

Kingsland Country Estates - Whispering Pines

HOA Summary

This summary is provided for general informational purposes and is not part of the recorded HOA documents nor a full list of restrictions and covenants. Refer to the full HOA governing docs for a complete understanding of the Homeowners' Association covenants, bylaws, and restrictions. Written approval from the Architectural Review Board may be required prior to making allowed changes to the property.

Fences

Materials: All fences shall be constructed of chain link coated with green vinyl

Height: 4 feet maximum

Landscaping and Yard Use

Trees, plants, and landscaping: No limitations noted

Garden beds: No limitations noted

Swing sets and sports equipment: Allowed - Playground equipment must be located in the rear of yard.

Sheds: Not allowed

Swimming pools: Allowed - In ground. Not allowed - above ground.

Parking and Motor Vehicles

Commercial / Work Vehicles: Operable pickup trucks are allowed on the paved driveway

Boats, RV's, ATV's, jet skis, etc.: Must be parked in designated area

Trailers: Allowed in garage or designated area

Animals

Number: No limitations noted

Restrictions: No limitations noted

Livestock: Not allowed

Rentals

Long term: No limitations noted

Short term: No lease shall be for a term of less than three months

See recorded HOA documents in pages that follow



Corporate offices • 3020 S. Florida Avenue Suite 101 • Lakeland, FL 33803 • (863) 619-7103

www.HighlandHomes.ORG

For informational purposes only; subject to change without notice. Refer to the full covenants and association governing docs for a complete understanding of the Homeowners' Association.

Marco Polo Village II Homeowners Association, Inc.

c/o Vine Management of Ocala, LLC
1515 E. Silver Springs Blvd., Suite 110
Ocala FL 34470
352-812-8086

February 12, 2021

Hello Marco Polo Homeowner !

We would like to take this opportunity to introduce ourselves, Vine Management of Ocala, LLC, we are your Condominium Association management company .

We are a licensed Community Association Management Company and will handle your day to day needs. Our goal is to provide your Lifestyle with a personalized style of management, and we welcome participation of all members. We look forward to meeting you at Association meetings or while on-site. Please don't hesitate to contact us if you have any questions or concerns.

Please complete and return the attached information sheet to us by mail or email so that we have your current primary contact information. Your previous management firm will be providing us with your Association financials and very soon, thereafter, you will receive an email with a new portal activation link to review current documents and account status.

We can be reached by calling the office at **(352) 812-8086** or by email to info@vinemanagementofocala.com

For after hours or weekend emergencies please call the number provided below and leave a voicemail. The system will page a manager and your call will be returned promptly.

Regular US mail to: Marco Polo Village II Homeowners Assoc. Inc.
c/o Vine Management of Ocala LLC
1515 E. Silver Springs Blvd, Suite 110
Ocala, FL 34470

Do not send correspondence to the previous management firm any longer. If you do, the mail may be lost or delayed.

Looking forward to serving you!

Respectfully,

Louis J. Gahr, LCAM
Rebecca McCray , LCAM



Marco Polo Village II Homeowners Association, Inc.

c/o Vine Management of Ocala, LLC
1515 E. Silver Springs Blvd., Suite 110
Ocala FL 34470
352-812-8086

What about making your payments, accessing your accounts and questions? We will be sending an invitation to join to your homeowner portal online for access to all community documents as well as to set up payments and view ledger.

Payments are made payable to Marco Polo Village II Homeowners Assoc., Inc.

Regular US mail to: Marco Polo Village II Homeowners Assoc.
c/o Vine Management of Ocala LLC
1515 E. Silver Springs Blvd, Suite 110
Ocala, FL 34470

*If you have auto-pay established with your bank please revise the "mail to" address accordingly.

How do we handle assessment payments? In the collection of assessments we will follow the procedures as described in your CCR's (Covenants, Conditions, and Restrictions). Your Association cares for you and your family, the best course of action is to pay on time and communicate with us immediately if a situation arises. Applicable late fees and interest charges are applied per the community documents you've agreed to. These cannot be waived once they are issued.

How do we handle covenant compliance? Very seldom do we have to send more than one letter to a homeowner because we believe in a neighborly approach, while making every effort to eliminate any doubt that a compliance situation exists. We will follow procedure per your governing documents.

What's our management style? At Vine Management we believe our focus on communicating will improve our ability to serve you. Our licensed Community Association Managers will oversee your community, handle vendor and compliance issues, document financials and maintain close communications with the Board of Directors. For the next several months you may see one or more of our staff at your meetings slowly introducing them to your community.

What's next? If your mailing address is different from your home address, let us know immediately so that we may enter the correct address into our system to prevent the possibility that mail may not reach you in a timely fashion.

Please complete and return the enclosed information sheet so that we can confirm that most up to date information and best ways to communicate with you.

Thank you in advance for your cooperation and we look forward to working for your community!

-Rebecca McCray
Community Association Manager
Vine Management of Ocala
352-812-8086
info@vinemanagementofocala.com



Marco Polo Village II Homeowners Resident Information

1515 E. Silver Springs Blvd Suite 110, Ocala FL 34470
(352) 812 – 8086

To better serve you and your community please update the following information and return to the management office, address listed above, or by email to info@vinemanagementofocala.com

Address: _____

Name: _____

Additional Resident(s): _____

Main Phone #: _____ Alt. Phone: _____

Email Address: _____

Preferred Mailing Address: _____

Are you a part-time resident _____ or full-time resident? _____

If rented please provide a current lease with complete renter detail and contact information

In your absence who has access to your home in case of an emergency?

Name: _____ Phone: _____

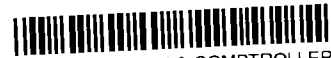
Emergency Contact: _____ Phone: _____

Vehicle(s):

Make: _____ Year: _____ Model: _____ Color: _____ Tag#: _____

Animal(s): _____

**SECOND AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR MARCO POLO VILLAGE II**



DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
DATE: 01/21/2020 02:56:53 PM
FILE #: 2020006758 OR BK 7118 PGS 1891-1894
REC FEES: \$35.50 INDEX FEES: \$0.00
DDS: \$0 MDS: \$0 INT: \$0

Amendments to Article VI.

Section 1. Monetary Defaults and Collections of Assessments:

(a). Late Fees and Interest: If any Assessment is not paid by December 31st, the Association shall have the right to charge the defaulting Owner a late fee in the amount of \$50.00, plus 10% every month of the total amount due thereafter until the total amount is paid in full.

Amendments to Article VIII.

Section 3. Residential Use Only: Lot owner may lease their homesite for terms of no less than six (6) months in addition to providing a copy of the lease agreement to the Association.

Section 4. Minimum Square Footage:

An accessory building shall not be less than 280 square feet and no larger than 450 square feet, with plans to be approved by Association. The accessory building shall be similar material and colors as the residence- no metal/ plastic structures.

Any one-story house shall contain at least 1700 square feet of living space. Any two-story house shall contain at least 2800 square feet of living space.

Section 9. Prohibition of Walls and Restrictions on Fences or Hedges: Any Fence shall require the advance approval of the Association. Fences and/or hedges more than 4 feet in height shall not be erected or maintained on any lot or parcel of land, and provided further, no fence or hedge shall be erected along or near the front property line or along the lot sidelines nearer the front property line than the rear of the residence placed on the Lot. All fences shall be constructed of chain link coated with green vinyl.

For the exception of Lots 92 through 150 Block 2, Lots 1 through 4 and 13 through 24 of Block 5, Lots 2 through 26, and Lots 47 through 49 of Block 7, may erect a Tan 6 Foot Plain Vinyl Plank Fence on the Rear Portion of the property line with approval from the Association.

All walls of any type are prohibited.

Section 15. Exterior Paint: All paint colors must be presented to the Association for approval, all garage doors shall be painted the body color of the house.

Section 18. Allowable Trim and Decoration: No owner or tenant of an Owner shall install shutters, awnings or other decorative trim without approval of the Association, except small exterior decorations such as address plates and name plates, which shall not exceed the sign limitations set forth in Section 16 above. All other outside decorations and ornaments whether affixed to the Dwelling Unit or placed elsewhere on the lot are prohibited. This restriction shall not apply to seasonal decorations from two (2) weeks prior to the holiday to which the decorations are related until one (1) week after said holiday. Winter decorations can be installed from the weekend before Thanksgiving -up to January 7th. To half flag poles affixed to the outside of a dwelling unit. The half flagpole is not to exceed 8.5 feet in length and not to extend vertically from the ground above sixteen (16) feet. Free standing flag poles are allowed, said poles shall be vertically from the ground sixteen (16) feet. No flag to be flown except that of the United States of America.

Section 20. Unit Air conditioners: No air conditioning units may be mounted through windows or walls. It is the intention of this provision to authorize the Association to disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds. All other air conditioning units shall be in the Rear Yard or in a Side yard.

Section 26. Care of Lawns and Yards: All owners shall keep their lawns and shrubbery in a reasonably neat and trimmed condition. No lot, or portion of any lot, shall be used or maintained as a dumping ground for rubbish, trash or waste materials and no worn-out automobiles or other abandoned or dilapidated personal property shall be allowed to remain on any lot. All containers, oil tanks, or bottled gas tanks shall be kept at the rear of the house or underground. Burning of any trash on any homesite is prohibited. Owners shall maintain their lots in neat, clean, orderly fashion, or, if not, the Association may maintain the yard and charge the residents for the cost of the maintenance. Unlicensed vehicles, building materials or unsightly items shall not be stored on any lot. Only minimal vehicle maintenance (tire change, oil change, washing and waxing) is allowed on any lot. Only declarant and USPS approved mailboxes shall be installed on any lot. Nothing may be added or attached to the mailbox post structure, including without limitation, flags, signs, flowers, decorations, or numbers. Replacement of any mailboxes or mailbox post shall be at the lot owners' expense but shall be of a design and color approved by Declarant. No garden tools, ladders, chairs, etc. shall be stored or hung outside of a residence. No ornamental statues, figures, or other decorations shall be permitted in the front yard or on a living unit, except seasonal decorations (such as seasonal & winter lights as stated in section 18) Operable Water fountains are to be 3 tier high (approximate 6' tall). No bird baths or any fixture that will have standing water.

Section 28. Set-Back Requirements:

(c). No building shall be erected less than 35 feet from the front lot line, nor shall any building on a corner lot be less than 15 feet from the side street. No building shall be located less than 8 feet from any side lot line.

Section 34. Driveways: All Driveways shall be constructed of concrete when the house is built. Brick, Ornamental Pavers and painted driveways shall submit the appropriate forms to be Approved by the Association with color selections prior to commencement of said project.

Section 35. Leases: All leases of a Dwelling Unit shall be restricted to residential use. All copies of the leases shall be in writing and given to the Association with the Tenants information and shall provide that the Declarant or the Association shall have the right to terminate the leases upon default by the tenant in observing any provisions of this Declaration.


ALL OF THE ABOVE ARE ADDITIONS TO RECORDED COVENANTS AND RESTRICTIONS

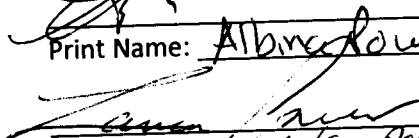
IN WITNESS WHEREOF, the undersigned has executed this Declaration this 1st day of August, 2019.

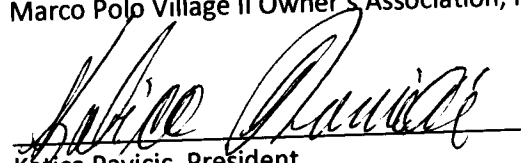
EXECUTED as of the date first above written

Signed in the presence of:

Marco Polo Village II Owner's Association, Inc.

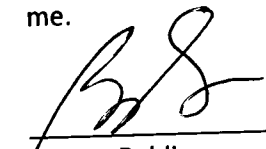

Print Name: ALBERTO POWERS

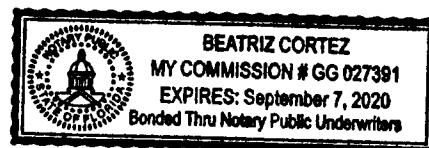

Print Name: CHANE POWERS


Katika Pavicic, President

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me, this 1st day of August, 2019 by Katika Pavicic as President of Marco Polo Village II Owner's Association, Inc., and who is personally Known to me.


Notary Public
Beatriz Cortez
Notary Printed Name



DATE: 08/06/2007 09:25:12 AM

FILE #: 2007104912 OR BK 04859 PGS 1189-1192

Prepared by:
Fred N. Roberts, Jr., Esq.,
333 NW Third Avenue
Ocala, FL 34475

RECORDING FEES 35.50

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR MARCO POLO VILLAGE II**

THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR MARCO POLO VILLAGE II (hereinafter referred to as the "Declaration") was made by Marco Polo Builders, Inc., Marko Pavicic and Katica Pavicic and Forest Glenn, Inc. (hereinafter collectively referred to as "Declarant"), dated October 16, 2002, and recorded on October 18, 2002, in Official Records Book 3260, Pages 594 through 643, inclusive, of the Public Records of Marion County, Florida.

WITNESSETH:

NOW, THEREFORE, pursuant to authority of the Declaration, the Lots and Parcels described on Exhibit "A" are expressly released from the terms and conditions of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 13th day of July, 2007.

Signed in the presence of:

Helena Willman

Print Name: Helena Willman

Mark O. Tucker

Print Name: MARK O. TUCKER

Helena Willman

Print Name: Helena Willman

Mark O. Tucker

Print Name: MARK O. TUCKER

MARCO POLO BUILDERS, INC., a
Florida corporation

By: Katica Pavicic

Katica Pavicic, Its President

Katica Pavicic
Katica Pavicic

MARCO POLO BUILDERS INC
13561 SW 40TH CIRCLE
OCALA, FL 34473



Lora Lanier

Print Name: LORA LANIER

Holly M. Mowery

Print Name: Holly M. Mowery

FOREST GLENN, INC., a Florida corporation

By: Vincent Cina
Vincent Cina, Its Vice President

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 13th day of July, 07, by Katica Pavicic, Individually and as President of Marco Polo Builders, Inc., a Florida corporation, who ☒ is personally known to me or () produced _____ as identification.



Helena Willman
My Commission DD274566
Expires February 11 2008

Helena Willman

Notary Public
My Commission Expires: Feb 11 2008

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 16 July, 2007, by Vincent Cina as Vice President of Forest Glenn, Inc., a Florida corporation, who () is personally known to me or ☒ produced FL DL as identification.

HOLLY M. MOWERY
Notary Public, State of Florida
My comm. exp. May 8, 2010
Comm. No. DD 549896

Holly M. Mowery
Notary Public
My Commission Expires: _____

CONSENT AND JOINDER

The undersigned Owner of Lots and Parcels described on Exhibit "A" attached hereto in **Marco Polo Village II**, hereby joins in and consents to this First Amendment to Declaration of Covenants and Restrictions for Marco Polo Village, II.

MARCO POLO BUILDERS, INC., a
Florida corporation,

By: _____

Katica Pavicic
Katica Pavicic, President

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 13th day of July, 2007, by Katica Pavicic, as President of Marco Polo Builders, Inc., a Florida corporation, who (☒) is personally known to me or () produced _____ as identification.



Helena Willman
My Commission DD274566
Expires February 11 2008

Helena Willman

Notary Public

My Commission Expires: Feb 11, 2008

EXHIBIT "A"

Deleted from Marco Polo Village II

Block 7,

Lots 37, 38, 39, 40, 41 and 42

All of the above real property being located in and part of KINGSLAND COUNTRY ESTATES WHISPERING PINES SUBDIVISION, according to the plat thereof as recorded in Plat Book "N", Pages 86 thru 96, of the Public Records of Marion County, Florida.

JB
726.50 R

**DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
MARCO POLO VILLAGE II**

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY

DATE: 10/18/2002 02:23:50 PM

FILE NUM 2002116753 OR BK/PG 03260/0594

RECORDING FEES 226.50

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

THIS AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS for Marco Polo Village II (hereinafter referred to as the "Declaration") is made on the date hereinafter set forth by Marco Polo Builders, Inc., Marko Pavicic and Katica Pavicic and Forest Glenn, Inc. (hereinafter collectively referred to as "Declarant").

WITNESETH:

WHEREAS, Declarant is the sole owner in fee simple of certain real property located in Marion County, Florida which is more particularly described in Exhibits "A" attached hereto (hereinafter referred to as the "Property") subject to the Kingsland Country Estates Covenants and Restrictions recorded in Official Records Book 594, Pages 359 through 377, inclusive, of the public records of Marion County, Florida.

WHEREAS, the Declarant desires to provide for the preservation of the values in the Property and for maintenance of certain open space, green belt areas, and other common facilities in the Property sometimes referred to herein as Marco Polo Village II and designated by this Declaration and to this end, desire to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof; and

WHEREAS, the Declarant deems it desirable for the efficient preservation of the values and amenities in the Property to create a homeowners' association to which shall be delegated and assigned the powers of maintaining and administering the common area properties and facilities; administering and enforcing the covenants and restrictions; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated under the laws of the State of Florida, a not for profit corporation called Marco Polo II Owner's Association, Inc. (hereinafter referred to as the "Association"), to exercise the aforesaid functions; and

WHEREAS, the Property is subject to and encumbered by the terms, conditions (hereinafter "Master Declaration"), easements, reservations and covenants imposed by that certain instrument entitled Kingsland Country Estates Covenants and Restrictions dated June 28, 1973 and recorded October 22, 1973 in Official Records Book 594 at Page 359, amended at Official Records Book 628, Page 106, both of the Public Records of Marion County, Florida; and

NOW, THEREFORE, Developer hereby submits the Property described in Exhibit "A" and declares that all of Marco Polo Village II shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said land, and be binding on all parties having any right, title or interest in the land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. This Declaration does not create a condominium, and the Association hereafter established does not constitute a condominium association.

ARTICLE I

DEFINITIONS

Section 1. "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, including any amendments thereto.

Section 2. "Assessments" shall mean any of the types of Assessments defined below in this Section.

(a) "Common Assessment" shall mean a charge against each Owner and his Lot, representing a portion of the expenses of maintaining, repairing, improving and replacing the Common Areas, operating the Association and performing any other maintenance, repairs or services authorized or permitted by this declaration, including the construction, maintenance and repair of and/or the Common Area.

(b) "Special Assessment" shall mean a charge against one or more owners and their Lots equal to the cost incurred by the Association in connection with the enforcement of this Declaration against such Owner(s) for such Owner(s)' failure to duly perform their obligations hereunder.

(c) "Reconstruction Assessment" shall mean a charge against each Owner and his Lot representing a portion of the cost incurred by the Association for reconstruction of any portion or portions of the Improvements located on the Common Areas pursuant to the provisions of this Declaration.

(d) "Capital Improvement Assessment" shall mean a charge against each Owner and his Lot representing a portion of the cost incurred by the Association for installation or

construction of any improvements on any portion of the Common Area which the Association may from time to time authorize.

Section 3. "Association" shall mean and refer to Marco Polo Village II Owner's Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 4. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 5. "Bylaws" shall mean the Bylaws of the Association adopted by the Board including any amendments thereto.

Section 6. "Marco Polo Village II" shall mean and refer to the Property as now constituted and/or as enlarged from time to time by Marco Polo Builders, Inc. and/or Marko Pavicic and/or Katica Pavicic.

Section 7. "County" shall mean the Marion County, Florida.

Section 8. "Common Areas" may mean all personal property and real property, including easements, licenses, leaseholds, or other real property interests, including the improvements thereon, owned by the Association or selectively maintained by the Association for the common use and enjoyment of the Owners, including any surface water or storm water management system, whether acquired by purchase or conveyance from the Declarant, its successors or assigns, or otherwise. The term "Common Areas" is such of the real property so designated by the Board that is not described as a Lot on the Plat of Kingsland Country Estates, Whispering Pines, the plat of which has been recorded in Plat Book N, Pages 86 through 96, inclusive, in the Public Records of Marion County, Florida (herein collectively the "Plat") and may also include, but not be limited to fences, end landscape buffers around the perimeter of the Property, buffer areas, entry features, decorations, improvements and landscaping, licensed or easement uses and any other real or personal property declared to be Common Areas in this Declaration or so designated by the Board of Directors. "Common Areas" may also mean and refer to real property and improvements or personal or intangible property owned by the Kingsland Property Owner's Association, Inc. (herein "KPOA") or otherwise designated a Common Area pursuant to the Master Declaration, for the common use, enjoyment and benefit of the Owners for which maintenance responsibility is assigned or delegated by the Master Declaration to KPOA and the KPOA agrees to the assignment or delegation. All "Common Areas" are to be devoted to and intended for the common use and enjoyment of the members of the Association, their families, guests, and persons occupying "Dwelling Units" on a guest or tenant basis, and to the extent authorized by this Declaration or by the Board of Directors.

Section 9. "Common Expenses" may mean the actual and estimated costs of ownership, maintenance, management, operation, insurance, repair and replacement of the Common Areas (including unpaid Special Assessments and including those costs not paid by the Owner responsible for the payment); the cost of the maintenance, repair and continued implementation of the surface water or the storm water management system; costs of all utilities, cable or master television

charges, if any; the costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees, agents or independent contractors; the costs of all utilities, gardening and other services benefitting the Common Areas, the costs of fire, casualty and liability insurance, Workmen's Compensation insurance, and other insurance covering or connected with the Common Areas; costs of bonding the officers, agents, and employees of the Association; costs of errors and omissions liability insurance for officers, employees and agents of the Association; taxes paid by the Association, including real property taxes for the Common Areas; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Areas or any portion thereof, and the costs of any other item or items so designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Common Areas or for the benefit of the Owners.

Section 10. "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions for Marco Polo Village II and any amendments and supplements thereto.

Section 11. "Dwelling Unit" or "Dwelling Parcel" shall mean and refer to a Lot as defined herein consisting of a detached single-family unit constructed thereon as to which a certificate of occupancy is issued by the applicable governmental authorities.

Section 12. "FHA" shall mean and refer to the Federal Housing Administration.

Section 13. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 14. "Institutional Mortgagee" shall mean and refer to a mortgage holder in the business of making, guaranteeing, or purchasing mortgages, including but not limited to banks, savings and loans, mortgage companies, VA, FHA, FNMA, or FHLMC.

Section 15. "Lot", also referred to as "Parcel", shall mean and refer to any plot of land shown upon the Plat with the exception of any Common Area owned by the Association or the KPOA.

Section 16 "Master Association" shall mean and refer to Kingsland Property Owner's Association, Inc., a Florida not-for-profit corporation, its successors and assigns, as created by the Master Declaration.

Section 17. "Master Declaration" shall mean and refer to the Kingsland Country Estates Covenants and Restrictions dated June 28, 1973 and recorded in Official Records Book 594, at Page 359 and amended at Official Records Book 628, at Page 106, both of the Public Records of Marion County, Florida and any amendments thereto.

Section 18. "Member" shall mean and refer to the Declarant, and any subsequent Lot/Parcel Owner.

Section 19. "Owner" shall mean and refer to the record owner of a Lot ("Lot Owner")

subsequent to Declarant, whether one or more persons or entities, of a fee simple title to any "Lot" or parcel which is a part of or situated upon the Property; however, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

Owner may also mean any Declarant as owner of additional real property subjected to this Declaration and/or subsequent Owner.

Section 20. "Plat" shall mean and refer to the subdivision of Kingsland Country Estates, Whispering Pines as recorded in the public records of Marion County, Florida.

Section 21. "Property" shall mean and refer to the property described on Exhibit "A" attached hereto and as enlarged from time to time by Marco Polo Builders, Inc. and/or Marko Pavicic and/or Katica Pavicic.

Section 22. The "Rear Yard" shall be the portion of the Lot on the side of the line so drawn lying furthest from the road or road right of way. The Rear Yard of Lots situated on the corner of multiple roads or road right of ways shall be the portion of the Lot lying behind both of the two lines drawn as set forth herein.

Section 23. "Side Property Line" shall mean the boundary or boundaries of any Lot which boundary or boundaries are not adjacent to a road or road right-of-way.

Section 24. "Side Yard" or "Side Yards" shall mean the portion of each Lot lying between the Dwelling Unit and a Side Property Line and lying between two lines drawn perpendicular to the Side Property Line the first of which is as far forward from the rear line of the Lot as the point of the Dwelling Unit closest to the rear line of the Lot, and the second of which is as far back from the front line of the Lot as the point of the Dwelling Unit closest to the front line of the Lot. In any dispute as to the location and description of a Side Yard for any individual Lot the determination of the Association shall be final.

ARTICLE II

MASTER COVENANTS

The Submitted Property lies within a larger development known as Kingsland Country Estates. All of Kingsland Country Estates has been submitted to the Master Covenants, including the property covered by this Declaration. The Master Covenants are binding upon the properties covered by this Declaration, and the covenants, easements and restrictions contained herein are supplementary to the covenants, easements and restrictions contained in the Master Covenants. This Declaration contains covenants, easements and restrictions which are in addition to those contained in the Master Covenants. Except in cases where it is impossible to enforce both the Master Covenants and this Declaration due to direct conflict, both sets of covenants shall be fully enforceable against the property.

The Master Covenants require payment of certain assessments (herein "Master Association Assessments") to the Master Association. The Board of Directors of the Association may elect to act as the collecting agent for the Master Association for the purpose of collecting the Master Association assessments which are due from the Owners of Dwelling Parcels. If the board of Directors does so elect, it will merely be doing so for the convenience of the Owners, and the personal obligation and lien for the Master Association Assessments shall still run directly to the Master Association, and in the event of default in payment by an Owner, the Master Association shall be responsible for enforcing and collecting same by legal action brought in the name of the Master Association. In the event the Board of Directors does elect to act as collecting agent for the Master Association, all money remitted by an Owner to the Association shall be applied first to assessments due under this Declaration, and only when such assessments are paid in full shall the Association be obligated to remit any money for and on behalf of the Owner to the Master Association for application to Master Association Assessments.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION:

PROPERTY RIGHTS

Section 1. The property. The real Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Marion County, Florida, and is more particularly described in Exhibit "A". Marco Polo Builders, Inc. and/or Marko Pavicic and/or Katica Pavicic reserves the right to delete a Lot or Lots and/or to add additional Lot(s) and/or Property to be subject to the terms of this Declaration.

Section 2. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation, pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as the overall plan or scheme. No such merger or consolidation, however, shall affect any revocation, change, or addition to the covenants and restrictions established by this Declaration within the Property, except as hereinafter provided.

Section 3. Owner's Easements of Enjoyment. Every owner shall have a non-exclusive perpetual right and easement of enjoyment in and to so much of the Common Areas owned by the Association, if any, which right and easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) any limitations or conditions set forth in the deed, grant of easement, license or other conveyance or agreement creating the right of the Association in and to that portion of the Common

Areas;

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless an instrument, signed by Members representing a majority of the votes of the membership, agreeing to such dedication or transfer has been recorded.

Section 4. Maintenance Easements. The Association shall have a non-exclusive perpetual right and easement on every Lot for the purpose of maintaining the Common Areas and providing such other services to the Owners as are authorized or permitted by this Declaration, which right and easement is assignable.

Section 5. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the Owner's respective Lot.

Section 6. Construction and Sales. There is hereby reserved to the Declarant, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Lots), easements over the Common Areas, if any, for construction and maintenance of utilities lines, display, signs, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Lots within the Property and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Lots.

Section 7. Utility Easements. To the extent that permits, licenses and easements over, upon or under the Common Areas are necessary so as to provide utility services and roads to the Property, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Marco Polo Village II and each owner and his heirs, successors and assigns, do hereby designate and appoint the Declarant (and the Association, upon termination or conversion of the Class B Membership) as his agents and attorneys-in-fact with full power in his name, place and stead, to execute instruments creating, granting or modifying such easements; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas, if any.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership in Association. Every Owner of a Lot which is subject to assessment

shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights in Association. The Association shall have two (2) classes of Voting Membership.

Class A. Class A. Members shall be all owners, with the exception of, until conversion from Class B Membership, Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Members shall be the Declarant, each of which shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership six (6) months after ninety percent (90%) of the parcels have been conveyed to members. At such time the Class B Members shall be deemed Class A Members entitled to one (1) vote for each Lot in which they hold the interest required for Membership under Article III, Section 1.

Section 3. Membership and Voting Rights in the Master Association. The owners of Lots shall be members of the Master Association as provided in the Master Declaration and/or this Declaration.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each owner of any Lot by acceptance of a deed from any Declarant, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay Assessments to the Association, such Assessments to be established and collected as hereinafter provided. There shall never be any liability for Assessments with respect to Lots owned by Declarant until the date of conveyance of the Lot by Declarant. The Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment fell due.

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

Section 3. Maintenance. The Association may maintain the Common Areas to the extent that such maintenance does not fall within the jurisdiction of the Master Association but shall not

assume any of the Master Association or Kingsland, Inc.'s responsibility to either the City, County or State of Florida, their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Areas or the Property including, but not limited to, roads and water distribution systems, or any Surface Water or Storm Water Management System. The Association may contract with the Master Association for the provision of maintenance by the Master Association to Common Areas, or for the provision of maintenance by the Association to areas that are Common Areas of the Master Association but not Common Areas of the Association.

Section 4. Maximum Annual Common Assessment. Until December 1st of 2003, the annual Common Assessment shall be and shall not exceed One hundred thirty-five Dollars (\$135.00) annually, beginning January 01, 2004, and thereafter shall be adopted by the Association.

Section 5. Assessments for Capital Improvements. In addition to the annual Common Assessment authorized above, the Association may levy, in any assessment year, an Assessment applicable to that year for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto. Any such Assessment shall have the assent of a majority of the votes of the membership who are voting in person or by proxy at a meeting duly called for this Purpose.

Section 6. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty-three and one-third percent (33 1/3 %) of the votes of the membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be twenty-five (25%) of the votes of the membership. The Association may call as many such subsequent meetings as necessary to obtain an authorized quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. The Common Assessment, and any Reconstruction Assessment and Capital Improvement Assessment, must be fixed at a uniform rate for all Lots and may be collected on a monthly, semi-annual, quarterly or annual basis as determined by the Board of Directors. Until changes the Common Assessment shall initially be collected annually on or before January 1, 1998 and the same date thereafter. The Declarant shall collect from the purchaser of a Lot the initial prorated Common Assessment at the time of conveyance and immediately transfer said funds to the Association.

Section 8. Date of Commencement of Assessments; Due Dates. The Assessments provided for in this Article shall commence as to any one Lot on the first day of the month next following the Conveyance of the Lot to an Owner other than Declarant. Written notice of the Common Assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth

whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as to third parties as of the date of its issuance.

Section 9. Effect on Declarant. Notwithstanding any provision that may be contained to the contrary in this Declaration, for so long as Declarant is the owner of any Lot, the Declarant shall not be obligated for any Assessment.

Section 10. Master Association Maintenance Assessments. In addition to the Assessments charged by the Association each Owner is also obligated to pay the assessments imposed by the Master Association as set forth in the Master Declaration. With the concurrence of the Association assessments charged by the Master Association shall be paid to and collected by this Association together with the assessments set forth herein. In such event, the Association shall remit to the Master Association the assessments collected pursuant to the Master Declaration. The Association shall retain all other assessments collected pursuant to this Declaration. In the event of a deficiency in the amount collected on behalf of the Master Association, the Association may use a portion of its own Assessment fund to pay such deficiency and shall be entitled to all of the rights of the Master Association to attach liens for such deficiencies upon the properties of the delinquent Owners as set forth in the Master Declaration or this Declaration.

ARTICLE VI

COLLECTION OF ASSESSMENTS

Section 1. Monetary Defaults and Collection of Assessments.

(a) Late Fees and Interest. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten (10%) percent of the amount of the Assessment, or Ten (\$10.00) dollars, whichever is greater, plus interest at the highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association.

(b) Lien for Assessments. The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys fees incurred by the Association incident to the collection of the Assessments or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a lien in the public records in the County, stating the legal description of the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other monies owed to the Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been

fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

(c) Collection and Foreclosure. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, or foreclosure of the Association's lien, including reasonable attorneys' fees and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.

(d) Subordination of Lien. The lien of the Association for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage of record. Any person who obtains title to a Lot pursuant to the foreclosure of a first mortgage of record, or any Mortgagee who accepts a deed to a Lot in lieu of foreclosure of the first mortgage of record shall not be liable for any Assessments or for other monies owed to the Association which are chargeable to the former Owner of the Lot and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid Assessments or other monies are common expenses collectable from all of the owners, including such acquires and his successors and assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments as may be assessed to the Owner's Lot. Any person who acquires a Lot, except through foreclosure of a first mortgage of record or acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid Assessments and other monies due and owing by the former Owner to the Association; provided, however, that this obligation shall not be applicable to loans insured by the Federal Housing Administration or guaranteed by the Veterans Administration, if the applicable statutes, rules or regulations of the FHA or VA prohibit such liability.

(e) Assignment of Claim and Lien Rights. The Association, acting through its Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments and any other monies owed to the Association, to any third party.

(f) Unpaid Assessments Certificate. Within fifteen (15) days after written request by any owner or any Mortgagee holding or making a mortgage encumbering any Lot, the Association shall provide the Owner or Mortgages a written certificate as to whether or not the owner of the Lot is in default with respect to the payment of Assessments or with respect to compliance with the terms and provisions of this Declaration, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any Lot shall be protected thereby.

(g) Application of Payments. Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the Association incidental to the collection of Assessments and other monies owed to the Association by the owner or for the enforcement of its lien; next towards interest on any Assessments or other monies due to the Association, as provided herein; and next towards any unpaid Assessments owed to the Association in the inverse order that such Assessments were due.

Section 2. Non-Monetary Defaults In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests, or invitees, (other than the non-payment of any Assessment or other monies) of any of the provisions of this Declaration, the Articles, the Bylaws or the rules and regulations of the Association, the Association shall notify the owner and any tenant of the owner of the violation, by written notice. The Owner may request a hearing to be set by the Board of Directors on the alleged violation, and when requested, the Board of Directors shall appoint a committee as provided in Florida Statutes §617.305 and provide a minimum of 14 days notice to the person who is the alleged violator. After hearing, should the Committee find a violation and if such violation is not cured as soon as practicable and in any event within (i) seven (7) days after such written notice where no hearing is requested or (ii) within seven (7) days after the Committee finds a violation, or (iii) if the violation is not capable of being cured within such seven (7) day period, if the owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within seven (7) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option take any one or all of the following actions:

(a) Impose a fine for each violation not to exceed \$50.00 and/or a suspension of common area use rights against the owner or tenant as provided in Section 3 of this Article;

(b) Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;

(c) Commence an action to recover damages;

(d) Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten (10%) percent of such expenses, and all expenses incurred by the Association in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be assessed against the applicable Owner as a Special Assessment and shall be due upon written demand by the Association. The Association shall have a lien for any such special Assessment and any interest, costs or expenses associated therewith, including

attorneys' fees incurred in connection with such special Assessment, and the Association say take such action to collect such Special Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the Public Records of the County.

Section 3. Negligence. An owner shall be liable and may be assessed by the Association for the expense of any maintenance, repairs or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot or Dwelling Unit or the Common Areas.

Section 4. Responsibility of an Owner for Occupants, Tenants, Guests and Invitees. Each owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Dwelling Unit, and for all employees, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws, by any resident of any Dwelling Unit, or any guest or invitee of an Owner or of any resident of a Dwelling Unit shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

Section 5. Right of Association to Evict Tenants, Occupants, Guests, and Invitees. With respect to any tenant or any person present in any Dwelling Unit or any portion of the Property, other than an owner and the members of his immediate family permanently residing with him in the Dwelling Unit, if such person shall materially violate any Provision of this Declaration, the Articles or the Bylaws, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association such person shall be required to immediately leave the Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable owner as a Special Assessment, and the Association may collect such Special Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

Section 6. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, or condition in the future.

Section 7. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of this Declaration, the Articles or the Bylaws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 8. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by Declarant, Lot Owner or the Association, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

ARTICLE VII

EASEMENT RESERVED TO DECLARANT

Section 1. Easement over Common Areas. For so long as Declarant is the Owner of any Lot, the Declarant hereby reserves unto itself the right to grant easements over, upon, under and across all Common Areas, including, but not limited to, the right to use the said Common Areas to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations, lift stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 2. Establishment of Easements. All easements, as provided for in this Article, shall be established by one or more of the following methods, to wit:

- (a) by a specific designation of an easement on the recorded Plat of the Property;
- (b) by a reservation of specific statement provided for an easement in the deed of

conveyance of a given Lot or Dwelling Unit; or

(c) by a separate instrument, said instrument to be subsequently recorded by the Declarant.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Master Declaration. In addition to the use restrictions set forth herein, construction, occupation and use of each Lot subject to this Declaration is subject to the provisions of the Master Declaration.

Section 2. Use Restrictions. The use restrictions contained in this Article shall apply uniformly to all Lots and Dwelling Units on the Property.

Section 3. Residential Use Only. No Lot shall be used for any purpose except for residential. The term "residential" is intended to prohibit any commercial or institutional use, including professional office use of any portion of any Lot or Dwelling Unit. No Building shall be erected, altered, placed or permitted to remain on any Lot other than Dwelling Units designated for residential use, with attached private garages. The foregoing shall not prohibit the Declarant from using Dwelling Units as models or offices.

No manufactured or mobile homes shall be placed upon any Lot in the Property. Wells shall be used for irrigation purposes only.

No lot shall be used for any commercial enterprise or business activity. Lot Owner may lease their homesite for terms of no less than three (3) months. The tenant shall abide by all covenants and deed restrictions of Whispering Pines. The lot owner shall be responsible for any damage to the lot or the Common Areas caused by the tenant or the tenants guests or invitees.

Section 4. Minimum Square Footage. Living space shall mean heated and cooled space under a single continuous roof, exclusive of garages, terrace, patios and storage area, whether attached and heated or cooled. Living space is exclusive of porches, decks, pools, breezeways, basements, attics, garages, and accessory buildings.

An accessory building shall not be less than 280 square feet, with plan to be approved by the Association. The accessory building shall be of similar material and colors as the residence -no metal structures.

Any one-story house shall contain at least 1600 square feet of living space. Any two-story house shall contain at least 2000 square feet of living space.

Section 5. Subdivision - Multi Units. Only one Dwelling Unit may be erected on each Lot and/or Lot and one-half adjacent Lot. No Lot may be subdivided except that a Lot may be divided in half for the sole purpose of making single residential building Lot comprised of one Lot and an adjacent one-half Lot. In the event a Dwelling Unit is erected on a Lot and one-half or two Lots, all of the easement not running adjacent to the front, side or rear lines of the newly configured Lot and one-half or the Lots, Lot shall automatically be extinguished.

Section 6. No Temporary Structures. No temporary structure, including but not limited to a portable, storage building, temporary buildings, sheds, structures or tents, shall be erected, constructed or located upon any Lot for storage or otherwise, provided, however that this prohibition shall not apply to shelters, sheds or trailers used by the Declarant or Marco Polo Builders, Inc. during the construction of any Dwelling Unit.

Section 7. Livestock and Animal Restrictions. No livestock, poultry, reptiles or animals of any kind or size shall be raised, bred or kept on any Lot or in any Dwelling Unit; provided, however, that dogs, cats and other common domesticated pets may be raised and kept if such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed off the premises of the Owner's Lot except on a leash. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

Section 8. Restriction on Activity. No noxious or offensive activity shall be conducted or permitted to exist upon any Lot or in any Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance. No Lot, driveway, roadway or Common Area shall be used for purposes of vehicle repair or maintenance. This restriction shall not apply to activities conducted by the Declarant or the Developer in the construction, sale or maintenance of improvements upon the Property.

Section 9. Prohibition of Walls and Restrictions on Fences or Hedges. Any fence shall require the advance approval of the Association. Fences and/or hedges more than 4 feet in height shall not be erected or maintained on any lot or parcel of land, and provided further, no fence or hedge shall be erected along or near the front property line or along the lot sidelines nearer the front property line than the rear of the residence placed on the Lot. All fences shall be constructed of chain link coated with green vinyl.

All walls of any type are prohibited.

Section 10. Garages. Each Dwelling Unit shall have an attached garage designed for storage of at least two (2) automobiles. In order to maintain a harmonious and aesthetic appearance, the garage doors shall remain closed except when in actual use to allow ingress and egress into the garage for motor vehicles, lawn equipment and other residential uses.

Section 11. Shingles. All houses are required to have 30 year dimensional shingles.

Section 12. Insect and Fire Control and Trash Removal. In order to implement effective insect, reptile and fire control, the Association shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. The provisions in this section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Association in exercising its right under this section shall constitute a Special Assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment by the Association. No such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Association will exercise its right to enter the Property pursuant to this Section.

Section 13. No Clothes Lines. No exterior clothes lines or drying areas shall be permitted including removable clothes lines or drying areas.

Section 14. Exterior Antennas, etc. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Lot or Dwelling Unit thereon, except that satellite dishes of less than thirty-nine (39) inches in diameter may be installed on Dwelling Units if approved, including as to location, by the Association.

Section 15. Exterior Paint. No paint may be used on the exterior of any Dwelling Unit in a color other than the color of exterior paint used in the original construction of the Dwelling Unit, without the prior written consent of the Association.

Section 16. Signs. No commercial sign or other sign shall be erected or maintained on any Lot or Dwelling unit or in a window within public view except a "For Sale" sign that shall only be placed inside (the interior of the house) in a window and except as may be required by legal proceedings and/or the written consent of the Association. "For Sale" signs shall not exceed 54 square inches. Declarant reserves the right to place signs pursuant to Article III.

Section 17. Exterior Maintenance. The Association shall have the right, but not the duty, to provide all exterior maintenance including repairs to walls and roofs, painting, landscaping and lawn maintenance for any areas of the Lot. The Association shall have the right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after notice to an Owner of a Dwelling Unit to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Association in performing repairs and maintenance under this Section shall be paid out by the Owner. If the Owner fails to pay, then the Association shall have the right to impose a special Assessment against said Owner to pay for the cost of repairs and replacements.

Such Assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other Assessments by the Association. The Association shall have the right to enter upon any Lot or upon the exterior of any Dwelling Unit for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Association or its agent shall not be deemed a trespass. No such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Association will exercise its right to enter the Property pursuant to this section.

Section 18. Allowable Trim and Decoration. No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim without the approval of the Association, except small exterior decorations such as address plates and name plates, which shall not exceed the sign limitations set forth in Section 15 above. All other outside decorations and ornaments, whether affixed to the Dwelling Unit or placed elsewhere on the Lot, are prohibited. This restriction shall not apply to seasonal decorations from two weeks prior to the holiday to which the decorations are related until one week after said holiday, and to half flagpoles affixed to the outside of a dwelling unit, the half flag pole not to exceed 8.5 feet in length and not to extend vertically from the ground above sixteen (16) feet. Free standing flag poles are allowed, but said poles shall not extend vertically from the ground above sixteen (16) feet. No flag shall be flown except that of the U.S.A. or another country.

Section 19. Window Tinting and Treatments. No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the Association. Window treatments shall be completed within three months after move-in.

Section 20. Unit Air conditioners. No air conditioning units may be mounted through windows or walls unless the location, method of installation and appearance has been approved in writing by the Association. It is the intention of this provision to authorize the Association to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds. All other air conditioning units shall be located in the Rear Yard or in a Side Yard.

Section 21. Interior Maintenance. Each individual owner shall have the responsibility to maintain the interior of their respective Dwelling Unit. In the event the interior of said Dwelling Unit is damaged in such fashion so as to create a health or safety hazard to adjoining Dwelling Units or to create a nuisance and such damage is not repaired within thirty (30) days from the occurrence of the damage, then in such an event, the Association shall have the right to make reasonable repairs to the interior of such Dwelling Unit or take steps to secure the Dwelling Unit to remove or correct the health or safety hazard and shall be entitled to make a Special Assessment against the owner of the Dwelling Unit for the costs of such repairs. Such Assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other Assessment by the Association.

Section 22. Area Not To Be Built On, Tree Removal and Landscaping Restrictions. With the exception of floral planting (hedges, trees, flowers etc) and an Accessory Building, no structure

or improvement shall be constructed upon or located upon the forty (40) feet of the rear yard contiguous to the rear yard back property boundary line of the subject Lot.

Trees less than 4" in diameter and dead wood may be removed from the Lot as determined by the Owner, however, otherwise no living tree shall be cut down, destroyed or removed from the Property without the prior approval of the Association. All requests for approval of tree removal shall be submitted to the Association along with a plan showing generally the location of such tree(s). This restriction shall not apply to the Declarant in the course of construction, sales or maintenance of improvements upon the Property. Anyone violating the provisions of this section will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the Association. If the Owner fails or refuses to replace the trees as demanded, the Association may cause suitable replacements to be planted and the cost thereof shall be a lien against the Lots of the Owner. The Owner grants to the Association, its agents and employees, an easement of ingress and egress over and across said Lot to enable it to comply with this Section.

Except for lawns left in their natural setting when the home is initially constructed, all lawns on all sides of the buildings and from property line to street lines on the above mentioned land shall extend to the street line. Upon completion of the building or buildings, the lawn area on all sides thereof shall be completely sodded, seeded or sprigged with grass and the same shall be watered and maintained so that the lawn area shall be uniformly green and well kept. Gardens are allowed in the backyard only, not to exceed six hundred (600) square feet in area and shall not have a perimeter length in excess of one hundred (100) feet or a dimension of any side or major axis in excess of thirty (30) feet. Hedges may not exceed height of four (4) feet on any lot and shall be confined to the back yard. No parking of any utility trailer, travel trailer, recreational vehicle, boat, boat trailer, motor vehicle, trailer or other moveable item shall be allowed on any area required to be sodded, seeded or sprigged with grass pursuant to this provision.

Section 23. Vehicles and Parking. No utility trailer, travel trailer, recreational vehicle, boat, boat trailer, inoperable motor vehicle, junk motor vehicle, motor vehicle under repair, trailer or other moveable item (herein collectively "vehicle") shall be permitted to remain out of the garage on any lot for more than twenty-four (24) hours nor may any vehicle be parked on any street. All prohibited vehicles must be parked in areas designated or as provided by the Lot Owner. All operable pickup trucks are allowed out of the garage on the paved driveway of a Lot.

On street parking is prohibited except temporary parking while providing services to a Dwelling Unit or the Property.

Section 24. Timely Completion of Dwelling Unit. All exterior construction and landscaping of any Dwelling Unit shall be completed before any person may occupy the same. All construction on any Dwelling Unit shall be completed within eight (8) months from the issuance of the building permit for that Dwelling Unit.

Section 25. Recreational Equipment. A and C must be submitted for approval prior to setting up these items.

A - Swing Sets. Swing sets will be considered based on location, style, material, and color. All playground equipment shall be located in the rear of the house and placed in such a location as to minimize the impact on the neighboring views as much as possible. Wood is the preferred material of choice for swing sets. Wood sets may be left natural, stained or painted to match the exterior of the house. Slides must exit towards adjacent property.

B - Play Areas. Play areas are to be located in the rear of the house and placed in such a location as to minimize the impact on neighboring views as much as possible. Play areas may include sandboxes and large mulched areas around swing sets. The areas may be edged with timbers or other suitable edging material.

C - Basketball Hoops. Basketball hoops will be considered based on location, method of installation, and materials. Backboards and their poles will be of standard commercial quality. Permanent post-mounted or heavy-duty basketball hoop and pole on wheels may be erected on side or rear of the homeowner's lot. No mounting of basketball hoops to the house/garage. If erected in the front yard, it must be alongside and adjacent to the driveway and not be closer to the street than $\frac{1}{2}$ the distance between the house and beginning of the road. Use of the basketball hoops are restricted to the hours between 9 am and 9 pm. The homeowner is responsible at all times to keep such structure in good condition and repair and adequate painted or otherwise finished.

D - Lawn Chairs. Lawn chairs may be maintained only in the center of the rear yard or on the front porch of dwelling.

Section 26. Care of Lawns and Yards. All owners shall keep their lawns and shrubbery in a reasonably neat and trimmed condition. No lot, or portion of any lot, shall be used or maintained as a dumping ground for rubbish, trash or waste materials and no worn out automobiles or other abandoned or dilapidated personal property shall be allowed to remain on any lot. All containers, oil tanks or bottled gas tanks shall be kept at the rear of the house or underground. Burning of any trash on any homesite is prohibited. Owners shall maintain their lots in neat, clean, orderly fashion, or, if not, the Association may maintain the yard and charge the residents for the cost of the maintenance. Unlicensed vehicles, building materials or unsightly items shall not be stored on any lot. Only minimal vehicle maintenance (tire change, oil change, washing, and waxing) is allowed on any lot. Only Declarant and USPS approved mailboxes shall be installed on any lot. Nothing may be added or attached to the mailbox post structure, including without limitation, flags, signs, flowers, decorations or numbers. Replacement of any mailboxes or mailbox post shall be at the Lot Owner's expense but shall be of a design and color approved by Declarant. No garden tools, ladders, chairs, etc. shall be stored or hung outside of a residence. No ornamental statues, figures or other decorations shall be permitted in the front yard or on a living unit, except seasonal decorations (such as Christmas lights) which are allowed two (2) weeks before and one week following such holiday. Lattice type screens, roll screens and other types of screening are specifically limited to the interior of any home and screen room. No grass clippings or refuse shall be dumped in any retention area located on or near by the property. No noxious, offensive, or destructive activity shall be permitted to cause discomfort, embarrassment, or annoyance to other residents.

The Owner shall maintain all shrubbery, sod, trees and other landscaping installed on their Lot in a neat, clean, orderly and healthy condition. The lawn shall be comprised of grass sod only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. All grass sod shall be of a type approved by the Association. Lawns will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass sod are specifically prohibited. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, or vegetation shall be permitted outside the Dwelling Unit, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Dwelling Unit. All shrubbery shall be regularly trimmed, fertilized, watered, and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The Owner's maintenance and care obligations as set forth herein shall apply to all portions of the Lot including any easements located on or adjacent thereto, including front, side, and rear road and utility easements.

Section 27. Pools. No above-ground pools are permitted within the Property. All in-ground pools shall include a paved patio extending from the Dwelling Unit and completely surrounding the pool and shall be located in the Rear Yard. All pool enclosures, including screening, must be approved by the Association.

Section 28. Set-Back Requirements. All Dwelling Units shall be set back at least as far as required by the minimum setback requirements specified by any of the following restrictions;

- (a) Any setbacks as shown on the plat; or
- (b) the Marion County Building and Zoning Code, or
- (c) no building shall be erected less than 30 feet from the front lot line, nor shall any building on a corner lot be less than 15 feet from the side street. No buildings shall be located less than 8 feet from any side lot line.

Section 29. Storage No items may be stored on a Lot outside a Dwelling Unit including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, lawn tools, supplies, lawn mowers, and equipment.

Section 30. Household Garbage and Yard Trash. No Lot or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied, and kept in covered sanitary containers in the garage, or at the rear of the Dwelling Unit out of sight from the street within an approved fence area. On those days and only on those days when garbage pickup or trash pickup are made at the Lot, the Owners shall place their garbage (bagged and tied) on their Lot and adjacent to the street for pickup not earlier than sundown prior to the day of pickup. All receptacles will be removed from the

curbside not later than sundown of the day of pickup. In the event trash or garbage must be collected from a receptacle servicing more than one Lot to meet the requirements of a collection company or agency, all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle. In no event shall trash or garbage be placed outside the receptacle. Nothing contained herein shall prohibit the Declarant, or any builder of a Dwelling Unit, from maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this section, on a Lot or on the Properties during construction of improvements to the Properties or construction of a Dwelling Unit.

Section 31. Containers and Fuel Tanks. All containers, bottled gas tanks, water softeners and tanks for irrigation wells shall be located in the garage or, if not permitted by applicable ordinances, in the Rear Yard or a Side Yard adjacent to the Dwelling Unit and shall be installed underground or within a walled-in area which is not visible from any street or adjoining property. Any such walled-in area shall be constructed in such a manner as to be inaccessible to dogs or other animals and shall be in form and of a material approved by the Association.

Section 32. Burning. No Owner shall burn any trash, debris or refuse, or allow any other person to burn trash, debris or refuse on any Lot or on the Property except, however, Declarant reserves unto itself and Participating Builders, the right to burn debris as the result of clearing and cleaning of any land in the Property, and construction of improvements.

Section 33. Lighting. All exterior lighting on any Lot or dwelling unit must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Properties except the Lot upon which the lighting is erected. The Association shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions at the Property. This provision shall not apply to street lighting installed by the Declarant, the Developer, the Association, or any governmental entity, and the electric charge for the operation of street lighting shall be paid for by the Association.

Section 34. Driveways. All driveways shall be constructed of concrete, brick, or ornamental pavers. Driveways shall not be painted unless approved by the Association.

Section 35. Leases. All leases of a Dwelling Unit shall be restricted to residential use. All leases shall be in writing and shall provide that the Declarant or the Association shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. Each lease shall contain the following provision:

The lessee hereby acknowledges that this lease is subject to the Declaration of Covenants and Restrictions for Marco Polo Village II, that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorney fees.

(In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference.) In the event a lessee or a lessee's invitee, guest, or licensee of Dwelling Unit occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than three months. The Declarant, Association, or any property Owner shall have the right to collect attorneys fees against any occupant or tenant and the owner of the Dwelling Unit in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this section.

Section 36. Garage. Each Dwelling Unit shall be constructed to provide for a minimum of two (2) private passenger vehicles. The garages shall be maintained by the Owner of the Dwelling Unit as a garage and conversion to another use other than housing private passenger vehicles is prohibited. This provision does not and is not intended to prohibit the concurrent use of the garage to house lawnmowers, garden tools, storage, etc.

ARTICLE IX

INSURANCE

Section 1. Casualty Insurance. The Association may keep (i) all buildings and improvements owned by the Association insured against loss by fire and the risks covered by a Standard multi-peril insurance policy under an extended coverage hazard policy in the amount of the maximum insurable replacement value thereof, and (ii) all personal property owned by the Association insured with coverage in the maximum insurable fair market value of such personal property with an insurance carrier selected by the Association. Insurance proceeds for improvements in the Common Area and any personal property owned by the Association shall be payable to the Association. In the event of any loss, damage or destruction to improvements and buildings in the Common Area, the Association shall cause the same to be replaced, repaired or rebuilt. In the event the cost of such replacement, repair or rebuilding of improvements on the Common Area (x) exceeds the insurance proceeds available therefore, or (y) no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the Owners.

Section 2. Public Liability Insurance. The Association may procure and keep in force public liability insurance in the name of the Association and the Owners against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area having such limits as may be determined by the Board.

Section 3. Policies. Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Association and open for inspection by the Owners and Mortgagees at any reasonable time. ALL such insurance policies shall provide that they shall not be cancelable by the insurer without first giving at least ten (10) days prior notice in writing to the Association.

Section 4. Directors and Officer Liability Insurance. The Association may procure and keep in force D and O insurance coverage for the benefit of the officers and directors of the Association.

ARTICLE X

COVENANTS AGAINST PARTITION AND

SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owner(s) shall have no right at law or equity to seek partition or severance or such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Areas appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed. The Declarant shall convey the Declarant's interest in the common Areas to the Association. This provision does not give the Association and/or Lot or Dwelling owner a right to concurrent occupancy of property not owned by the Association, i.e. license or easement, except where expressly provided for in the established instruments.

ARTICLE XI

AMENDMENTS TO DECLARATION

Section 1. General Amendments. This Declaration may be amended only (i) by the affirmative vote or written consent of the Members having not less than two-thirds (2/3) of the votes of the Membership, or (ii) by the Declarant, so long as the amendment will not impose more stringent regulations on Lots already sold by Declarant. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant without his prior written consent. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or supplemental declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee. Declarant may add additional Lots to this Declaration.

Section 2. Additional Requirements for Amendments. Any amendment to this Declaration which alters the surface water or storm water management system, beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have the prior written approval of the entity with jurisdiction, notwithstanding any other provisions contained herein.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The invalidation of any covenant or restriction by judgment of any court having jurisdiction thereof shall not in any way affect any of the other provisions of the Declaration, which shall continue to remain in full force and effect.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than sixty-five percent (65%) of the Members and by Mortgagees holding first mortgages on not less than fifty percent (50%) of the Lots. Any revocation must be recorded.

Section 4. Right of Association to Merge. The Association retains the right to merge with any other property owners' association. This right shall be exercised by the recordation of an amendment to this Declaration recorded among the Public Records of the county, which amendment shall set forth a legal description of the Property to which this Declaration, as amended shall apply.

The amendment shall further have attached to it a resolution of this Association and the property owners' association with which a merger is to take place, and such resolution shall be certified by the Association Secretary thereof and shall state:

- (a) That a meeting of the Association was held in accordance with its Bylaws.
- (b) That a two-thirds (2/3) vote of the Membership approve the merger.

The foregoing certificates, when attached to the amendment, shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

Section 5. FHA/VA Approval. If any mortgage encumbering any Dwelling Unit is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then upon written demand to the Association by either such agency, the following action, if made by Declarant or if made prior to the completion of seventy-five percent (75%) of the Dwelling Units

which may be built within the Property, must be approved by either such agency; (I) any annexation of additional property; (ii) any mortgage, transfer or dedication of any common Area; (iii) any amendment to this Declaration, the Articles or the Bylaws, if such amendment materially and adversely affects the Owners or materially and adversely affects the general scheme of development created by this Declaration; provided, however, such approval shall specifically not be required where the amendment is made to add any property specifically identified in this Declaration, or to correct errors or omissions, or is required to comply with the requirements of any Institutional Lender or is required by any governmental authority; or (iv) any merger, consolidation or dissolution of the Association. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any such action to Declarant or to the Association within twenty (20) days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval may be conclusively evidenced by a certificate of declarant or the Association that the approval was given or deemed given.

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IN WITNESS WHEREOF, the undersigned has executed this Declaration this 16 day of October, 2002.

EXECUTED as of the date first above written

Signed in the presence of:

Marco Polo Builders, Inc., a Florida Corporation

(Corporate Seal)

By: Marko Pavicic
Its: President

Pat Carpenter
Print Name: PAT CARPENTER

Helena Willman
Print Name: Helena Willman

Pat Carpenter
Print Name: PAT CARPENTER

Pat Carpenter
Print Name: PAT CARPENTER

Marko Pavicic
Marko Pavicic

Katica Pavicic
Katica Pavicic

Forest Glenn, Inc., a Florida Corporation

(Corporate Seal)

By: C. Thomas Petersen
C. Thomas Petersen as its Vice President

Andrey F. Jones
Print Name: Andrey F. Jones

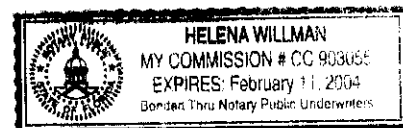
Print Name: _____

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me, this 16th day of October, 2002 by Marko Pavicic as President of Marco Polo Builders, Inc, a Florida Corporation.

- (a) ☒ personally known to me OR
(b) _____ produced _____ as identification.

Helena Willman
Notary Public



STATE OF FLORIDA
COUNTY OF MARION

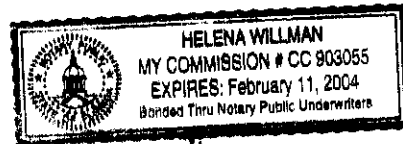
The foregoing instrument was acknowledged before me, this 16th day of October, 2002 by Marko Pavicic and Katica Pavicic.

- (a) ☒ personally known to me OR
(b) ☐ produced _____ as identification.

Helena Willman

Notary Public

STATE OF FLORIDA
COUNTY OF MARION



The foregoing instrument was acknowledged before me on the 16 day of October, 2002, by C. Thomas Petersen as Vice President of Forest Glenn, Inc., a Florida Corporation, who is personally known to me or who produced _____ as identification.

Helena Willman

Notary Public

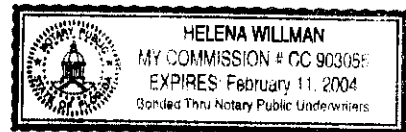


EXHIBIT "A"

184 Lots located in KINGSLAND COUNTRY ESTATES, WHISPERING PINES, as per plat thereof, recorded in Plat Book N, Pages 86 through 96, of the Public Records of Marion County, Florida, described as follows:

Lots 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 124, 125, 126, 128, 130, 131, 132, 133, 134, 135, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, and 151, BLOCK 2; and

Lots 1, 2, 3, 4, 5, 6, 7, 8, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, BLOCK 5; and

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, and 47, BLOCK 6; and

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25, 26, 37, 38, 39, 40, 41, 42, 47, 48, 49 and 50, BLOCK 7; and

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, and 29, BLOCK 8.

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ARTICLES OF INCORPORATION

OF

MARCO POLO VILLAGE II OWNER'S ASSOCIATION, INC.

In compliance with the requirements of the laws of the State of Florida, the undersigned hereby associated themselves together for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, 1991, as amended, and do hereby certify:

ARTICLE I

Name

The name of the Corporation is Marco Polo Village II Owner's Association, Inc., hereinafter called the "Association". The address of the principal office of the Corporation is 13561 SW 40th Circle, Ocala, Florida 34473 and the mailing address of the Corporation is 13561 SW 40th Circle, Ocala, Florida 34473.

ARTICLE II

Registered Agent

The street address of the registered office of the Corporation is 421 S. Pine Avenue, Ocala, FL 34474 and the name of its Registered Agent is Daniel Hicks.

ARTICLE III

Existence and Duration

Existence of the Association shall commence with the filing of these Articles

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EXHIBIT

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of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE IV

Incorporators

The names and residences of the incorporators of the corporation are as follows:

Daniel Hicks 421 S. Pine Avenue, Ocala, FL 34474

ARTICLE V

Definitions

All definitions in the Declaration of Covenants and Restrictions of Marco Polo Village II (The "Declaration") to which a copy of these Articles are attached as Exhibit "C", are incorporated herein by reference and made a part hereof.

ARTICLE VI

Purpose and Definitions

Section 1. Purpose. The primary purpose of this Association is to create an entity to provide a forum for discussion and communication among the Owners of property in Kingsland Country Estates, and to facilitate and assure the maintenance and operation of the property as may be subjected to the terms of the Declaration pursuant to its terms, including but not limited to the roadways and drainage facilities.

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Section 2. Nonprofit Character of Association. The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members. The Association shall make no distributions of income to its Members, Directors or Officers.

Section 3. Definitions. "Declarant" shall mean Forest Glenn, Inc., Southern Multicapital Corporation and Marco Polo Builders, Inc., Marko Pavicic and/or Katica Pavicic and its successors in interest or assigns.

ARTICLE VII

Powers

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association including the following:

(a) To exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants and Restrictions for Marco Polo Village (the "Declaration") as recorded in the Public Records of Marion County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length. Definitions in the Declaration shall apply in this document.

(b) To promulgate or enforce rules, regulations, bylaws, covenants, restrictions, or agreements to effectuate all of the purposes for which the Association is organized.

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(c) To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the laws of the State of Florida may now or hereafter have or exercise.

(d) To establish, collect, and disburse assessments to be used for the maintenance and upkeep of the Common Areas.

(e) To manage, operate, maintain, repair and improve the Common Areas.

(f) To enforce covenants, conditions or restrictions affecting the Property to the extent the Association may be authorized to do so under any Declaration of the Bylaws.

(g) To enter into, make, perform or enforce contracts of every kind and description; and to all other acts necessary, appropriate or advisable in carrying out any purpose of the Association with or in association with any corporation or other entity or agency, public or private.

(h) To levy and collect adequate assessments against members of the Association for the cost of maintenance and operation of the Common Areas and other purposes provided for in the Declaration.

ARTICLE VIII

Membership

The Declarant and every Owner of a Lot as defined in the Declaration shall be a member of the Association. Except for the Declarant membership shall be

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appurtenant to and may not be separated from ownership of any Lot. All members agree to be bound by the terms and provisions of these Articles of Incorporation and such Bylaws and operating procedures as may be promulgated by the Association from time to time.

ARTICLE IX

Voting Rights

The Association shall have two (2) classes of voting membership with voting rights in the Association as follows:

Class A. Class A Members shall be all owners, with the exception of, until conversion from Class B Membership, Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

In the event all of the Owners of a Lot cannot agree on any vote, no vote shall be cast for such Lot; provided, however, that the Association may conclusively rely on the vote cast by any of the Owners of a Lot as being authorized by all such Owners unless the Association has been notified in writing to the contrary by one or more such Owners.

Class B. The Class B Members shall be the Declarant, each of which shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall

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cease and be converted to Class A Membership six (6) months after ninety percent (90%) of the parcels have been conveyed to members. At such time the Class B Members shall be deemed Class A Members entitled to one (1) vote for each Lot in which they hold the interest required for Membership.

ARTICLE X

Board of Directors

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three nor more than nine persons who need not be members of the Association. The first Board shall consist of three Directors to be appointed by the Declarant. Thereafter, the number of Directors may be increased to a maximum of nine by a majority vote of the Board of Directors.

The first election of Directors shall be held within sixty (60) days after October 30, 2002, at a meeting of the members called for that purpose. Three Directors shall be elected at this first election, one for a term of one year, one for a term of two years, and one for a term of three years. Said Board shall also determine the term for each new directorship so created. At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for the term of three years. At the expiration of any term, any Director may be re-elected for one additional consecutive term. The Directors shall be elected by the vote of a majority of the Members entitled to vote thereon at a meeting at which a majority of

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the Members entitled to vote are present.

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. The names and addresses of the member of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

At any time a Lot in the Subject Property is owned by Declarant (or its specific assignee of the right granted herein) the Declarant shall be entitled to appoint one (1) member of the Board of Directors, the balance of the Board of Directors to be elected as noted above.

ARTICLE XI

Assessments

The Directors are required to establish a proposed annual assessment to be levied against each Lot sufficient to maintain, extend or improve, and for the express purpose of maintaining, extending, or improving the Common Areas, any other areas which are maintained or partially maintained by the Association. Notice of the proposed annual assessment for the next ensuing year shall be provided by the Association to all members not less than fourteen (14) days not more than sixty (60) days prior to an annual meeting of the members, which notice shall include the time and place for the proposed annual meeting which shall be in Marion County, Florida.

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At the annual meeting of the membership a proposed annual assessment (or any revised annual assessment provided that its total amount is not greater than the original proposed annual assessment included in the notice to the members) may be adopted by the affirmative vote of a majority of the Owners entitled to vote at any duly constituted meeting. The assessment so established may be levied and collected annually, quarterly, or monthly, at the sole discretion of the Directors. If, after the first annual assessment is adopted, a revised annual budget is not adopted at the annual meeting of the members at which a proposed annual assessment is considered, the annual assessment for the following year shall be the prior year's annual assessment.

The Directors may, in their complete and sole discretion, propose a special assessment against the Lots for one time and/or extraordinary expenses associated with the maintenance, extension or improvement of the Common Areas of the Subject Property. The Directors shall give each member notification of the proposed Special Assessment, and the time and location for the meeting of the Directors and members for consideration of the special assessment (which shall be in Marion County, Florida) not less than fourteen (14) or greater than sixty (60) days prior to the scheduled special meeting of the members. At the special meeting the special assessment (or any revised special assessment provided that the total amount is not greater than the proposed special assessment sent with the notice of the meeting)

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may be adopted by an affirmative vote of a majority of the Owners entitled to vote at any duly constituted meeting.

The Directors shall establish a separate interest bearing account for the deposit of all funds collected pursuant to this Article, and shall not place any other funds, regardless of source, in said account. All funds so deposited shall be disbursed only for improvements to, and extensions or maintenance of, the Common Areas. The Directors shall keep separate records of all assessments made and collected pursuant to this Article, and all the monies deposited into, and disbursed from the account referred to above, and shall make said records available, at reasonable hours and in a reasonable manner, to any Member of the Association requesting access to same.

ARTICLE XII

Dissolution

In the event of the dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be used for such similar purposes.

Notwithstanding any other provisions contained within this Article, the

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Association may be dissolved only as provided in the Declaration, the Bylaws of the Association, and the laws of the State of Florida.

ARTICLE XIII

Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

Section 1. Notice of Amendment. Notice of the subject matter of a proposed amendment shall be included in the written notice of any meeting at which a proposed amendment is considered.

Section 2. Adoption of Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by twenty-five percent (25%) of the Members of the Association.

Section 3. Adoption of Amendment. Adoption of the amendment shall require the affirmative vote of sixty percent (60%) of the Members entitled to vote thereon at a duly constituted meeting.

ARTICLE XIV

Subscribers

The names and street addresses of the subscribers and incorporators to these Articles of Incorporation is the same as listed in Article II hereof.

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ARTICLE XV

Subscribers

The names and street addresses of the subscribers and incorporators to these Articles of Incorporation is the same as listed in Article IV hereof.

ARTICLE XVI

Officers

The Board of Directors shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

ARTICLE XVII

Bylaws

The original Bylaws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the Bylaws of the Association may be amended, altered or rescinded at a regular or special meeting of the Members by sixty percent (60%) of the Members at a duly constituted meeting. Any amendments to Bylaws shall be binding on all members of the Association.

ARTICLE XVIII

Indemnification of Officers and Directors

The Association shall and does hereby indemnify and hold harmless Developer and every Director and every officer their heirs, executors and

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administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a part by reason of his being or having been a Director or Officer of The Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE XIX

Transaction in Which Directors or Officers are Interested

No contract or transaction between the Association and one or more of the Directors or Officers, or between the Association and any other corporation, the Declarant, association, or other organization including without limitation, the Declarant, or an affiliate of the Declarant, or a corporation in which one or more of its Officers or Directors are Officers or Directors of This Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purposes. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

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Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, I, the undersigned, constituting the subscriber and incorporator of this Association, have executed these Articles of Incorporation this 16th day of October, 2002.

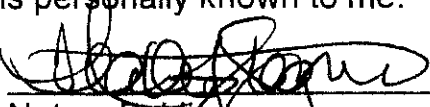


Daniel Hicks

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me, this 16th day of October, 2002, by Daniel Hicks, who is personally known to me.





Notary Public
My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE BY REGISTERED AGENT

Daniel Hicks, whose address is 421 S. Pine Avenue, Ocala, Florida 34474 is the registered agent named in the Articles of Incorporation to accept service of process for Marco Polo II Owner's Association Inc., organized under the laws of the State of Florida hereby accepts such appointment as registered agent at the place designated in this certificate.

Dated this 16th day of October, 2002.



Daniel Hicks

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BYLAWS

MARCO POLO VILLAGE II OWNER'S ASSOCIATION, INC.

ARTICLE I

Name and Location

The name of the corporation is Marco Polo Village II Owner's Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 13561 SW 40th Circle, Ocala, Florida 34473, but meetings of members and Directors may be held at such places within the State of Florida, County of Marion, as may be designated by the Board of Directors.

ARTICLE II

Definitions

The "Definitions" contained in the Declaration of Covenants and Restrictions for Marco Polo Village to which these Bylaws are attached as Exhibit D and recorded in the Public Records of Marion County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III

Meetings of Members

Section 1. Annual Meeting. The annual meeting of the members shall be held at least once each calendar year in the months of November or December on a date and at a time during normal business hours to be determined by the Board of Directors, for the purpose of electing the Board of Directors, announcing officers, and transacting any other business as may be authorized by the members.

Section 2. Special Meetings. Special meetings of the members may be called at any time by; (a) the President or; (b) by the Board of Directors or; (c) upon written request of the members who are entitled to vote twenty-five percent of all the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen days before such meeting (provided, however, in the case of an emergency, four days' notice will be deemed sufficient) to each member entitled to vote thereat, addressed to the members' address last appearing on the books for the Association, or supplied by such member to the Association for the purpose of notice; or by posting on recreational facilities' bulletin boards and by either publishing notice in a monthly newsletter or announcing the meeting over closed circuit television.

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EXHIBIT D

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, representing thirty-five percent (35%) of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member entitled to vote may vote in person or by proxy except where voting by proxy is prohibited by the Association's Articles of Incorporation, Bylaws or by Florida Statutes. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Homesite. Proxy votes must be tendered to the Secretary two days before the meeting, with no more than five (5) proxies collected by any one individual/household.

Section 6. Location. Meetings shall be held at such place convenient to the members as may be designated by the Board of Directors at Ocala, Florida.

Section 7. Minutes. The Association shall maintain minutes of each meeting of the membership and of the Board of Directors, and the minutes shall be kept available for inspection by any member during normal business hours.

Section 8. Decorum. No officer, director or Owner attending any of said meetings will be permitted to use profanity at or during said meetings. Fines and assessments as published by the Declarant may be levied for a violation.

ARTICLE IV Board of Directors; Selection; Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors consisting of not less than three nor more than seven persons who need not be members of the Association. The first Board shall consist of three members. Thereafter, the number of Directors may be increased to a maximum of nine by a majority vote of the Board of Directors.

Section 2. Term of Office. The first election of Directors shall be held within sixty (60) days after October ~~30~~, 2002, as provided in Articles VII and VIII of the Articles of Incorporation, at a meeting of the members called for that purpose. Three Directors shall be elected at this first election, all for a term of one year. Any Director may serve two consecutive one-year terms. In addition, at and after the Declarant has assigned to the other members the right to vote on any matters pertaining to the Association, the Developer as Declarant, and whether or not Declarant has any other vote by virtue of owning a Homesite, shall have the right to name, appoint and remove one member of the Board of Directors and, from time to time, the successor of such member.

Section 3. Removal. A Director, other than a Director named by Declarant pursuant to Section 2, may be removed from the Board with or without cause, by a majority vote of the members of the Association entitled to vote or by the Declarant until such time as Declarant transfers the right to vote to other members. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. Directors who resign may not be reinstated.

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

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

ARTICLE V

Nomination and Election of Directors.

The nomination and election of Directors shall be conducted as follows:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor prior to the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least ninety days prior to each annual meeting of the members to serve until the close of that annual meeting. The Nominating Committee shall make as many nominations for elections to the Board as it shall, in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret 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 persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Current Account Status. All Directors and those Homeowners exercising a vote must maintain at all times a current account status with Declarant concerning all assessments and charges.

ARTICLE VI
Meeting of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held every other month beginning in December, 2002, with or without notice, at such place and hour during normal business hours as may be fixed, from time to time, by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

Section 4. Vacancies. Except as to vacancies occurring by removal of a Director by the members or removal of a Director by the Declarant under Section 2 of Article IV, vacancies on the Board of Directors occurring between annual meetings shall be filled by the remaining Directors. Any such appointed Director shall hold office until his successor is elected by the members. A vacancy caused by resignation or removal of a Director appointed by the Declarant shall be filled by the Declarant appointing a replacement.

Section 5. First Meeting. The first meeting of the newly elected Board of Directors shall be held within thirty (30) days of the election, at such place as shall be fixed by the members at the meeting at which the Directors were elected, and no further notice of the first meeting shall be necessary.

Section 6. Executive Meetings. Executive meetings of the Board of Directors may be held when called by the President of the Association at any time, with or without notice, at such place and time during normal business hours as may be fixed, from time to time, by resolution of the Board.

ARTICLE VII
Powers and Duties of the Board of Directors.

Section 1. Powers. The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association including, but not limited to, the following:

(a) Adopt and publish rules and regulations governing the personal conduct of the members and their guests at meetings and to establish penalties and/or fines for the infraction thereof;

(b) Suspend the voting rights and right to use of the Common Areas and Recreational Areas of a member during any period in which such member shall be in default in the payment of any assessment levied under the Declaration. Such rights may also be suspended after notice and hearing, for a period not to exceed ninety (90) days for infraction of published rules and regulations;

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

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors.

Section 2. Duties. It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed including, but not limited to, the following:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

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

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

ARTICLE VIII Officers and Their Duties

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

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

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve. No officer shall serve more than two one-year terms.

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

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

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

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

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

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

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

(c) 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 meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Treasurer. 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 co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if required by the Board of Directors or Declarant; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members (upon request). The Board of Directors may charge a reasonable fee for copies.

ARTICLE IX Committees

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

The following guidelines will govern committees:

No member of the Board or officer may serve as a chairperson of any committee.

All homeowners wishing to form social or recreational type committees will be encouraged to do so.

It is the specific intent that committees be formed for different homeowner functions and events in order to allow the participation by as many residents as possible. Specifically prohibited is any committee which may be interpreted as a committee controlling the policies, rules or procedures of the Marco Polo Village II Owner's Association or the Recreational Areas. Policies, rules and procedures for the use of, and scheduling for the use of, Recreational Areas within Kingsland Country Estates is solely the authority of the Declarant and/or the Master Association.

ARTICLE X Books and Records

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

ARTICLE XI Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: Marco Polo Village II Owner's Association, Inc. - 1998.

ARTICLE XII Amendments

Section 1. Requirement. These By-Laws may be amended at a regular or special meeting of the members by a sixty percent (60%) affirmative majority vote of the members entitled to vote at a duly constituted meeting or by the Declarant.

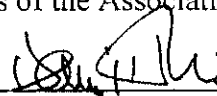
Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, these Articles shall control and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII
Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The Marco Polo Village II Owner's Association, Inc. must carry liability insurance for any and all activities it chooses to engage in, including onsite and offsite trips and functions.

IN WITNESS WHEREOF, the undersigned Secretary of the Association certifies that these Bylaws have been duly adopted by the Directors of the Association.



Daniel Hicks

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me, this 16th day of October, 2002, by Daniel Hicks, who is personally known to me.





Notary Public

My Commission Expires: _____

KINGSLAND COUNTRY ESTATES

COVENANTS AND RESTRICTIONS

WHEREAS, KINGSLAND, INC., (hereinafter called "Subdivider") has filed plats of certain lots in the public records of Marion County Florida, as follows:

KINGSLAND COUNTRY ESTATES, WHISPERING PINES, the plat of which has been recorded in Plat Book N, pages 86 to 96, inclusive:

KINGSLAND COUNTRY ESTATES, FOREST GLENN, the plat of which has been recorded in Plat Book P, pages 1 to 9, inclusive; and

WHEREAS, it is necessary that certain protective and restrictive covenants be adopted governing the use of lots in said subdivision, which may become a part of all deeds, mortgages and other transfers of title to said property, and become binding on all purchasers of lots in said subdivision, their heirs, successors and assigns:

NOW, THEREFORE, in consideration of the purchase from Subdivider, by the several owners of one or more lots in said subdivision, and as an inducement to persons to purchase lots therein from the undersigned, the owners and purchasers of lots, their heirs, legal representatives and assigns, that the following protective and restrictive covenants shall be considered as included in any deed of conveyance or mortgage hereinafter executed by the undersigned, its successors or assigns, or by any owner or his heirs, legal representatives or assigns, upon the lots in said subdivision as designated herein, and that the recording of this instrument in the public records of Marion County, Florida, shall be and constitute notice of the existence of said protective and restrictive covenants.

A. Single Family Residence Restrictions

The following provisions shall apply to all of KINGSLAND COUNTRY ESTATES,

1. Single Family Use. Each lot shall be and remain reserved and used exclusively for single family residence purposes, and for no other purpose, and only one such residence shall be erected on each lot.

2. Building Area. No residence shall be constructed containing less than 1,200 square feet, inside of walls, excluding porches, garage, terrace, patios and storage area.

B. General Restrictions

The following provisions shall apply to all of KINGSLAND COUNTRY ESTATES,

1. Plans and specifications. No structure or building shall be moved upon, erected or constructed on any lot until a complete set of plans and specifications had been submitted to and approved in writing by Subdivider, or its nominee. Disapproval of plans or specifications by Subdivider, or its

nominee, may be based on any reasons within its sole discretion, including purely aesthetic grounds. A lot owner may initiate approval of a building to be constructed by delivering a copy of the plans and specifications to Subdivider. If said plans and specifications are not approved or disapproved within thirty (30) days after such submission, then the same shall be deemed to have been approved and the lot owner may proceed with construction in accordance therewith.

2. Construction. All construction shall meet the requirements and specification of the Southern Building Code and the building code of any governmental authority having jurisdiction thereof. Footings shall be concrete reinforced with steel. The outside wall shall be masonry block, stone, brick veneer or frame with exterior treated paneling.

3. Setback Lines. No building shall be erected less than 30 feet from the front lot line, nor shall any building on a corner lot be less than 30 feet from the side street. No buildings shall be located less than 7 ½ feet from any lot line.

4. Sewage Disposal System and Water System. A sewage disposal system shall be installed contemporaneously with residence construction, of a standard design and in a location approved by Subdivider, and such system shall comply with all requirements of local and State sanitary codes. The effluent from such disposal system shall not drain into any stream, pond, or lake, but shall be disposed of in such manner as may be approved prior to construction by Subdivider, and any governmental authority having jurisdiction thereof. The owner of each lot shall hook-up to a central sewage disposal system and a central water system when the same shall become available, and pay the required fees therefor.

The provisions for the assessment and payment of special assessments for the maintenance, operation and construction of a central water system and sewer system as set forth in the Covenants dated May 29, 1973, and recorded in Book 571, at Pages 692 and 693, in the Public Records of Marion County, Florida, are incorporated herein by reference and made a part hereof. Should Subdivider, its successors or assigns notify the owner or lessee of any lot or tract, in writing, by registered or certified mail, that it intends to commence installation of a central water and/or sewer utility system, within 120 days after said, notice, owner or lessee shall pay to Subdivider, its successors and assigns, a charge to be fixed, established and collected, by installments or otherwise, by Subdivider, its successors or assigns, to be used exclusively for the purpose of installing and maintaining said system(s), and tap-on fees pertaining thereto. Payment of such charge shall commence upon the date fixed by Subdivider and set forth in the notice.

5. Animals. No animals, livestock or poultry or any kind shall be raised, kept or bred on any lot, except that not more than two dogs, cats or comparable household pets may be kept.

6. Signs. No sign shall be erected or maintained on any lot except for one small "For Rent" or "For Sale" sign, not to exceed 2 feet in width or height.

7. Fences. Fences or walls more than 6 feet in height shall not be erected or maintained on any lot or parcel of land, and provided further, no fence or wall exceeding 30 inches in height shall be erected along or near the front property line or along the lot sidelines nearer than 30 feet from the property line.

8. Additional Buildings and Area Coverage. Not more than two buildings, in addition to the main residential structure, shall be constructed on any lot, and such additional building shall be constructed in a style and appearance and with materials of a similar type and quality as used for the main building.

Not more than 35% of the area of each lot shall be covered by buildings. No temporary buildings shall be constructed or moved upon any lot.

9. Landscaping. All lawns on all sides of the buildings on the above mentioned land shall extend to the street line. No parking strips or drives shall be constructed except as approved on the plot plan of the plans and specifications. Upon completion of the building or buildings, the lawn area on all sides thereof shall be completely sodded, seeded or sprigged with grass and the same shall be watered and maintained so that the lawn area shall be uniformly green and well kept.

A comprehensive landscaping plan shall be submitted to Subdivider for its approval within 120 days after construction is commenced, and a sufficient number of trees or shrubs shall be shown thereon in a design commensurate with the development of high grade residential property. Said landscaping plan, after approval by Subdivider, or its nominee, in writing, shall be installed by the owner, and no landscaping plan shall be installed without such approval. Refusal or approval of said landscaping plan may be made by Subdivider based on purely aesthetic grounds in its sole discretion. If the landscaping is not installed in accordance with the landscaping plans, Subdivider may, at its discretion, enter upon the above said land and rearrange, remove or install said landscaping, and make a reasonable charge for so doing and said charge shall become a lien upon the above-mentioned land, as provided for under the laws of the State of Florida.

10. Care of lots. All owners shall keep their lawns and shrubbery in a reasonably neat and trimmed condition. No garbage cans shall be permitted to remain in view of the street or adjoining property. Laundry lines used for drying laundry must be placed in an area properly screened by

shrubby or other means in order that the aesthetic qualities of the development shall be maintained. No lot, or portion of any lot, shall be used or maintained as a dumping ground for rubbish, trash or waste materials and no worn out automobiles or other abandoned or dilapidated personal property shall be allowed to remain on any lot.

11. Easements. There are expressly reserved unto Subdivider, easements of 7 ½ feet in width along the side lines of each lot for the purposes of underground and overhead utilities, surface drainage and for any purpose having to do with the development of this property, including improvements that Subdivider may not have the obligation to install. Where more than one of the above described lots are intended by Subdivider as a building site or where more than one lot is actually used as a building site, the outside boundaries of said building site shall carry the said easement and the said easement shall in such cases be abandoned on the interior lot lines. Subdivider may abandon any of these easements at any time in the future by recording an appropriate instrument.

12. Trailers and Mobile Homes. No mobile home or house trailer shall be permitted to remain on any lot or parked in the street in front of any lot for more than three (3) days.

13. Commercial Use. No commercial use of any lot shall be made, no business or commercial enterprise shall be carried on from the premises, and no trucks, tractors or business vehicles of any kind shall be parked overnight on any of the streets or lots in the subdivision; provided, that a lot owner may use a small vehicle with commercial sign on the side for personal or business use if the same is parked overnight in his garage or carport.

14. Division of Lots. No lot shall be divided or re-subdivided unless both portions of said lot be used to increase the size of an adjacent lot or adjacent lots as platted. Divided portions of lots must extend from fronting street to existing rear property line.

C. Provisions For Maintenance and Upkeep.

1. Each and every of said lots which has been conveyed by warranty deed from the Subdivider or which has been leased from the Subdivider, except lots or lands dedicated, reserved, taken or sold for public improvements or use, shall be subject to the service fees as are hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for the funds is Kingsland Property Owners Association, Inc. (hereinafter called Service Corporation), a non-profit Florida corporation. The operation of the Service Corporation shall be governed by its By-Laws, a copy of which is incorporated herein and made a part thereof, by reference, and is recorded in Official Records Book 574, Page 351, of the Official Records of Marion County, Florida. No modification or amendment to the By-Laws of said corporation shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth herein. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any lot or which would change sub-paragraph 3 herein pertaining to the amount and fixing of fees.

2. Every owner of any of said lots, whether he has acquired the ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise and every lessee who leases any of said lots from the Subdivider shall be a member of the Service Corporation and shall be bound by the Certificate of Incorporation and By-Laws of the Service Corporation as they may exist from time to time. Membership shall be divided into Class A membership and Class B membership. Each lot owner of a lot conveyed (deeded) by the Subdivider shall automatically be and become a Class A member of the Service Corporation. The Class B member shall be the only voting member of the Service Corporation until January 1, 1983, or until such prior time as follows:

- A. Such prior time as the Class B member shall determine in it's sole judgment, as evidenced by an amendment to the By-Laws of this Service Corporation at which time the Class A Members shall become voting members of the Service Corporation, or
- B. Upon conveyance (deeding) by the Subdivider of eighty (80%) percent of the total number of lots covered by these restrictions and other similar restrictions recorded now or in the future affecting lots in Subdivider's entire development of Subdivider's contiguous subdivisions and units on State Route 200, Marion County, Florida (hereinafter called Kingsland Country Estates) other than a conveyance Resulting from a merger, consolidation, liquidation or other similar plan or a conveyance to the successors or assigns of the Subdivider.

At such time as Class A members shall be entitled to one vote in the affairs of the Service Corporation, said members shall be entitled to one vote in the affairs of the Service Corporation for each lot, tract or parcel owned by said member and

the Class B membership shall be entitled to one vote and to the appointment at its pleasure from time to time, of one member of the Board of Directors. In the even a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

3. The initial monthly fees to be paid to the Service Corporation for maintenance and upkeep as is further described herein for each and every of said lots subject thereto, shall be a base rate multiplied by a percentage factor as follows:

<u>District</u>	<u>Base Rate And Percentage Factor</u>	<u>Initial Fee</u>
All Lots In Kingsland Country Estates, Whispering Pines	\$4.50 x 100%	\$4.50
All Lots In Kingsland Country Estates, Forest Glenn	\$4.50 x 133 1/3%	\$6.00

Any fee adjustments shall be made only to the base rate as provided in this sub-paragraph 3 and the percentage factor shall not be changed.

Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month or at such other reasonable intervals as the Service Corporation may determine. Initial fees shall commence the month following the month of conveyance. The Service Corporation may, but shall not be required to, provide for a reasonable rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. The Service Corporation may increase said monthly fee from time to time as is hereinafter provided, but said initial monthly shall not be raised more than twenty-five (25%) percent of the then existing monthly fee during any one calendar year. Said monthly fee may not be raised to a sum more than double the initial monthly fee without the joint consent for any increase thereafter of the owners of record of not less than 51%, in number, of all the owners of deeded lots subject thereto who actually vote for or against said increase including the owners of those deeded lots covered by other restrictions containing similar provisions affecting lots located in Kingsland Country Estates, whether recorded now or in the future, and if said monthly fee is decreased or extinguished by the Service Corporation, the services provided by the Service Corporation may be decreased or extinguished so that the Service Corporation shall not be required to pay more for the services hereinafter enumerated than is collected by said fees. In regard to said joint consent, the owner of each deeded lot shall be entitled to one vote for each said lot owned by him and each said lot shall not be entitled to more than one vote after Class A

members become voting members of the Service Corporation (except for the vote required to change the monthly fee). In addition to the maintenance fees authorized above, the Service Corporation may levy, in any one year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in any of those areas hereinafter set forth in sub-paragraph 13 provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes of the Class A members who are voting in person or by proxy at a meeting duly called for that purpose. The Service Corporation may establish special benefit subdistricts within all of Kingsland Country Estates, including that Unit affected by these Restriction and those Units in Kingsland Country Estates affected by other similar restrictions, for the purpose of levying special assessments for capital improvement of primary benefit to properties located in the particular subdistrict affected; in which case the special assessment would be levied against and apply only to properties within said subdistrict and would require the assent of two-thirds (2/3) of the votes of the Class A members within said affected subdistrict only. In the event street lighting is not provided by a special taxing district, then these restrictions and the initial fee set forth herein may be amended to provide for the reasonable cost of street lighting.

4. In the event any sales taxes or other taxes are required to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.

5. The Service Corporation shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Service Corporation may apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Subdivider or for the Subdivider or for the maintenance and upkeep of the area of any rights-of-way immediately adjoining any lots owned by the Subdivider prior to the first conveyance or lease of said lots by the Subdivider. The Service Corporation shall account to the said lot owners as to the method of spending of said funds at least once each and every calendar year commencing with the year 1976. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant, then the accounting shall be conclusively presumed to be accurate as set forth therein.

6. The Service Corporation may commingle the sums collected hereunder with those collected under other similar provision of other recorded restrictions affecting other lands shown on plats of Kingsland Country Estates, recorded now or in the future in the Public Records of Marion County, Florida, which funds are intended thereby to be used for similar purposes.

7. Each such fee and interest thereon and reasonable court costs and legal fees expended in the collection thereof shall, from the date it is due, or expended, constitute a lien on the lot or property with respect to which it due. The Service Corporation may take such action as it deems necessary to collect overdue fees by personal action or by enforcing and foreclosing said lien and the Service Corporation may negotiate disputed claims or liens and settle or compromise said claims. The Service Corporation shall be entitled to bid at any sale held pursuant to a suit to

foreclose said lien and to apply as a cash credit against its bid, all sums due the Service Corporation covered by the lien foreclosed. In case of such foreclosure, the lot owner shall be required to pay a reasonable rental for the lot, and the Plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Service Corporation may file for record in the Office of the Clerk of the Circuit Court for Marion County, Florida, on and after sixty (60) days after a fee is overdue, the amount of said overdue fee, together with the interest and costs thereon and a description of the lot and the name of the owner thereof and such additional information as may be desirable, and upon payment in full thereof, the Service Corporation shall execute a proper recordable release of said lien.

8. Said lien shall be subordinate to any institutional first mortgage of first trust. Where an institutional first mortgagee or lender of record or other purchaser of a lot obtains title to the lot as a result of foreclosure or said mortgage or where an institutional first mortgagee of record accepts a deed to said lot in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the fees due to the Service Corporation pertaining to such lot and chargeable to the former lot owner of such lot which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel.

9. Any person who acquire an interest in a lot, except through foreclosure of an institutional first mortgage of record (or deed in lieu thereof), including purchasers at judicial sales, shall not be entitled to occupancy of the lot until such time as all unpaid fees due and owing by the former lot owner have been paid.

10. The Service Corporation shall have the right to assign its claim and lien rights for the recovery of any unpaid fees to any lot owner or group of lot owners or to any third party.

11. The purchasers or lessees of lots or parcels in the Subdivision by the acceptance of deeds or leases therefor, whether from the Subdivider or subsequent owners or lessees of such lots, shall become personally obligated to pay such fees including interest, upon lots purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said lot as otherwise provided herein, and the Service Corporation shall have and retain the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Service Corporation and its assigns and such obligation is to run with the land so that the successors or owners of record of any portion of said property shall in turn become personally liable for the payment of such fees and interest which shall have become due during their ownership thereof.

12. The Subdivider or its successors or assigns shall not be obligated to pay to the Service Corporation any fees upon any of said lots owned by the Subdivider which are subject thereto, prior to the first conveyance or lease of said lots by the Subdivider, but shall be obligated to pay any such fees for any lot or lots reacquired from successive owners of said lots.

13. The Service Corporation shall apply the proceeds received from such fees towards the payment of the cost of any of the following matters and

things in Kingsland Country Estates, but only until such time as they are adequately provided for by Governmental Authority, whether within the unit partially or fully restricted by these restriction or within the units partially or fully restrict by other restrictions recorded or intend to be recorded or recorded in the future in the Public Record of Marion County, Florida, affecting properties located in Kingsland Country Estates, namely:

A. Improving or maintaining such rights-of-way, swales, parks, fountains, trails, bikeways, recreation areas for which no other fees are charged by the Subdivider, and other open spaces, including all grass plots and other planted areas within the line of rights-of-way, which areas exist for the general benefit of all the lot owners in Kingsland Country Estates or for the general public, whether or not a reservation for the public is dedicated or recorded and whether or not said areas are owned by the Subdivider or the Service Corporation or any third person, and whether or not said areas are dedicated rights-of-way now existing or hereafter created, and whether or not they shall be maintained for the public use or for the general benefit of the owners of lots or parcels within said Subdivision and their successors in interest, insofar as such are not adequately provided by governmental authority. Such maintenance may include, but shall not be limited to the maintenance of any improvements on the areas enumerated above, the cutting of grass, planting, bushes, hedges and removing of grass and weeds therefrom and all other things necessary and desirable in order to keep the Subdivision and the streets and public areas enumerated neat, attractive and in good order.

B. The installation cost and maintenance of all devices necessary for the protection of the public where any designated equestrian trail intersects any public street or road within said Subdivision.

C. The cleaning and lighting of streets, walkways, pathways, bikeways, trails and public areas within or bordering upon the Subdivision, collecting and disposing of debris and litter therefrom but only until such time as such are adequately provided for by governmental authority.

D. Taxes and assessments, if any, which may be levied upon any of the properties described in Paragraph 13 A through F, and due and payable by the Subdivider or the Service Corporation.

E. Liability, property damage and other insurance.

F. The Service Corporation shall have the right, from time to time, to expend said proceeds for other purposes, and to make expenditures for capital improvements not inconsistent herewith, for the health, safety, welfare, aesthetics or better enjoyment of the community.

14. The enumeration of the matters and things for which the proceeds may be applies shall not require that the Service Corporation actually spend the said proceeds on all of said matters and things or during the year that

said fees are collected and the Service Corporation shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.

15. No lot owner, parcel owner or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained or improved.

16. The Service Corporation may assign its rights, duties and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to perform the services require hereunder, by recording an appropriate assignment document in the Official Record of Marion County, Florida, making said assignment.

17. Reference herein to the fees shall include the fees set forth and shall also include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of said fees.

D. General Provisions.

1. The covenants and restrictions herein contained shall be deemed to run with the land, and shall be binding upon all parties purchasing any lot or lots in said subdivisions, and their heirs, successor and assigns, until January 1, 1990, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless by a vote of the majority of the then owners of all the lots or tracts in Kingsland Country Estates (the owner or owners of each lot shall have one vote) it is agreed to change said covenants in whole or in part, in which event said covenants and restrictions shall be changed accordingly.

2. The By-Laws of Kingsland Property Owners Association, Inc., a non-profit Florida corporation, are herby annexed to and made a part of these covenants and restrictions.

3. Failure to promptly enforce any of the restrictions, conditions or covenants provided herein shall not be deemed a waiver of the right to do so thereafter, and the invalidation of any such covenant or restriction by judgment of any court having jurisdiction thereof shall not in any way affect any of the other provisions, which shall continue to remain in full force and effect.

4. In the event of the violation or breach of any restrictions or covenants herein contained, Subdivider, its successors or assigns, or any owner of any lot, his successors, heirs, personal representatives and assigns, shall have the right, in addition to any other remedy, legal or equitable, to proceed in law or in equity to enjoin the violation of any of said restrictions or covenants.

5. The covenants and restrictions herein contained shall be inapplicable to lots or property used, or structures, buildings, trailers, equipment and improvements located or used thereon, by Subdivider, for the purpose of development or sale of its property.

6. Subdivider reserves the right at any time to impose more stringently regulations as to any lots which have not been sold or conveyed by it.

IN WITNESS WHEREOF, KINGSLAND, INC., by its undersigned officers, has caused this instrument to be executed this 28th day of June, 1973.

WITNESSES:

KINGSLAND, INC.

Darlene Marcan

By Bruce E. Oehlerking, President

Martha V. Wassman

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

Before me, the undersigned authority, personally came and appeared BRUCE E. OEHLERKING and RAYMOND L. JONES, to me well known to be the individuals named as President and Secretary, respectively, of KINGSLAND, INC., and who acknowledged before me that they executed the foregoing instrument as officers for and on behalf of said corporation and as its act and deed, and that they have affixed the corporate seal of said corporation thereto.

WITNESS my hand and official seal this 28th day of June, 1973.

See, original document in Public Record Book
Notary Public

My Commission expires: May 7, 1977

Prepared by and Returned to:
Vince Cina
4835 S.W. 101st Lane
Ocala, FL 34481

David R. Ellspermann, Clerk of Circuit Court
File: 99080435
Date: 08/30/99 16:16
OR BOOK/PAGE 2690/97
Marion County

**CERTIFICATE OF AMENDMENT
TO THE COVENANTS AND RESTRICTIONS
FOR KINGSLAND COUNTRY ESTATES**

I HEREBY CERTIFY THAT the attached amendment to the Covenants and Restrictions for Kingsland Country Estates, as described in O.R. Book 594 Pages 359 thru 369 of the Public Records of Marion County, Florida, is made by the Kingsland Property Owners Association, Inc., a Florida corporation, pursuant to its authority under said Covenants and Restrictions.

The attached amendment to the Covenants and Restrictions for Kingsland Country Estates as delineated in the paragraph above is hereby ratified and confirmed for incorporation into the Covenants and Restrictions governing the Kingsland Country Estates, per plats recorded in the Public Records of Marion County, Florida as identified in the Covenants and Restrictions identified above.

IN WITNESS WHEREOF, I have affixed my hand the 30th day of August, 1999, at Marion County Florida.

Witnesses:

KINGSLAND PROPERTY OWNERS
ASSOCIATION, INC.

Tami K. Schultz

Print Name: Tami K. Schultz

By Vincent Cina, President

Print Name: Vincent Cina, President

Kim Strickland

Print Name: Kim Strickland

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, the undersigned authority, personally appeared Vincent Cina, to me know to be the President of KINGSLAND PROPERTY OWNERS ASSOCIATION, INC., and he acknowledged before me that he freely and voluntarily executed the same as such authorized agent, under authority vested in him by said corporation. He is personally know to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of August, 1999.

PRESENTED DRIVER'S LICENSE AND DID NOT TAKE AN OATH

Tami K. Schultze

NOTARY PUBLIC

My Commission expires: August 16, 2003

**AMENDMENT # 3 TO COVENANTS AND RESTRICTIONS FOR
KINGSLAND COUNTRY ESTATES, O.R. BOOK 594, PAGES 359 thru 369
WHISPERING PINES AND FOREST GLENN**

Amendment to Article I. Single Family Residence Restrictions, Section 2. Building Area, as follows:

2. Building Area. No residence shall be constructed containing less than 1,350 square feet of living area, inside of walls, excluding porches, 2 car garage, terrace, patios and storage area. All residences must have at least a two car garage.

AND

Amendment to Article II. General Restrictions. Section 2. Construction, as follows:

2. Construction. All roofs on residences shall have a minimum of 5 to 1 pitch.

AND

Amendment to Article II. General Restrictions. Section 5. Animals, as follows:

5. Animals. No dogs shall be allowed to run loose in the community and shall be kept on a leash at all times when not on the premises of their owner.

AND

Amendment to Article II. General Restrictions. Section 9. Landscaping, as follows:

9. Landscaping. All lawns adjacent to the sides and front of any buildings on the above mentioned land shall be sodded and maintained to the edge of the street line unless specifically approved by the Association. Upon completion of the buildings or buildings, the lawn area, as described in the landscaping plan, shall be completely sodded to the edge of the asphalt and the same shall be watered and maintained so that the lawn area shall be uniformly green and well kept. When clearing the Lot, all trees shall remain in place except for the area of the building(s), driveways and pool/patios. Additionally, the rear thirty (30') feet of each Lot shall not be cleared and shall remain in its natural habitat to serve as a "buffer zone" between rear property line owners.

ALL OF THE ABOVE ARE ADDITIONS TO THE RECORDED COVENANTS
AND RESTRICTIONS

FILE: 99080435
OR BOOK/PAGE 2690/98

Prepared by and Returned to:
Vincent A. Cina
4835 SW 101st Lane
Ocala, FL 34481

David R. Ellspermann, Clerk of Court Marion County
DATE: 02/20/2002 02:23:09 PM
FILE NUM 2002019581 OR BK/PG 03112/0297
RECORDING FEES 10.50

**CERTIFICATE OF AMENDMENT
TO THE COVENANTS AND RESTRICTIONS
FOR KINGSLAND COUNTRY ESTATES, SPECIFIC TO
FOREST GLENN, SEC 33 TWP 16 RGE 21 PLAT BOOK P PAGE 001**

I HEREBY CERTIFY THAT the attached amendment to the Covenants and Restrictions for Kingsland Country Estates, Forest Glenn as described in O.R. Book 594 Pages 359 thru 369 and O.R. Book 2690 Pages 97 & 98 of the Public Records of Marion County, Florida, is made by the Kingsland Property Owners Association, Inc., a Florida corporation, pursuant to its authority under said Covenants and Restrictions.

The attached amendment to the Covenants and Restrictions for Kingsland Country Estates as delineated in the paragraph above is hereby ratified and confirmed for incorporation into the Covenants and Restrictions governing the Kingsland Country Estates, specific to Forest Glenn, Section 33 only, per plats recorded in the Public Records of Marion County, Florida as identified in the Covenants and Restrictions identified above.

IN WITNESS WHEREOF, I have affixed my hand the 14th day of June, 2001, at Marion County Florida.

Witnesses:

KINGSLAND PROPERTY OWNERS
ASSOCIATION, INC.

Linda Burr

Print Name: Linda Burr

By Vincent A. Cina, Pres.

Vincent A. Cina, President

Kathryn A. Alberts

Print Name: Kathryn A. Alberts

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, the undersigned authority, personally appeared Vincent Cina, to me know to be the President of KINGSLAND PROPERTY OWNERS ASSOCIATION, INC., and he acknowledged before me that he freely and voluntarily executed the same as such authorized agent, under authority vested in him by said corporation. He is personally know to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid the 14th day of June, 2001.

Linda Burr

NOTARY PUBLIC

Commission # CC 983863

My Commission expires: Jan. 11, 2005

**AMENDMENT # 4 TO COVENANTS AND RESTRICTIONS FOR
KINGSLAND COUNTRY ESTATES, SPECIFIC TO
FOREST GLENN, SEC 33,
**O.R. BOOK 594, PAGES 359 THROUGH 369 AND
OR BOOK/PAGE 2690/97 & 98****

Amendment to article I. Single Family Residence Restrictions,
Section 2. Building Area, as follows:

2. Building Area. No residence shall be constructed containing less than 1400 square feet of living area, inside of walls, excluding porches, 2 car garage, terrace, patios and storage area.

AND

Amendment to Article II. General Restrictions, Section 9. Landscaping, as follows:

9. Landscaping. In addition to the 30' "Buffer Zone" at the rear property line as described in O.R. Book 2690, Page 98, all Lots must be completely sodded from the building to the pavement and to all side Lot lines and to the 30' natural buffer. This applies to Lots in Kingsland Country Estates, Forest Glenn Sec 33 Twp 16 Rge 21 Plat Book P Page 001. Also all of the mailboxes shall be of a uniform design and supplied by the builder to insure such. The intent of these restrictions is to protect desirable trees anywhere on the Lot and to have a finished construction site that is completely sodded with an attractive uniform mailbox.

**CERTIFICATE OF AMENDMENT TO KINGSLAND
COUNTRY ESTATES
COVENANTS AND RESTRICTIONS**

KNOWN ALL MEN BY THESE PRESENTS:

That on this 3rd day of September, 2002, the undersigned, KINGSLAND COUNTRY PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, (hereinafter the "Association"), pursuant to Chapter 720, Florida Statute and the KINGSLAND COUNTRY ESTATES COVENANTS AND RESTRICTIONS, originally recorded in Official Records Book 594, Page 359, et seq. of the Public Records of Marion County, Florida, as amended (hereinafter referred to as the "Declaration"), hereby certifies that the Amendments to the Declaration, which Amendments are attached hereto and by reference made a part hereof, were duly adopted on the 3rd day of September, 2002. Said Amendments to Article C, Section 1 and Article D, Section 2 of the Declaration was approved pursuant to Article D, Section 1 of the Declaration. More specifically, Article C, Section 1 and Article D, Section were amended by the affirmative vote of a majority of the owners of all lots or tracts as described in the Declaration at a general meeting of the Association's members. Said Amendments were properly noticed pursuant to Article III, Section 3.09 of the Bylaws of Kingsland County Property Owners Association, Inc. (hereinafter the "Bylaws"). Said Notice stated the date, time, place and purpose of the meeting.

The Association is a homeowners' association as defined by Chapter 720, Florida Statutes.

IN WITNESS HEREOF, KINGSLAND COUNTRY PROPERTY OWNERS ASSOCIATION, INC., HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME, THIS 3rd DAY OF SEPTEMBER 2002.

Signed, sealed and delivered
In the presences of:

KINGSLAND COUNTRY PROPERTY OWNERS
ASSOCIATION, INC. a Florida Not-for-profit
Corporation.

Robert Bradshaw

(Sign)

Robert L Bradshaw

(Print)

Emily Heishman

(Sign)

Emily Heishman

(Print)

BY: Willard Higgins

(Signature)

Willard Higgins, President

Willard Higgins

(Print Name)

ATTEST: Robert L Palmiter

Title: Secretary

Print Name: Robert L Palmiter

STATE OF FLORIDA
COUNTY OF MARION

The foregoing Certificate of Amendment to the Kingsland Country Estates Covenants and Restrictions was acknowledged before me this 9 day of September 2002, by Willard Higgins, as President of KINGSLAND COUNTRY PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the not-for-profit corporation, (☒) who is personally know to me; or (☐) who has produced _____ as identification.

NOTARY PUBLIC

Sebrina L Hensley

State of Florida, At Large

MY COMMISSION # CC 915115

EXPIRES: March 1, 2004

**AMENDMENT TO
KINGSLAND COUNTRY ESTATES
COVENANTS AND RESTRICTIONS**

The following amendments are made to the Kingsland Country Estate Covenants and Restrictions (hereinafter referred to as the "Declaration").

Article C, Section 1 of the Declaration is hereby amended as follows:

C. Provisions for Maintenance and Upkeep

1. Each and every of said lots which has been conveyed by warranty deed from the Subdivider or which has been leased from the Subdivider, except lots or lands dedicated, reserved, taken or sold for public improvements or use, shall be subject to the service fees as are hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for the funds is Kingsland Property Owners Association, Inc. (hereinafter called Service Corporation), a non-profit Florida corporation. The operation of the Service Corporation shall be governed by its By-Laws, as amended, a copy of which is attached hereto. No modification or amendment to the By-Laws of said corporation shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth herein. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any lot or which would change sub-paragraph 3 herein pertaining to the amount and fixing of fees.

Article D, Section 2 is hereby amended as follows:

2. The By-Laws of Kingsland Country Property Owners Association, Inc., a non-profit Florida corporation, are hereby annexed to and made a part of these covenants and restrictions and may be amended at a meeting of the Board of Directors of Service Corporation, by a vote of a majority of a quorum of said Board of Directors present in person or by proxy.



DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO

DATE: 07/07/2015 11:34:19 AM

FILE #: 2015060771 OR BK 6237 PGS 806-823

REC FEES: \$154.50 INDEX FEES: \$0.00

DDS: \$0 MDS: \$0 INT: \$0

**KINGSLAND COUNTRY PROPERTY OWNERS
ASSOCIATION, INC.**

BYLAWS

BYLAWS
KINGSLAND COUNTRY PROPERTY OWNERS ASSOCIATION, INC.
A Not for Profit Florida Corporation

Introduction

These Bylaws constitute the code of rules adopted by Kingsland Country Property Owners Association, Inc., for the regulation and management of its affairs. This corporation will have the purposes and powers as are now or may be granted hereafter by law.

These Bylaws are recorded in the Public Records of Marion County, Florida, at Official Record Book 03234, Pages 1922 - 1937; amendments thereto at Official Record Book 03581, Pages 571 - 573 ; Official Record Book 6221, Pages 173 - 176; and restatement at Official Record Book ~~6237~~ ; Pages ~~806 - 823~~.

The primary purposes of this corporation are to provide for the maintenance, preservation and architectural control of the residents' parcels, homes, and common areas in an appurtenant community known as KINGSLAND COUNTRY ESTATES, WHISPERING PINES, MARCO POLO VILLAGE I, MARCO POLO VILLAGE II, AND FOREST GLENN of Marion County, Florida; for the health safety and welfare of the residents within the above described community including any and all units, divisions, or additions thereto as may hereafter be brought within the jurisdiction of the corporation as herein specified; and to protect the general privacy of the residences and its owners as may be allowed under the law.

ARTICLE I
GENERAL

Section 1. NAME

The name of the corporation shall be Kingsland Country Property Owners Association, Inc. hereinafter referred to as KCPOA.

Section 2. MAILING ADDRESS

The mailing address of KCPOA is 7500 SW 61st Avenue, Suite 300, Ocala, FL 34476 or at such other place as may be subsequently designated by the Board of Directors.

Section 3. REGISTERED AGENT

For the purpose of service of process, KCPOA shall designate a resident agent or agents, which designation may be changed from time to time and his or their office shall be deemed an office of KCPOA for the purpose of process.

Section 4. DEFINITIONS

A. References to the lots, tracts, or parcels of land shall mean the same in the various Declarations of Restrictions, affecting property located in Kingsland Country Estates, Whispering Pines, Marco Polo Village I, Marco Polo Village II, and Forest Glenn, Marion County, Florida, (hereinafter referred to as the Deed Restrictions) made by Kingsland, Inc., an Illinois Corporation or its successors or assigns, and recorded or intended to be recorded, or recorded in the future in the Official Records of Marion County, Florida.

B. Governing documents shall mean:

1) the recorded declaration of covenants, and all adopted and recorded amendments, supplements, and recorded exhibits;

2) the articles of incorporation and bylaws and any adopted amendments; and

3) the rules and regulations adopted under the authority of the recorded declaration, articles of incorporation, or bylaws and any adopted amendments.

ARTICLE II DIRECTORS

Section 1. NUMBER AND TERM

KCPOA shall be governed by a Board of Directors consisting of a minimum of seven (7) and may have up to eleven (11) members. The quorum will remain at four (4) to conduct any necessary business of KCPOA under the statutes and bylaws. The terms of office for the seven Directors shall be staggered three (3) year terms. Any additional Directors will serve one (1) or two (2) year terms. The terms of office shall be based on the date of the annual meeting by a vote of the members entitled to vote. To serve as a member of the Board of Directors, a person must be a member in good standing.

Section 2. ELECTIONS

A. All members of KCPOA who are in good standing are eligible to serve on the board of directors, and members may nominate himself or herself as a

candidate for the board at a meeting where the election is to be held unless KCPOA allows candidates to be nominated in advance of the meeting. An election is not required unless more candidates are nominated than vacancies exist.

B. A member who is delinquent in the payment of any fee, fine, or other monetary obligation to KCPOA on the day that he or she could last nominate himself or herself or be nominated for the board may not seek election to the board, and his or her name shall not be listed on the ballot.

C. A member who has been convicted of a felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, may not seek election to the board and is not eligible for board membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such member seeks election to the board. The validity of any action by the board is not affected if it is later determined that a member was ineligible to seek election to the board or that a member of the board is ineligible for board membership.

Section 3. VACANCY AND REPLACEMENT

Except as otherwise set forth herein and in the Charter, if the office of any director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining directors shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 4. REMOVAL and TERMINATION

A. A director serving on the Board may be removed for cause by a majority vote of the Board of Directors. "For cause" includes, but is not limited to, failure to attend 3 meetings in a row; conflict of interest; convicted felon; unethical behavior; consistent disruption of meetings; unwillingness to let the majority prevail; or preventing the Board from functioning effectively.

B. A director who becomes more than 90 days delinquent in the payment of any fee, fine, or other monetary obligation to the association shall be deemed to have abandoned his/her seat on the Board, creating a vacancy on the Board to be filled according to Article II, Section 3.

Section 5. POWERS

The property and business of KCPOA shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited in statute, the Certificate of Incorporation, these Bylaws or the Deed Restrictions. The powers of the Board of Directors (but not the requirements) shall specifically include, but shall not be limited to the following:

- A. To make and collect fees as set forth in the Deed Restrictions, and establish time within which payments of same are due, subject, however to the requirements set forth in the Deed Restrictions.
- B. To use and expend the fees collected for those purposes set forth in the Deed Restrictions.
- C. To purchase the necessary furniture, equipment, and tools necessary or incidental to the business and purposes of KCPOA. If an expenditure exceeds or may have the potential to exceed \$1000.00 (one thousand) and is not included in the annual budget or is an amount greater than what is incidental or normal to the immediate business and purposes of KCPOA, said expenditure or expenditures shall be approved or disapproved by those attending the General Meeting.
- D. To collect fines, fees and other monetary obligations owed to KCPOA by suit or otherwise.
- E. To employ such personnel as may be necessary or incident in order to carry out the purposes and functions of KCPOA.
- F. To enter into such contracts, and bind KCPOA hereby as the Board of Directors, including contracts with a member.
- G. To make reasonable rules and regulations for the collections of the fees.
- H. To establish an annual budget, such budget to be approved or disapproved by those attending the General Meeting when such budget is presented.

Section 6. ASSESSMENTS

To have and exercise any and all powers, rights and privileges which a not for profit may be organized to pursuant to the laws of the State of Florida. (Article of Incorporation 3.01, Paragraph i).

A. 1.5 (The Law of Florida Homeowners' Association) To fund the operations and special needs of a homeowners' association, each parcel owner is required to contribute a proportionate share of the costs and expenses. Each owner's proportionate share of the annual budget and the general operations and obligations of the association is referred to in statute as an assessment or an amenity fee. The assessments or amenity fees may be payable to the association. Under the statutes, and the Documents governing the community, and fees or assessments remaining unpaid by a parcel owner may become a lien on the parcel until the assessment is paid.

B. These assessments or charges will be called Kingsland Country Property Owners Association Inc. fees.

Section 7. COMPENSATION

Directors, officers, and committee members may not directly receive any salary or compensation from KCPOA for the performance of duties as a director, officer or committee member and may not in any other way benefit financially from service to KCPOA but may receive reimbursement for out of pocket expenses incurred in the actual performance of their duties.

Section 8. MEETINGS

A. The first meeting of each newly elected Board shall be held immediately upon adjournment of the meeting at which they were elected provided a quorum shall be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the meeting of the voting members and immediately after adjournment of same.

B. The Board of Directors shall set the dates, times and place for holding monthly meetings of the Board of Directors and such meetings shall be noticed pursuant to Bylaw, Article VI, Section 1.

C. Special meetings shall be held whenever called by the Board President or a majority of the Board or a majority of the voting membership. The Secretary shall give notice of each special meeting by posting on the KCPOA website or by placement of signs at the 4 corners of KCPOA (one at the corner of SW 49 Ave. and SW 103 St. Rd, one at the corner of SW 49 Ave. and SW 115 St. Rd., one at the corner of SW 115 St. Rd. and SW 62 Ave. Rd. and one at the corner of SW 62 Ave Rd. and SW 103 St. Rd.)

D. The quorum at a meeting of the Board of Directors shall be 4 Directors in good standing to conduct any necessary business of KCPOA under the statutes and bylaws.

E. The Board of Directors can conduct emergency meetings due to extraordinary circumstances that require immediate Board action. Any actions taken at an Emergency Board meeting must later be ratified at a regular Board meeting.

F. Directors may not vote by proxy or by secret ballot at Board of Directors meetings except that secret ballots may be used in the election of officers.

G. A board director or committee member's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such director or committee member may vote as if physically present. A speaker must be used so that the conversation may be heard by the board directors or committee members attending in person.

Section 9. ORDER OF BUSINESS

The order of business at all meetings of the Board shall be as follows:

- A. Roll Call
- B. Reading of the Minutes of last meeting
- C. Resignations and election
- D. Reports of officers and employees
- E. Reports of Committee
- F. Unfinished business
- G. Consideration of Communications
- H. Original resolutions and new business

Section 10. ANNUAL STATEMENT

The Board shall account to the members no less often than once each year commencing with the year 1982, as to the total fees collected from the members and as to the method of disbursement of the said funds.

ARTICLE III OFFICERS

Section 1. EXECUTIVE OFFICERS

The executive officers of KCPOA shall be President, one or more Vice Presidents, Secretary and Treasurer, all of whom shall be elected annually by said board.

Any two of the offices may be united in one person, except that the President shall not also be the Secretary or an Assistance Secretary of KCPOA. The President shall be director ex officio unless elected by the Board. If the Board so determines, there may be more than one Vice President.

Section 2. EXECUTIVE DIRECTOR AND SUBORDINATE OFFICERS

The Board of Directors may appoint an Executive Director and such other officers and agents as they may deem necessary who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board. The executive Director may perform such or all of the duties of other officers hereafter enumerated as may be from time to time prescribed by the Board.

Section 3. TENURE OF OFFICERS; REMOVAL

All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. The Board may delegate powers of removal of Subordinate officers and agents to any officer.

Section 4. THE PRESIDENT

A. The President shall preside at all meetings of the voting membership and of the directors; shall have general and active management of the business of KCPOA; shall see that all orders and resolutions of the Board are carried into effect; shall execute Bonds, mortgages and other contracts requiring a seal, under the seal of KCPOA; the seal when affixed shall be attested by the signature of the Secretary or Assistant Secretary.

B. The President shall have general supervision and direction of all the other officers of KCPOA and shall see, to the best of the President's ability, that their duties are performed properly.

C. The President shall submit a report of the operations of KCPOA for the fiscal year to the directors whenever called for by them and from time to time shall report to the Board all matters within the President's knowledge which the interest of KCPOA may require to be brought to their notice.

D. The President shall be an ex officio member of the committees, and shall have the general powers and duties of supervision and management usually vested in the office of the president of a corporation.

Section 5. THE VICE PRESIDENT

The Vice President shall be vested with all the powers required to perform all the duties of the President in the President's absence, and such other duties as may be prescribed by the President of the Board of Directors.

Section 6. THE SECRETARY

- A. The Secretary shall keep the minutes of the meetings of the voting membership and of the Board of Directors meetings in one or more books provided for that purpose.
- B. The Secretary shall see that all notices are duly given in accordance with the provisions of the Bylaws or as required by law.
- C. The Secretary shall be custodian of the corporate records and of the seal of KCPOA and shall see that the seal of KCPOA is affixed to all documents, the execution of which on behalf of KCPOA under its seal is duly authorized in accordance with the provisions of these bylaws.
- D. The Secretary shall keep a register of the post office address of each member.
- E. In general, the Secretary shall perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors or as set forth in the Deed Restrictions.

Section 7. THE TREASURER

- A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to KCPOA and shall deposit all monies and other valuable effects in the name and to the credit of KCPOA in such depositories as may be designated by the Board of Directors.
- B. The Treasurer shall disburse the funds of KCPOA as ordered by the President or the Board, taking proper vouchers for such disbursements and shall render to the President and Directors at all the regular meetings of the Board, or whenever they may require it, and account for all of the transactions as Treasurer and of the financial condition of KCPOA.
- C. The Treasurer may be required to give KCPOA a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of the Treasurer's office, of all books, papers, vouchers, money or other property of whatever kind in the Treasurer's possession belonging to KCPOA. KCPOA shall pay all premiums for issuance of said bond.

Section 8. VACANCIES

If the office of the President, Vice President, Secretary, or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor

or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 9. RESIGNATIONS

Any director or other officer may resign his/her office at any time, such resignation to be made in writing and to take effect from the time of its receipt by KCPOA unless some time be fixed in the resignation and then from that date. The acceptance of the resignation shall not be required to make it effective.

Section 10. COMMITTEES OF THE BOARD

The Board of Directors may establish committees as deemed necessary to carry out the activities of KCPOA. All committees shall be appointed by the Board. Members in good standing can be appointed by the Board to a committee. A designated Board member will be assigned to each committee and will serve as the chairperson. Any committee member may be removed by the Board of Directors upon motion and majority vote.

ARTICLE IV MEMBERSHIP

Section 1. DEFINITION

Each owner of a lot, tract or parcel shall be a member of KCPOA and membership in KCPOA shall be limited to such lot owner. An Owner will cease to be a member of KCPOA upon the sale, transfer or disposition of the member's lot or parcel.

Section 2. CLASS AND VOTING

KCPOA will have one class of members. Each member, in good standing, shall be entitled to a total of one vote regardless of the number of lots or parcels owned. In the event a lot or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated by the owner(s) as one entitled to cast the vote for the membership concerned.

Section 3. PROXY VOTING

A member in good standing may vote in person, or may vote by proxy executed in writing by the member or the member's attorney in fact. A copy, facsimile transmission, or other reliable reproduction of the original proxy may be substituted or used in lieu of the original proxy for any purpose for which the

original proxy could be used if the copy, facsimile transmission or other reproduction is a complete reproduction of the entire proxy. An appointment of a proxy is not valid after 11 months following the date of its execution unless otherwise provided in the proxy.

Section 4. ELECTRONIC VOTING

KCPOA may conduct elections and any matter that requires a vote of the members through an internet-based online voting system if a member consents, in writing, to online voting and if the following requirements are met:

A. KCPOA provides each member with a method to confirm, at least 14 days before the voting deadline, that the member's electronic device can successfully communicate with the online voting system; and

B. KCPOA's online voting system is able to store and keep electronic ballots accessible to election officials for recount, inspection, and review purposes.

C. The Board of Directors shall provide for and authorize an online voting system by a board resolution.

D. A member voting electronically shall be counted as being in attendance at the meeting for purposes of determining a quorum.

Section 5. TRANSFER OF MEMBERSHIP AND OWNERSHIP

Membership in KCPOA may be transferred only as an incident of transfer of a lot or parcel and such transfers shall be subject to the procedures set forth in the Declarations.

Section 6. MEMBER IN GOOD STANDING

A member shall be considered in good standing if:

A. No fee, fine, or other monetary obligation to KCPOA is owed.

B. No Covenants & Restrictions violations are noted and not cleared on any property owned by the member.

ARTICLE V MEETINGS

Section 1. PLACE

All meetings of the voting membership shall be held at such place in Marion County, Florida as designated by the Board of Directors.

Section 2. ANNUAL MEETINGS

A. The annual meeting of the members will be held in March of each year, or such prior or later time as the Board of Directors may determine.

B. At the annual meeting, members in good standing shall elect a Board of 7 Directors as provided for in Bylaw, Article II Section 1, and transact such other business as may properly come before the meeting.

Section 3. GENERAL MEETINGS

A. General Membership meetings may be held twice each calendar year.

B. Fifteen (15) members in good standing will constitute a membership quorum for annual and general meetings.

Section 4. SPECIAL MEETINGS

Special meetings of the voting membership for any purpose may be called by the President, a majority of the Board of Directors or by a majority of voting membership. Such requests shall state the purpose or purposes of the proposed meeting.

ARTICLE VI NOTICES

Section 1. ASSOCIATION NOTICES

A. Notice of meetings shall be provided in one of the following manners, except in an emergency:

1. posted in a conspicuous place in the community at least 48 hours in advance of a meeting;

2. mailed or delivered to each member at least 7 days before the meeting;

3. publication in a newspaper of general circulation at least 7 days before the meeting;

4. yearly provision of a schedule of meetings;

5. posting on KCPOA's website at least 7 days before the meeting; or

6. electronic transmission at least 7 days before the meeting, however, a member must consent in writing to receiving notice by electronic transmission.

Section 2. ELECTRONIC TRANSMISSION OF NOTICES

A. "Electronic Transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, that created a record that may be retained, retrieved, and reviewed by the recipient and that may be directly reproduced in a comprehensible and legible paper form by the recipient through automated process such as a printer or a copy machine. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers. Electronic transmission does not include oral communication by telephone.

B. Consent and Revocation of Consent. In order to be effective, any consent given by a member to receive via electronic transmission, and any revocation of consent, must be in writing and must be signed by the member or a person holding a power of attorney for the member. Consent or revocation of consent may be delivered to the association via electronic transmission, by hand delivery, by United States mail, or by other commercial delivery service.

C. Delivery of Consent or Revocation of Consent. Any consent given by a member to receive notices via electronic transmission must be actually received by a current officer, board member or manager of KCPOA, or by KCPOA's registered agent.

D. Automatic Revocation of Consent. Consent shall be automatically revoked if KCPOA is unsuccessful in providing notice via electronic transmission for two consecutive transmissions to a member, if and when KCPOA becomes aware of such electronic failure.

E. Attachments and Other Information. In order to be effective notice, notice of a meeting delivered via electronic transmission must contain all attachments and information required by law.

F. Effect of Sending Electronic Meeting Notice. Notice of a meeting is effective when sent by KCPOA, regardless of when the notice is actually received by the member, if directed to the correct address, location or number, or if posted on a web site or internet location to which the member has consented. The member, by consenting to notice via electronic transmissions, accepts the risk of not receiving electronic notice, so long as KCPOA correctly directed the transmission to the address, number or location provided by the member.

Section 3. SERVICE OF NOTICE – WAIVER

Whenever any notice is required to be given under the provisions of the statutes or of the Deed Restrictions or the Certificate of Incorporation or of these Bylaws,

a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 4. ADDRESS

The address for notice to KCPOA is 7500 SW 61st Avenue, Suite 300, Ocala, FL 34476 or at such other place as may be subsequently designated by the Board of Directors.

ARTICLE VII FINANCES

Section 1. FISCAL YEAR

KCPOA shall operate upon the fiscal year beginning on January 1 and ending on December 31.

Section 2. CHECKS

All checks or demands for money and not of KCPOA shall be signed by any two of the following officers: President, Vice President, Secretary, or Treasurer or such other person or persons as the Board of Directors may from time to time designate.

ARTICLE IX NO STOCK

KCPOA shall never have or issue shares of stock and/or certificates of membership.

ARTICLE X DEFAULT

In the event a lot or parcel owner does not pay any fee, fine, or other monetary obligation owed to KCPOA at the time same may be due, KCPOA, acting on its own behalf or through its Board of Directors or their agents may enforce it by lien for the fee, fine or other monetary obligation owed or take such other action to recover the fee, fine, or other monetary obligation to which it is entitled in accordance with the Deed Restrictions and any statutes made and provided. If an action of foreclosure is brought against the owner of a lot or parcel for non-payment of monies due to KCPOA and as a result thereof, the interest of said

owner in and to the lot or parcel is sold, then the owner will thereupon cease to be a member of KCPOA.

If KCPOA becomes the owner of a lot or parcel by reason of foreclosure, it shall offer said lot or parcel for sale and at such time as the sale is consummated, it shall deduct from such proceeds all sums of money due to KCPOA for the fees, costs, or other monetary obligations, all cost incurred in the bringing of the foreclosure suit, including reasonable attorneys fees and any and all expenses incurred in the resale of the lot or parcel, which shall include but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of the improvements, if any, on the lot. All monies remaining after deducting the foregoing items or expenses shall be returned to the former owner of the lot or parcel in question.

ARTICLE XI MISCELLANEOUS

Section 1. BINDING KCPOA

No lot or parcel owner or member, except as an officer of KCPOA shall have the authority to act for KCPOA or bind KCPOA.

Section 2. INVALIDITY

If any Bylaw or part thereof shall be adjudged invalid, the same shall not affect the validity of any other Bylaw or part thereof.

ARTICLE XII AMENDMENT OF ARTICLES OF INCORPORATION

The power to alter, amend or repeal the Articles of Incorporation is vested in the Board of Directors and the members. Such action must be taken in the Articles of Incorporation.

ARTICLE XIII MODIFICATION OF BYLAWS

The power to alter, amend or repeal these Bylaws or to adopt new Bylaws insofar as is allowed by law, is vested in the Board of Directors.

ARTICLE XIV CONSTRUCTION

In the event any discrepancies exist between these Bylaws and the Covenants & Restrictions and Articles of Incorporation of the Kingsland Country Property Owners Association, Inc., the Covenants & Restrictions and Articles of Incorporation shall prevail.

ARTICLE XV ENFORCEMENT OF COVENANTS & RESTRICTIONS

The enforcement of the covenants and restrictions shall be dealt with in a manner as expeditiously and fairly as possible.

The Board of Directors shall designate one of its board members as the Chairperson of the Grievance Committee. The role of the Grievance Committee is limited to determining whether to confirm or reject a fine or suspension levied by the board.

Under Section 720.305(2), F.S., a reasonable fine may be levied against the violator. This fine shall not exceed \$100 per violation against any member or any tenant, guest, or invitee. The fine may be levied by the board for each day of a continuing violation, with a single notice and opportunity for a hearing, except that no such fine shall exceed \$1,000 in the aggregate. A fine of less than \$1,000 may not become a lien against a parcel.

A fine or suspension may not be imposed by the board without notice of at least (14) days to the person sought to be fined or suspended and an opportunity for hearing before the Grievance Committee which shall be made up 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 a majority vote, does not approve a proposed fine or suspension, it may not be imposed.

Such request for a hearing shall be made in writing by the violator within fourteen (14) days of receipt of said notice. If such request is not made in writing by the violator within the fourteen (14) day period such fine shall be imposed automatically.

Prepared by:
Lorenzo Ramunno, Esq.
Ramunno Law Firm, PA (FL, NY & TN Bar)
7500 SW 61st Ave., Ste. 100
Ocala, FL 34476
Phone: (352) 854-5570

**CERTIFICATE OF AMENDMENTS
TO BYLAWS OF
KINGSLAND COUNTRY PROPERTY OWNERS ASSOCIATION, INC.**

WHEREAS, the Bylaws of Kingsland Country Property Owners Association, Inc., was originally recorded in Official Records Book 594, Pages 359 through 377 of the Public Records of Marion County, Florida;

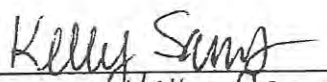
WHEREAS, the Bylaws of Kingsland Country Property Owners Association, Inc., were amended which amendments were recorded in Official Record Book 03581, Pages 571 - 573 and Official Record Book 6221, Pages 173 - 176 of the Public Records of Marion County, Florida;

WHEREAS, pursuant to Article XIII of the Bylaws the power to alter, amend, or repeal the Bylaws or to adopt new Bylaws as is allowed by law is vested in the Board of Directors;

NOW THEREFORE, the undersigned, Kingsland Country Property Owners Association, Inc., by and through its Board of Directors, pursuant to Chapter 720, Fla. Stat., and its Bylaws, hereby certifies that the amendments to Bylaws, attached hereto as the complete restatement of Bylaws, was amended and duly adopted at a regularly scheduled meeting of the Board of Directors held on June 30, 2015 by unanimous vote of the following Directors in attendance at said official meeting: Robert Byers, Christopher Murphree, Brenda Carroll, Wayne Zimmer, Jan Breuninger, and Trina Sherrets.

Signed, sealed and delivered in
the presence of:

KINGSLAND COUNTRY PROPERTY
OWNERS ASSOCIATION, INC.


Print name Kelly Sams

By: 
ROBERT BYERS, President



Signed, sealed and delivered in
the presence of:

ATTEST:

Kelly Sams
Print name Kelly Sams

By: Chris Murphree
CHRIS MURPHREE, Vice President

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 6 day of July, 2015, by ROBERT BYERS and CHRIS MURPHREE, as President and Vice President, respectively, of Kingsland Country Property Owners Association, Inc., are personally known to me or have produced Florida Drivers Licenses as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendments to the Bylaws of Kingsland Country Property Owners Association, Inc. and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation, in the presence of two witnesses named herein.



Kelly Sams
NOTARY PUBLIC, State of Florida
My Commission Expires: