

**RESTATED BY-LAWS OF VILLAGE PARK ASSOCIATION, INC.**

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**RESTATED BY-LAWS OF VILLAGE PARK ASSOCIATION, INC.**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the corporation is VILLAGE PARK ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION". The principal office of the corporation shall be located at 428 Village Circle, SW, Winter Haven, Florida, 33880 and regular meetings of the members and directors will be held at the Clubhouse at the same address.

**ARTICLE II**  
**DEFINITIONS**

**SECTION 1.** "Association" shall mean and refer to VILLAGE PARK ASSOCIATION, INC. its successors and assigns.

**SECTION 2.** "Properties" shall mean and refer to that certain real property described in the first paragraph of the Fourth Amendment of the Declaration of Restrictions dated February 10, 1993, 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.

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

**SECTION 5.** "Grantee" or "Owner" shall mean and refer to the recorded Owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

**SECTION 6.** "Declaration" shall mean and refer to the Declaration of Restrictions applicable to the Properties and recorded in the Public Records of Polk County, Florida.

**SECTION 7.** "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

**ARTICLE III**  
**MEETING OF MEMBERS**

**SECTION 1.** Annual Meetings. The annual meeting of the members shall be held in January of each year at the Clubhouse of VILLAGE PARK at a time and date specified by the Board of Directors.

**SECTION 2.** Special Meetings. Special meetings of the Members may be called at any time by the

Chairperson of the Board of Directors, or by the Board of Directors, or upon written request of the Members who are entitled to vote one fourth (¼) of all the votes.

**SECTION 3. Notice of Membership 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 hand delivering or mailing a copy of such notice, postage prepaid, at least fourteen (14) days before such meetings to each Member entitled to vote there at, 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 the notice. Such notice shall specify the place, day and hour of the meeting and in the case of the special meeting shall also be the purpose of the meeting. Notice of the membership meeting shall also be posted in the Clubhouse and printed in the "Village Crier" if currently being published.

**SECTION 4. Quorum.** The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast, on quarter (¼) of the total voting interest shall constitute a quorum of 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 deemed present for quorum purposes for the remainder of the meeting and for any adjournment thereof.

**SECTION 5. Proxies.** At all meeting of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary at least twenty-four (24) hours before the meeting. Every proxy shall be revocable and shall only be valid for the specific meeting to which it applies, and any adjournment thereof.

**SECTION 5A. Absentee Ballot.** At any meeting of the Members, any Member may vote by an absentee ballot. The ballot shall be in writing, shall identify the manner in which the member votes and shall be filed with the secretary at least twenty-four (24) hours before the meeting. The ballot will be good only for the meeting at which the issue is brought to a vote, and any adjournment thereof.

**SECTION 6. Order of Business at Annual Meeting.** The following order of business shall be followed at the annual meeting of the Members.

- A. Pledge to the Flag
- B. Roll Call – Verification of Quorum
- C. Reading of the Minutes of the previous meeting
- D. Report of the Treasurer
- E. Report of the President
- F. Report of the Committees
- G. Unfinished business
- H. New business
- I. Installation of the Officers and Director
- J. Adjournment

**ARTICLE IV**  
**BOARD OF DIRECTORS, SELECTION & TERM OF OFFICE**

**SECTION 1. Number.** The affairs of the Association shall be managed by a Board of seven (7) directors consisting of the four (4) officers and three (3) additional Members at large. Only Members may serve as officers and Members of the board of Directors. At least a majority of the Board of Directors must be full time residents of the Properties.

**SECTION 2. Term of Office and Election.** The officers and the members of the Board of Directors shall be elected by the membership at a special meeting to be held in December and shall take office at the annual meeting in January. The offices of the President, Vice President, Secretary and Treasurer shall be filled by four (4) separate individuals who shall automatically become members of the Board of Directors. The individuals elected as officers shall serve for a term of one year as officer and as a member of the Board of Directors. Three (3) additional persons shall be elected to the Board of Directors as Members at Large for staggered terms of one, two and three years, respectively. A new director shall be elected each year for a three (3) year term. The same person may not simultaneously serve as an office and as one of the three Directors at Large. The past President is to be an Ex-officio Member of the Board of Directors, with NO voting rights in an advisory position only.

**SECTION 3. Chairperson of the Board.** The Board of Directors shall elect one person from among them to serve as the Chairperson of the Board for a term of one (1) year. The Chairperson shall be elected at the first meeting of the Board of Directors immediately following the annual meeting of the Members. The Chairperson of the Board shall preside at all meeting of the Board of Directors; shall see that orders and resolutions of the Board are carried out and shall appoint other committees as deemed appropriated in carrying out and its purpose. For reasons of continuity, the Chairperson will be one of the Directors at Large. If time for remaining in office permits, the Chairperson may be re-elected to serve another term as Chairperson.

**SECTION 4. Removal.** Directors may be removed from the Board of Directors by the members as provided in Chapter 720, Florida Statutes.

**SECTION 5. Compensation.** No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

**ARTICLE V**  
**NOMINATION AND ELECTION OF DIRECTORS**

**SECTION 1. Nomination.** Nomination for election as a Director, whether as an Officer or a Member at Large, shall be made from the Floor at the November membership meeting and at the December membership meeting at which the election will be held. Nominations from the floor are not effective if the person being nominated does not consent to serve.

**SECTION 2. Election.** Election of the Board of Directors shall be by secret written 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 person receiving the largest number of votes for any position shall be the one elected. Cumulative voting is not permitted. If there is only one candidate nominated for any particular vacancy, a voice vote from the floor may be held with respect to that vacancy and shall be valid.

## **ARTICLE VI** **MEETING OF THE DIRECTORS**

**SECTION 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly at the Clubhouse on a date and hour as may be fixed by the Board.

**SECTION 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by Chairperson of the Board, or by any two Directors, after not less than three (3) day notice to each Director, except in cases of emergency.

**SECTION 3. Quorum.** A majority of the 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 entire Board.

**Section 4. Governing Parliamentary Authority.** Robert's Rules of Order.

## **ARTICLE VII** **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**SECTION 1. Powers.** The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations concerning Association affairs and governing the use of the Common Area and facilities and the personal conduct of the Members and their guests, and to establish penalties for the infractions thereof.

(b) Suspend the voting rights and the right to use the recreational facilities of a Member during any period in which such Member shall be in default of the payment of any assessment levied by the Association or in violation of any provision of the governing documents or rules and regulations. Such rights may be suspended by the Board of Directors at a duly held board meeting only after written notice to the Owner providing an opportunity for a hearing:

(c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions by 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 unless the absence is excused by the Board for extenuating circumstances; and

(e) Employ a manager, an independent contractor, professional or such other employees as they deem necessary, and to prescribe their duties; and

(f) Require members for good cause to pay assessments or other charges by certified check or money order.

(g) Under an emergency condition, allow a current Board Member to enter into a dual office on a temporary basis.

**SECTION 2. Duties.** It shall be the duty 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 or at any special meeting when such statement is requested in writing by one-fourth ( $\frac{1}{4}$ ) of the Members who are entitled to vote;

(b) Prepare and approve an annual budget for the Association;

(c) Supervise all officers, agents and employees of this Association to ensure that their duties are properly performed;

(d) 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) Deliver written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and
- (3) Foreclose a lien for unpaid assessment against any Property for which assessments are not paid after due date or to bring an action at law against the Owner personally obligated to pay the same;

(e) 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.

(f) Procure and maintain adequate liability and hazard insurance on Property owned by the Association;

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

(h) Cause the Common Area to be maintained; and

(i) In its discretion and in accordance with Chapter 720, Florida Statutes, levy fines against lot Owners for violations of the governing documents or rules and regulations. Such fines may become

liens against the lot Owner's property in accordance with Chapter 720, Florida Statutes.

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**SECTION 3. Monetary Restriction.** A contract for the purchase, lease or renting of materials or equipment, or for the provision of services, has a \$5,000.00 association expenditure approval. Above 5 thousand dollars requires approval at a meeting of the members.

## **ARTICLE VIII** **OFFICERS AND THEIR DUTIES**

**SECTION 1. Enumeration of Officers.** The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer.

**SECTION 2. Resignation.** 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 the 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 3. Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

**SECTION 4. Multiple Offices.** No person shall simultaneously hold more than one office. Except as stated in Article VII, Section 1, (g)

**SECTION 5. Duties.** The duties of the officers are as follows:

### **PRESIDENT**

The President shall preside at meetings of the membership; shall be responsible for all social functions for the Association; shall sign leases, liens, mortgages, deeds and other written instruments and shall co-sign all paper checks with the Treasurer.

### **VICE PRESIDENT**

The Vice President shall act in the place of and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

### **SECRETARY**

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 meeting 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 of the Board.

## **TREASURER**

The Treasurer is responsible for keeping the financial records and issuing checks for approved expenditures. All checks must be signed by the Treasurer and the President or in the President's absence, but the Vice President. 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 and may sign liens with the consent of the President; keep proper books of the accounts; cause an annual audit of the Association books to be made by a committee appointed by the Board of Directors at the completion of each fiscal year; and shall prepare and 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. The Treasurer, with approval from the Board of Directors, may conduct online and/or electronic banking and, among other things, issue electronic checks. The Treasurer shall provide a monthly report to the President of all online/electronic banking conducted during the preceding month.

## **ARTICLE IX** **COMMITTEES**

**SECTION 1. Board of Directors.** The Board of Directors shall appoint an Architectural Control Committee as provided in the Declaration. In addition, the Chairperson of the Board of Directors shall appoint other committees as deemed appropriate to carry out its purpose.

**SECTION 2. Activity Committee.** Each year, the President shall appoint an Activity Committee for the purpose of deciding upon the disposition and use of the funds that are raised by the various activities. The members of the Activity Committee shall serve a one year term and may be reappointed in the discretion of the President. For proper filing of the income taxes the monies collected are to be handled by the Treasurer and listed apart from the Association's monies with separate and carefully kept records of the disposition of the Activity Funds. Activity Funds may be spent on any item or project agreed upon by the Activity Committee and may include, but not be limited to, projects or items to upgrade the Activities, beautification of the grounds, upgrading a facility, etc. Although the Activities Committee will never be required to do so by the Association, the Activities Committee may agree, from time to time, to spend some of their funds to assist the Association with expenses normally considered to be a Capital Improvement.

## **ARTICLE X** **BOOKS AND RECORDS**

The books, records and papers of the Association shall, during reasonable business hours, be available to inspection by any Member either at the Clubhouse or the office of the Association's attorney. The Declaration of Restrictions shall be available for inspection by any Member at the Clubhouse.



**ARTICLE XI**  
**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. The annual assessments shall be payable in equal monthly installments payable on the first day of each and every month. Any assessments which are not paid when due shall be delinquent. If the assessment is not timely paid, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) 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, cost and reasonable attorney's fees of any such action shall be added to the amount of such assessment. 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/her Lot.

**ARTICLE XII**  
**CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: VILLAGE PARK ASSOCIATION, INC.

**ARTICLE XIII**  
**AMENDMENTS**

**SECTION 1.** These By-laws may be amended, at a meeting of the Members at which a quorum is present by a vote of the majority of Members present in person or by proxy. The proposed changes shall be proposed to the Members by a majority vote of the Board of Directors.

**SECTION 2.** In case of conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of conflict between the Declaration and these By-laws, the Declaration shall control.

**ARTICLE XIV**  
**MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of the Incorporation.

**ARTICLE XV**  
**HOUSING FOR OLDER PERSONS**

(a) The Association and Properties are intended to and shall be operated for the purpose of providing housing for older persons pursuant to and in compliance with federal, state and local law. The term "older persons" means persons fifty-five years of age or older.

(b) At least one person aged fifty-five years or older shall occupy each lot within the Properties.

(c) At no time shall less than eighty percent (80%) of all occupied lots within the Properties be occupied by at least one person aged fifty-five years or older.

(d) The Association, through its Board of Directors, shall publish and enforce rules, procedures and regulations that effectuate this Article, comply with applicable law and demonstrate the community's intent to operate as a community for persons fifty-five years of age or older.

(e) The Association shall, at least once every two years, conduct a survey of the community to verify that the provisions of this Article are adhered to and complied with. All Owners are required, upon request by the Association, to:

- (1) Provide to the Association copies of drivers licenses or other government issued identification for all occupants of a Lot which shall include the birth date of each occupant;
- (2) Execute and deliver to the Association a certificate that at least one person aged fifty-five years or older occupies the lot; and
- (3) Provide to the Association such other certifications, information or documentation as is deemed necessary by the Association, through its Board of Directors, to ensure compliance with this Article.

(f) Prior to the lease, conveyance or transfer of title to or the right to occupy any lot, the Owner and the proposed new Owner, occupant, lessee or transferee shall each certify in writing to the Association that the Lot will be occupied by at least one person fifty-five years or older. No lease, conveyance or transfer of title to or the right to occupy any lot may be affected; carried out or otherwise accomplished in contravention of this Article and the Association shall have the authority to apply for an injunction prohibiting the lease, conveyance or transfer of title to or the right to occupy any lot if the lease, conveyance or transfer would violate this Article.

(g) If title to a lot, due to the death of an Owner and via inheritance, is transferred to a person under fifty-five years of age, the new owner may occupy the Lot only if in doing so would not cause less than eighty percent (80%) of all occupied lots within the Properties to be occupied by at least one person aged fifty-five years or older.

(h) No person under the age of eighteen (18) shall reside on or occupy a lot in the Properties. However, persons under the age of eighteen (18) may visit as guests and stay with an Owner overnight, but never for more than sixty (60) days in any calendar year.

(i) As with the other provisions in this Declaration, the Association shall be entitled to enforce the provisions of the Article via proceedings at law or in equity, including without limitation via application for injunctive relief, and the prevailing party in any such proceeding shall be entitled to

recover from the other party all costs and reasonable attorney fees that were incurred therein.

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**ARTICLE XVI**  
**STANDING RULES**

**SECTION 1. Clubhouse.** The rules for the use of the Clubhouse are as follows:

(a) The use of the Clubhouse for other than the regularly scheduled meetings and activities should be reserved well in advance, as much as possible, by contacting the Association President.

(b) A deposit may be required for the private use of the Clubhouse. The deposit will be refunded if premises have been left in order. Clubhouse supplies, food, drinks and paper goods must be paid for or replaced.

(c) A sponge mop should be left in the Clubhouse for use in mopping floors after spills and coming in from the pool.

(d) The Clubhouse, rest rooms, kitchen and equipment must be cleaned and left in order after use. Lights and air conditioners turned off, and the doors locked before leaving.

(e) Please report any misuse of this facility.

**SECTION 2. Pool.**

(a) The Pool is provided for use by the RESIDENTS OF VILLAGE PARK, AND THEIR IMMEDIATE FAMILIES AND GUESTS. NO OTHER PERSONS ARE TO USE THE POOL AT ANY TIME.

(b) No private pool parties will be permitted at any time.

(c) Consideration for other Residents using the Pool must be observed.

(d) Our Pool is really quite small for a community even as little as ours. The capacity of our Pool is rated at nineteen (19) persons. This means about ten percent (10%) of our total Resident population can use the Pool at the same time.

(e) In view of item (d) above, we ask that the Pool NOT be used by our Residents as the entertainment center for their guests. If your (here for the day) guests is a group of friends from places of employments, social clubs, private clubs, church groups, relatives who live near by (within 75 miles) etc., you are asked that not more than a reasonable number of these guests use the Pool at any one period of time, and that you try to place a time limit on their stay at the Pool. Other Residents and their guests may also want to use the Pool. We are sure that you will agree that to cause an overload on our Pool facilities with this type of guest activity is unfair to everyone.

(f) It is impossible for the Resident to monitor the conduct of their guests or family members when the Resident (home/lot Owner) is away from the Park working, or shopping or on a trip.

Therefore, guests or family members who live within 75 miles from this Park will NOT be permitted

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to use the Pool unless the Host Resident is physically present in the Park, or has family members taking care of their home during the time the Resident is away.

(g) The rules posted on the side of the pump house in the Pool area MUST be observed.

(h) All children under the age of eighteen (18) are to be accompanied AT THE POOL at all times and closely supervised by an adult. A parent or the Host Resident is preferred.

(i) The Pool is primarily for the use of the Residents, and the total number of guests or children using the Pool should not be of such a great number nor for such a long period of time as will deprive other Residents from using it.

(j) There is to be NO running, screaming, rough play, jumping on chairs, diving or jumping into the Pool or sitting on the top of the pump house. Safety at Pool side is every persons concern and responsibility.

(k) Suntan oil is NOT to be used if going into the Pool. Oil clogs the Pool pumps and does a great deal of damage to the filtering equipment. Oil must be washed off with soap and water before entering the Pool.

(l) NO glassware of any kind is permitted in the Pool area.

(m) Umbrellas are to be closed when leaving the Pool area.

(n) Clean ashtray, pick up trash, lock doors and close gates when leaving the Pool area.

(o) Any Resident has the right to ask anyone using the Pool who they are and whose guest they are.

(p) No Pets are allowed in the Pool area.

(q) Proper attire is required by users of the Pool area.

(r) There is no lifeguard or immediate medical facilities available. ALL persons will **SWIM AT YOUR OWN RISK.**

(s) Please report any observed misuse of this facility.

### **SECTION 3. Shuffleboards.**

(a) Equipment for the Shuffleboards is kept in the Clubhouse screen room. The equipment must be properly stored after use.

(b) No walking on the surface of the Shuffleboards except when cleaning or preparing the boards for use.

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(c) No playing or using the surface of the Shuffleboards for any purpose other than that for which they are designed.

(d) Please report any misuse of the this facility.

**SECTION 4. Horseshoe Pits.**

(a) The equipment for the Horseshoe Pits is stored in the screen room of the Clubhouse. The equipment must be properly stored after use.

(b) Re-smooth the soil in the Pit after you finish your game.

(c) Clean the Horseshoes before you put them away.

(d) Please report any observed misuse of this facility.

**SECTION 5. Storage Area.**

(a) Only RV's, boats and boat trailers, trailers, campers, motor homes and lawn equipment owned by an Owner are to be stored in the Storage area. All of the above must be on wheels with axles.

(b) Any Resident may store any of the above in the Storage area.

(c) It is first come first serve in the Storage area. If you move your item at any time you can not put anything in that space for when you return.

(d) There is no fee for storage in the Storage area.

(e) Current registration is not required on the items in the Storage area.

(f) Do not block the entrance. Your key to the Clubhouse opens the lock to the Storage area. Please keep it locked for security.

**SECTION 6. Yard Sales.**

(a) Yard sales will be limited to one per year.

(b) Yard sales will be held as a community with the date of the yard sale to be set by the Board of Directors and will be held two consecutive days.

(c) Any Lot Owner may hold a two day consecutive yard sale with Board approval for the following conditions:

(1) Death of the Property Owner.

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(2) Sale of the Property.

(3) Purchase by new Owner of a Property.

(4) Vacating of the Property for health reasons.

**SECTION 7. Garbage and Waste.**

(a) Garbage and yard waste should be put out for pickup the night prior to the scheduled pickup only.

(b) Garbage in plastic or metal containers are allowed on the back of the carport if hidden from view of the street.

**SECTION 8. Clubhouse Parking**

(a) The Clubhouse parking spaces are meant for Residents attending Community events. Visitors may use the spaces if no events are planed or going on.

(b) No Residents shall park as personal parking in the spaces for more than 24 hour period if no events are planed or going on.

**SECTION 9. Visitor Pets**

(a) Visitors will be allowed to bring their pets into the park when visiting only.

(b) Visitors pets shall be kept on the Residents property and kept on a leash when outside.

