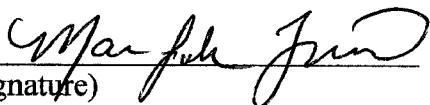


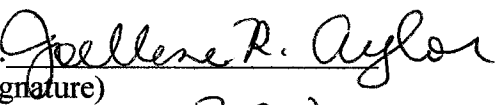
This instrument is prepared by and return to:
Marlene Brito, Esq.
PeytonBolin, PL
3343 West Commercial Boulevard, Suite 100
Fort Lauderdale, Florida 33309
Telephone: (954) 316-1339

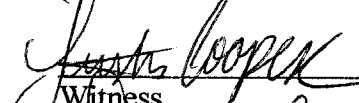
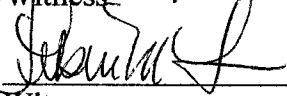
**CERTIFICATE OF AMENDED AND RESTATED NOTICE OF RESTRICTIONS ON
REAL ESTATE FOR LAKE CONWAY WOODS ASSOCIATION, INC.**

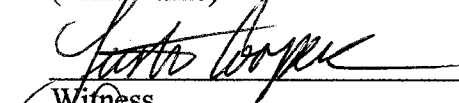

Lake Conway Woods Association, Inc., a not-for-profit Florida corporation (“Association”), organized pursuant to Chapter 720, Florida Statutes, for the purpose of managing and operating the real property referenced in the Notice of Restrictions on Real Estate for Lake Conway Woods Association, Inc., as recorded in Official Records Book 2308, Page 919, of the Public Records of Orange County, Florida, as amended from time to time (“Declaration”), hereby certifies that on 13th day of December, 2017, at a duly called and properly noticed meeting of members of the Association at which a quorum was present, the members approved and adopted, in accordance with Chapter 720, Florida Statutes, and applicable law, that certain amendment to the aforesaid Declaration, a copy of which is attached hereto and made hereof as Exhibit “A”.

Signed, Sealed, and Delivered
in the presence of:

By: 
(Signature)
Marc John Zurich, President
(Print Name)

By: 
(Signature)
Joellene R. Aylor, Secretary
(Print Name)


Witness

Witness


Witness

Witness

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 27th day of January, 2018, by Max J. Zucich as President of Lake Conway Woods Association, Inc. a Florida not-for-profit corporation. This individual is personally known to me or has produced FL Driver Lic as identification.



Susan Hogan
NOTARY PUBLIC
State of Florida
My Commission Expires: May 1, 2020

The foregoing instrument was acknowledged before me this 27th day of January, 2018, by Toellene K. Bylor as Secretary of the Lake Conway Woods Association, Inc, a Florida not-for-profit corporation. This individual is personally known to me or has produced FL Driver Lic as identification.



Susan Hogan
NOTARY PUBLIC
State of Florida
My Commission Expires: May 1, 2020

Exhibit A

**AMENDED AND RESTATED NOTICE OF RESTRICTIONS ON REAL ESTATE FOR
LAKE CONWAY WOODS ASSOCIATION, INC.**

Lake Conway Woods Association, Inc. ("Association"), a Florida not-for-profit Corporation, is the fee title owner of the following: the bike path to Conway Rd, consisting of 4116 Summerwood Ave., (Parcel 17-23-30-4391-20-000) and 4746 Conway Rd., (Parcel 17-23-30-4393-01-000), and the Lake Lot, 4424 Tidewater Dr., (Parcel 17-23-30-4391-20-930), according to the Plat thereof as recorded in Plat Book 4, pages 41, 42 and 43, Public Records of Orange County, Florida.

All Lots in Lake Conway Woods Association, Inc., according to Plat Book 4, pages 41, 42, and 43, in the public records of Orange County (collectively the "Property"), are subject to the following restrictions, reservations and conditions, and upon each and every subsequent Lot Owner who shall hereafter become the owners of said property, or any portion thereof, their heirs, successors and assigns, to wit:

(A) Definitions

1. "Architectural Guidelines" shall mean and refer to the Architectural Guidelines, and as may be amended from time to time.
2. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Lake Conway Woods Association, Inc., as filed with the Secretary of State for the State of Florida, and as may be amended from time to time.
3. "Assessment" shall mean and refer to a sum or sums of money payable to the Association by the Owners of one or more Lots as authorized in the governing documents, which if not paid by the Owner can result in a lien against the Lot.
4. "Association" shall mean and refer to Lake Conway Woods Association, Inc., a Florida not-for-profit corporation, its successors and assigns.
5. "Board of Directors" or "Board" shall mean and refer to the Association's Board of Directors.
6. "Bylaws" shall mean and refer to the Bylaws of the Association, including any and all amendments or modifications to those Bylaws.
7. "Common Area" shall be an inclusive term referring to all real property dedicated to, owned by, or held by the Association.
8. "Lot" shall mean and refer to a portion of the Property, whether developed or undeveloped, intended for development use or occupancy, and all portions of the Lot owned, as well as any structure or other improvements thereon.
9. "Lot Owner" shall mean and refer to the record titleholder, whether one (1) or more persons or entities, of the fee simple title to any Lot situated within or upon the Properties.
10. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein and in the Association's Bylaws.
11. "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.
12. "Restrictions" shall mean and refer to the Amended and Restated Notice of Restrictions on Real Estate for Lake Conway Woods Association, Inc., and as may be amended from time to time.
13. "Rules and Regulations" shall mean the rules and regulations adopted by the Board, as the same may be amended from time to time.
14. "Single family" dwelling or residence and the use of "family" therein shall be as defined in the Orange County Code of Ordinances Chapter 38, Zoning.

(B) Assessments

1. All Lot Owners shall be required to maintain membership in the Association and shall be responsible for any Assessments promulgated by the Association.
 - a. Each Owner of any Lot by acceptance of deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay Annual Assessments and Special Assessments. A Lot Owner is jointly and severally liable with the previous Lot Owner for all unpaid assessments the time of transfer of title. The Annual and Special Assessments, collectively "Assessments," together with interest, administrative late fees, costs of collection, and reasonable attorney's fees, are secured by a continuing lien upon the Lot against which each Assessment is made, and shall be a personal obligation of the Lot Owner, and the Lot Owner's successors, assignees, and heirs of said Lot.
 - i. Annual Assessment. The Annual Assessment shall be used to promote the regulation, health, safety, and welfare of the residents within the Association, including the operation, management, maintenance, repair, servicing, security, renewal, replacement and improvements (if any) of the Common Areas. The Annual Assessment shall be fixed by the Board of Directors and in accordance with the approved budget.
 - ii. Special Assessments. In addition to the Annual Assessment, the Association may levy Special Assessments for additional expenses or necessary repairs that may arise in order to maintain the operations of the Association. Special Assessments for expenses and repairs of the Common Areas will be an expense of all Lot Owners shared on a pro rata basis. Any Special Assessment levied for an individual Lot shall be an expense for the specified Lot. Special Assessments shall be approved by the majority vote of the Board of Directors at a duly noticed meeting and in accordance with the provisions of Chapter 720, Florida Statutes.
 - b. Effect of Nonpayment of Assessments. Any Assessments not paid within ten (10) days of the date when it is due shall bear a late fee in the amount of twenty-five dollars (\$25.00) or five percent (5%) of the of the amount of each installment that is paid past the date due, whichever is greater, and shall bear interest at the maximum rate allowed by Florida Statutes as amended from time to time. The Association may bring an action in its name to foreclose its lien for Assessments in the same manner in which a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving its right to foreclose any claim of lien. The Association shall be entitled to recover its reasonable attorney's fees incurred in an action to foreclose a lien or an action to recover a money judgment for unpaid Assessments.
 - c. The liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that accrued before the first mortgagee's acquisition of title, shall be the lesser of:
 - i. The Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

- ii. One percent of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Lot owner and initially joined the Association as a defendant in the mortgage foreclosure action. This limitation of a first mortgagee's liability is derived from Chapter 720, Florida Statutes and shall only be in force and effect for so long as required by said statute.

(C) Architectural Review

Lot Owners shall at all times comply with the Architectural Guidelines as promulgated from time to time by the Board. The Association's Board of Directors shall appoint an Architectural Committee to approve all new buildings, structures, driveways or walkways, or any modification to current buildings, structures, driveways or walkways on a Lot. Guidelines used by the Architectural Review Committee ("ARC") shall be approved by the Board and published annually on the designated Association website (collectively "Architectural Guidelines"). In addition to any other restrictions, the following restrictions shall be in force and effect as to each Lot:

1. Architectural Review Process

- a. Any request by a Lot Owner for approval by the ARC to make any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the ARC may deem reasonably necessary in connection with its determination as to whether or not it will approve same.
 - b. Approval of any request shall not be unreasonably withheld, and shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable development of any Lot. The ARC shall notify the Lot Owner of its approval or disapproval by written notice within thirty (30) days after receiving the written request for consent and all required documents as may be requested by the ARC.
 - c. In the event the ARC fails to approve or disapprove any request within thirty (30) days, the request shall be deemed approved and upon Lot Owner's request the ARC shall give written notice of such approval. Upon approval, the Lot Owner may proceed to make the alteration, addition, improvement, or change but only in strict conformance with the plans and specifications approved by the ARC, and subject to any conditions of the ARC approval.
 - d. A denial or disapproval by the ARC may be appealed by providing written notice of appeal to the Board of Directors. Such notice of appeal must be received by the Board of Directors within 60 days of the ARC's decision. Upon receipt of notice of appeal, the Board of Directors will place the item on the agenda at the next regularly scheduled Board meeting or a meeting agreed upon by both parties to be held no later than ninety (90) days of the receiving the notice of appeal. Upon a majority vote of the Board members in attendance at the meeting at which a quorum has been obtained, the denial or disapproval shall either be affirmed or overturned. If the denial or disapproval is not appealed within sixty (60) days of the date of the decision, the decision is final.
2. The Association shall not be liable to any Lot Owner in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ARC shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the

Association or are in fact architecturally or aesthetically required, and the Association shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans or specifications.

3. If any alteration, addition, improvement, or change is made without first obtaining the approval of the ARC, or is not made in strict conformance with any approval granted by the ARC, the Association shall have the right to injunctive relief to require the Lot Owner to stop, remove and/or alter any alteration, addition, improvement, or change in a manner which complies with the requirements of the Association, or the Association may pursue any other remedy available to it. The foregoing shall be in addition to any other remedy set forth herein for the violations of the Restrictions, or as allowed by Chapter 720, Florida Statutes.
4. No residential structure shall be erected or placed on any building Lot which, as herein defined, has an area of less than 10,000 square feet. Each Lot may have only one residential home. The floor area of the main structure, exclusive of porches and garages, shall not be less than 1,800 square feet.
5. No boathouse, pier, dock, or any similar structure, shall be placed, installed, or erected on any lakefront Lot until (a) plans, specifications, and location of the boathouse, pier, dock, or any similar structure has been approved by governing authorities, including Lake Conway Navigation and Control Board, Orange County Building Department, and the Environmental Protection Administration; and (b) permits have been obtained and posted for the improvement.
6. No structures shall be erected, altered, placed, or permitted to remain on any Lot, other than one detached single family dwelling and private garage, storage room or tool room attached to the garage. No open structures shall be erected, altered or placed in any residential building plot that is visible from the street.
7. No building shall be erected, placed, or altered in any Lot in this subdivision until the building plans, specifications including roofing and exterior trim materials, and plot plan showing the location of such building and its topography have been approved in writing by the Architectural Committee. The plans, materials, and finished ground elevation must exhibit a conformity and harmony of external design with existing structures in the subdivision.
8. No building shall be located closer to the front lot line or closer to the side street line than the building setback lines shown on the recorded plat.
9. No trailer, motor home, basement, tent, shack, garage, barn, outbuilding, car port or other structure shall be placed or erected in any Lot, nor shall be, at any time, used as a temporary or permanent residence.
10. No fences or walls shall be constructed or placed in front of the front building line of the residences.

(D) Pets

No livestock, fowl, or other animals shall be kept on a Lot except domestic pets, and no pets kept on a Lot shall be there for the purpose of breeding or sale. The Association may promulgate reasonable rules and regulations for pets.

(E) Use Restrictions

1. The sidewalks in the Association shall be accessible at all times. No vehicle or trailer shall block a sidewalk. No vehicle or trailer shall be parked or stored on the unpaved Lot in front of the house at any time. Each Lot Owner may park vehicles and one boat on a trailer in the garage driveway or on an Orange County Code-approved surface immediately contiguous to such driveway, on the side, away from the house. Every boat and trailer parked in the Association must have a current state of Florida license plate. Each Lot owner must comply with Orange County ordinances; and the boat,

trailer, and any attachment or cover must be in a clean and working condition as determined by the Board.

2. No domicile shall be used except as a single-family residence. No Lots may be used for hotel or transient purposes. No trade or business may be conducted or carried on out of a home, except that a Lot Owner or occupant may conduct business activities within the home so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the home; (b) the business activity conforms to all zoning requirements for the Association; and (c) the business activity is consistent with the residential character of the Association and does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of other residents of the community, as may be determined by the sole discretion of the Board.

The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time; such activity is intended to or does generate a profit; or a license is required.

3. No noxious or offensive activity shall be carried on upon any lands within the Community, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as determined by the Board.

(F) Leases and Rentals

1. In the event a Lot Owner wishes to rent or lease his or her property, the Lot Owner shall deliver written notice thereof to the Association specifying the following:
 - a. The complete name and mailing address of the occupant;
 - b. The telephone number and e-mail address of the occupant; and
 - c. An affidavit of the occupant stating that the occupant shall abide by these restrictions, and all Rules and Regulations promulgated by the Association.
2. No Lot Owner may lease a Lot within the first twelve (12) months of ownership. No Lot shall be leased or rented for less than twelve (12) consecutive months.
3. Any lease or rental of a residence shall provide that its terms are subject to these Restrictions, the Rules and Regulations of the Association, and the actions of the Board, and that any failure of the lessee to comply with the terms of the foregoing shall be a default under the lease. A copy of the Restrictions, Bylaws, Architectural Guidelines, and all Association Rules and Regulations shall be provided by the Lot Owner to the lessee at the time a lease is executed. The lease/rental agreement also applies to a third party rental (i.e., sub-lease). A Lot Owner shall be personally liable for the failure of a lessee to comply with the foregoing obligations.

(G) Fines

1. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of the Association, a fine or fines may be imposed upon a Lot Owner for failure of said Lot Owner, his or her guests, tenants, or invitees, to comply with any covenant, restriction, rule or regulation of the Association, as more particularly set forth herein, pursuant to section 720.305, Florida Statutes.
2. In the event of an alleged violation of the Restrictions, Rules and Regulations or other obligations of the Association by a Lot Owner or other person for whose actions Lot Owner is personally responsible, the following process for adjudicating the violation shall be followed.

- a. Prior to imposing a fine, the Association shall provide fourteen (14) days' written notice to the person sought to be fined and an opportunity for a hearing. The hearing will be held before an independent committee of Lot Owners appointed by the Board (which committee shall not include officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association). The decision of whether to impose the fine is within the committee's sole discretion and will be final.
 - b. A written decision of the committee shall be submitted to the Board and the Owner no later than twenty-one (21) days after the committee hearing. All attorneys' fees, filing fees, and other expenses incident to the enforcement of any covenant, Restriction, Rule or Regulation, by the Association, regardless of whether legal action is required, shall be paid by the Lot Owner.
3. Failure of any Lot Owner, or the Lot Owner's guest, tenant, invitees, or licensees to comply with or otherwise adhere to any Restrictions, or Rules and Regulations, may result in a fine or legal action. Any legal fees, including pre-suit and litigation attorney's fees and costs, shall be assessed to the Lot Owner and collected in the same manner as Assessments, regardless of whether a suit is filed. Notwithstanding the right to take action in a court of law, the Association may repair, replace or otherwise remedy a violation and collect reasonable fees and costs to cure the violation in the same manner as Assessments.
 4. If a Lot Owner is more than ninety (90) days delinquent in paying any Assessment, fee, fine, or other monetary obligation due to the Association, the Association has the right to suspend the rights of the Lot Owner; or the Lot Owner's tenant, guest, or invitee, to use Common Areas and facilities until the fee, fine, or other monetary obligation is paid in full.

(H) Maintenance

1. Lot Owners are responsible for maintaining the exterior appearance of their house, landscape, and other improvement on their Lots in good maintenance and repair. The Association may promulgate rules and regulations for maintenance.
2. The subdivision perimeter fence or wall that is along the eastern boundary of the subdivision and which generally parallels Conway Road, the subdivision perimeter fence that runs along the south side of the pedestrian/bike sidewalk, and the fences on the Association's lake access lot shall be the sole responsibility of the Association. This responsibility shall include, but not be limited to, the repair, maintenance, and replacement of same. The Association is specifically authorized to utilize Special Assessment revenues to replace or make major repairs to the subject fences or walls. Notwithstanding the above, any damage caused to the subject fences or walls shall be repaired by the party causing the damage. All other fences and walls located in the Association shall be repaired, maintained, and replaced by the Lot Owner(s) upon whose Lots such fence or wall is located. All fences or walls must be well maintained in good condition as determined by the Board.

(I) Management

The Board shall not hire a management company without first holding a duly noticed meeting to allow the members to express their opinion. The Board shall provide the members with thirty (30) days advance notice of any meeting where a vote shall be taken to hire a new management company.

(J) Rules and Regulations

The Association may promulgate reasonable rules and regulations to enforce the provisions in these Restrictions.

(K) Indemnification

Every director and every officer of the Association shall be indemnified and defended by the Association against all claims, causes of action, damages, expenses and liabilities, including attorneys' fees, by reason of

or relating to any actions or decisions taken or made in the capacity as officer or director of the Association, whether or not a director or officer at the time of such claim, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, provided that, in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

(L) Amendments

These Restrictions may be amended from time to time at a regular or special meeting by fifty one percent (51%) vote of the Lot Owners, called in accordance with the Bylaws. Such amendments shall be duly recorded.

(M) Miscellaneous

1. **Validity.** Invalidation of any one or more of the Restrictions by judgment or by court order shall in no way affect any of the remaining provisions, which shall remain in full force and effect.
2. **Conflict.** In the event of any conflict in the Association's governing documents, these Restrictions shall control, followed by the Articles of Incorporation, then the Bylaws, the Architectural Guidelines, and the Rules and Regulations.
3. **Remedies.** In the event that any lien is imposed against a Lot due to the failure of the Lot Owner to pay any Assessments, charges, expenses, and such Assessments, charges, and expenses remain unpaid for more than ten (10) days after they have become due and payable, or the Lot Owner shall in any way default under any provision Chapter 720, Florida Statutes, these Restrictions, or the Articles of Incorporation, Bylaws, or Rules and Regulations of the Association, the Association shall have all of the rights and remedies which are provided in Chapter 720, Florida Statutes, these Restrictions, or the Articles of Incorporation or Bylaws, or which may be available at law or in equity and may prosecute any action or other proceeding against the defaulting Lot Owner for enforcement of any and all liens, statutory or otherwise, including foreclosure of its lien in the manner provided in Chapter 720, Florida Statutes and appointment of a receiver for the Lot and the ownership interest of the Lot Owner, or for damages or injunction or specific performance or judgment for payment of money and collection thereof, or any combination of remedies, or for any other relief.