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CERTIFICATE OF AMENDMENT TO DECLARATION FOR WINTERGREEN
for
WINTERGREEN AT WINTER PARK HOMEOWNERS ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of WINTERGREEN AT WINTER PARK HOMEOWNERS ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF COVENANTS AND RESTRICTIONS FOR WINTER GREEN recorded in O.R. Book 1298, Page 951, *et seq.*, of the Public Records of Seminole County, Florida (hereafter the "Original Declaration") and that certain FIFTH AMENDMENT TO DECLARATION FOR WINTER GREEN recorded in O.R. Book 2719, Page 1471, *et seq.*, of the Public Records of Seminole County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that SIXTH AMENDMENT TO DECLARATION FOR WINTER GREEN (hereinafter "Amended Declaration"), which Amended Declaration is attached hereto and by reference made a part hereof, were duly adopted on the 16th day of November in the Year 2006 at an annual meeting of the membership (hereinafter "Annual Meeting").

The Amended Declaration was approved in accordance with the requirements of Article X, Section 4 of the Declaration by the affirmative vote of two-thirds of the Membership at said Annual Meeting. Proper notice was given for the Annual Meeting pursuant to the Bylaws of the Association and the Florida Statutes. It is intended that the Amended Declaration shall amend the Declaration.

The Association is a homeowners association created pursuant to the laws of the State of Florida.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name, this 16th day of November in the Year 2006.

Signed, sealed and delivered in the presence of:

WINTERGREEN AT WINTER PARK HOMEOWNERS ASSOCIATION, INC.

SIXTH AMENDMENT TO DECLARATION
FOR WINTERGREEN

WINTERGREEN AT WINTER PARK
HOMEOWNERS ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

RECITALS

WHEREAS, the Association, as a body corporate organized under Chapters 617 and 720 of the laws of the State Florida, not for profit; and

WHEREAS, that certain Declaration of Covenants and Restrictions for Winter Green was executed on September 23, 1980 and recorded on September 29, 1980 in Official Records Book 1298, Page 951 *et seq.*, of the Public Records of Seminole County, Florida (the "Original Declaration"); and

WHEREAS, that certain First Amendment to Declaration of Covenants and Restrictions for Winter Green was executed on October 29, 1980 and recorded on November 5, 1980 in Official Records Book 1304, Page 1754, *et seq.*, of the Public Records of Seminole County, Florida (the "First Amended Declaration"); and

WHEREAS, that certain Second Amendment to Declaration of Covenants and Restrictions for Winter Green was executed on January 15, 1981 in Official Records Book 1318, Page 0016 of the Public Records of Seminole County, Florida (the "Second Amended Declaration"); and

WHEREAS, that certain Third Amendment to Declaration for Winter Green was executed on October 27, 1983 and recorded on January 4, 1984 in Official Records Book 1515, Page 0481, *et seq.*, of the Public Records of Seminole County, Florida (the "Third Amended Declaration"); and

WHEREAS, that certain Fourth Amendment to Declaration for Winter Green was executed on February 22, 1987 and recorded on February 27, 1987 in Official Records Book 1822, Page 1316, *et seq.*, of the Public Records of Seminole County, Florida (the "Fourth Amended Declaration"); and

WHEREAS, that certain Fifth Amendment to Declaration for Winter Green was executed on January 17, 1994 and recorded on January 28, 1994 in Official Records Book 2719, Page 1471, *et seq.*, of the Public Records of Seminole County, Florida (the "Declaration"); and

WHEREAS, the Association, in an effort to further the goals and purposes of the Association; and

WHEREAS, those goals and purposes being to promote the sound growth, the progressive civic improvement, the beautification and the healthy residential and recreation development of the area included in, surrounding, and contiguous to the Subdivision Community; and

WHEREAS, these goals and purposes are lawful; and

WHEREAS, it has been found that to properly achieve these goals and purposes the Board of Directors and the Members of the Association have, after due deliberation, determined that it is right and proper to amend the Declaration; and

WHEREAS, pursuant to Article X, Section 4, of the Declaration which provides that any governing document of an Association may be amended by the affirmative vote of two-thirds of the voting interests of the Association; and

WHEREAS, the Association membership having given its assent to the amendment of the Declaration by at least a two thirds vote of the voting interests of the Association .

WITNESSETH

NOW THEREFORE, as the foregoing Recitals are true and accurate and incorporated herein by reference and pursuant to Article X, Section 4, of the Declaration the following amendments are made to the Declaration:

ARTICLE II DEFINITIONS

Section 1. "Association" shall mean and refer to ~~Players Park at Winter Green~~ at Winter Park Owners' Homeowners Association Inc., a Florida Corporation

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Lot or Dwelling Unit within the Property, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges; (2) special assessments ~~for capital improvements~~, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon, and late fees, and costs of collection including reasonable attorney's fees and costs, as may be incurred prior to litigation, during litigation, including appeal and bankruptcy proceedings, thereof as hereinafter provided, shall be a charge on the land, and shall be a continuing lien upon the Lot and Dwelling Unit against which each such assessment is made notwithstanding the failure or inability of the Association to record a formal claim or notice of lien in the Public Records of Seminole County, Florida, and shall also be the personal obligation of the person who was the Owner of such Lot and Dwelling Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. Notwithstanding anything contained herein to the contrary, the obligation shall be joint and several as to the Owner in the event that the Owner constitutes more than one person or entity.

Section 3. Basis and Maximum of Annual Assessments.

- (b) The maximum annual assessment may be increased by the Association above fifteen percent 15%) by a vote of two-thirds (2/3) a majority of a quorum of Members who voting in person or by proxy, gathered at a Membership

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, ~~the cost of any construction or reconstruction, repair, or replacement of a described capital~~

~~improvement upon the Common Area which is the property of the Association, including the necessary fixtures and personal property related thereto any necessary expenditure of the Association, provided that such assessment shall have the assent of two-thirds (2/3) a majority of the voted of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days in advance and not more than sixty (60) days in advance of the meeting and shall set forth the purpose of the meeting.~~

Section 5. Change in Basis and Maximum of Annual Assessments.

Subject to the limitations of Section 3 hereof, and the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of ~~two-thirds (2/3)~~ a majority of the votes of the Members who are voting in person or by proxy, at a meeting duly called for that purpose, written notice of which shall be sent to all Members not less than thirty (30) days in advance and no more than sixty (60) days in advance of the meeting and shall set forth the purpose of the meeting.

Section 6. Quorum for any Action Authorized under Section 4 and 5.

The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members of the Association, or of proxies, entitled to cast entitled to cast ~~sixty percent (60%)~~ one-third (1/3) of all the votes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum ~~at~~ of the preceding meeting, provided that no such subsequent meeting shall be held later than sixty (60) days following the preceding meeting.

Section 9. Effect of Nonpayment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot or Dwelling Unit which shall bind such Lot or Dwelling Unit in the hands of the then Owner, the Owner's heirs, devisees, personal representatives and assigns. The personal ligation of the then Owner to pay such assessment, however, shall remain the Owner's personal obligation. If the Owner is comprised of more than one (1) person or entity, the elements comprising the Owner shall be jointly and severally liable for the obligation to pay such assessment.

If the assessment is not paid within ~~thirty (30)~~ fifteen (15) days after the due date, the assessment shall be subject to a late charge of ten percent (10%) of the delinquent assessment for each month the assessment is unpaid (which sums shall compensate the Association for increased costs related to collection of the assessment and shall bear interest from due date at the maximum rate of interest permitted by law per annum (currently eighteen percent (18%) per annum), and the Association may bring an action at law against the Owner personally obligated to pay the same and may foreclose the lien against the Lot or Dwelling Unit if not paid within sixty (60) days after the due date, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, late charges, and a reasonable Attorneys' fee (including attorneys' fees incurred prior to suit, upon appeal if necessary, in bankruptcy) to be fixed by the Court, together with the costs of action. Payments made by or on behalf of the delinquent Owner shall be applied to the payment of the debt in a manner substantially similar to that as provided in Section 718.116(3). In addition, the foregoing payments shall be applicable notwithstanding any restrictive instruction placed on or accompanying a payment.

ARTICLE VII GENERAL RESTRICTIONS

Section 5. Livestock and Animal Restrictions.

No livestock, poultry, 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, or other common domesticated household pets, ~~not in excess of 25 pounds when mature,~~ may be raised and kept; provided 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 to roam free in the Subdivision Community or on to any other Owner's property. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

All dogs ~~and cats~~ shall be kept on leashes when not confined to the Unit; and said animals may be walked only in the areas designated from time to time by the Board for such purposes. Pet owners must immediately dispose of waste material when walking pets outside the confines of the Owner's yard. Pet Owners' yards must be cleaned of all waste material on a daily basis. Pet Owners will be subject to fines and/or removal of pets for violations under this Section.

Section 10. Antenna Restrictions.

~~No one shall be permitted to install or maintain on any Lot, Dwelling Unit or other structure any outside television or radio antennae, masts, satellite dish antenna, aerials or other tower for the purpose of audio or visual reception or transmission. Any outside television or radio antennae, masts, satellite dish antenna, aerials or other tower for the purpose of audio or visual reception or transmission constructed, installed, or maintained must conform to all applicable federal, state, or municipal codes and/or regulations for devices of such types.~~

Section 21. Pest Control.

Each Unit Owner shall be responsible to keep his Unit and enclosed yard area free of pests including but not limited to flies, ants, termites, roaches, fleas, and rodents. If in the opinion of ~~the~~ Board an infestation exists then the Owner will be obligated to immediately authorize, at his own expense, professional treatment of such infestation. If the Owner is unable or unwilling to respond in a timely manner, then the Board may authorize such treatment chargeable to the Owner under the terms and provisions of Article VII, Section 11 of this Declaration. At the discretion of the Board of Directors the Association, which having the authority but not the obligation to, may implement a Subdivision Community-wide program of termite or other insect/vermin control or eradication. The expense of any such program shall be borne by and paid for by the Association as part of the annual budget of the Association.

ARTICLE X GENERAL PROVISIONS

Section 4. Amendment of Declaration.

This Declaration may be amended by the vote of not less than ~~sixty-six and two thirds percent (66 2/3%)~~ a majority of the Lot or Dwelling Unit Owners of record; provided that any amendment which would affect the surface water management system, including the water management portion of the Common Areas, must have the prior approval of the ~~South Florida~~ St. Johns River Water Management District or other governing entity. Any amendment must be recorded.

Deletions to the original text appear as ~~strike through~~.
Additions to the original text appear as underlined.

(Certain passages were underlined in the original text but have not been so underlined in this Amendment to aid in identifying the added text. Portions of the original text not included in the above recitations are not modified or amended by the amendments above and so continue unchanged hereafter.)

IN WITNESS WHEREOF, WE, William James Halscott, as President, Joseph Chris Stayanoff, Vice President, and Kathryn Renee Lloyd, Secretary-Treasurer, all of the Board of Directors of the Winter Green at Winter Park Homeowners Association, Inc., for the purpose of amending the Declaration of Covenants and Restrictions for Winter Green as provided for above and hereby set our hands 16th day of November in the Year 2006 and do state and acknowledge that the necessary number of votes were cast by the Members of the Association by vote or by proxy at a duly noticed meeting of the Membership.