the garaged area, or carport area, of the Resident's home. A commercial vehicle is defined as any vehicles with visible advertising or solicitations. Vehicles with magnetic or other type of removable signs shall be excluded from this restriction provided such signs are removed while the vehicle is parked in any LOW area. Law enforcement vehicles are excluded from this restriction.

GUEST PARKING

1. Guests may **NOT** park vehicles on the streets, the grassed areas and common areas.
2. Guests may park in their hosts' garage or in his driveway if space is available. **PARKING ON DRIVEWAYS PARALLEL TO THE STREET IS PROHIBITED.**
3. Guests may park in the spaces at the end of dead-end streets so designated by signs, where such parking does not block adjacent driveways.

4. Guest parking is allowed for no more than seven (7) hours between 7:00 A.M. – 2:00 A.M. Parking the same vehicle more than twice in one week requires a Daily parking permit from the office. Guest vehicles may be parked overnight in designated parking areas. A GUEST PARKING PERMIT, which states name, Lake of the Woods address, telephone number, vehicle's description and license plate numbers, must be displayed on the dash.
5. Guests may park in the recreation center parking lot for four (4) hours without a permit. Parking in the recreation center parking lot is prohibited from 2:00 A.M. until 7:00 A.M., except by permission. Emergency overnight parking in the recreation center parking lot may be authorized with a permit issued by recreation center staff. If staff is unavailable to authorize a permit, the vehicle may be parked overnight at the recreation center parking lot, if a note is left on the vehicle dash listing Owner's name, Lake of the Woods address and telephone number. The vehicle is to be removed from the parking lot by 9:30 A.M. the following morning.

RECREATIONAL VEHICLES (RV'S), BOAT AND TRAILER PARKING

Parking of recreational vehicles, motor homes, travel trailers, boats and all trailers anywhere on the streets, common areas and grassed areas of the properties is prohibited except in the garage or carport of each lot. No such vehicle may be parked on the driveway of any lot, except for loading or unloading. If required, a permit up to a maximum of five (5) days may be granted to allow the Resident to park his RV in the Recreation Center parking lot. If staff is unavailable to issue permits, the RV may be parked in the Recreation Center parking lot if a note is left on the dash listing Owner's name, address and phone number and the RV is removed from the parking lot by 9:30 A.M. the following morning. Occupying an RV other than for loading or unloading anywhere on the property is prohibited.

GENERAL

1. Service vehicles responding to Owner or Resident service calls may, with the Owner's or Resident's permission, park in his driveway. If driveway space is not available, service vehicles may park on the streets, but only for the time required to complete the services. All service vehicles using the street must be appropriately marked as such to avoid removal by tow-away.
2. No vehicle may be parked in the driveway in a manner which causes the vehicle to extend onto the street. Note: In a 1 car driveway only 1 car may park in garage/carport and 1 behind if there is room and car cannot stick out into street; not side by side.
3. Handicap parking spaces may be used when bringing, or picking up, handicapped persons using the Clubhouse facilities. However, momentary parking for the loading or unloading of the vehicles will be permitted.
4. Directors, office staff and members of the Parking Committee are authorized to issue a warning ticket to any vehicle parked in violation of the rules.

ENFORCEMENT

The duties of parking enforcement is assigned to the Neighborhood Watch committee.

UPON VIOLATION OF THE PARKING RULES, THE ASSOCIATION BOARD OFFICERS AND OFFICE ARE AUTHORIZED TO HAVE THE VEHICLE TOWED AT THE OWNER'S EXPENSE. ANY VEHICLE, THOUGH, THAT IS BLOCKING INGRESS OR EGRESS TO COMMON AREAS OR RESIDENT'S PROPERTY MAY BE TOWED IMMEDIATELY.

Please see Appendix H for the full Parking Enforcement Policy and the Board authorization for the towing company to make random checks in the community and allowing them to tow at will.

Signs are placed at each entrance to the property in compliance with Florida Statute Section 715.07.

SECTION V

ARCHITECTURAL CONTROL

The only way to keep a community in satisfactory condition is for all Residents to adhere to the Rules and Regulations. Failure by Owners to comply with directives of the Board of Directors concerning architectural control of external alterations to the lots and within prescribed time limits will be subject to warning and fine as provided for in the introduction to these Rules and Regulations. Each 15-day delay will be considered a separate violation.

Any alterations to the outside structure of any unit MUST be presented to the Building & Grounds Committee for recommendations to the Board. Proper forms may be obtained from the Office Manager. Final approval or disapproval is the decision of the Board. These alterations include, without limitation: windows, gates, enclosing screened porches, adding exterior lighting, rain gutters, ridge vents. Some improvements submitted to Building & Grounds may also require a Covenant Running with the Land agreement, in addition to a final inspection of the completed work.

A Covenant Running with the Land agreement is required when any item is to be installed by the Owner on any structure designated as part of the HOA maintenance responsibility. Such items include, without limitation: roof vents, satellite dishes or antennae, solar panels, and skylights.

- 1) The Covenant document, which may be obtained from the Association office, shall fully describe the improvement;
- 2) This Covenant shall be filed, at Homeowner's expense, in the Public Records of Seminole County, Florida, within 15 days of completion and Building & Grounds final inspection;
- 3) A copy of the recorded document shall be submitted to the Association for the individual lot number file.

Board delegates authority to Building & Grounds Committee to approve specific ARC related items.

Lake of the Woods to follow attorney's opinion regarding erosion on the back of units and go through the violation process requiring the owner to repair such erosion.

Porch enclosure procedures – There will be 2 inspection hold points for future enclosures: one when framing is completed and another at final completion. Owner shall notify management when they are ready for inspection; inspection will be completed within 3 days of completion points. Enclosure specifications for different type units can be picked up at LOWHA office.

Garage doors - Newly installed doors must be hurricane wind locked doors as required by the Seminole County Code 1606. Approved door is Windsor Model #426. Screen doors are not permitted over garage doors. Residents can contact the office for a list of approved garage doors.

Driveways and Walkways - Lake of the Woods to maintain the walkways and driveways of all units on property by pressure washing. The Association should maintain the driveway and walks, but if they require replacement the owner is responsible for the same.

Gates - New wooden gate installation application with the suggested corrections to change wording from replacement to installation.

Gutters - The HOA will be responsible for installing, maintaining, and replacing courtyard gutters and the homeowner will be responsible for the installation, maintenance, and replacement of any other gutters.

Downspouts – Elbow extensions on Homeowners-installed gutters downspouts may extend no more than 18” out from the drip-line; these may be automatically approved with submittal of Building & Grounds Application form.

Windows – All window frames shall be bronze color and constructed of aluminum or vinyl material. All windows shall be single-hung, double-hung, or sliders and match the configuration of existing windows in the subject property. All windows shall be hurricane-rated and conform to Florida and Seminole County Codes.

Owners may make alterations that would otherwise be prohibited by Lake of the Woods’ Documents or Rules, when the alterations are necessary to accommodate disabilities. The Residents must meet the following conditions:

1. Must have a doctor’s note demonstrating the need for the accommodation.
2. Must submit a plan to the Building & Grounds Committee for its review and demonstrate that it will not affect the health and safety of other Residents, e.g. a ramp that is incorrectly installed could stick out and trip people walking by.
3. Must execute and record a Covenant Running with the Land indicating that the Owner will be responsible for maintenance of the accommodation and any affected property.
4. Covenant must state that the accommodation will be returned to its original condition when the property changes hands.

SECTION VI

LANDSCAPE CONTROL

Landscape Priorities

1. Re-landscaping after painting
2. Re-landscaping front of clubhouse and pool areas
3. Homeowner requests
4. Re-landscaping the community entrances

The Landscape Committee may request re-landscaping of units with a maximum budget of \$1,000 per unit, provided there is an estimate, a work order, and an invoice on file.

The Landscape Committee may establish a landscape nursery in the area selected by the LCAM and Landscape Committee Chair.

Approved plants list is available at LOWHA office.

1. No trees, shrubs, vines, flowers, grass, artificial plants (only on approved holidays, Easter and Christmas) or other landscape items may be planted on any part of the common area or on any part of a lot maintained by the Homeowners Association outside an enclosed courtyard without prior approval of the Landscape Committee, except as indicated in paragraphs 4 and 5 below.
2. No person other than assigned Homeowner Association employee and approved vendors may prune, trim, train, fertilize or otherwise maintain or attempt to maintain any part of the common area landscaping or any of the landscaping on the lots outside of courtyard fences which are the responsibility of the Homeowners Association to maintain, without prior approval of the Landscape Committee.
3. Applications for approval of additions, removal or other changes to landscaping in the common areas or any part of a lot maintained by the Homeowner Association outside of an enclosed courtyard must be submitted to the Landscape Committee. Approved plant list and Homeowners Landscape Change Request forms are available online and at the LOW office.
4. Edging/border materials shall be maintained and may be either recycled rubber products designed for such use (colors white, green or red) and only as shown in the drawings. (See Section VII, Exhibit "C") [NOTE: No Section VII, Exhibit "C": is included in the official copy of Rules and Regulations 2017 file with Seminole County]

Accept language for modifying the landscape edging to allow only recycled rubber and removing all other materials and integrate August 11, 2023, language into the documents to be recorded. Removal of brick and scalloped curbing going forward effective September 18, 2023.

5. No hanging baskets are permitted outside of the courtyards. The total number of Terra cotta colored pots, allowed per unit is 2. Two (2) pots are limited in size not to exceed 24" dia., 18" tall.
6. Shrubs/Plants, within the 18" drip line, in rear of all units, must not exceed 60" in height, and will be maintained by the landscape contractor.
7. Failure to comply with the above Landscape Control Rules may subject the offender(s) to warning and fine as provided for in the Introduction to these Rules and Regulations.
8. The best rule of thumb is that if you plan to hang it, set it, attach it, place it, plant it or change it: then you need approval from the Landscape Committee.

EXHIBIT A

**LAKE OF THE WOODS HOA
RENTAL NOTIFICATION**

THIS SECTION TO BE COMPLETED BY OWNER

Please print information legibly

Name of Owner

Unit Number/Lot Number

Date

Phone Number

The Tenant and Tenant's Guests will abide by all the Rules and Regulations of the Association, the terms and provisions of the Declaration of Covenants and Restrictions and the By-laws.

-
- Rentals of fewer than 12 months are prohibited
 - Occupation of the unit will be limited to the Lessee and his/her designated occupants listed on the Rental Notification
-

In compliance with the Declaration of Covenants and Restrictions of Lake of the Woods Home Owners Association, I (we) hereby serve notice that as Owner(s) or Agent of the above referenced Unit, I (we) intend to offer said unit for rent in accordance with the Rental Notification.

I (we) understand and hereby agree that I (we) am fully responsible for ensuring that my (our) Tenant(s) and their Guests abide by the Association's Declaration of Covenants and Restrictions, By-laws and Rules and Regulations. I further agree to provide said Tenant with copies of the Rules and Regulations.

Date this _____ day of _____ 20__

Signed _____

Signed _____

Submit completed Rental Notification to the Association Manager

EXHIBIT A

**LAKE OF THE WOODS HOA
RENTAL NOTIFICATION**

THIS SECTION TO BE COMPLETED BY TENANT

Please print information legibly

I (we) understand and will be bound by the Declaration of Covenants, Conditions and Restrictions, the Association's By-laws, Rules and Regulations of the above Association including those applicable to both the Unit and Common Property.

Name of Tenant: _____ Phone # _____

Name of Tenant: _____ Phone # _____

The following person(s) will also occupy the unit: Names: _____

Person to be notified in case of emergency:

Name: _____ Address: _____ Phone: _____

I (we) understand that any violation of the term, provisions, conditions and covenants of the Association documents provides cause for appropriate action by the Association Manager.

Date this _____ day of _____ 20_____

Signed _____

Signed _____

Submit completed Rental Notification to the Association Manager

EXHIBIT B

DISCLOSURE SUMMARY

1. As a purchaser of property in this community, you will be obligated to become a member of the Lake of the Woods Homeowners Association.
2. A recorded Restated Declaration of Easements, Covenants, Conditions and Restrictions (“Restrictive Covenants”) governs the use and occupancy of Properties in the Lake of the Woods community.
3. As a member of the Homeowners Association, you will be obligated to pay monthly assessments to the Association, which assessments are subject to periodic change.
4. Your failure to pay the assessments levied by the Association may result in the placement of a lien on your property and the subsequent foreclosure of your property.

Association members are not obligated to pay land use fees or rent for use of recreational or other commonly used facilities. However, deposits are required to rent the auditorium and card room. A key deposit is required for use of the tennis courts. Fee schedules are available in the office.

5. The Restrictive Covenants cannot be amended without the approval of the Association membership.

The statements contained in this Disclosure are only summary in nature, and, as a prospective purchaser, you should refer to the Restrictive Covenants and the Association’s other governing documents.

Purchaser’s Signature

Date

Purchaser’s Signature

Date

APPENDIX A

LAKE OF THE WOODS HOMEOWNER'S ASSOCIATION, INC.

COVENANT ENFORCEMENT POLICY

All members of our community have acknowledged and, by acceptance of a deed to their homes, have agreed to abide by the governing documents of the Association, including but not limited to, the Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Lake of the Woods 3 Homeowner's Association, Inc., ("Declaration"). However, any violations of the Declaration shall be handled according to the following enforcement policy adopted by the Board of Directors for the Association effective as of date indicated below.

As a general rule, the Community Manager performs regular drive throughs within the community. Violations are recorded when first noticed or reported. If the violation is still present on a subsequent inspection, or after verification that a violation has occurred if a complaint is received from another Owner, the following process will be followed. Any complaints about potential violations of the Declaration should be sent in writing to the Community Manager. Personal emergency, health, employment, financial and other factors will be considered.

1. **1st NOTICE** – Homeowner will receive a friendly reminder notice to remedy the noted violation within 14 or 30 days.
2. **2nd NOTICE** – Homeowner will receive a second notice to remedy the violation within 14 days.
3. **FINAL NOTICE** - Homeowner will receive a certified demand letter to remedy the violation(s) within 14 days or the Association may pursue corrective action as noted below.

Corrective Action

If the homeowner fails to correct the violation(s) by the stated deadline in the Final Notice, the Board shall pursue its options for Corrective Action and may enact the following action(s) upon review of the violation(s):

- A. The violation may be turned over to the Association's Attorney to compel compliance, including litigation if necessary. All associated attorney's fees and costs will seek to be collected from the homeowner.
- B. The Association or its duly appointed agent or contractors, shall have and are specifically granted the right and privilege and an easement and license (but shall have no obligation) to enter upon the affected Lot or any portion or portions thereof, without being guilty of any trespass therefore, for the purpose of undertaking such acts or actions as may be reasonably necessary to cure or eliminate such violation; all at the sole cost and expense of the Owner of the affected Lot.
- C. Any other remedies granted to the Association pursuant to its governing documents, including, but not limited to, the Declaration.
- D. Any other remedies granted to the Association pursuant to the Florida Statutes.

Pursuant to Florida Statutes, Section 720.305(2) the Association may levy and impose reasonable fines for the failure of the owner to comply with any provisions of the declaration, association bylaws, or

reasonable rules of the Association (Governing Documents), plus applicable attorney fees (if any) associated with the violation.

It is the homeowner's responsibility to ensure compliance with the Declaration even if such homeowner is not residing upon the property. Specifically, the homeowner may be held liable for any violations as a result of any action or inaction of such homeowner's tenants, guests and invitees.

****NOTE: The Board, in its sole discretion, reserves the right to alter this procedure for severe or repeat infractions.**

If you feel that you received a violation notice in error, or you have corrected the violation, please be sure to communicate this information in writing to your Community Manager.

The above policy shall be followed by the Board of Directors and the Association's Licensed Community Manager and/or Management Company as a matter of routine, and it will be adhered to in a non-discriminatory manner. All actions shall observe and be carried out in accordance with the applicable Florida Statutes.

The above Covenant Enforcement Policy and timeframes are intended to be a guideline and all actions are subject to administrative and processing delays. Any deviation from this policy shall not constitute a waiver of any rights or remedies of the Association in compelling an Owner's compliance with the Association's governing documents, including but not limited to, its Declaration. In the event of a conflict between the provisions of this Covenant Enforcement Policy and the provisions of the Declaration, the Declaration shall control.

This policy was approved and made a part of the records of the Lake of the Woods Homeowners' Association, Inc., at a regular meeting of the Board of Directors held on the 23rd day of October 2020.

APPENDIX B

VIOLATION LETTER

HOMEOWNER: _____ DATE: _____

ADDRESS: _____

The following infraction has been identified as a violation according to the provisions of the governing documents of LAKE OF THE WOODS HOMEOWNER ASSOCIATION. Reference to the specific document and respective subject is indicated below. In addition, we have made recommendations for action you should take to attain voluntary compliance and resolution of this violation.

DESCRIPTION: _____

GOVERNING DOCUMENT:

_____ Declaration of Covenants, Conditions & Restriction
_____ Rules & Regulations

Article: _____
Section: _____
Page: _____

SUBJECT: In keeping with the desire of the Homeowners Association to maintain an attractive and harmonious community, it is incumbent upon each Owner to maintain their property and conduct themselves in accordance with association governing documents.

RECOMMENDATIONS/CORRECTIVE ACTION:

This is the initial notice regard the above described violation. The intent of this notice is to give the homeowner an opportunity to voluntary comply with the standards established by the governing documents of Lake of the Woods by taking appropriate corrective action as recommended above within _____ days of the date of this notice.

You have the right to appeal this notice in writing, within 14 days of this notice. If this notice is not appealed within the 14 days, failure to comply with the governing documents may constitute further action which includes fines, suspension of recreation center privileges and/or legal proceedings.

Fines imposed by the Association on violations against any member or tenant may amount up to \$100 per violation. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for a hearing, provided however, no such fine shall exceed \$1,000 in the aggregate.

Please forward all responses in writing to the Association Office. Please contact the Association Office with any questions you may have regarding correcting the violation.

FOR THE BOARD OF DIRECTORS

Authorized Signature

Copy to: Homeowner's File
Board of Directors
Association Manager/GM
Building & Grounds Chairperson

APPENDIX C

Collection Policy for Lake of the Woods, HOA

Monthly Assessments are due on the 1st of every month.

1. Association assessment fees are due on the first of every month and must be received no later than the 10th of each month. If payment is not received within 10 days of the due date, a \$25 late fee, interest of 6% annum plus any collection fees will be charged and a notice of late assessment will be mailed to all known addresses on record.
2. If payment is not received within 40 days of due date, a 45-day Intent to Lien notice along with any collection charges for such notice shall be sent to owner. According to Florida Statute, letter should be sent both certified mail and regular mail to all known addresses at the time of processing.
3. If assessment is unpaid after the 45-day Intent to Lien Notice expires, the account shall be forwarded to the Attorney requesting the lien to be placed, and any further collection cost will be added to the owner's account. The Board will review and execute the lien and Management will return it to the association's attorney. This is when the assessment is approximately 85 days past due.
4. Once the lien is recorded, a 45-day Intent to Foreclose letter is sent to the owner from the collections' Attorney.
5. If the owner does not pay prior to this 45-day expiration the manager will review the matter with the Board to determine if the Board wants to proceed with foreclosing on the property.
6. Board Policy is automatic approval for management to proceed with collections as outlined above, and lien foreclosure actions up to the actual filing of foreclosure.

Collection Policy Approved by the Board of Directors on 2-21-2023 at a Duly Noted Board Meeting.

APPENDIX D

Lake of the Woods Homeowners Association, Inc.

RESOLUTION OF THE BOARD OF DIRECTORS ESTABLISHING RULES GOVERNING TAPE RECORDING AND VIDEO TAPING OF MEETINGS OF THE BOARD AND MEMBERSHIP

WHEREAS, Florida Statute §720.306(10) authorizes any parcel owner to tape record or videotape meetings of the Board of Directors and the membership; and

WHEREAS, Florida Statute §720.306(10) authorizes the Board of Directors of the Association to adopt reasonable rules governing the taping of meetings of the Board and the membership.

NOW THEREFORE BE IT RESOLVED, that the rules governing the taping recording and videotaping of meetings of the Board and the membership shall be as follows:

1. Any Owner desiring to utilize audio or video recording equipment at meetings of the Board or membership shall notify the Board of Directors, in writing, of such Owner's intention at least twenty-four (24) hours prior to the start of the scheduled meeting.
2. Any Owner desiring to utilize audio or video recording equipment at meetings of the Board or membership shall announce at the start of the meeting (prior to the initiation of such recording) and to all participants of the meeting that such audio or video recording will occur, which announcement shall be noted in the minutes of the subject meeting.
3. All audio and/or video recording equipment shall be assembled and placed in position prior to the commencement of the meeting. Further, such audio or video recording equipment shall:
 - a. either be held by the Owner conducting such recording; placed immediately in front of such Owner; or placed in an unobtrusive location mutually agreeable to such Owner and all parties in attendance at the meeting;
 - b. not obstruct any person's view of the meeting participants or any exhibits or displays;
 - c. not emit any noise during the meeting;
 - d. not emit any obtrusive light, including, but not limited to, flashing light;
 - e. not impede any person's movement; and
 - f. not create any dangerous condition, including, but not limited to, tripping hazards resulting from wires.
4. Any Owner audio or video recording a meeting shall not be permitted to move about the meeting room while the meeting is in progress.
5. Any audio or video recordings taken at a meeting may not, under any circumstances, be distributed outside of the Association or posted on any website or social media outlet without the written consent of the Board of Directors, except that an Owner may provide same to their legal counsel or agent.
6. There shall be no audio or video recording of meetings by a third part (non-owner) without a written request and approval by the Board of Directors.

APPENDIX E

Lake of the Woods Homeowners Association Inc. Records Inspection Policy

I. OFFICIAL RECORDS DEFINED:

The official records available for inspection and copying are those designated by Section 720.303(4), Florida Statutes, as amended from time to time ("Official Records")

Further Section 720.303 (4)(1), Florida Statutes, provides a catch-all and sets forth official records are "...all other written records of the association not specifically included in the foregoing which are related to the operation of the association." Therefore, any and all written records of the Association are Official Records, and are subject to inspection, except those exceptions as identified herein.

The Association shall retain the above records for a seven (7) year period, except for bids, which must only be retained for one (1) year, and "approved" meeting minutes which are to be retained indefinitely.

II. EXCEPTIONS:

Exempted records, which are identified in Section 720.303 (5)©(1) through (7), Florida Statutes, as amended from time to time, are not accessible to Members.

III. INSPECTION:

- A. A member or a member's authorized representative (hereinafter collectively the ("Member")), desiring to inspect the Association's Official Records not available electronically via the Internet on the Association's website, at www.LakeoftheWoodsHoa.com shall must submit a written request submitted by certified mail, return receipt requested to the Manager of the Association. The request must be sufficiently detailed to allow the Association to retrieve the exact record requested. Requests by facsimile transmission, electronic mail (e-mail), hand delivery, US Mail or other means do not comply with these rules. Verbal requests do not comply with these rules.
- B. Inspection of Official Records shall be limited to those records requested and shall be inspected solely by the Member, as defined above. No inspection of any other records shall be permitted.
- C. A Member shall not submit more than one (1) written request for inspection of records per calendar month. Any request submitted more frequently shall be null and void and need not be acknowledged by nor responded to by the Association.
- D. The Association will not create or generate a document or a report that it would not otherwise create or generate unless it is required to do so by law or its governing documents.
- E. Inspection of Official Records will be limited to those records that exist at the time of the request. No request for future records will be accepted.
- F. No Member shall spend more than one (1) eight (8) hour business day per month inspecting records; however, at the request of either the Association or the Member, inspections may be broken up into segments, provided that three (3) inspection visits per calendar month shall be the maximum number of sessions in a calendar month, and eight (8) hours the maximum cumulative inspection time.

- G. The Association will not conduct a records search or research or cull out records (e.g. a request for all minutes where a particular item was discussed will not be accommodated).
- H. All inspections of Official Records shall be conducted at the Association's Management Office. No Member shall remove original records from the location of the inspection. No alteration of the original records shall be allowed.
- I. Official Records shall be made available for inspection by the Association on or before the tenth (10th) working day subsequent to actual receipt by the association of a written request for inspection submitted by certified mail, return receipt requested. The Association shall notify the Member by telephone or in writing (via mail, personal delivery, e-mail or facsimile), that the records are available and shall coordinate a date and time for the inspection. Inspection shall be made only during the normal business hours of the location of inspection (e.g. the Associations Management Office).

For the purposes herein, the term "working day" shall mean Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association is closed. For purposes here, "normal business hours" shall be the hours that the Association office is customarily open or the hours, at the location where the records are inspected, are customarily open.

IV. COPYING:

- A. A Member shall pay twenty-five cents (\$0.25) per page for all copies made on the photocopier at the Management Office, payable in cash or by personal check, at the time the copies are requested by the Member. The Association may also include reasonable costs for labor required to retrieve the copy the requested records, if the time spent retrieving and copying exceeds thirty (30) minutes, and if the request exceeds 25 pages. Pursuant to current law, the rate shall not exceed \$20.00 per hour. Should copies be made by an outside vendor, the Member shall pay the actual cost of copying, as supported by the vendor invoice. When using an outside vendor, the Association, at its sole option, shall have the right to require a deposit payment or the full amount for the copies prior to the copies being made. Members requesting copies must arrange for pick-up of the records. The Association has no obligation to mail or otherwise deliver copies to any place.
- B. Copying of Official Records shall be limited to those records specifically requested to be copied by the Member, and such records shall be designated by use of a tab or paper clip upon the pages desired to be copied.
- C. Member may use portable devices capable of coping, scanning, or taking photos to make electronic copies. There is no fee for electronic copies.
- D. If records are kept on a computer in digital format, the Association may print such records to paper. The Association may, but shall not be obligated to allow Members to access the Association's computer system. If the Association provides access to records through a computer supplied by the Association, the Member inspecting the records shall not e-mail the records inspected to any other computer, person, or e-mail account, review other content or programs on said computer, nor otherwise in any fashion download, forward or otherwise transmit or manipulate the data he or she reads during the inspection of the records by review on electronic mail, internet or computerized format.
- E. The Association may comply with its obligation to make records available for inspection by providing them to the Member by electronic mail, the internet, or making them available in a PDF format readable with customary programs used in computers of consumers.

- F. Electronic format records requests may not be accommodated through the provision of external storage devices to the Association by a resident or owner due to inherent security risks; such requests must be fulfilled by office personnel utilizing an unused external storage device, the cost of which shall be billed to the originator of the request at a rate of \$25 covering both the device and Association labor. This rate shall be reduced to \$10 for the device alone if the request consists of less than 25 pages in length.

V. MANNER OF INSPECTION:

- A. No written request for inspection or copying of Official Records shall be made in order to harass any owner, resident or Association agent, officer, director, CAM or employee.
- B. If inspection is requested by any person other than the record Owner of the Parcel, said request shall not be recognized by the Association unless and until the record Owner(s) designates such Person, in writing, as their authorized representative, or unless such person is an Attorney at Law, admitted to practice in the State of Florida.
- C. Members inspecting or requesting copies of records shall conduct themselves in a courteous manner, and shall not interfere with the normal operation of the management office and the duties of their personnel. The management office may assign a staff person or other person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.
- D. All records inspections will be conducted in the presence of an assigned staff person or other person assigned to assist in the inspection.

VI. FAILURE TO COMPLY WITH THESE RULES:

- A. Any violation of these Rules may result in the immediate suspension of the inspection until such time as the violator agrees in writing to comply.
- B. Any requests for inspection not complying with these Rules need not be honored.
- C. The Board may take whatever appropriate legal action is available against any person who fails to comply with these Rules, including, but not limited to, the levy of fines or suspension of use rights, subject to the requirements of the law.
- D. Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.
- E. The President of the Association, or the Manager (under the directions of the President), has the authority to interpret and implement the provisions of these Rules and make decisions and judgments arising hereunder without need for Board approval on a case-by-case basis.

VII. LOG OF ACTIVITY:

The Association shall maintain a log of record detailing:

- A. The date of written request for inspection or copying
- B. The name of the requesting party
- C. The records which are requested
- D. The date the Member was notified of the availability of the Official Records and
- E. The date of inspection and copying

APPENDIX F

Lake of the Woods Revised (Communication) Policy 7/16/24

Objective: To Streamline Communication between Committees, Management and Board, when needed.

Committee Members are to communicate directly with their Chair and/or Co-Chairperson.

Only Chair/Co-Chairperson (if Ex-officio is not present at monthly committee meeting) are to communicate with the office staff and/or management, re: Bookings, Event set-ups, Meeting Minutes and LOWHAN information, so long as the Ex-officio approves.

Ex-officio or Chairperson will provide feedback from the office and management to Committee Members and from the Board of Directors if necessary.

Turnaround time: Ex-officio will respond to requests, emails, with priority to expedite time sensitive matters.

In the event that a Committee activity leader arrives at clubhouse and set-ups are incorrect (ie: tables/umbrellas, the activity leader may speak directly to front office staff to resolve the issue.

Management, office staff, Chairperson and Ex-officio will have online communication when necessary.

APPENDIX G

Lake of the Woods, HOA Access Control Policy

Approved at 10-18-2022 Board Meeting

Policy Statement:

The safety and security of Community amenities are a shared responsibility of owners, residents, guests, and staff. To meet this obligation, Lake of the Woods (LOW) Homeowners' Association (HOA) set up an Access Control Policy to manage access to the property.

Purpose:

The Access Control Policy is one system that helps support a safer, more secure Community environment. This policy addresses the scope, oversight, operations, administration, and fee schedule of the Access Card system.

Scope:

This policy applies to all owners, residents, staff and approved *External Users*. *External Users* are defined as Vendors such as landscaper(s) and mailperson(s) having authorized access to the amenities of the Lake of the Woods HOA.

Oversight:

The Community Manager and Administrative Assistant, collectively referred to as *Administrators*, serve as the administrative oversight team ensuring operational and administrative protocol implementation and enforcement. Administrators keep records documenting each recipient's device number, name, issue date, specific access permissions granted, return or loss report date, and suspension or deactivation dates. Administrators keep an *Unassigned Access Card Inventory* in a restricted secure location. Administrators will recover or disable Access Cards upon staff separation from Lake of the Woods HOA employment, when an owner sells a unit, or a tenant lease expires. Administrator may delegate the Rec Staff to collect Access card applications and distribute Access cards during the weekend hours with the Administrator responsible to enter the information on Monday into the Access system.

Operations:

LOW HOA safety and security interests justify routine verification of owner, resident, guest, staff and approved external users access privileges. If access is no longer called for, Administrators will recover the device(s) and deactivate.

Administration:

- A maximum of two (2) Access Cards will be assigned to each Lake of the Woods HOA address.

- Access Card(s) will be used ONLY by members of the household to whom the Access Card is assigned. Access Cards MAY NOT be loaned to others. If an owner transfers their card to a tenant, the Administrator must be notified.
- To obtain an Access Card, owners will provide a valid Driver's License and Tenants will provide a copy of their current lease along with a valid Driver's License.
- Temporary Access Cards/Key, including those for vendors and tenants, will be set for a limited time which corresponds with the need of the user, maximum twelve (12) months. Expiration dates can be extended by the Administrator.

FEE SCHEDULE:

- First Access Card: No charge.
- Second Card: \$10 charge; \$25 charge after January 1, 2023.
- Replacement Card(s) (Lost, Stolen, Damaged): \$25 each. A defective access control card will be replaced at no charge when the defective card is turned into the office.

First Responders gain Community entrance through a Knox box found at the main Clubhouse doors.

APPENDIX H

NOTICE OF RULE CHANGE – SECTION IV- PARKING ENFORCEMENT

January 5, 2024

Dear Owners:

At the duly called Board of Directors meeting held December 19, 2023, the board voted to change the Parking Enforcement rule as shown below. **The change goes into effect 30 days from the date of this mailing (February 5, 2024).**

Please be aware this means that you will no longer receive a notice of violation such as a sticker on your vehicle or a violation letter; rather your vehicle will be towed without any further notice if parked in violation of the parking regulations. Please note there are signs posted on property, towing company signs are at the entrances with the towing company's phone number, and the parking regulations are included below for your convenience. We encourage you to review the parking regulations to prevent the potential towing of your vehicle or that of your guests.

Arrangement has been made with the towing company (Superior Towing dba Courtesy Towing) to make random visits in the community to tow vehicles parked in violation. Please know we do not wish for you to get towed so please make sure to park in accordance with the regulations and make sure to inform tenants and guests of the regulations.

Approved Rule Change:

ENFORCEMENT

~~UPON A SECOND VIOLATION BY OF THE PARKING RULES SAME VEHICLE, THE ASSOCIATION BOARD OFFICERS AND OFFICE STAFF PRESIDENT, ASSOCIATION MANAGER, AND OFFICE MANAGER ARE AUTHORIZED TO HAVE THE VEHICLE TOWED AT THE OWNER'S EXPENSE. ANY VEHICLE, THOUGH, THAT IS BLOCKING INGRESS OR EGRESS TO COMMON AREAS OR RESIDENT'S PROPERTY MAY BE TOWED IMMEDIATELY.~~

Signs are placed at each entrance to the property in compliance with Florida Statute Section 715.07.

Rules & Regulations, Section IV, Parking – With updated Parking Enforcement Regulation

OWNER AND RESIDENT PARKING

1. Parking is permitted in garages, carports and driveways. **PARKING ON DRIVEWAYS PARALLEL TO THE STREET IS PROHIBITED.**
2. Owners and Residents may NOT park vehicles on the streets, the grassed areas and common areas of the property.
3. Owner and Resident may park in the recreation center parking for four (4) hours without a permit. Parking in the lot is prohibited from 2:00 A.M. until 7:00 A.M. except by permit. Emergency overnight parking in the recreation center parking lot may be authorized with a

permit issued by recreation center staff. If staff is unavailable to authorize a permit, the vehicle may be parked overnight at the recreation center if a note is left on the vehicle dash board listing Owner's name, Lake of the Woods address and telephone number. The vehicle is to be removed from the parking lot by 9:30 A.M. the following morning.

4. Any commercial vehicle must be kept in the garaged area, or carport area, of the Resident's home. A commercial vehicle is defined as any vehicles with visible advertising or solicitations. Vehicles with magnetic or other type of removable signs shall be excluded from this restriction provided such signs are removed while the vehicle is parked in any LOW area. Law enforcement vehicles are excluded from this restriction.

GUEST PARKING

1. Guest may NOT park vehicles on the streets, the grassed areas and common areas.
2. Guests may park in their hosts' garage or in his driveway if space is available. PARKING ON DRIVEWAYS PARALLEL TO THE STREET IS PROHIBITED.
3. Guests may park in the spaces at the end of dead-end streets so designated by signs, where such parking does not block adjacent driveways.
4. Guest parking is allowed for no more than seven (7) hours between 7:00 A.M. – 2:00 P.M. Parking the same vehicle more than twice in one week requires a Daily parking permit from the office. Guest vehicles may be parked overnight in designated parking areas. A GUEST PARKING PERMIT, which states name, Lake of the Woods address, telephone number, vehicles description and license plate numbers, must be displayed on the dash.
5. Guests may park in the recreation center parking lot for four (4) hours without a permit. Parking in the recreation center parking lot is prohibited from 2:00 A.M. until 7:00 A.M., except by permission. Emergency overnight parking in the recreation center parking lot may be authorized with a permit issued by recreation center staff. If staff is unavailable to authorize a permit, the vehicle may be parked overnight at the recreation center parking lot, if a note is left on the vehicle dash listing Owner's name, Lake of the Woods address and telephone number. The vehicle is to be removed from the parking lot by 9:30 A.M. the following morning.

RECREATIONAL VEHICLES (RV'S), BOAT AND TRAILER PARKING

Parking of recreational vehicles, motor homes, travel trailers, boats and all trailers anywhere on the streets, common areas and grassed areas of the properties is prohibited except in the garage or carport of each lot. No such vehicles may be parked on the driveway of any lot, except for loading or unloading. If required, a permit up to a maximum of five (5) days may be granted to allow the Resident to park his RV in the Recreation Center parking lot. If staff is unavailable to issue permits, the RV may be parked in the Recreation Center parking lot if a note is left on the dash listing Owner's name, address and phone number and the RV is removed from the parking lot by 9:30 A.M. the following morning. Occupying an RV other than for loading or unloading anywhere on the property is prohibited.

GENERAL

1. Service vehicles responding to Owner and Resident service calls may, with the Owner's or Resident's permission, park in his driveway. If driveway space is not available, service vehicles may park on the streets, but only for the time required to complete the services. All service vehicles using the street must be appropriately marked as such to avoid removal by tow-away.

2. No vehicle may be parked in the driveway in a manner which causes the vehicle to extend onto the street. Note: In a 1 car driveway only 1 car may park in garage/carport and 1 behind if there is room and car cannot stick out into street; not side by side.
3. Handicap parking spaces may be used when bringing, or picking up, handicapped persons using the Clubhouse facilities. However, momentary parking for the loading and unloading of the vehicles will be permitted.
4. Directors, office staff, and members of the Parking Committee are authorized to issue a warning ticket to any vehicle parked in violation of the rules.

ENFORCEMENT

UPON VIOLATION OF THE PARKING RULES, THE ASSOCIATION BOARD OFFICERS AND OFFICE STAFF ARE AUTHORIZED TO HAVE THE VEHICLE TOWED AT THE OWNER'S EXPENSE. ANY VEHICLE , THOUGH, THAT IS BLOCKING INGRESS OR EGRESS TO COMMON AREAS OR RESIDENT'S PROPERTY MAY BE TOWED IMMEDIATELY.

Signs are placed at each entrance to the property in compliance with Florida Statute Section 715.07.