

WATERBRIDGE COMMUNITY ASSOCIATION. INC.

A non-profit corporation

COMPENDIUM OF GOVERNANCE DOCUMENTS

As of January 17, 2023

1. SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION

State of Florida recorded 04/18/2022

Orange County, FL recorded 01/17/2023

2. SECOND AMENDED AND RESTATED BY-LAWS

Orange County, FL recorded 01/17/2023

3. AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS

Orange County, FL recorded 06/03/2011

This instrument prepared by and should be returned to:)
Robyn Marie Severs, Esquire)
Becker & Poliakoff, P.A.)
111 N. Orange Ave. #1400)
Orlando, FL 32801)
(407) 875-0955)

DOC # 20230024280
01/17/2023 07:07 AM Page 1 of 21
Rec Fee: \$180.00
Deed Doc Tax: \$0.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

Cross-reference Preservation at Book 9821,)
Page 4673, O.R. Book 2994, Page 1929,)
as amended at Book 3003, Page 319;)
Book 3130, Page 1068, Book 3419, Page 2315,)
Book 4661, Page 4155, Book 6242, Page 4899,)
and Book 10222, Page 7127 of the)
Records of Orange County, Florida.)

CERTIFICATE OF RECORDING SECOND
AMENDED AND RESTATED ARTICLES OF INCORPORATION
AND
SECOND AMENDED AND RESTATED BYLAWS
OF
WATERBRIDGE COMMUNITY ASSOCIATION, INC.
A NON PROFIT CORPORATION

This proposed amendment is a substantial rewording of the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of Waterbridge Community Association, Inc. Please see the Amended and Restated Articles of Incorporation, recorded at Official Records Book 10222, Page 7127, Public Records of Orange County, Florida and filed with the State on May 6, 2011, for present text. Please see the Amended and Restated Bylaws, recorded at Official Records Book 10222, Page 7127, Public Records of Orange County, Florida.

WHEREAS, the original Articles of Incorporation of Waterbridge Community Association, Inc. was originally recorded at Official Records Book 2994, Page 1958 of the Public Records of Orange County, Florida ("Original Articles") as part of Composite Exhibit "A" to the Declaration of Covenants and Restrictions recorded on March 30, 1979 and recorded at Official Records Book 2994, Page 1929, as amended at Official Records Book 3003, Page 319, Official Records Book 3130, Page 1068, Official Records Book 3419, Page 2315, Official Records Book 4190, Page 4106, Official Records Book 4661, Page 4155, Official Records Book 6242, Page 4899 and the Notice of Preservation of Declaration of Covenants and Restrictions was recorded at Official Records Book 9821, Page 4673 all of the Public Records of Orange County, Florida; and

WHEREAS, the Amended and Restated Articles of Incorporation of Waterbridge Community Association, Inc. was recorded on June 3, 2011, as Composite Exhibit "A" to the Amended and Restated Declaration of Covenants and Restrictions at Official Records Book 10222, Page 7127 of the Public Records of Orange County, Florida ("Amended and Restated Articles of Incorporation"); and

WHEREAS, the original Bylaws of Waterbridge Community Association, Inc. was originally recorded at Official Records Book 2994, Page 1958 of the Public Records of Orange County, Florida ("Original Bylaws") as part of Composite Exhibit "A" to the Declaration of Covenants and Restrictions recorded on March 30, 1979 and recorded at Official Records Book 2994, Page 1929, as amended at Official Records Book 3003, Page 319, Official Records Book 3130, Page 1068, Official Records Book 3419, Page 2315, Official Records Book 4190, Page 4106, Official Records Book 4661, Page 4155, Official Records Book 6242, Page 4899 and the Notice of Preservation of Declaration of Covenants and Restrictions was recorded at Official Records Book 9821, Page 4673 all of the Public Records of Orange County, Florida; and

WHEREAS, the Amended and Restated Bylaws of Waterbridge Community Association, Inc. was recorded on June 3, 2011, as Composite Exhibit "A" to the Amended and Restated Declaration of Covenants and Restrictions at Official Records Book 10222, Page 7127 of the Public Records of Orange County, Florida ("Amended and Restated Bylaws"); and

WHEREAS, a majority of the Board of Directors have determined that it is in the best interest of the Owners and the Association to restate and amend the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws for the purpose of eliminating possible ambiguity in the terms of the Amended and Restated Articles and the Amended and Restated Bylaws and to make the Articles and Bylaws consistent with Florida law.

NOW THEREFORE, pursuant to the authority in Article XIII of the Amended and Restated Articles, the Association, by the affirmative vote of not less than a majority of the Board of Directors hereby restate and amend in its entirety the Amended and Restated Articles.

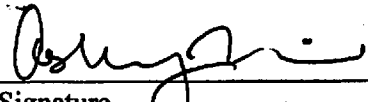
NOW THEREFORE, pursuant to the authority in Article XVII of the Amended and Restated Bylaws, the Association, by the affirmative vote of not less than a majority of the Board of Directors hereby restate and amend in its entirety the Amended and Restated Bylaws.

These Second Amended and Restated Articles of Incorporation of Waterbridge Community Association, Inc., specifically and completely supersedes and replaces the Amended and Restated Articles. These Second Amended and Restated Bylaws of Waterbridge Community Association, Inc., specifically and completely supersedes and replaces the Amended and Restated Bylaws.

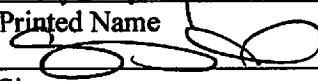
WITNESS my signature hereto this 5th day of January, 202³, at ORANGE County, FL.

Signed, sealed, and delivered in the presence of

WATERBRIDGE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit


Signature
Ashley Tomlinson
Printed Name

BY: 
Art Freeman, President


Signature
Stephanie Echeverry
Printed Name

STATE OF FLORIDA:
COUNTY OF ORANGE:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of January, 202³ by Art Freeman, as President of Waterside Community Association, Inc.

NOTARY PUBLIC - STATE OF FLORIDA

Personally Known _____ OR

Produced Identification ✓

FL DL

Type of Identification

Sign 

Print Stephanie Echeverry

My Commission expires: 12/25/2023

 Stephanie Echeverry
State of Florida
My Commission Expires 12/25/2023
Commission No. GG 942208

FILED

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
WATERBRIDGE COMMUNITY ASSOCIATION, INC.
A NON PROFIT CORPORATION

APR 18 PM 2:30
SECRETARY OF STATE
TALLAHASSEE, FL

ARTICLE I
NAME AND ADDRESS

The name of this corporation is WATERBRIDGE COMMUNITY ASSOCIATION, INC., a Florida non profit corporation. The principal address of the Corporation is

Waterbridge Community Association, Inc
1814 Jill Ct
Winter Park, Florida 32789

ARTICLE II
PURPOSES AND POWERS

The words used in these Amended and Restated Articles shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Amended and Restated Declaration, as the same may be amended from time to time, unless the context indicates otherwise. The Waterbridge Community Association, Inc. (the "Association") does not contemplate pecuniary gain or profit, direct or indirect, to its members. The Association has all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of the Declaration, these Articles, or of Chapter 720, Florida Statutes (Homeowners' Association Act). The purposes for which it is formed are:

To promote the health, safety, and welfare of the residents living within the boundaries of the real property ("The Property") described as Waterbridge according to the Plat thereof as recorded in Plat Book 8, Pages 27 and 28, Public Records of Orange County, Florida and for this purpose to:

- A. Own, acquire, build, operate and maintain the Recreational Property and Common Property, including buildings, structures, personal properties incident thereto (hereinafter referred to "the common properties and facilities") described in the Amended and Restated Declaration;
- B. Fix and collect assessments (or charges) to be levied against the Property;
- C. Enforce by legal means the provisions of the Homeowners' Association Act, other applicable laws, the Amended and Restated Declaration and agreements applicable to the Property;
- D. Pay taxes, if any, on the common properties and facilities;
- E. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Property; and
- F. Perform all acts and exercise all powers that are granted to corporations not for profit under the laws of the State of Florida.

ARTICLE III
MEMBERSHIP

Every person or entity who is a record owner of a fee simple or undivided fee simple in any Lot located on The Property, and all of which is subject to the Amended and Restated Declaration and to assessments by the Association, shall be a Member of the Association; provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

ARTICLE IV
VOTING RIGHTS

The Association shall have one class of voting membership; a Member is every person or entity who is a record owner of a fee simple or undivided fee simple in any Lot, which is subject by the Amended and Restated Declaration to assessments by the Association. Members shall be entitled to one vote for each Lot; but in no event shall more than one vote be cast with respect to any such Lot.

Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and such membership shall be terminated without the necessity of any formal action upon the recording of a valid instrument terminating or transferring the vested, present interest of the Owner.

ARTICLE V
BOARD OF DIRECTORS; SELECTION; TERMS OF OFFICE

The affairs of the Association shall be managed by a Board of Directors which shall number not less than three (3) or more than nine (9) as provided in the Amended and Restated By-Laws. The Members at each annual meeting shall elect the Directors as provided in the Amended and Restated By-Laws.

All of the duties and powers of the Association existing under the Amended and Restated Declaration, these Amended and Restated Articles, the Amended and Restated By-Laws and Florida law shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by the Members when such approval is specifically required.

ARTICLE VI
MERGERS AND CONSOLIDATION

Subject to the provisions of the recorded Amended and Restated Declaration, and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of a majority of the votes of all of the members who are voting at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE VII
MORTGAGES; OTHER INDEBTEDNESS

The Association shall have power to mortgage its properties, to make contracts and incur liabilities, and to borrow money at such rates of interest as the Board may determine and secure any of its obligations by mortgage and pledge of its property, Assessments and Special Assessments, income or rights.

ARTICLE VIII
QUORUM FOR ANY ACTIONS GOVERNED BY ARTICLES VI OF THESE ARTICLES

The quorum required for any action governed by Articles VI of this Amended and Restated Articles shall be as follows:

At the first meeting duly called as provided therein, the presence of Members entitled to cast seventy percent (70%) of all of the votes of the entire 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 said Articles, one-half of the required quorum at the preceding meeting (*i.e.* 35% of all of the votes of the entire membership), provided that no such subsequent meeting shall be held more than sixty (60) days following such preceding meeting.

ARTICLE IX
DEDICATION OF PROPERTIES OR TRANSFER OF FUNCTION TO PUBLIC AGENCY
OR UTILITY

The Association shall have power to dispose of its real properties only as authorized under the recorded Amended and Restated Declaration.

ARTICLE X
DURATION

The Association shall exist perpetually.

ARTICLE XI
DISSOLUTION

The Association may be dissolved only with the assent given in writing and signed by the Members entitled to cast a majority vote of the entire membership. Written notices of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made of the assets which shall be consonant with Article XII hereof shall be mailed to every Member at least ninety (90) days in advance of any action taken.

ARTICLE XII
DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is not accepted, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of corporate properties shall be effective to divest or diminish any right or title of any Member vested in him or her under the recorded Amended and Restated Declaration and deeds applicable to The Property unless made in accordance with the provisions of such covenants and deeds.

ARTICLE XIII
AMENDMENTS

These Amended and Restated Articles may be amended by a majority vote of the Board of Directors; provided that no amendment shall be effective to impair or dilute any rights of Members that are governed by the Amended and Restated Declaration (as, for example, membership and voting rights) which are part of the property interests created thereby.

ARTICLE XIV
THE INCORPORATORS

The name and address of each Incorporator is:

<u>Name</u>	<u>Address</u>
Virginia T. Jensen	Suite 433 First Federal Building 109 E. Church Street Orlando, Florida 32801
Ernest R. Drosdick	Suite 433 First Federal Building 109 E. Church Street Orlando, Florida 32801
Nicholas A. Pope	Suite 433 First Federal Building 109 E. Church Street Orlando, Florida 32801

ARTICLE XV
REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Corporation is Suite 433, First Federal Building 109 E. Church Street, Orlando, Florida 32801 and the name of its initial registered agent is Ernest R. Drosdick.

ARTICLE XVI
INDEMNIFICATION

A. Indemnity. The Association shall indemnify any Director, Officer, employee, agent or committee member who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, lawsuit, arbitration, or other proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, Officer, employee, agent or committee member of the Association, against expenses including attorney's fees, presuit attorney's fees, and appellate attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, lawsuit, arbitration, or other proceeding unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the , and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, lawsuit, arbitration, or other proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner that he or she reasonably believed to be not in, or opposed to, the best interest of the, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

B. Advances. Expenses, including but not limited to attorney's fees and costs, incurred in defending a civil or criminal action, lawsuit, arbitration, or other proceeding shall be paid by the Association in advance of the final disposition of such action, lawsuit, arbitration or proceeding on behalf of the affected Director, Officer, employee, agent or committee member. Such Director, Officer, employee, agent or committee member shall not be required to repay such amount unless it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as provided in Article XVI (A), above.

C. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee, agent or committee member and shall inure to the benefit of the heirs and personal representatives of that person.

D. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, agent, or committee member of the Association, or is or was serving, at the request of the Association, as a Director, Officer, employee, agent or committee member of another corporation, partnership, joint venture,

trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

E. Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article XVI may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

These Second Amended and Restated Articles of Incorporation was duly and properly amended by the affirmative vote of a majority of the Board of Directors on November 17, 2021.

Signed and delivered in the presence of:

**WATERBRIDGE COMMUNITY
ASSOCIATION, INC.**

Nolan J. Abramson

Signature of Witness

Print Name: NOLAN J. ABRAMSON

By:

Art Freeman

Art Freeman, President

Rodney R. Dopico

Signature of Witness

Print Name: Rodney R. Dopico

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22nd day of February 2022, by Art Freeman as President of Waterbridge Community Association, Inc., a Florida Corporation, on behalf of the corporation. He is ☐ personally known to me or ☒ has produced (type of identification) Florida Drivers License as identification.

Rodney R. Dopico

Notary Public

Rodney R. Dopico

Printed Name



Rodney R. Dopico
State of Florida
My Commission Expires 12/09/2023
Commission No. GG 938256

My commission expires: 12/09/2023

**SECOND AMENDED AND RESTATED BY-LAWS OF
WATERBRIDGE COMMUNITY ASSOCIATION, INC.**

CONTENTS

<u>ARTICLE I - DEFINITIONS</u>	<u>2</u>
<u>ARTICLE II - LOCATION</u>	<u>2</u>
<u>ARTICLE III - MEMBERSHIP</u>	<u>2</u>
<u>ARTICLE IV - VOTING RIGHTS</u>	<u>3</u>
<u>ARTICLE V - PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY</u>	<u>3</u>
<u>ARTICLE VI - ASSOCIATION PURPOSE AND BOARD OF DIRECTORS' POWERS</u>	<u>4</u>
<u>ARTICLE VII - BOARD OF DIRECTORS</u>	<u>4</u>
<u>ARTICLE VIII - ELECTION OF DIRECTORS; NOMINATION COMMITTEE; ELECTION COMMITTEE.....</u>	<u>5</u>
<u>ARTICLE IX - POWERS AND DUTIES OF THE BOARD OF DIRECTORS.....</u>	<u>6</u>
<u>ARTICLE X - DIRECTORS' MEETING.....</u>	<u>7</u>
<u>ARTICLE XI - OFFICERS</u>	<u>8</u>
<u>ARTICLE XII - COMMITTEES.....</u>	<u>9</u>
<u>ARTICLE XIII - MEETINGS OF MEMBERS.....</u>	<u>10</u>
<u>ARTICLE XIV - PROXIES</u>	<u>11</u>
<u>ARTICLE XV - BOOKS AND PAPERS.....</u>	<u>12</u>
<u>ARTICLE XVI - CORPORATE SEAL</u>	<u>12</u>
<u>ARTICLE XVII - AMENDMENTS.....</u>	<u>12</u>

ARTICLE I

DEFINITIONS

Section 1. Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Amended and Restated Declaration, as the same may be amended from time to time, unless the context indicates otherwise.

Section 2. "Association" shall mean and refer to Waterbridge Community Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Florida.

Section 3. "The Property" shall mean and refer to the real property described as Waterbridge according to the Plat thereof as recorded in Plat Book 8, Pages 27 and 28, Public Records of Orange County, Florida, and shall include the buildings, structures, personal properties incident thereto, and any other properties owned and maintained by the Association for the common benefit and enjoyment of the Association's Members and legal residents who reside within legal dwelling units situated on The Property.

ARTICLE II

LOCATION

Section 1. The principal office of the Association shall be located at Winter Park, Florida unless otherwise designated by the Board of Directors.

ARTICLE III

MEMBERSHIP

Section 1. Every person or entity who is a record owner of a fee simple or undivided fee simple in any Lot which is subject to i) the Amended and Restated Declaration and ii) assessments pursuant to the Amended and Restated Declarations, shall be a Member of the Association, excluding any such person or entity who holds such interest merely as a security for the performance of an obligation.

Section 2. All Members are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Member and becomes a lien upon the Lot against which such assessments are made as provided in the Association's Amended and Restated Declaration.

Section 3. The voting rights of any Member whose interest in any Lot is subject to assessments under Article III, Section 2 may be suspended by action of the Directors for the nonpayment of any fee, fine or other monetary obligation due to the Association that is delinquent for more than 90 days. The Association also has the right to suspend a Member's and a Member's tenants, guests or invitees right to use the Recreational and Common Property for any period during which any assessment remains unpaid for more than 90 days as set forth in Section 720.305(3), Florida Statutes, as amended from time to time. Upon payment of such delinquent assessments and fines, if any, the Member's rights and privileges shall be automatically restored.

ARTICLE IV
VOTING RIGHTS

The Association has one class of voting membership. Members shall be entitled to one vote for each Lot owned. A voting interest allocated to a Member which has been suspended by the Association, pursuant to Article III, Section 3, herein, shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under Chapter 720, Florida Statutes, or pursuant to the Amended and Restated Declaration, these Second Amended and Restated By-Laws or Second Amended and Restated Articles of Incorporation, all as they may be amended from time to time.

ARTICLE V
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Property and Recreational Property and facilities incident thereto as provided by and subject to the conditions set forth in the Amended and Restated Declaration, the Second Amended and Restated Articles of Incorporation, these Second Amended and Restated By-Laws and the Rules and Regulations promulgated by the Board of Directors. If the Directors have adopted and published rules and regulations governing the use of the Common Property and Recreational Property and the facility incident thereto, and the personal conduct of any person thereon violates such rules and regulations, the Directors may, in their discretion, suspend, as often as may be necessary, the rights of any such person to use the Common Property and Recreational Property for violation of such rules and regulations for a period not to exceed thirty (30) days for each separate suspension. The Board shall follow the notice and procedural requirements for levying a suspension as outlined in Section 720.305(2)(b), Florida Statutes, as it may be amended from time to time.

Section 2. Any Member may delegate his/her rights of enjoyment in the Common Property and Recreational Property and the facilities incident thereto to the i) members of his/her family who reside within Living Units owned by the Member and ii) his/her tenants who reside therein under a lease for a term of one year or more. Such Member shall notify the Secretary in writing of the name of any such person(s) and the Member's relationship to such person(s). The rights and privileges of such person(s) are subject to suspension under Article III, Section 3 of these Second Amended and Restated By-Laws and Section 720.305, Florida Statutes to the same extent as those of the Member.

ARTICLE VI
ASSOCIATION PURPOSE AND BOARD OF DIRECTORS' POWERS

Section 1. The Association has been organized for the following purpose: To promote the health, safety and welfare of the residents within the boundaries of The Property and for this purpose the Board of Directors has the power to:

- (a) own, acquire, build, operate, repair, replace and maintain the Common Property and Recreational Property including buildings, structures, easements, water drainage systems, brick perimeter wall, and personal property incident thereto;
- (b) fix assessments (or charges) to be levied against each Lot of The Property;
- (c) enforce any and all covenants, restrictions and agreements applicable to The Property;
- (d) pay taxes, if any, on the Common Property and facilities and Recreational Property;
- (e) exercise all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein;
- (f) make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, assessments or special assessments, income or rights; and
- (g) insofar as permitted by law, to take any other action that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Property.

ARTICLE VII

BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be managed by a Board of Directors and shall consist of no less than three (3) nor more than nine (9) directors. Each Director shall be a Member of the Association. Beginning at the Annual Meeting of the Members in 2022, and at each Annual Meeting thereafter, the Members shall elect one-third (1/3) of the Directors for three (3) year terms. The Board of Directors shall have the discretion to change the size of the Board, by resolution, before the mailing of the notice of Annual Meeting and as long as the number of Directors remains an odd number.

Section 2. Vacancies in the Board of Directors shall be filled by the majority of the remaining Directors, even if the remaining Directors constitute less than a quorum, or by the sole remaining Director, and any such appointed Director shall hold office for the unexpired term of the seat being filled. Vacancies on the Board due to a recall by the Members shall be governed by the provisions of Section 720.303(10), Florida Statutes, as it may be amended from time to time.

ARTICLE VIII

ELECTION OF DIRECTORS; NOMINATION COMMITTEE; SELECTION COMMITTEE

Section 1. Nominations for election to the Board of Directors shall be made by the Nomination Committee, which committee shall be one of the Association's standing committees. In addition, ballot write-in nominations may be made by Members during any Members' meeting in which an election shall occur. Nominations from the floor shall not be permitted.

Section 2. The Nomination Committee shall consist of a chairman, who shall be a member of the Board of Directors, and at least two Members. The Nomination Committee shall be appointed by the Board of Directors no less than thirty (30) days prior to each annual Members meeting. The Board of Directors may not exercise any authority over the Nomination Committee or its nominations.

Section 3. The Nomination Committee shall make as many director candidate nominations for election to the Board of Directors as it shall determine, in its sole discretion, but not less than the number of vacancies that are to be filled during the election. All director candidates are nominated without assignment to any specific vacancy, Advance written notice of the names to be nominated by the Nomination Committee is not required.

Section 4. Election of the Board of Directors shall be by written, electronic, or digital ballot as hereinafter provided and subject to the requirements of Chapter 720, Florida Statutes, as it may be amended from time to time, and any rules and regulations adopted by the Board of Directors. At such election, the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Amended and Restated Declaration. Each director must be elected by a plurality of the votes cast by eligible voters.

Section 5. Each Member shall vote for one director candidate for each vacant director position. All ballots shall be distributed and tabulated by the Election Committee. The Secretary shall immediately announce to the Members the results of the election following the conclusion of the Election Committee vote tabulation process.

Section 6. A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association 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 of Directors, and his or her name shall not be listed on the ballot. A person serving as a board member 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 or her seat on the Board, creating a vacancy on the Board to be filled according to law. For purposes of this Section, the term “any fee, fine, or other monetary obligation” means any delinquency to the Association with respect to any Lot. A person who has been convicted of any felony in this state 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 this state, 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 person seeks election to the Board. The validity of any action by the Board is not affected if it is later determined that a person was ineligible to seek election to the Board or that a member of the Board is ineligible for Board membership.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have the following powers:

(a) To call special meetings of the Members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article XIII, Section 2 of these Second Amended and Restated By-Laws;

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Second Amended and Restated By-Laws shall be construed to prohibit the employment of any Member, Officer or Directors of the Association in any capacity whatsoever;

(c) To establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2 of these Second Amended and Restated By-Laws;

(d) To adopt and publish rules and regulations governing the use of the Lots, the Common Property, the Recreational Property and the facilities incident thereto and the personal conduct of the Members and their tenants and guests thereon;

(e) To exercise for the Association all powers, duties and authority vested in the Association's directors, except those reserved to the Members in the Amended and Restated Declaration, the Amended and Restated Articles of Incorporation, and these Second Amended and Restated By-Laws.

Section 2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such is requested in writing by one-fourth (1/4) of the voting membership, as provided in Article XIII, Section 2 of these Amended and Restated By-Laws;

(b) To supervise all officers, agents and employees of this Association in the execution and performance of their duties;

(c) As more fully provided in Article V of the Amended and Restated Declaration:

(1) To fix the amount of the annual assessment and special assessments, if any, against each Lot for each assessment period at least thirty (30) days in advance of the due date;

(2) To cause the preparation of a roster of the properties and assessments applicable thereto, and such roster shall be open to inspection by any Member;

(3) To approve the sending of written notice of each assessment to every owner subject thereto; and

(4) To exercise discretion in negotiating payment plans and/or granting relief from interest and late fees in connection with the late payment of assessments.

(d) To issue, or cause the treasurer to issue, upon demand by any person or entity an estoppel certificate setting forth whether any assessment has been paid, and to charge fees for the issuance of

estoppel certificates as authorized by Section 720.30851, Florida Statutes, as it may be amended from time to time. Such estoppel certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE X

DIRECTORS' MEETING

Section 1. The President may establish the day, date, and hour of holding each regular Board of Director's meeting, subject to the concurrence of the Board of Directors.

Section 2. Notice of such regular meetings must be posted in a conspicuous place in the community (*e.g.*, the community's vehicular entrances) at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency.

Section 3. Special meetings of the Board of Directors shall be held when called by a majority of directors after not less than three (3) days' notice to each director and notice shall be given to the Members as provided in Section 2 above.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the time corporate records and made part of the minutes of the meeting. Attendance of a director at a meeting shall also constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

Section 5. Regular and special meetings may be held in person, or conducted with audio and video technology employing telephones, cell phones, smart phones, computers, computing devices, video monitors, televisions and virtual reality devices where all participants have the ability to hear the proceedings of the meeting, subject to the rules and procedures adopted by the Board of Directors by resolution.

Section 6. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE XI

OFFICERS

Section 1. The officers shall be a president, a vice president, a secretary, and a treasurer. The president, vice president and the treasurer shall be members of the Board of Directors.

Section 2. The officers shall be chosen by majority vote of the directors at the first Board of Directors' meeting in each calendar year. The officers shall serve a term of one (1) year or until the next officer is appointed by the Board of Directors, unless he/she shall sooner resign or be removed from office or otherwise disqualified as determined by the Board of Directors or Florida Statutes.

Section 3. All officers shall hold office subject to the pleasure of the Board of Directors.

Section 4. The president shall: preside at all meetings of the Board of Directors; shall oversee the execution of all orders and resolutions of the Board of Directors; and sign all notes, leases, mortgages, deeds and all other written instruments, unless another Board Member or officer is designated to take such action by a majority of the Board of Directors.

Section 5. The vice president shall perform all the duties of the president in his/her absence.

Section 6. The secretary shall be ex officio the secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose; shall sign all certificates of membership; shall keep the records of the Association; and shall record in a book kept for that purpose the names of all Members of the Association together with their addresses as registered by such Members.

Section 7. 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, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of an annual budget adopted by the Board of Directors. The treasurer shall sign all checks and notes of the Association, provided that any checks for extraordinary items not otherwise included in the approved annual budget, and notes, shall also be signed by the president or the vice president. The treasurer shall keep proper books of accounting and shall prepare annual budget and a financial statement in accordance with the requirements of Chapter 720, Florida Statutes, as the same may be amended from time to time. The treasurer is authorized to sign estoppel certificates in connection with the ownership transfer of Lots after evaluating any assessments or other lawful amounts due by the Owner of the Lot.

ARTICLE XII

COMMITTEES

Section 1. The standing committees of the Association shall be:

- Nomination Committee
- Landscaping and Maintenance Committee
- Architectural Committee
- Fining Committee

The standing committees, with the exception of the Nomination Committee, shall be appointed by the Board of Directors at the first Board meeting after the annual meeting.

Section 2. The Nomination Committee shall have the duties and functions described in Article VIII herein.

Section 3. The Landscaping and Maintenance Committee shall advise the Board of Directors on matters pertaining to the maintenance, repair or improvement of the Common Property and Recreational Property and facilities of the Association. The Landscaping and Maintenance Committee shall have the duties and functions described in the Amended and Restated Declaration and shall perform such other duties and functions not otherwise described in the Amended and Restated Declaration as the Board of Directors, in its sole discretion, assigns to this committee. The chairperson of the Landscaping and Maintenance Committee shall make recommendations to the treasurer as to the hiring of contractors to perform landscaping and maintenance services based upon the annual budget and any other projects approved by the Board.

Section 4. The Architectural Committee shall have the duties and functions described in the Amended and Restated Declaration and shall perform such other duties and functions not otherwise described in the Amended and Restated Declaration as the Board of Directors, in its sole discretion, assigns to this Committee. Additionally, the meeting of the Architectural Committee must be open to all Members, except for meetings between the Committee and the Association's attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. The Committee meetings must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting.

Section 5. If established by the Board, the Fining Committee shall be composed of at least three Members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension levied by the Board, the proposed fine or suspension may not be imposed. The role of the Fining Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the proposed fine or suspension levied by the Board is approved by the Fining Committee, the fine payment is due five (5) days after notice of the approved fine is provided to the Lot owner and, if applicable, to any occupant, licensee, or invitee of the Lot Owner. The Association must provide written notice of such fine or suspension by mail or hand delivery to the Member Lot Owner and, if applicable, to any occupant, licensee, or invitee of the Member Lot Owner.

Section 6. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to the Board of Directors, other committees, director or officer of the Association as is further concerned with the matter presented.

Section 7. The Board of Directors may appoint from time to time such committees as the Board of Directors deems necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution or motion creating the committee. Where required by Florida Statutes, committee meetings shall be noticed and open to attendance by any Member.

ARTICLE XIII
MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held as soon as practical after the annual federal Thanksgiving holiday, at a date, time and location to be determined within the discretion of the Board of Directors. Additionally, the Board shall also have the authority to allow Members to vote and/or participate remotely in Member meetings pursuant to a Board resolution adopted at a duly noticed Board meeting as required by law.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President or by a majority of the directors of the Board, or upon written request of the Members who have a right to vote one-fourth of all of the votes of the entire membership.

Section 3. Notice of any Member meetings shall be given to the Members by the Secretary unless the President, Board of Directors, or Members requesting the meeting shall designate another person to do so. Notice may be given to the Member either personally, or by sending a copy of the notice through i) email, for Members who consent in writing to receive notice by electronic transmission ii) hand delivery notice, or iii) the federal postal mail system, postage thereon fully prepaid, to the Member's address appearing on the books of the corporation. Each Member shall register his/her address with the Secretary, and notices of meetings shall be mailed to him/her at such address. Notice of any regular or special meeting shall be called at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided, however that if the business of any meeting shall involve any action governed by the Second Amended and Restated Articles of Incorporation or by the Amended and Restated Declaration, which has a specific notice requirement, then notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of Members, in person or by proxy, entitled to cast thirty (30) percent of the votes of the entire membership shall constitute a quorum for any membership meetings,

Section 5. Waiver of notice of a meeting of the Members shall be deemed equivalent of proper notice. Any Member may, in writing, in person or by proxy, waive notice of any meeting of the Association, either before or after such meeting. Neither the affairs transacted nor the purpose of the meeting need be specified in the written waiver. Attendance at a meeting by a Member, either in person or by proxy, constitutes waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, unless the Member attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of affairs.

Section 6. A majority of the Members who are present at any annual or special Members meeting may adjourn the same to a different date, time, or place, even if a quorum does not exist. However, any such adjournment to different date, time, or place must be announced at that meeting before the adjournment is taken or notice must be given of the new date, time, or place pursuant to this Article XIII, Section 3, above. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled

to vote and are Members as of the new record date but were not Members as of the previous record date.

Section 7. The President, or the Vice-President in the President's absence, or such other director as designated by the Board, shall preside over all Members meetings of the Association, The Secretary shall ensure that minutes of the Members meeting are kept and that all resolutions adopted at the meeting, as well as all transactions occurring at the Members meeting, are recorded in a minute book.

ARTICLE XIV

PROXIES

Section 1. At all Members meetings, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be valid only for the particular meeting for which it was originally given, as the meeting may be lawfully adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

ARTICLE XV

BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall, at all times by request during reasonable business hours, be subject to the inspection of any Member as further set forth in Section 720.303(4) and (5), Florida Statutes, as amended from time to time. The inspection and copying of Association records shall also be subject to any written rules adopted by the Board of Directors governing the frequency, time, location, notice, records to be inspected, and manner of inspections.

ARTICLE XVI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Waterbridge Community Association, Inc.

ARTICLE XVII

AMENDMENTS

Section 1. These Second Amended and Restated By-Laws may be amended by a majority vote of the Board of Directors; provided that no amendment shall be effective to impair or dilute any rights of Members that are governed by the recorded Amended and Restated Declaration (as, for example, membership and voting rights) which are part of the property interests created thereby.

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

These Second Amended and Restated By-Laws were duly and properly amended by the affirmative vote of a majority of the Board of Directors.

Signed and delivered in the presence of:

Waterbridge Community Association, Inc

Norm Abramson

Signature of Witness

Norman Abramson

Rodny R. Dopico

Signature of Witness

Name: Rodny R. Dopico

By: *Arthur Freeman*

Arthur Freeman

President

Address: 1814 Jill Court

Winter Park, FL 32789

By: *Marsha Zabella*

Marsha Zabella

Secretary

Address: 1836 Jessica Ct.

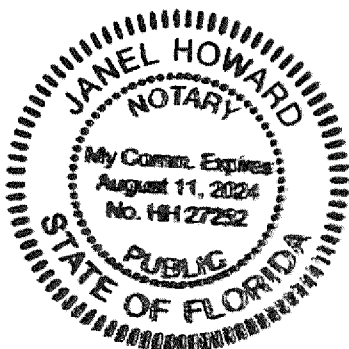
Winter Park, FL 32789

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 26 day of July 2022,
by Arthur Freeman and Marsha Zabella ____ who are personally know to me to be President
and Secretary, respectively of WATERBRIDGE COMMUNITY ASSOCIATION, INC or & have
produced Florida Driver License (type of identification) as identification.

They acknowledged executing this document in the presence of two subscribing witnesses
freely and voluntarily under authority duly vested in them by said corporation.

WITNESS my hand in the County and State last aforesaid on this 26 day of July 2022.




Janel Howard
Notary Public-State of Florida
Print Name: Janel Howard
Commission No. HH27252
My Commission Expires: 08/11/2024

This instrument prepared by and)
should be returned to:)

Elizabeth A. Lanham-Patrie)
150 N. Westmonte Dr.)
Altamonte Springs, FL 32714)
(407) 660-1040)

DOCH 20110294217 B: 10222 P: 7127
06/03/2011 03:52:27 PM Page 1 of 38
Rec Fee: \$324.50
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: TAYLOR & CARLS PA



AMENDED AND RESTATED

DECLARATION OF COVENANTS AND RESTRICTIONS

This proposed amendment is a substantial rewording of the Declaration of Covenants and Restrictions and its amendments. Please see the Declaration of Covenants and Restrictions recorded on March 30, 1979 and recorded at Official Records Book 2994, Page 1929 and its amendments recorded at Official Records Book 3003, Page 319, Official Records Book 3130, Page 1068, Official Records Book 3419, Page 2315, Official Records Book 4190, Page 4106, Official Records Book 4661, Page 4155, Official Records Book 6242, Page 4899 and the Notice of Preservation of Declaration of Covenants and Restrictions recorded at Official Records Book 9821, Page 4673 all of the Public Records of Orange County, Florida for present text.

WITNESSETH

WHEREAS, the Developer, W.C. Demetree and Jack C. Demetree, owned certain real property known as Waterbridge according to the Plat thereof as recorded in Plat Book 8, Pages 27 and 28, Public Records of Orange County, Florida; and

WHEREAS, the above described real property shall hereinafter be referred to as the "Property";
and

WHEREAS, the Developer desired to maintain a residential community of single family residences with certain open space areas and such other common facilities as designated on the Plat of the Property for the benefit of said community; and

WHEREAS, the Developer desired to provide for the preservation of the values and amenities in said community and for the maintenance of open space areas and other common facilities as specifically designated on the Plat of the Property and to this end, subjected 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 owner thereof; and

WHEREAS, the Developer deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the open space areas and other common facilities; administering and

enforcing the covenants and restrictions; collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer caused the Association referred to in Article I to be incorporated as a non-profit corporation under the laws of the State of Florida. A copy of the Amended and Restated Articles of Incorporation and Amended and Restated By-Laws of the Association are attached hereto as composite Exhibit "A".

WHEREAS, the original Declaration of Covenants and Restrictions ("original Declaration") was originally recorded at Official Records Book 2994, Page 1929 of the Public Records of Orange County, Florida; and

WHEREAS, the original Declaration has been amended pursuant to the amendments recorded at Official Records Book 3003, Page 319, Official Records Book 3130, Page 1068, Official Records Book 3419, Page 2315, Official Records Book 4190, Page 4106, Official Records Book 4661, Page 4155, Official Records Book 6242, Page 4899 all of the Public Records of Orange County, Florida; and

WHEREAS, the original Declaration and its amendments were preserved pursuant to the Notice of Preservation of Declaration of Covenants and Restrictions recorded at Official Records Book 9821, Page 4673 ; and

WHEREAS, pursuant to Article XI, Section 9 of the original Declaration, the original Declaration and its amendments can be amended by two-thirds (2/3) votes of the Board of Directors of the Association;

WHEREAS, 2/3 of the Board of Directors have determined that it is in the best interest of the Owners and the Association to restate and amend said original Declaration and its amendments for the purpose of preserving of The Property as an attractive, quality community; to eliminate possible ambiguity in the terms of the original Declaration and its amendments; and to clarify and amend the use restrictions and certain other provisions of the original Declaration and its amendments.

NOW THEREFORE, by the affirmative vote of at least 2/3 of the Board of Directors, the Board of Directors hereby restate and amend in its entirety the original Declaration and its amendments and declare that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, assessments, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

This Amended and Restated Declaration of Covenants and Restrictions ("Amended and Restated Declaration") specifically and completely supersedes and replaces the original Declaration and its amendments.

ARTICLE I

DEFINITIONS

SECTION 1. The following words when used in this Amended and Restated Declaration, as amended from time to time, (unless the context shall prohibit) shall have the following meanings:

- a. "Association" shall mean and refer to Waterbridge Community Association, Inc., a Florida corporation not for profit.
- b. "Property" shall mean and refer to the Plat of Waterbridge as recorded in Plat Book 8, Pages 27 and 28, Public Records of Orange County, Florida.
- c. "Recreational Property" shall mean Tract A, Plat of Waterbridge. Plat Book 8, Pages 27 and 28, Public Records of Orange County, Florida, developed for recreational purposes.
- d. "Common Property or Properties" shall mean and refer to the Recreational Property and to those areas of land of open space designated as Tracts B through G, inclusive, on the Plat of Waterbridge, Plat Book 8, Pages 27 and 28, Public Records of Orange County, Florida, and set aside for use as green belt and recreation areas or parks or common area.
- e. "Dedicated Open Space" shall mean and refer to Tract "H" as designated on the Plat of Waterbridge, Plat Book 8, Pages 27 and 28, Public Records of Orange County, Florida, and dedicated by and conveyed by the Developer to the City of Winter Park, Florida, for public purposes subject to the rights of an owner of a Lot.
- f. "Lot" shall mean and refer to any plot of land shown upon the Plat of Waterbridge, Plat Book 8, Pages 27 and 28, Public Records of Orange County, Florida with the exception of the Recreational Property, Common Property and dedicated open space as heretofore defined.
- g. "Living Unit" shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single family.
- h. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is situated upon the Property; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- i. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, SECTION 1 hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS AMENDED AND RESTATED DECLARATION:

SECTION 1. The Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to wit:

“Waterbridge,” according to the Plat thereof as recorded in Plat Book, 8, Pages 27 and 28, Public Records of Orange County, Florida.”

SECTION 2. Mergers. Upon a merger or consolidation of the association with another association as provided in its Amended and Restated 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 Amended and Restated Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Amended and Restated Declaration within the Property except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS OF THE ASSOCIATION

SECTION 1. Membership. Every person or entity who is a record owner of a fee simple interest or undivided fee simple interest in any Lot shall be a Member of the Association; provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from titleholder of any Lot.

SECTION 2. Voting Rights. The Association shall have one class of voting membership: a member shall be every person or entity who is the record owner of a fee simple interest or undivided fee simple interest in any Lot shall be entitled to one vote for each Lot; but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTY.

SECTION 1. Members' Easements of Enjoyment, Recreational Property and Parks. Subject to the provisions of Section 3 hereof, every Member shall have a right and easement of enjoyment in and to the Recreational Property, Common Property and dedicated open space and such easement shall be appurtenant to and shall pass with the title to every Lot.

SECTION 2. Title to Recreational and Common Property. The Association retains the legal title to the Recreational Property and the Common Property.

SECTION 3. Extent of Members' Easement. The easement and right of enjoyment created hereby shall be subject to the following:

- a. The right of the Association to take such steps as are reasonably necessary to protect the Recreational and Common Property against foreclosures;
- b. The right of the Association to suspend the right of a Member or a Member's tenants, guests or invitees or both to use the Recreational and Common Property for any period during which any assessment remains unpaid, as set forth in Section 720.305(2), Florida Statutes, as amended from time to time, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- c. The right of the Association to promulgate, publish and enforce rules and regulations governing the use of the Recreational Property and the Common Property;
- d. The right of the Association to charge reasonable admission and other fees for the use of the Recreational and Common Property;
- e. The right of the Association to transfer all or any part of its interest in the Recreational Property and Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions hereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such dedication, transfer, purpose of condition, and unless written notice of the proposed agreement and action hereunder is sent to every Member of least ninety (90) days in advance of any action taken; and
- f. The right of the City of Winter Park, Florida, as owner of the dedicated open space, to govern the use of the dedicated open space and to adopt rules, regulations and ordinances controlling the use of said open space.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall, upon the date of acceptance of the deed, be deemed to covenant and agree to pay to the Association (1) annual assessment 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 costs of collection thereof as hereinafter provided, shall be a charge on the Lot and shall be continuing lien thereon against which each such assessment, together with such interest thereon and the cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. A first mortgagee, who acquires title to a parcel by foreclosure or by a deed in lieu of foreclosure, shall be responsible for the unpaid assessments that became due before the mortgagee's acquisition of title as set forth in Section 720.3085(2)(c), Florida Statutes, as amended from time to time.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Association and promoting the recreation, health, safety and welfare of the residents in the Property, including, but not limited to: (a) payment of the operating costs of the Association; (b) payment of taxes and insurance on property designated as common or recreation; (c) lighting and maintenance of common, recreation and easement areas; (d) maintenance and repair of streets, roads; and right of ways shown on the plat of the Property which have not been accepted for maintenance by Winter Park, Florida; (e) maintenance of the perimeter wall; (f) cleaning sidewalks of the Common Property; and (g) maintenance of the area lying between the perimeter wall abutting the east and south boundary line of the Property, excluding Tract "H," and running along and adjacent to Lakemont Avenue and Glenridge Way and the easterly edge of the paved part of the right-of-way of Lakemont Avenue and the northerly edge of the paved part of the right-of-way of Glenridge Way.

SECTION 3. Annual Assessments. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Recreational Property and Common Property,

including the necessary fixtures and personal property related thereto, provided that such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 5. Quorum for Any Action Authorized under Section 4. The Quorum required for any action authorized by Section 4 shall be as follows:

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

SECTION 6. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence on that date fixed by the Board of Directors of the Association to be the date of commencement.

SECTION 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at least thirty (30) days in advance of the date the annual assessment shall be due and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner subject to the limitations set forth in Section 720.303(5), Florida Statutes, as amended from time to time.

Written notice of the assessment shall be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid and shall have the right to charge for the same. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 8. 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 within 30 days after the date when due, then such assessment shall become delinquent and shall, together with interest thereon at the rate of eighteen percent (18%) per annum and cost of collection, which includes court costs and attorneys' fees, thereupon become a continuing lien on the property, which shall relate back to the filing of the Original Declaration, and which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligations of the then owner to pay such assessment shall also remain his/her personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the date when due, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment, interest and the costs of collection, including court costs and reasonable attorneys' fees. Additionally, an administrative late fee shall be assessed.

Information regarding current, or past assessments, may be had by contacting the association as follows:

Waterbridge Community Association, Inc.

Post Office Box 1586

Winter Park, Florida 32790

SECTION 9. Exempt Property. The following property subject to this Amended and Restated Declaration shall be exempted from the annual assessments, charge and lien created herein:

- a. All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- b. All Recreational and Common Property as defined in Article I;
- c. The Dedicated Open Space as defined in Article I; and
- d. All properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE AND REQUIREMENTS OF CONSTRUCTION

SECTION 1. Review by Committees. No landscaping, grading, removal of trees, clearing, building, fence, driveway, patio, paved area, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change, including painting, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, square footage, location and landscaping of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee (the "Committee"); and to the extent required by the Committee, all structures shall reasonably blend with the natural surroundings. In the event the Committee fails to approve or disapprove such design and location within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or

change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Two (2) copies of all plans and exterior elevations, as applicable, shall be furnished to the Committee.

SECTION 2. Composition of the Committee. The Committee shall consist of five (5) members, who are appointed by the Board of Directors and shall serve at the pleasure of the Board.

SECTION 3. Quorum and Voting. A quorum of the Committee shall be three (3) members present at any duly called meeting of the Committee and no decision of the Committee shall be binding unless a quorum is present at the meeting wherein a decision is reached and such decision is made by a majority vote of the members of the Committee who are present to vote.

SECTION 4. Duties. The Committee shall have the following duties and powers:

- a. To promulgate from time to time residential planning criteria for the Property; provided, however, any planning criteria shall be set forth in writing and made known to all owners and prospective owners of Lots. Any residential planning criteria promulgated by the Committee shall be subject to final approval by the Association and residential planning criteria shall include any and all matters considered appropriate by the Committee not inconsistent with the provisions of this Amended and Restated Declaration.
- b. To grant or withhold the approval provided for in Section 1 consistent with the criteria set forth in this Article and Article VII through Article XI.
- c. To require submission to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.
- d. At the direction of the Board of Directors of the Association, to enforce the provisions of this Article and Article VII through Article IX and in the event an owner of a Lot shall fail to comply with the requirements of this Article or Article VII through Article IX, the Association or the Committee, at the direction of the Board of Directors of the Association, shall have the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the aforesaid Articles and charge the cost thereof to the owner of the Lot. And, should it be necessary to enforce the provisions of said Articles by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings shall be collectible from the owner of the Lot. In the enforcement of the provisions of this Article or Article VII through Article IX, neither the Committee, the Association, nor the Board of Directors of the Association shall be liable to the owner of a Lot for any damages or injury to property or person, unless caused by

negligent action of the Committee, the Association, or the Board of Directors of the Association.

SECTION 5. Completion of Construction and Use. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, exception where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities; and all houses and other houses and other structures on the Property shall be used for residential purposes exclusively; and all construction of a residence shall commence on or before twelve (12) months after the purchase of the real property upon which it is to be constructed or shall commence on or before such longer period of time as the Association, in its sole discretion, in writing may direct and afford to an Owner or Owners of a Lot or Lots.

ARTICLE VII

GENERAL RESTRICTIONS

SECTION 1. Condition of Building and Grounds. It shall be the responsibility of each Owner of a Lot to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such Lot which shall tend to substantially decrease the beauty of the community as a whole or the specific area; and in the event the Owner of a Lot shall fail to discharge the aforementioned responsibility, then, in such event, the Association shall have the right, but shall not be obligated, to discharge such responsibility on behalf of the said Owner and the cost of the same shall be assessed against the Lot and shall be added to and become a part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof, and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V.

SECTION 2. Offensive Activity. No noxious or offensive activity shall be carried on upon a Lot and Living Unit nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and, further, no cows, cattle, goats, hogs, poultry or other like animals or fowl shall be kept or raised on any Lot or in any Living Units; provided, however, that nothing, herein shall prevent the keeping or raising of a domestic pet and the words domestic pets shall mean and shall only mean a dog or cat. All domestic pets shall be kept on a leash or kept within an enclosed area.

SECTION 3. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right to enter upon any Lot, such entry to be made by personnel with suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Association. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon such Lot to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph 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.

In the event the Association exercises its rights under this Section, the cost of the Implementation of the aforementioned mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth, and the cost of any and all trash removal shall be assessed against the Lot and shall be added to and become a part of the annual maintenance assessment or charge to which such Lot is subject, under Article V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V.

SECTION 4. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five square feet advertising the property for sale or rent, unless approved by the Committee.

SECTION 5. Parking. Each Lot shall have space for parking two automobiles off the street in accordance with standards established by the Association. No repairs, alterations or modification shall be made to any vehicle except in a totally enclosed structure. Habitual parking on the paved streets, sidewalks and the grass plot between the street and the sidewalk is not permitted.

SECTION 6. Garbage Disposal. Each Lot shall have receptacles for garbage, not generally visible from a road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Association.

SECTION 7. Trailers. No house or travel trailers, camper, boat trailer, boats, tent, barn, or other similar outbuilding or structure shall be placed on a Lot at any time, either temporarily or permanently, unless completely hidden from public view by means of a fence or enclosure approved by the Committee.

SECTION 8. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, within the screened area required in Section 10 herein, or buried underground.

SECTION 9. Trees. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Association.

SECTION 10. Temporary Structures. The property shall be used strictly for residential homes and home sites and no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other like outbuilding shall be placed or used upon the Property at any time as a residence, temporarily or permanently, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not at any time, be used as residences or permitted to remain as the said property after completion of construction.

SECTION 11. Clothes Lines, Antennas, Satellite Dishes and Other Electronic Devices. All clothes lines, antennas, satellite dishes and other electronic devices shall be placed at the rear of and within the area encompassed by a rearward extension off the sidewalls of the said dwelling in such a manner as not to be visible from the street on which the dwelling is located as per its legal address. The size of the devices described above must not have a diameter or diagonal dimension greater than 39 inches (1 meter). The Committee must approve any exception to the above.

SECTION 12. Dwelling Location Quantity and Size. Each Living Unit shall be located on Lot having a land area and a minimum width and yards as set forth in the Planning Criteria. Any Living Unit constructed on Lot 1 through Lot 66, inclusive, Waterbridge, Plat Book 8, Pages 27 and 28, Public Records of Orange County, Florida shall have a minimum of 2,000 square feet of living area. Any Living Unit constructed on Lot 67 through Lot 112, inclusive, of Waterbridge shall have a minimum of 1,400 square feet of living area. Any Living Unit constructed on Lot 113 through Lot 154 of Waterbridge shall have a minimum of 1,200 square feet of living area.

SECTION 13. Driveways and Garages. There shall be no driveway access directly to Glenridge Way and Lakemont Avenue. All Living Units shall have "Two-Car Garages" unless otherwise approved by the Committee and all garages shall be equipped with automatic doors.

SECTION 14. Sidewalks. Sidewalks shall be installed by the Owner of a Lot and shall be: (i) at least four feet in width and on each side of minor and collector streets; (ii) constructed of concrete with a minimum thickness of four inches; and (iii) installed on or before one hundred twenty (120) days from the date of substantial completion of the construction and installation of the streets and water and sewer system for the Property. The City of Winter Park is responsible for maintaining all sidewalks. The Owners of a Lot are responsible for cleaning the sidewalks located on their Lot. The Association will clean the sidewalks on the common property.

SECTION 15. Fencing and Screening. No chain link shall be allowed, and the composition, location and height of any other fence or wall to be constructed on any Lot shall be subject to the approval of the Committee.

SECTION 16. Landscaping. All landscaping visible from the front of the Lot must be approved by the Committee.

SECTION 17. Exterior Walls. Subsequent to the completion of construction of the perimeter wall abutting the east and south boundary line of the Property, excluding Tract "H," and running along and adjacent to Lakemont Avenue and Glenridge Way, respectively, no owner of a Lot shall either demolish or alter any part of said walls in any manner whatsoever.

SECTION 18. Leasing. Owners who lease their property will lease their property for no less than one year. Only the whole house may be rented, no room within a Living Unit or any portion of a Living Unit may be rented. Lots shall only be used as single family residences. The term "single family" means one or more persons occupying a single Living Unit, provided that unless all members of the family are related by blood, marriage or adoption, no such single family shall contain over two unrelated adults. Any exceptions must be approved by the Association. Owners who lease their property are responsible to notify the President or Secretary of the HOA in writing of the names of the tenants and start and end dates of the lease. Owners will insure the tenants understand or have access to the Waterbridge Covenants and Restrictions. It is suggested that the Owner include in the lease the requirement to abide by the Covenants and Restrictions.

SECTION 19. Rules and Regulations. The Board of Directors shall have the power and right to promulgate and amend Rules and Regulations concerning the use of the Lots, so long as such Rules and Regulations do not conflict with the provisions contained herein or in the Amended and Restated Articles of Incorporation or the Amended and Restated By-Laws.

ARTICLE VIII

SPECIAL RESTRICTIONS AFFECTING RECREATIONAL PROPERTY AND COMMON PROPERTY OR PROPERTIES

SECTION 1. General Intent. It shall be the intent and purpose of these restrictions and covenants to maintain and enhance the Recreational Property and the Common Property.

SECTION 2. Rights of Members. To insure that land designated as Recreational Property and Common Property will remain undeveloped and natural, except to the extent of structures constructed on the Recreational Property by the Association, no Owner of a Lot shall fence any portion of the Recreational Property or common property or place a hedge thereon or cause the same to become obstructed in any manner whatsoever; provided however, either the Owner of a Lot, or the Association, upon the approval of the Committee, shall have the right to either fence or hedge the Recreational Property or Common Property for reasons of health, safety, welfare and in order to beautify said properties.

SECTION 3. Buildings. It is expressly understood and agreed that no building, tent, trailer, or other structure, either temporary or permanent, except as may be approved by the Association, shall be erected or caused to be placed on the Recreational Property or Common Property.

SECTION 4. Trash. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon the Recreational Property or Common Property except in a trash receptacle.

SECTION 5. Use of Recreational Property and Common Property. Use of the Recreational Property and Common Property shall be restricted to the Owner of the fee simple or undivided fee simple title to a Lot and guests accompanied by the Owner and an Owner's tenant. Activities upon the Recreational Property and Common Property or Properties which are loud and would be objectionable to property owners will be strictly prohibited. The Association shall have the authority to set rules and regulations for the use of the Recreational Property and Common Property.

ARTICLE IX

SPECIAL RESTRICTIONS AFFECTING WATER FRONT LOTS AND LOTS ABUTTING CANALS

SECTION 1. Water Facilities, Canals and Waterways. On all water front Lots; the owner thereof shall not build any main residential structure within fifty (50) feet from the mean high water line. Boat houses, docks or structures constructed out into the water shall be located at the center of the Lot and shall be subject to approval by the Committee.

SECTION 2. Fills. No Lot shall be increased in size by filling in the waters on which it abuts. The elevation of a Lot will not be changed so as to materially affect the surface grade of the surrounding Lots. No filling in front of any Lot or construction of any sea wall shall be permitted without approval from the Committee.

SECTION 3. Waste. No sewage outflow facilities on the Lot shall be placed or emptied in or upon the shore line waters of any lake or waterway.

ARTICLE X

TOWNHOUSE

SECTION 1. Party Walls. The attached Living Units (Townhouses) were constructed on the following adjacent Lots on the Property: Lot 113 through Lot 154, inclusive, Waterbridge, according to the plat thereof as recorded in Plat 8, Pages 27 and 28, Public Records of Orange County, Florida. Further, the exigencies of construction required that attached Living Units be constructed on the following adjacent Lots on the Property: Lot 67 through Lot 112, inclusive of Waterbridge.

Each wall which is built as a part of the original construction of such attached Townhouses or Living Units and placed on the dividing line between said adjacent Lots shall constitute a party wall, and, to the extent not inconsistent with other provisions of this Amended and Restated Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. Costs. The cost of reasonable repair and maintenance of party wall shall be shared equally by the owners who make use of the wall in proportion to such use. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it without the consent of the owner of the adjacent Lot and if the owner of the adjacent Lot thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision of these restrictions, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 3. Contributions. The right of any owner to contribution from any other owner under Section 1 or 2 of this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

ARTICLE XI

GENERAL PROVISIONS

SECTION 1. Duration. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Amended and Restated Declaration, their representatives, legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Amended and Restated Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

SECTION 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Amended and Restated Declaration shall be deemed to have been properly sent when

mailed, postpaid, to the last known address of the person who appears as the Member or Owner on the records of the Association at the time of such mailing.

SECTION 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity filed in Orange County, Florida against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction here in contained shall in no event be deemed a waiver of the right to do so thereafter. The Association may impose fines upon Owners, tenants and guest, who violate the terms of the Covenants subject to the procedures of Section 720.305, Florida Statutes, as amended from time to time. The Association shall have the right to promulgate Rules and Regulations regarding the implementation of the due process procedures and shall follow the requirements and procedures set forth in the Florida Statutes. Should the Association or any Owner be required to enforce or defend the provisions of this Amended and Restated Declaration, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved (including the attorneys' fees and costs incurred on appeal of such judicial proceedings, in bankruptcy or in any other actions relating to creditor's rights), shall be collectible from the party against whom enforcement is sought. In any proceedings by the Association against an Owner, collection of such attorneys' fees may be enforced by any method in this Amended and Restated Declaration providing for the collection of an assessment including, but not limited to, a foreclosure proceeding against the Owner's Lot.

SECTION 4. Easement for Maintenance. Lot 67 through Lot 112, Waterbridge, according to the plat thereof as recorded in Plat Book 8, Pages 27 and 28, Public Records of Orange County, Florida are to be developed as "Zero Lot Line" Lots, which means, in part, that certain of the Living Units constructed on said Lots shall not be located in the middle of the Lot upon which the Living Unit is constructed but such Living Unit shall be so positioned that one or more of the exterior walls of the Living Unit shall abut, or lie in close proximity to, a side or rear lot line of such Lot. In those instances where a Living Unit is located on a Lot (hereinafter called the "Dominant Lot") such that an exterior wall of the Living Unit abuts or lies within four (4) feet of the side or rear lot line of the Dominant Lot (hereinafter called the "Zero Lot Line"), the owner of the Dominant Lot shall have, and is hereby granted, an easement of ingress and egress over and across a five (5) foot wide area of the Lot or Lots which abut the Zero Lot Line, which easement shall run along the Zero Lot Line for the length of said Zero Lot Line and extend by five (5) feet into the Lot or Lots abutting the zero Lot Line. The easement herein granted and dedicated shall be for the sole purposes of maintaining and making repairs to the exterior wall which abuts or lies within close proximity to the Zero Lot Line and for allowing projections and overhangs from the Living Unit constructed on the Dominant Lot to project into the airspace of the Subservient Lot to the

extent of the five (5) foot easement created by this Section 5. This Section 4 is not intended and shall not be interpreted to allow the owner of the Dominant Lot to build permanent structures on the subservient Lot, nor to allow the owner of the Dominant Lot to fence the easement created in this Section 4.

SECTION 5. Severability. Invalidation of anyone of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 6. Subdivision of Lots. No Lot shall be subdivided, or boundaries changed except with the written consent of the Association.

SECTION 7. Failure to Maintain. In the event the Association fails to maintain the Recreational Property and the Common Property in accordance with the provisions of this Amended and Restated Declaration and the Amended and Restated Articles of Incorporation and Amended and Restated By-laws of the Association subsequent to the transfer of the Recreational Property and the Common Property to the Association then, in such an event, the title to said Recreational Property and Common property shall revert to the City of Winter Park pursuant to Section 31-10(4)(1) of the Zoning Regulations of the City of Winter Park, Florida.

SECTION 8. Amendments. This Amended and Restated Declaration may be amended by a two-thirds (2/3) vote of the Board of Directors of the Association and any such amendments shall thereafter be recorded in the Public Records of Orange County, Florida, and shall thereupon become a part of this Amended and Restated Declaration as though the same were first set out herein.

This Amended and Restated Declaration was duly and properly amended by the affirmative vote of 2/3 of the Board of Directors.

Signed and delivered in the presence of

Margaret Roth
Signature of Witness
Print Name: Margaret Roth
Tonya Westwood
Signature of Witness
Print Name: Tonya Westwood
Margaret Roth
Signature of Witness
Print Name: Margaret Roth
Tonya Westwood
Signature of Witness
Print Name: Tonya Westwood

WATERBRIDGE COMMUNITY
ASSOCIATION, INC.

By: [Signature]
Print Name: Carlos Gimeez
President

Address: 1889 Jessica Ct.
Winter Park, FL 32789

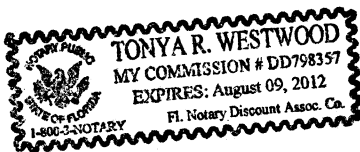
By: Shirley Blanton
Print Name: Shirley Blanton
Secretary

Address: 1896 Jessica Ct.
Winter Park, FL 32789

STATE OF FLORIDA
COUNTY OF ~~ORANGE~~ SEMINOLE

THE FOREGOING INSTRUMENT was acknowledged before me this 3rd day of May, 2011, by Shirley Blanton and Carlos Gimenez who ☐ are personally known to me to be the President and Secretary, respectively, of WATERBRIDGE COMMUNITY ASSOCIATION, INC., or ☒ have produced drivers license (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation.

WITNESS my hand in the County and State last aforesaid on this 3rd day of May, 2011.



Tonya R Westwood
Notary Public-State of Florida
Print Name: Tonya R Westwood
Commission No.: DD798357
My Commission Expires: 8/09/12