

Prepared by:
Barrie S. Buenaventura
Conn & Buenaventura, P.A.
4830 W. Kennedy Blvd. Suite 600
Tampa, FL 33609

Return to:
On Top of the World Communities, Inc.
8445 SW 80th Street
Ocala, FL 34481-9067

DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
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**CERTIFICATE OF ADOPTION OF
AMENDED, RESTATED AND CONSOLIDATED DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR
ON TOP OF THE WORLD (CENTRAL) OWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the attached Amended, Restated and Consolidated Declaration of Covenants, Restrictions, Easements, Charges and Liens for On Top of the World (Central) Owners Association, Inc. was duly adopted by the Association membership at the duly noticed meeting of the Association on May 23, 2018. The Amended, Restated and Consolidated Declaration of Covenants, Restrictions, Easements, Charges and Liens for On Top of the World (Central) Owners Association, Inc. was approved by a proper percentage of voting interests of the Association. The attached Amended, Restated and Consolidated Declaration of Covenants, Restrictions, Easements, Charges and Liens for On Top of the World (Central) Owners Association, Inc. constitutes a substantial and extensive revision and consolidation of the Existing Declarations identified in the attached Amended, Restated and Consolidated Declaration of Covenants, Restrictions, Easements, Charges and Liens for On Top of the World (Central) Owners Association, Inc.

IN WITNESS WHEREOF, On Top of the World (Central) Owners Association, Inc. has caused this Certificate to be signed in its name by its Chairman, this 11th day of September, 2018.

Witnesses:

Patricia A. Soriano
Witness
Print Patricia A. Soriano
Sandra Malave
Witness
Print Sandra Malave

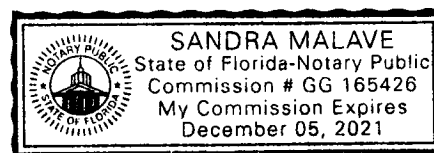
ON TOP OF THE WORLD (CENTRAL) OWNERS
ASSOCIATION, INC.

By: C. Guy Woolbright
C. Guy Woolbright, Secretary-Treasurer

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 11th day of September, 2018, by C. Guy Woolbright, as Secretary-Treasurer of On Top of the World (Central) Owners Association, Inc., who is personally known to me.

Sandra Malave
Notary Public
My Commission expires: 12/05/21



**AMENDED, RESTATED AND CONSOLIDATED DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR
ON TOP OF THE WORLD (CENTRAL) OWNERS ASSOCIATION, INC.**

W I T N E S S E T H:

WHEREAS, On Top of the World Communities, Inc., a Florida corporation, whose mailing address is 8445 SW 80th Street, Ocala, FL 34481 (the "Developer") is the owner in fee of that certain parcel of real estate located in the County of Marion, State of Florida, on which is being developed a planned residential community known as On Top of the World (Central); and

WHEREAS, Developer has submitted the portion of the lands described in Exhibit A (the "Property") to one or more Declarations of Covenants, Restrictions, Easements, Charges and Liens for On Top of the World (Central) and may subsequently expand the planned residential community, at the discretion of Developer, on all or portions of the contiguous property described in Exhibit B hereof (the "Contiguous Property" and, together with the Property, the "Properties") and to provide for the preservation of the values and amenities in said Community and for the maintenance of the open spaces and other common facilities; and

WHEREAS, Developer has executed a Uniform Lease Terms in conjunction with that certain Declaration of Covenants, Restrictions, Easements, Charges and Liens recorded in the public records of Marion County, Florida at O.R. Book 1228, Page 1773, and that certain Declaration of Covenants, Restrictions, Easements, Charges and Liens recorded in the public records of Marion County, Florida at O.R. Book 1265, Page 1196, Uniform Lease Terms dated March 4, 1993, and recorded in the public records of Marion County at O.R. Book 1906, Page 638, and Uniform Lease Terms, dated May 18, 1994, and recorded in the public records of Marion County, Florida, at O.R. Book 2038, Pages 1734-1746 (collectively, the "Uniform Lease"), for a term of 100 years, which Uniform Lease describes the terms and conditions of the leasehold estate between the Developer and the purchasers of any one or more of the Lots or Parcels; and

WHEREAS, Developer has previously developed portions of the planned residential community pursuant to that certain Declaration of Covenants, Restrictions, Easements, Charges and Liens dated July 5, 1984, and recorded in the public records of Marion County, Florida at O.R. Book 1228, Page 1773; that certain Declaration of Covenants, Restrictions, Easements, Charges and Liens dated February 15, 1985, and recorded in the public records of Marion County, Florida at O.R. Book 1265, Page 1196; that certain Addendum to Declaration of Covenants, Restrictions, Easements, Charges and Liens dated May 15, 1987 and recorded in the public records of Marion County, Florida at O.R. Book 1427, Page 853; that certain Supplement to Declaration of Covenants, Restrictions, Easement, Charges and Liens dated June 30, 1993 and recorded in the public records of Marion County, Florida at O.R. Book 1938, Page 655; that certain Supplement to Declaration of Covenants, Restrictions, Easement, Charges and Liens dated February 10, 1994, and recorded in the public records of Marion County, Florida at O.R. Book 2006, Page 1362; that certain Amendment to Addendum to Declaration of Covenants, Restrictions, Easements, Charges and Liens dated March 15, 1994, and recorded in the public records of Marion County, Florida at O.R. Book 2019, Page 242; that certain Declaration of Covenants, Restrictions, Easements,

Charges and Liens for On Top of the World (Central) dated August 17, 1994 and recorded in the public records of Marion County, Florida at O.R. Book 2069, Page 395 and O.R. Book 2092, Page 706; that certain Declaration of Covenants, Restrictions, Easements, Charges and Liens for On Top of the World (Central) dated September 22, 1994, and recorded in the public records of Marion County, Florida at O.R. Book 2094, Page 34; that certain Affidavit dated April 24, 1995, and recorded in the public records of Marion County, Florida at O.R. Book 2132, Page 1452; that certain Declaration of Covenants, Restrictions, Easement, Charges and Liens for On Top of the World (Central) dated May 24, 1995, and recorded in the public records of Marion County, Florida at O. R. Book 2174, Page 959; that certain Declaration of Covenants, Restrictions, Easement, Charges and Liens for On Top of the World (Central) dated June 26, 1995, and recorded in the public records of Marion County, Florida at O.R. Book 2226, Page 608; that certain Supplement to Declaration of Covenants, Restrictions, Easement, Charges and Liens for On Top of the World (Central) dated April 28, 1998, and recorded in the public records of Marion County, Florida at O.R. Book 2493, Page 248; that certain Declaration of Covenants, Restrictions, Easements, Charges and Liens for On Top of the World (Central) dated September 4, 1997, and recorded in the public records of Marion County, Florida at O.R. Book 2407, Page 1533; that certain Affidavit in Support of Corrective Document Regarding On Top of the World (Central) Owners Association dated January 13, 2000, and recorded in the public records of Marion County, Florida at O.R. Book 2747, Page 988; that certain Supplement to Declaration of Covenants, Restrictions, Easements, Charges and Liens dated January 19, 2004, and recorded in the public records of Marion County, Florida at O.R. Book 3688, Page 730; that certain Supplement to Declaration of Covenants, Restrictions, Easements, Charges and Liens dated March 2, 2004, and recorded in the public records of Marion County, Florida at O.R. Book 4070, Page 352; that certain Supplement to Declaration of Covenants, Restrictions, Easements, Charges and Liens dated March 27, 2006, and recorded in the public records of Marion County, Florida at O.R. Book 4561, Page 313; that certain Supplement to Declaration of Covenants, Restrictions, Easements, Charges and Liens dated June 14, 2007, and recorded in the public records of Marion County, Florida at O.R. Book 4927, Page 269; that certain Supplement to Declaration of Covenants, Restrictions, Easements, Charges and Liens dated October 26, 2006, and recorded in the public records of Marion County, Florida at O.R. Book 4978, Page 97; that certain Supplement to Declaration of Covenants, Restrictions, Easement, Charges and Liens dated August 29, 2016, and recorded in the public records of Marion County, Florida at O.R. Book 6566, Page 1898; that certain Corrected Supplement to Declaration of Covenants, Restrictions, Easements, Charges and Liens for On Top of the World (Central) dated August 23, 2017, and recorded in the public records of Marion County, Florida at O.R. Book 6630, Page 1873; that certain Declaration of Covenants, Restrictions, Easements, Charges and Liens for On Top of the World (Central) dated February 23, 2018, and recorded in the public records of Marion County, Florida at O.R. Book 6751, Page 1003; and that certain Supplemental Declaration of Covenants, Restrictions, Easements, Charges and Liens for On Top of the World (Central) Owners Association, Inc. dated July 25, 2018, and recorded in the public records of Marion County, Florida at O.R. Book 6821, Page 1926 (collectively, the “Existing Declarations”); and

WHEREAS, Developer has incorporated On Top of the World (Central) Owners Association, Inc. under the not-for-profit corporation laws of the State of Florida for the purpose of maintaining and administering the Community property and improvements, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges

hereinafter created; and

WHEREAS, it is beneficial and desirable to have consistency and uniformity in the covenants and restrictions throughout the entire On Top of the World (Central) community;

NOW, THEREFORE, Developer, for itself, its successors and assigns, declares that the Property is and shall be held, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, and the provisions of this Amended, Restated and Consolidated Declaration shall be a covenant running with the Property and shall be binding on all parties having any right, title or interest in all or any part thereof, their heirs, representatives, successors and assigns and shall inure to the benefit of (i) each Owner in fee of all or any part of the Property, (ii) each Owner of a Home (hereinafter defined) and (iii) the Owner of the leasehold estate created by the Uniform Lease in the Common Properties (hereinafter defined); in the case of the parties described in clauses (ii) and (iii) above, for so long as the Uniform Lease shall continue in force and effect; and

It is hereby declared that the Existing Declarations are replaced and superseded by this Amended, Restated and Consolidated Declaration, that this Amended, Restated and Consolidated Declaration shall now control the Property, and that Association liens referenced in this Amended, Restated and Consolidated Declaration shall relate back to the date of recording of the original applicable Existing Declaration.

ARTICLE I DEFINITIONS

The following words when used in this Amended, Restated and Consolidated Declaration or any Supplemental Declaration shall, unless the context otherwise prohibits, have the meanings set forth below:

(a) "Affiliate" shall mean and refer to any corporation controlling, controlled by or under common control with Developer, any individual owner of any outstanding voting stock of Developer (and any person related thereto), and any joint venture or partnership in which Developer or any owner of any outstanding voting stock of Developer (or any person related thereto) has an interest.

(b) "Articles" shall mean and refer to the Articles of Incorporation of the Association.

(c) "Assessment" shall mean and refer to the assessments levied by the Association against the Owners, and shall indicate both common expense assessments and special assessments of the Association.

(d) "Association" shall mean and refer to On Top of the World (Central) Owners Association, Inc., a Florida not-for-profit corporation.

(e) "Board" shall mean and refer to the Board of Directors of the Association.

(f) "By-Laws" shall mean and refer to the By-Laws of the Association.

(g) “Common Properties” shall mean and refer to all land comprising the Property, other than the individual Lots, and any and all improvements now or hereafter erected thereon.

(h) “Community” shall mean On Top of the World (Central), a phased, planned residential community intended to be constructed on the Properties.

(i) “Community Service Fee” shall mean and refer to the monthly assessment levied by the Association against the Owners for the maintenance and operation of the community.

(j) “Developer” shall mean and refer to On Top of the World Communities, Inc., formerly known as On Top of the World, Inc., its successors and assigns, if such successors and assigns should acquire all or any portion of the Properties from the Developer for the purpose of development.

(k) “District” shall mean and refer to the Southwest Florida Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

(l) “District Permit” shall mean and refer separately and collectively to each permit and approval issued or granted by the District and applicable to any portion of the Properties, as any such permit or approval may be amended from time to time with the approval of the District. It shall not be necessary to amend this Amended, Restated and Consolidated Declaration in order to amend the District Permit.

(m) “Dividing Wall” shall mean and refer to an exterior wall which is an integral part of a Dwelling and which is located on the boundary line dividing one Home from another. (See Illustration 1.)

(n) “Dwelling” shall mean and refer to a unit of residential housing situated upon a Parcel or Lot.

(o) “Garden Wall” shall mean and refer to that nonstructural wall or fence connecting a dividing wall to another dwelling.

(p) “Home” shall mean and refer to a Parcel or Lot described in the Warranty Leasehold Estate Deed, together with title to the Dwelling located thereon.

(q) “Lot” shall mean and refer to a parcel, tract or area of land established by a plat or otherwise as permitted by law having limited fixed boundaries and an assigned number, letter, or other name through which it may be identified.

(r) “Master Association” shall mean and refer to Circle Square Ranch Master Association, Inc., a Florida corporation not for profit, its successors and assigns.

(s) “Master Declaration” shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for Circle Square Ranch dated May 18, 2004, as amended and

supplemented from time to time, and recorded in the Marion County public records at O.R. Book 3730, Page 849.

(t) "Member" shall mean and refer to each Owner as the holder of the mandatory membership interest in the Association. Every Owner, including Developer, shall be treated for all purposes as the owner of a separate membership interest in the Association for each Home in which such Owner holds an interest (not including any interest conveyed to such Owner as security for an obligation), irrespective of whether such ownership is joint, in common, or as tenants by the entirety. Where such ownership is joint, in common or as tenants by the entirety, the vote of such Owner shall be subject to the provisions of Article III, Section 2 of this Amended, Restated and Consolidated Declaration.

(u) "Occupant" shall mean and refer to any individual other than an Owner who occupies or is in possession of any portion of any Home, Lot or Parcel, whether as a Lessee or otherwise, other than on a merely transitory basis.

(v) "Owner" shall mean and refer to the record owner of any Home, as shown by the Public Records of Marion County, Florida.

(w) "Parcel" shall mean and refer to a portion of a platted Lot that is described by metes and bounds and on which a Dwelling is constructed.

(x) "Party Wall" shall mean and refer to a wall on the line between adjoining Dwellings in which each of the respective Owners of the adjoining Dwellings share the rights and enjoyment of the common wall. (See Illustration 2.)

(y) "Properties" shall mean and refer to the Property described in Article II, Section 1 of this Amended, Restated and Consolidated Declaration, and any and all other property or properties, if and when such other property or properties are made subject to the Amended, Restated and Consolidated Declaration as provided in Article II, Section 2 hereof.

(z) "Single Family" shall mean and refer to (a) a group of one or more persons each related to the other by blood, marriage or legal adoption, provided that such group does not exceed more than two (2) adults per bedroom or a maximum of four (4) related people in the Dwelling who maintain a common household in a Dwelling; or (b) a group of not more than two (2) persons not all so related together with up to one (1) person related by blood, marriage, or legal adoption to one of the other two (2), for a maximum of three (3) people who maintain a common household in a Dwelling.

(aa) "Surface Water Management System Facilities" shall mean and refer to all land, easements and facilities that together constitute the surface water management system now or hereafter constructed and implemented on the Properties to control discharges caused by rainfall events, which facilities are intended to collect, convey, store, absorb, inhibit, treat, use or reuse surface water so as to prevent or reduce flooding, over drainage, environmental degradation and water pollution, and so as to control the quality and quantity of discharges from the system, all as

permitted by the District and District Permit. The Surface Water Management System Facilities shall include, but are not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas within the Properties.

(bb) "Tenant" shall mean and refer to a person or entity who has a written agreement with an Owner to lease a Dwelling with the Association's written approval.

ARTICLE II PROPERTY SUBJECT TO THIS AMENDED, RESTATED AND CONSOLIDATED DECLARATION

Section 1. The Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Amended, Restated and Consolidated Declaration is all that certain plat, piece or parcel of land described in Exhibit A attached hereto and made a part hereof. In addition, the real property described in Exhibit B attached hereto and made a part hereof is and shall be held, transferred, sold, conveyed and occupied subject to those easements, granted by On Top of the World Communities, Inc. pursuant to Article IV, Section 3 of this Amended, Restated and Consolidated Declaration.

Section 2. The Contiguous Property. Developer shall have the right, and hereby reserves the right, from time to time to bring within the scheme of this Amended, Restated and Consolidated Declaration all or portions of the Contiguous Property, which is comprised of the real property described in Exhibit B attached hereto. Any additional real property brought within the scheme of this Amended, Restated and Consolidated Declaration may contain Lots, Common Properties or both. The additions authorized under this Section 2 shall not require the consent of the Association Members or any other persons or entity, and shall be made by the recording in the Public Records of Marion County, Florida, of supplemental declarations of covenants, restrictions, easements, charges and liens ("Supplemental Declarations") with respect to such property which shall extend the scheme of the covenants and restrictions of this Amended, Restated and Consolidated Declaration to such property. Nothing contained herein shall be construed as (i) imposing any obligation on Developer to develop additional properties; (ii) imposing any obligation on Declarants to add additional properties to the scheme of this Amended, Restated and Consolidated Declaration; or (iii) restricting or limiting in any way the use or future development of all or any portion of the Contiguous Property.

ARTICLE III HOMEOWNER'S ASSOCIATION

The Association responsible for the operation and management of the Community is ON TOP OF THE WORLD (CENTRAL) OWNERS ASSOCIATION, INC., a corporation not for profit organized under the laws of the State of Florida. This Association shall have all of the powers, rights and duties set forth in this Amended, Restated and Consolidated Declaration, the Bylaws, and the Rules and Regulations promulgated by the Association from time to time (the "Governing Documents"). The Association may exercise any right or privilege given to it expressly, or by reasonable implication, by the Governing Documents, or take action reasonably

necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, the Board may exercise the Association's rights and powers without a vote of the Members. The Association, acting by and through the Board, may delegate any and all of its rights, powers, duties, authority and obligations under this Amended, Restated and Consolidated Declaration to a manager, which manager may or may not be an Affiliate.

Section 1. Membership. The Association shall have but one class of membership, and membership shall be appurtenant to and inseparable from ownership of a Home. Transfer of ownership of a Home, either voluntarily or by operation of law, shall terminate the membership in the Association of the transferor, and said membership shall thereupon vest in the transferee. Co-owners of a Home are jointly and severally obligated to perform the responsibilities of an Owner.

Section 2. Voting Rights of Members. Each Member of the Association, including Developer, is entitled to one vote for each Home owned by such Member. When more than one person or entity holds an interest in any Home (other than any interest given as security for an indebtedness), the one vote attributable to such Home shall be exercised as such persons mutually determine, but not more than one vote may be cast with respect to any such Home and the Vote attributable to any Home may not be split into fractional votes. No Member shall split or divide its votes on any motion, resolution or ballot.

Section 3. Powers of the Association Regarding Surface Water Management System Facilities. Without limiting the generality of the powers of the Association set forth in this Amended, Restated, and Consolidated Declaration, the Association shall have the power and authority to operate and maintain the Surface Water Management System Facilities, including but not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetland and any associated buffer areas, and wetland mitigation areas, and to contract for services to provide for operation and maintenance of the Surface Water Management System Facilities.

Section 4. Surface Water Management System Facilities. The Surface Water Management System Facilities will be operated, maintained, repaired and replaced by the Association, at common expense, and the Association shall allocate sufficient funds in its budget for such purposes. The Surface Water Management System will be owned or otherwise controlled by the Association, or designated as common property. Except as may be permitted by the District Permit or other prior approval of the District, no construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. If the Properties include a wetland mitigation area, or a wet detention pond, then, except as provided in the next sentence, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities that are consistent with the design and permit conditions approved by the District in the District Permit may be conducted without specific written approval from the District. Operation and maintenance and re-inspection reporting shall be performed by the Association in accordance with the terms and conditions of the District Permit.

The Association shall accept assignment of, and shall assume in writing, all of Developer's rights and obligations under each District Permit applicable to the Properties. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities. If the Properties include any on-site wetland mitigation that requires ongoing monitoring and maintenance, then the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the District Permit. The Association shall exist in perpetuity. Should the Association dissolve, however, the Surface Water Management System Facilities will be transferred to and maintained by an entity that complies with the District's rules and with the ability to accept responsibility for its operation and maintenance.

Section 5. Safety and Security. Each Owner, Tenant, and Occupant of a Lot, Parcel or Home, and their respective guests and invitees, is responsible for their own personal safety and the security of their property within the On Top of the World community. The Association may, but shall not be obligated to, maintain or support certain activities within On Top of the World (Central) designed to enhance the level of safety or security which each person provides for himself and his property. Neither the Association nor the Developer shall in any way be considered insurers or guarantors of safety or security within the On Top of the World community, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to the On Top of the World community, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will, in all cases, prevent loss or provide the detection or protection for which the system is designed or intended.

Section 6. Indemnification of Officers and Directors. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). Subject to Florida law, the Association shall indemnify every officer and director against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer or director, except that such obligation to indemnify shall be limited to those actions for which the indemnitee's personal liability is limited under this Section. The Association may, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 7. The Association, acting by and through the Board, shall have the power and authority to delegate any and all of its rights.

ARTICLE IV PROPERTY RIGHTS IN THE PROPERTIES

Section 1. On Top of the World (Central). On Top of the World (Central) is an ongoing development. Recreational and common facilities enhance community living. This Amended, Restated and Consolidated Declaration of Covenants, Restrictions, Easements, Charges and Liens is intended to govern the real property described in Exhibit A on which Homes have been or are to be developed. In keeping with the Amended and Restated Development Order for On Top of the World (Central) Development of Regional Impact, Marion County, recorded in Book 6445, Page 1390, Public Records of Marion County, Florida, the Developer reserves the right to submit additional property described in Exhibit B to the terms, conditions and provisions of this Amended, Restated and Consolidated Declaration.

Section 2. Easement. Subject to this Amended, Restated and Consolidated Declaration and Rules adopted by the Association, Developer hereby establishes and creates for the benefit of the Association and for all Owners, from time to time, of Homes and does hereby give, grant and convey to each of the aforementioned, the following non-exclusive easements, licenses, rights and privileges:

(a) Right and easement of enjoyment in and to the Common Properties, which easement shall be appurtenant to and shall pass with record ownership to each Home as shown on the Public Records of Marion County, Florida.

(b) Right-of-way for ingress and egress by vehicles or on foot, on, through, over and across the streets, roads and walks in the Properties for all purposes; and

(c) Rights to connect with, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, sewers and drainage lines which may from time to time be owned, leased, contracted of or otherwise provided for by the Association in or along the streets and roads or other areas of the Properties.

Section 3. Easement of Ingress and Egress Over Adjoining Land. On Top of the World Communities, Inc. hereby establishes and creates for the benefit of the Association and for all Owners, from time to time, of Homes and does hereby give, grant and convey to each of the aforementioned, a non-exclusive easement of ingress and egress for passage by foot or vehicle on, over, across and through all roadways and walkways now or hereafter located on the Contiguous Property, as may be added by Supplemental Declarations, for the purpose of travel to and from (i) State Road 200, and (ii) all recreational facilities located on the contiguous Property and leased to, contracted for or otherwise permitted to be used by Members of the Association; provided, however, that no beneficiary of the afore described easement shall have the right to require On Top Of The World Communities, Inc., as grantor of said easement or any other party responsible therefor to provide any or any specific configuration of such roadways or walkways or to maintain or not vary any such configuration once created. The easement created and granted hereby shall be a covenant running with the land and shall be binding on all parties having any right, title or interest in all or any part thereof, their heirs, representatives, successors and assigns and shall inure to the benefit of (1) each Owner in fee of all or any portion of the Property; (2) each Owner of a

Home, and (3) the Owner of the leasehold estate created by the Uniform Lease in the Common Properties; in the case of the parties described in clauses 2 and 3 above, for so long as the Uniform Lease shall remain in force and effect.

Section 4. Reservation of Easements. Developer reserves the easements, licenses, rights and privileges of a right-of-way on, through, over, under and across the Properties, for the purpose of permitting Developer or any management company having proper authority, or its successors and assigns, to complete the construction of the Community and/or the development, whether in pursuance of the development scheme described herein or otherwise, of one or more portions of the Contiguous Property including, without limitation, the construction of Dwellings, sales offices, model homes, signs, parking areas, temporary construction trailers and other improvements intended to be utilized by Developer in the construction of Dwellings and/or the marketing of Homes on the Properties or in connections with any other development of one or more portions of the Contiguous Property, and towards this end, reserves the right to grant and reserve easements and rights-of-way on, through, under, over and across the Properties, for the construction and use thereof and the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, gas and other utilities and for any other materials or services necessary in the opinion of the Developer for the development and completion and, following such development and completion, the use thereof. Developer also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may, from time to time, be in or along the streets and roads of other areas of the Properties.

Section 5. Encroachments on Lots.

(a) In the event that any portion of any roadway, walkway, parking area, driveway, water line, sewer line, utility line, sprinkler system, dwelling or other building (including roof overhang), fence, or any other structure as originally constructed encroaches on any other Lot or the Common Properties, it shall be deemed that the Owner of such Lot or the Association has granted an easement to the Owner of the adjoining Lot or the Association, as the case may be, for continuing maintenance and use thereof. The foregoing shall also apply to any replacements of any such roadway, walkway, driveway, parking area, water lines, sewer lines, utility lines, sprinkler system, dwelling or other building, fence or other structure if the same is constructed in substantial conformance to the original.

(b) There shall be no encroachment by reason of any overlapping or overhang of any dividing wall, roof, fence or other structure, as originally constructed upon the Lot. ("Originally constructed" shall refer to the building's structure at the time it was originally conveyed by Developer.) In the event any dividing wall, roof, fence, or other structure as originally constructed, overlaps onto any adjacent and contiguous Home, the Owner of the adjacent or contiguous Home shall be deemed to have granted a perpetual easement to the contiguous or adjacent Owner for the overlap or overhang.

Section 6. Additional Easements.

(a) Developer hereby grants and reserves to itself and grants to the Association, and

their respective employees, subcontractors, agents and designees, a non-exclusive easement on, over, through, across and under each Lot for the installation, maintenance, operation, repair and replacement of lawn and shrub sprinkler system lines and sprinkler heads.

(b) Developer hereby grants to the Association, its employees, subcontractors, agents and designees, a non-exclusive easement on, over, through, across and under each Lot to permit the Association, its employees, subcontractors, agents or designees to maintain and replace, as necessary, those portions of the Lots and Dwellings required to be maintained, replaced and repaired by the Association, as provided in this Amended, Restated and Consolidated Declaration, and to enforce this Amended, Restated and Consolidated Declaration and Rules adopted by the Association.

(c) Developer hereby grants to the Association the right to assign parking spaces within the Common Properties to Lots which do not have parking areas or parking facilities located thereon. The Association shall control the use of all parking areas on the Common Properties other than those utilized by Developer in the construction of Dwellings and/or marketing of Homes on the Properties.

Section 7. Limited Common Properties and Special Benefit Areas. Developer may designate Limited Common Properties and Special Benefit Areas in the Properties, and methods of payment therefor, as set forth in the Master Declaration.

ARTICLE V COVENANT FOR OPERATING EXPENSE AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation. Developer, for each Home owned by it within the Property, hereby covenants and each Owner of any Home by acceptance of a warranty leasehold deed therefor, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association such Assessments as are fixed by the Board and assessed to the Members as hereinafter provided. All sums assessed to the Association but unpaid, together with such interest thereon, late charges and the cost of collection thereof as hereinafter provided, shall be a charge on the estate and shall be a continuing lien upon the Home owned by the Member against which each such Assessment is made. Each such Assessment, together with interest thereon, late charges and the cost of collection thereof, as hereinafter provided, shall be a personal obligation of the person, or, if more than one, the joint and several obligation of the persons who were the Owner of such Home at the time when the Assessment fell due, and, if such Home is conveyed to a bona fide purchaser as hereinafter provided subject to any such delinquent Assessment, then of such Owner and such bona fide purchaser jointly and severally.

Section 2. Purpose of the Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties as a community and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties including, without limiting the foregoing, the payment of all real estate taxes, ad valorem taxes and special assessments imposed by any governmental taxing agency,

property and general public liability insurance premiums, the maintenance, repair, replacement of and additions to the Common Property, and the cost of labor, equipment, materials, services, management and supervision thereof, as well as the maintenance and repair of those portions of the Dwellings required or permitted to be maintained and repaired by the Association as provided herein. In addition, an Affiliate has developed and installed certain facilities for the provision of water and sewage disposal services to the Homes, and is developing certain recreational facilities as part of the Community, all of which are to be contracted to the Management Company (hereinafter defined) for use by the Members. The Owner of each Home shall pay to the Association as an Assessment hereunder as hereinafter provided a share of the fee payable under such contract, as well as any other contracts of whatsoever nature hereafter entered into by the Association (including without limitation, dues, fees or assessments payable by the Association as a member of any umbrella or master association in which the Association may hereafter become a member), and such amount shall be payable by each Owner whether or not the Owner thereof utilizes such recreational facilities, sewer or water mains, or other facilities, rights or privileges contracted for by the Association, and no waiver of any Owner's right to use same shall relieve such Owner from the obligation to pay its share of the rent, fee or cost thereof as aforesaid. The Assessment does not include the provision of utilities to Homes; each Owner is responsible for arranging for utilities to be provided to their Home and payment therefor. The Association shall encourage water conservation throughout the Community in accordance with District guidelines.

Section 3. Assessments. The Board shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Association and shall send a copy of the budget and any supplement to the budget to each Member prior to assessing the Members thereon. The Board shall determine the total amount required to meet the common expenses of the Association, including, but not limited to, the operational items such as insurance, repairs, maintenance and other operating expenses, professional, management, recreational and other fees, and other charges to cover any deficits from prior years and capital improvements approved by the Board. Each Member shall pay its proportionate share of the total annual requirements and any supplemental requirements of the Association, calculated based on the number of Homes located on the Properties, except that Developer shall not be required to pay any amount of the fee payable under the contract for recreational facilities, water supply and sewage disposal for any Home deemed to be owned by Developer unless and until (1) the Dwelling to be constructed thereon has been completed and (2) such Dwelling is occupied. The Board may in its discretion elect to vary the amount of Assessments imposed against types of Homes, so long as all Homes of a similar type are treated uniformly. In addition to the common expense assessment payable by each Owner as herein provided, the Board may levy additional, special assessments from time to time as may be needed for the continued operation, maintenance, repair and replacement of the Common Properties and for necessary capital improvements thereto, and for the continued maintenance and repair of the exterior portions of the Dwellings or as may be required to comply with applicable law. Such special assessments may be imposed, in the discretion of the Board, against all Homes on the properties pro rata or on a pro rata basis against only those Homes actually benefitted by the work.

Section 4. Omitted.

Section 5. Due Dates: Duties of the Board. All Assessments shall be payable monthly or quarterly in advance or on such other basis as is fixed by the Board. The Board shall fix the date of commencement and the amount of the Assessment against each Home and shall prepare an Assessment roll of the Homes and the Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member, provided, however, that the Association shall have the right to require three (3) days' advance notice of any request for such an inspection, and to promptly notify any Member whose accounts are to be inspected of the name and address of any Member requesting such an inspection. Upon the written request of a Member or his Approved Lender mortgagee (hereinafter defined), the Board shall promptly furnish such Member or his mortgagee with a written statement of the unpaid Assessments due from such Member.

Section 6. Effect of Non-Payment of Assessment. The Personal Obligation of the Member; The Lien, Remedies of the Association.

(a) If an Assessment is not paid on the date when due, as fixed by the Board, then such Assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Member's Home which shall bind such property in the hands of the Member, the heirs, devisees, personal representatives and assigns, and if the Home is conveyed or transferred while such delinquent Assessments, any interest thereon, any late charge and/or the cost of collection remains unpaid, then the personal obligation of the Member/grantor to pay such amounts shall survive such conveyance or transfer and shall be enforceable by the Association against the Member/grantor, the grantee, or both, at its option. Notwithstanding the foregoing, in the case of (i) the acquisition of a Home by a National or State Bank, a Life Insurance Company, a State or Federal Savings and Loan Association, an Owner/vendor mortgagee, Developer, or any other lender approved in writing by the Association holding a mortgage on such Home which complies with the conditions of Article XIII, Section 6, of this Amended, Restated and Consolidated Declaration (each such, an "Approved Lender"), or any designee thereof, which Approved Lender or designee acquires title to such Home by foreclosure or by deed in lieu of foreclosure, or (ii) On Top of the World Communities, Inc., in the event On Top of the World Communities, Inc., re-enters any Lot after default by the Owner thereof under the Uniform Lease, the obligation of any such transferee to pay delinquent assessments shall be limited to an amount equal to the Assessments charged by the Association for the first six (6) months during which the defaulting Owner failed to pay such Assessments, together with any interest accrued thereon and any late charges payable as provided in subsection (b) of this Section 6, unless at least thirty (30) days prior to the expiration of such six (6) month period, the Association notifies such Approved Lender or On Top of the World Communities, Inc., of such Owner's failure to pay such Assessments. If the Association shall fail to give such notice, the lien of the Association against the Home for unpaid Assessments in excess of the six (6) months maximum provided shall be waived by the Association, and the excess of the amount of Assessments owed over the six (6) month maximum shall be charged to all other Members of the Association as a common expense; provided, however, that the personal obligation of such defaulting Member shall continue and the Board may, at its discretion, commence any proceedings available to collect such unpaid Assessments. The waiver of the Association's lien shall not, however, apply to any Assessments which are assessed and become

due after the acquisition of the Home by the Approved Lender mortgagee or its designee, or the reentry by On Top of the World Communities, Inc.

(b) If any Assessment is not paid within ten (10) days after the due date, the Assessment shall bear interest from the due date at the maximum legal rate permitted in the State of Florida, and a late charge of twelve cents (\$0.12) shall be payable on each and every dollar of such delinquent payment, and the Association may bring an action at law against the Member and/or any former Member personally obligated to pay the same and/or, upon thirty (30) days' prior written notice to the Member, the Association may bring an action to foreclose the lien against the Home, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with the cost of the action. If any Member shall remain in possession of his Home after foreclosure, the Association, in addition to any other rights or remedies available to it at law or in equity, may charge such Member a reasonable rental for such Home, and may apply for a receiver to collect such rent.

Section 7. Selling, Leasing, and Gifts of Lots, Etc.

(a) Notwithstanding the foregoing, no Member shall convey, mortgage, pledge, hypothecate, sell or lease his Home unless and until all unpaid Assessments assessed against such Home have been paid in full; provided, however, that such unpaid Assessments may be paid out of the proceeds from the sale of the Home or by the purchaser of such Home. Any sale, mortgage or lease of the Home in violation of this Section shall be voidable at the election of the Board.

(b) Upon the written request of a Member or an Approved Lender mortgagee, the Board or its designee shall furnish a written statement of the unpaid charges due from such Member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement but unlisted thereon. A reasonable charge may be made by the Board for the issuance of such statements.

(c) The provisions of this Section with respect to the conveyance, mortgage, pledge, hypothecation, sale or lease of Homes are in addition to, and not in lieu of, the restrictions imposed thereon in Article XIII of this Amended, Restated and Consolidated Declaration.

Section 8. Subordination of Lien. The lien for Assessments provided for in this Article V shall be superior to all other liens except tax or assessment liens on the Home by the taxing subdivision of any governmental authority, including, but not limited to, state, county, town, community development district, and school district taxing agencies.

Section 9. Collection of Leasehold Payments. As a convenience to the Members, the Association shall collect the annual leasehold payment in twelve equal portions from each Member with the monthly Community Service Fee.

ARTICLE VI ADDITIONAL POWERS RESERVED TO DEVELOPER

Section 1. Developer Related Documents. So long as Developer shall own any Homes or any portion of the properties, no Developer Related Amendment (hereinafter defined) shall be made to the Amended, Restated and Consolidated Declaration or any Supplemental Declaration, or to the Articles, By-Laws or Rules and Regulations, nor shall any Developer Related Document (hereinafter defined) be executed, adopted or promulgated by the Association or the Board unless such Developer Related Amendment or Document shall be specifically approved in writing by Developer in advance of such execution, adoption, promulgation and recording.

Section 2. Definitions. For the purpose of Section 1 of this Article, any amendment or document which does any of the following shall be considered to be a Developer Related Amendment or Document:

- (a) Discriminates or tends to discriminate against Developer as an Owner or otherwise;
- (b) Directly or indirectly by its provisions or in practical application relates to Developer in a manner different from the manner in which it relates to other Owners;
- (c) Modifies the definitions provided for by Article I of this Amended, Restated and Consolidated Declaration in a manner which alters Developer's rights or status;
- (d) Modifies or repeals any provision of Article II of this Amended, Restated and Consolidated Declaration;
- (e) Alters the character and rights of membership as provided for by Article III of this Amended, Restated and Consolidated Declaration or affects or modifies in any manner whatsoever the rights of Developer as a Member of the Association or the right of Developer to appoint members of the Board of Directors of the Association as provided in the Articles;
- (f) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning suspension, streets, roads, drives, easements or facilities;
- (g) Denies the right of Developer to convey the Common Properties to the Association;
- (h) Denies the right of Developer to record a Supplemental Declaration adding properties to the scheme of this Amended, Restated and Consolidated Declaration or otherwise making provisions in accordance with the powers granted to Developer in this Amended, Restated and Consolidated Declaration;
- (i) Modifies the basis or manner of Association assessments as applicable to Developer or any Home owned by Developer as provided for by Article V;
- (j) Modifies the provisions of Article VII (Architectural Control) as applicable to Developer or any Homes owned by Developer;

(k) Denies the right to Developer, its contractors and subcontractors to construct and maintain temporary construction trailers, model homes, sheds or other buildings upon the Properties, whether or not in pursuance of the development scheme applicable to the Property; or

(l) Alters or repeals any of Developer's rights or any provision applicable to Developer's rights as set forth in any provision of this Amended, Restated and Consolidated Declaration or of any Supplemental Declaration or other document applicable to Developer.

Section 3. Approvals by Developer. The decision to approve or refuse to approve any Developer Related Document or Amendment by Developer in accordance with Section 1 of this Article shall be in the sole and absolute discretion of Developer and Developer shall not be liable to the Association, its Members or any party as a result of granting or refusing to grant such approval.

Section 4. Developer Lands. So long as Developer continues to construct or to cause to be constructed any Dwellings or other improvements in the Community, no action may be taken by the Board or the Association applicable to the Developer or any Home or other land owned by Developer unless such action shall be approved in writing by Developer, or unless the need therefor shall be waived by the Developer in writing.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any exterior addition to or alteration of any Dwelling be made, nor any exterior painting of any Dwelling be commenced, until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing by the Board, sitting as the Architectural Review Board, and any governmental agency having jurisdiction. The Board shall review such requests for compliance with the Planning Criteria adopted by the Board, and with the provisions of the governing documents of both the Association and the Master Association. The Board shall have the right to charge a reasonable fee for each such review. In the event the Board fails to approve or disapprove the requested item within sixty (60) days after the plans and specifications for same have been submitted to it, such plans and specifications will be deemed to have been approved. The Board shall have the right to disapprove any plans and specifications for any reason whatsoever, including, without limitation, for purely aesthetic reasons. The Board may delegate its Architectural Review Board function to a manager, which manager may or may not be an Affiliate.

Section 2. Alterations. The Owner of a Dwelling with a dividing wall or party wall shall not cut windows or other openings in the dividing wall or party wall, affix any permanent attachments to the dividing wall or party wall, nor make any alterations, additions or structural changes in the dividing wall or party wall, without the prior written consent of (i) the adjoining Dwelling Owner, and (ii) the Board, as provided in this Article VII of this Amended, Restated, and Consolidated Declaration.

Section 3. Non-Applicability to Developer. The provisions of Section 1 of this Article VII shall not apply to the Developer, its successors or assigns, or any Affiliate Owner of any Home.

ARTICLE VIII REPLACEMENT OF DIVIDING WALLS AND/OR PARTY WALLS, ROOFS AND GARDEN WALLS

Section 1. Roof and Wall Replacement.

(a) The cost of replacement of a dividing wall, party wall, roof, garden wall or other structure as originally constructed shall be the responsibility of the Owner(s) of the Home(s) upon which such wall, roof or garden wall is located. The amount thereof and the necessity therefor may be determined by the Board and shall constitute an Assessment against the affected Home(s).

(b) The cost of replacement of a party wall or extension thereof, or other shared structure, shall be shared equally by the Owners of the Homes upon which such wall, or any part thereof, is located. The amount thereof and the necessity therefor may be determined by the Board. The amount determined to be due shall constitute an Assessment against the affected Home(s).

Section 2. Destruction by Fire or Other Casualty. If a dividing wall, party wall, roof, garden wall or fence is destroyed or damaged by fire or other casualty, the Owners of the Dwellings upon which such dividing wall, party wall, roof, garden wall or fence, or any part thereof, is located shall contribute to the cost of restoration thereof, to the extent not paid for out of insurance proceeds. The amount of any required contribution hereunder shall constitute an Assessment against the affected Homes.

Section 3. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall run with such Owner's Home and shall pass to such Owner's successors in interest; provided, however, that such right shall terminate if the lien referred to in Article IX, Section 4(c) is not filed within ninety (90) days or, if filed, suit is not commenced within one (1) year from the date such lien is filed.

ARTICLE IX MAINTENANCE

Section 1. Maintenance of Common Properties. The Association shall maintain, operate, manage, insure, repair and replace all of the Common Properties and shall pay, as and when due, all amounts payable for the cost of utilities, general public liability insurance and fire and casualty, all risk property insurance, real estate and ad valorem taxes and any other assessments on the Common Properties, notwithstanding that the leasehold estate therein may still be vested in Developer. All such costs and expenses shall be an expense funded out of the Association common expense Assessments.

Section 2. The Association's Limited Dwelling Maintenance. The Association, at its expense, shall (i) provide exterior painting of the Dwellings, which shall not include any walls that are accessed through a doorway or a gate; (ii) maintain and repair the exterior siding, exterior

doors, all roofs, porches, dividing walls, and garden walls on the Dwellings which were in place at time of original construction; and (iii) maintain all landscaping (other than fenced in areas, patios, and owner added landscaping, and owner designated maintenance areas); and (iv) maintain and repair all pipes, wires and conduits located outside the Dwelling. Notwithstanding anything herein to the contrary, the Association shall not be responsible for maintaining, repairing, or replacing any solar panels or skylights. The cost and expense of the Association in providing maintenance of the Dwellings shall be a common expense of the Association and shall be paid for out of the common expense Assessments which may be allocated according to the associated costs for the maintenance of a specific type of dwelling.

Section 3. Owner's Dwelling Maintenance. All other maintenance and repair required for each Home, including, without limitation, the maintenance and repair of all walls, floors, ceilings, door frames, windows, gutters and downspouts, interior stair ways and other interior portions of the Dwellings, all heating, ventilation and air conditioning systems (HVAC), lawn sprinkler systems and component parts, all wires, pipes, and conduits located in and under each Dwelling, all solar panels and skylights, the replacement of any and all portions of the Dwelling, exterior (including landscaping) as well as interior, and the maintenance and replacement of all Owner added landscaping shall be the obligation of and shall be paid for by the individual Owners.

Section 4. Disrepair of Dwellings.

(a) In the event the Owner of a Home shall fail after thirty (30) day notice to maintain, repair and/or replace any portion of his Dwelling required to be maintained, repaired and/or replaced by the individual Owner as provided herein in a manner satisfactory to the Board, the Association shall have the right, through its agents and employees, to repair, maintain and/or replace such portions of the Dwelling, and the cost of such maintenance, repair and/or replacement shall be a special Assessment charged to and payable by the Owner thereof.

(b) Unless the sprinkler line(s) or sprinkler head(s) are part of a common irrigation system maintained by the Association, should a lawn sprinkler line(s) or sprinkler head(s) be required to be maintained, repaired or replaced by the Association or its designee, the applicable Owner shall be responsible for the costs thereof, and the Association shall have the right to levy a special assessment against such Owner for same, which special assessment shall have the same force and effect as all other special assessments.

(c) In addition to any rights in favor of the Board in connection with unpaid Assessments, in the event that an Owner shall fail or refuse to pay his/her share of costs of repair, maintenance and/or the cost of the restoration of the dividing wall, party wall, roof or fence, to the extent not paid for out of insurance proceeds, the Owners advancing monies therefor shall have a right to file in the Public Records of Marion County, Florida, a claim of lien upon the non-paying Owner's Home for such monies advanced and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a mechanic's lien; provided, however, said claim of lien is filed within ninety (90) days from the date of the completion of such repairs or replacements, and suit thereon is commenced within one (1) year from date such lien is filed.

Section 5. Shrubby. The Owner may plant shrubby along the dividing wall and behind the front garden wall, provided that it shall not interfere with or obstruct maintenance of the property or the free flow of water draining from the property, as determined by the Association or its designee. The maintenance of owner added landscape materials shall be at the sole expense of the dwelling Owner. Inasmuch as maintenance of the property shall be of primary concern, there shall be no liability to the Association or its designee, nor any requirement that the Association or its designee replace or repair any such shrubby or owner added landscape materials resulting from any loss or damage that may occur by reason of ordinary maintenance of the property by the Association or its designee.

Section 6. Cost of Repairing Dividing Wall or Party Wall Due to Negligence. Notwithstanding any other provisions of this Article, an Owner who by negligent or willful act causes a dividing wall or party wall to become damaged shall bear the entire cost of repair.

Section 7. Access at Reasonable Hours. The Association, through its duly authorized agents and employees, shall have the right to enter upon any Owner's Lot (i) at all reasonable hours on any day to perform the maintenance, repairs or replacements required or permitted to be performed by the Association; and (ii) at any time in the event of an emergency requiring prompt access to such Lot or Dwelling. Provided that any determination that an emergency exists is made in good faith, the person making such determination shall be held harmless against any claim arising out of such determination, including attorneys' fees through any and all appellate reviews.

ARTICLE X INSURANCE; REPAIR AND REPLACEMENT OF DAMAGED PROPERTY

Section 1. General Public Liability. The Board shall maintain, with an insurance company or companies licensed to do business in Florida, non-assessable public liability insurance affording protection in the amounts deemed necessary or desirable by the Board. Such policy shall name On Top of the World Communities, Inc. (or its successor as Lessor under the Uniform Lease), the Association and each Association Member, any lessee and occupant of any Home, the Management Company, if any, and such other parties as Developer or the Management Company shall designate as insured parties and shall protect against liability for any negligent act of commission or omission attributable to them which occurs on or in the Common Properties. Insurance policies providing that the first \$10,000 of loss is uninsured shall be deemed acceptable. Each Owner shall purchase and maintain insurance coverage in like kind and amount with respect to each individual Home of such Owner, except that Developer may maintain a single policy in such amount for all Homes owned by Developer.

Section 2. Property Insurance. To the extent obtainable and as deemed necessary or desirable by the Board, the Board shall also maintain the following insurance: (a) fire and casualty insurance, with all risk coverage, insuring the facilities on the Common Properties and all Dwellings located on the Properties in an amount equal to their full replacement value, excluding excavation and foundations, with no deductions for depreciation, and (b) workers' compensation insurance.

(a) Every hazard policy shall provide that the word "Dwelling" wherever used in the policy include, but not necessarily be limited to, fixtures, installations, or additions comprising that part of the Dwelling within the unfinished interior surfaces of the perimeter walls, floors, and ceilings initially installed, or replacement thereof of like kind or quality, in accordance with the original plans and specifications, or as they existed at the time the Dwelling was initially conveyed if the original plans and specifications are not available. However, the word "Dwelling" does not include floor coverings, wall coverings, or ceiling coverings, solar panels, or skylights, and does not include the following equipment if it is located within a Dwelling, and the Owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, or built-in cabinets and countertops. Further, the insurance coverage maintained by the Association with respect to the Dwellings shall not include coverage against losses resulting from damage to or destruction of any personal property located within the Dwelling.

(b) Insurance policies providing for a loss deductible shall be deemed acceptable. The Board of Directors of the Association shall have the power to adjust the amount of the deductible at its discretion. Any changes shall be accompanied by a notice to Owners not less than thirty (30) days prior to the change, either by U.S. mail or publication in the On Top of the World News.

All such policies shall provide that the insurer waives its right of subrogation against the Association, any Association Member, any lessee or occupant of a Home, the Management Company, if any, Developer and such other parties as Developer or the Management Company shall designate. All insurance premiums for such coverage shall be a common expense and shall be paid from Assessments against the Members as provided herein. Copies of all policies maintained by the Association shall be made available to Members for inspection at all reasonable times.

Section 3. Additional Insurance. In addition to the foregoing, the Board shall have the right to obtain any other insurance it may deem necessary to protect the Association, the Board and officers thereof, Members and property.

Section 4. Repair and Replacement of Damaged Property.

(a) In the event of damage or destruction by fire, flood or other casualty to any Dwelling(s), the Association shall promptly, but in no event later than six (6) months after receipt of the insurance proceeds by the Association, contract for or otherwise substantially start the repair or replacement of the damage or destroyed portions of the Dwelling(s) in a good and workmanlike manner in conformance with the original plans and specifications, and thereafter shall diligently prosecute such repair or replacement. Notwithstanding the foregoing, if such damage is only to interior portions of the Dwelling(s), the individual Owners shall be required to repair and restore such portions of the Dwelling, and the Association shall release any insurance proceeds received by the Association as the result of any such interior damage to the Owner thereof upon receipt of copies of bills for work performed or materials used in such work. If such Owner(s) shall fail to contract for or otherwise substantially start such repairs or restoration and thereafter diligently prosecute same, the Association shall have the right to do so. The total cost of the repair or replacement of any damaged or destroyed Dwelling, and the total cost of any repair or restoration of the interior portions of any Dwelling performed by the Association as provided herein, shall be

paid out of the insurance proceeds paid to the Association, and, to the extent such proceeds are insufficient to complete all such repairs, restoration or replacement, the amount of such insufficiency shall be paid for by the Owner or Owners of such Dwelling(s). If the amount of insufficiency is not paid as and when the same becomes due, such amount may be paid for by the Association, in which event the amount so paid shall be deemed a delinquent Assessment due and payable by the Owner or Owners of, and constituting a lien on, such Owner's or Owners' Home(s) as provided in Article V of this Amended, Restated and Consolidated Declaration.

(b) All insurance proceeds shall be deposited by the Association in a bank or other financial institution, subject to withdrawal only by the signature by an agent duly authorized by the Board.

Section 5. Owner's Liability. Notwithstanding the foregoing, each Owner shall be liable and shall hold all other Owners, the Association, the Management Company, Developer and parties designated by either of them harmless against any expenses, claims, damages, losses or liability resulting from the negligence of such Owner, his family, guests and invitees, to the extent such expenses, claims, damages, losses or liability are not covered by insurance. Each Owner shall pay the Association, as a special Assessment levied against such Owner and constituting a lien on his Home, the amount of any increase in any insurance premium payable by the Association occasioned by such Owner's use, misuse, occupancy of his Home or the Common Properties or the abandonment of his Home.

Section 6. Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance on his or her Dwelling. Such insurance shall be sufficient for necessary repair or reconstruction work. Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on its Dwelling which complies with the provisions of this Section.

ARTICLE XI TAXES

Notwithstanding anything to the contrary contained herein, all real estate taxes, ad valorem taxes, personal property taxes, and other taxes and assessments levied by federal, state, county, municipal. or special taxing authorities having jurisdiction on any and all Lots, Dwellings or Homes shall be assessed and collected on the separate Lots, Dwellings and Homes and not on the Property as a whole. Such taxes and assessments shall be paid by the individual Owners; provided, however, that, if any Owner shall fail to pay such tax or assessment prior to the time that such tax or assessment becomes a lien on such Owner's Lot, Dwelling or Home, the Association may pay such tax or assessment and such amount shall be deemed a delinquent Assessment due and payable by such Owner and constituting a lien against such Owner's Home.

ARTICLE XII USE OF PROPERTY

(a) The use of a Home by a Member or other occupant shall be subject to the conditions and provisions of this Amended, Restated and Consolidated Declaration, the By-Laws, and the

Rules and Regulations of the Board, a copy of which Rules and Regulations of the Association, as from time to time in effect, shall be available for review by any Member at the Association's offices.

(b) Reasonable Rules and Regulations concerning the use of the Property may be made and amended from time to time by the Board without consent of the Home Owners.

ARTICLE XIII TRANSFERS AND MORTGAGES OF PROPERTIES

Section 1. Sale or Assignment. No Owner may sell, dispose, lease or otherwise transfer his interest in a Home or any part thereof without the prior written approval of the Association, which approval may not be withheld for any reason based on race, creed, sex, color or place of natural origin. All deeds or other instruments of conveyance shall state that the Home is subject to this Amended, Restated and Consolidated Declaration and shall include a reference to its recorded book and page in the public records of Marion County, Florida.

Section 2. Gift, Devise an Inheritance. If any Owner shall acquire his Home by gift, devise or inheritance, the occupancy of such Home by such person shall be subject to the approval of the Association.

Section 3. Sublease. No Owner may lease his Home without the prior written consent of the Association, and in no event, may an Owner lease an unfurnished Home for a period of less than one (1) year, or a furnished Home for a period of less than six (6) months and one (1) week. A Home may be leased only in its entirety and no fraction, portion, or room(s) may be leased separately from the entire Home for any form of consideration or benefit. As used herein, the term "lease" shall mean a sublease by an Owner of his right and interest under the Uniform Lease in and to his Lot, and a Lease by such Owner of his right, title and interest in and to the Dwelling located thereon.

Section 4. Other Transfers. If any Owner shall acquire his Home by any manner not considered in the foregoing subparagraphs, including, without limitation, any Approved Lender or any Approved Lender's designee acquiring a Home through foreclosure or by deed in lieu of foreclosure, or the re-entry by On Top of the World Communities, Inc. as lessor under the Uniform Lease, the occupancy of such Home thereby shall be subject to the approval of the Association, excepting for Homes held in joint tenancy, as tenants by the entirety, or as tenants-in-common where the surviving tenant or tenants take by devise or operation of Law.

Section 5. Approval by Association. Approval of the Association as required for the transfer of ownership of Homes shall be by majority vote of the Board and shall be obtained in the following manner:

(a) Sale, Assignment or Lease: Any Owner intending to make a bona fide sale or transfer of his Home, or any interest therein, or a bona fide lease of his Home, shall, not less than thirty (30) days prior to the date scheduled for closing the conveyance of such Home or the

commencement of the term of such lease, give the Association written notice of such intention, together with the name and address of the intended purchaser or lessee, and such other information concerning the intended purchaser or lessee as the Board may reasonably require. All notices given hereunder shall be accompanied by (1) an original executed copy of the proposed contract or lease for such Home; and, (2) the proposed deed or other conveyance instrument that shall state that the Home is subject to this Amended, Restated and Consolidated Declaration and shall include a reference to its recorded book and page in the public records of Marion County, Florida. The prospective purchaser or lessee may be required to attend an in-person interview as part of the review process.

(b) Gift, Devise, Inheritance or Other Transfer: Any person or entity who has obtained an interest in a Home by gift, devise or inheritance, or by any other manner not previously considered, including, without limitation, any Approved Lender mortgagee or Approved Lender designee taking through foreclosure or by deed in lieu of foreclosure, or On Top of the World Communities, Inc., in the case of a re-entry under the Uniform Lease, shall give to the Association such notice of its acquisition of such Home within thirty (30) days after acquiring such interest, together with such information concerning such beneficiary or devisee as the Association may reasonably require, and, except in the case of a re-entry by On Top of the World Communities, Inc., a certified copy of the instrument evidencing such beneficiary's or devisee's interest. In case such person or entity wishes to take occupancy of a Home, such person or entity shall then be considered for approval in the manner provided for contract/vendees and proposed lessees in subparagraph (a) hereof, and if not approved, such person or entity shall have no right to occupy the Home. In any event, such transferee shall have the right to sell or lease the Home, subject to the approval of the proposed purchaser or lessee by the Association as provided in subparagraph (a) hereof.

(c) In the event the notice required hereunder is given to the Association, all information with respect to the proposed purchaser, lessee, or occupant is furnished to the Association and, if requested, such proposed purchaser, lessee, or occupant attends an interview, the Association shall either approve or disapprove such proposed purchaser, lessee, or occupant within thirty (30) days after receipt or completion of all of the aforementioned. If the Association shall fail to either approve or disapprove such proposed purchaser, lessee, or occupant within such thirty (30) day period, the Association shall be deemed to have approved such purchaser, lessee, or occupant and shall thereafter execute any instrument reasonably requested by such purchaser, lessee, or occupant to that effect. The Association shall have the right to disapprove any proposed purchaser, lessee, transferee or occupant for any reason whatsoever other than race, creed, sex, color or place of national origin. The Association may conduct a background check on each prospective occupant, lessee or purchaser at the Owner's expense.

(d) If any notice or information to the Association required pursuant to paragraph (a) or (b) above is not given, then, at any time after receiving actual knowledge of the transaction or event transferring any interest in or possession of a Home, the Association shall have six months thereafter to either approve or disapprove the occupant of such Home.

Section 6. Consent to Transfer.

(a) **Sale:** If a proposed sale is approved by the Association as provided herein, the approval shall be so stated in a certificate executed by the Chairman of the Board, or by any other member of the Board designated by the Chairman to perform such function, which shall thereafter be recorded as an exhibit to the deed in the Official Records of Marion County, Florida, at the expense of the purchaser or assignee. (See Exhibit C for prototype of Consent to Transfer.)

(b) **Occupancy or Lease:** If the proposed transaction is the occupancy of a Home by a transferee or the lease of a Home, the Owner shall be advised of the approval or disapproval of such occupancy or lease by written notice from the Chairman of the Board or by any other member of the Board designated by the Chairman to perform such function.

Section 7. Disapproval by Association. If the Association or its delegate shall disapprove a transfer of ownership or possession of a Home for any reason other than failure to comply with the terms of the Amended, Restated and Consolidated Declaration as set forth in Article XIII, Section 5(a) and (b), the matter shall be disposed of in the following manner:

(a) **Sale, Gift, Devise, Inheritance, or Other Transfers.** Within thirty (30) days after receipt of notice of sale or transfer and information required to be furnished, the Association or its delegate shall deliver or mail by certified or registered mail to the Home Owner an agreement to purchase the Home by the Association or its delegate or by a purchaser approved by the Association, in which event the Home Owner shall sell the Home to the named purchaser on the following terms:

(1) The sales price shall be the contract price or the fair market value of the Home, whichever is lower. In the absence of agreement as to price, the fair market value shall be determined by arbitration in accordance with the then existing laws of the State of Florida governing arbitration agreements, presently being Chapter 682, Florida Statutes, commonly known as the Florida Arbitration Code. The procedure will be as follows:

The Association and the Home Owner shall each select one arbitrator, and the two arbitrators so selected shall select a third arbitrator, and the three arbitrators shall base their determination upon an average of their appraisals of the Home; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared equally by the Home Owner and Purchaser. The arbitrators shall be licensed real estate brokers licensed under the State of Florida.

(2) The purchase price shall be payable in cash.

(3) The sale shall be closed within thirty (30) days of the Agreement for Sale or in the event of arbitration, within thirty (30) days of the Arbitrators' final order or a judgment of specific performance, whichever occurs first.

(4) If the Association shall fail to provide a purchaser upon the demand of a Home Owner in the manner provided, or if the purchaser furnished by the Association, or the Association itself, shall default in its agreement to purchase, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a Consent to Transfer, as elsewhere provided, which shall be recorded in the public records of Marion County, Florida, at the expense of the purchaser.

(b) Lease. If the proposed transaction is a lease, the Home Owner shall be advised of the disapproval in writing, and the lease shall not be made.

Section 8. Mortgage. No Owner may mortgage his Home, or any interest therein, without the prior written consent of the Association, except for a first mortgage to an Approved Lender which first mortgage secures not more than eighty percent (80%) of the purchase price paid for the Home. No Owner at any time may mortgage his Home, or otherwise use his Home as collateral to secure debt of any kind, for more than a total of eighty percent (80%) of the Owner's original purchase price. The approval of any other mortgage shall be upon the terms and conditions as determined by the Association, and may be arbitrarily withheld.

Section 9. Unauthorized Transactions. Any sale, mortgage, lease or other transfer not authorized pursuant to the terms hereof shall be void unless subsequently approved by the Association as herein provided for.

Section 10. Right of Developer and Affiliates to Convey, Mortgage and Sublease. The provisions of this Article XIII shall not apply to Developer and/or its Affiliates, who shall have the right at any time and from time to time to assign, sell, transfer, mortgage, hypothecate, pledge and lease any and all Homes or any interest therein without the consent of the Association.

Section 11. Right of Approved Lender Mortgagees and On Top of the World Communities, Inc. as Lessor Under the Uniform Lease; Purchasers at Foreclosure Sales. The provisions of this Article XIII shall not limit or restrict in any way the right of an Approved Lender mortgagee or its designee to purchase a Home at a foreclosure sale or to accept a deed in lieu of foreclosure in settlement or satisfaction of a mortgage, or to foreclose such mortgage in accordance with the terms of this Amended, Restated and Consolidated Declaration and the laws of the State of Florida, or restrict or limit the right of On Top of the World Communities, Inc., to re-enter a Lot after default by the Owner thereof under the Uniform Lease. Notwithstanding the foregoing, in the event of any such sale, acceptance of a deed in lieu of foreclosure, or reentry, the occupancy of the Home by such purchaser or any designee of such transferee, and the lease and/or subsequent resale of the Home by such transferee, shall be subject to the conditions of this Article XIII.

Section 12. Association's Right to Own Homes. Notwithstanding anything contained herein to the contrary, the Association shall have the unrestricted right, at any time and from time to time, to purchase one or more Homes, in arm's length transactions with Developer, its Affiliates, On Top of the World Communities, Inc., or individual Owners, or at a lien foreclosure sale or mortgage foreclosure sale. In the event of any such purchase by the Association, the purchase price paid by the Association shall be a common expense of the Association and shall be paid out of a special Assessment against the remaining Owners, except that any such purchase not

consented to by Developer, either in writing or by its vote at the Special Meeting held for such purpose, shall be paid for out of a special Assessment against all Owners other than Developer.

Section 13. Age Restriction. On Top of the World (Central) has been designated as housing-for persons fifty-five (55) years of age or older. At least eighty percent (80%) of the Dwellings in the Community must be occupied by at least one person who is fifty-five (55) years of age or older. In order to ensure that the Community qualifies as housing for persons fifty-five (55) years of age or older under the Federal Fair Housing Act (42 U.S.C. 3601, et seq.), satisfies the occupancy and age verification requirements of Rule 100.307 of the U.S. Department of Housing and Urban Development (24 C.F.R. 100.307), and complies with the requirements of the Florida Fair Housing Act (Chapter 760, Florida Statutes) and the rules and regulations of the Florida Commission on Human Relations, a survey of the residents of the Community will be conducted and updated by the Association as and to the extent required by applicable law. Each Occupant shall cooperate with the Association in its efforts to comply with the requirements of the above-mentioned acts and rules and regulations, and with all other applicable laws. Such cooperation shall include (but shall not be limited to) providing to the Association, within 10 days after written request, such information (such as but not limited to identification of whether at least one occupant of the Dwelling is 55 years of age or older and the current age or date of birth of such person) and signed surveys, sworn affidavits, certifications and other reliable, legally sufficient documentation as may be required from time to time by the Association.

Developer and the Association shall have the authority to make any additional capital improvements upon the Common Property necessary to provide facilities or services specifically designed to meet the requirements of the Fair Housing Act, as amended, and other applicable laws.

No child under the age of seventeen (17) years shall be allowed to reside in any Dwelling in the Community. An Owner who owns and occupies his or her own Residential Unit may permit (1) one minor only to reside in the Dwelling with him or her, but only if the minor is at least seventeen (17) years of age and a member of that Owner's family. The test for residency by minors shall be either (a) residency in any Dwelling for any period exceeding one (1) month, accompanied by enrollment in a public or private school or institution located within Marion County, Florida, or (b) residency in any Dwelling for a cumulative period of six (6) months or longer.

Notwithstanding the foregoing, in the event any modification to the Federal Act and the Florida Act which would make less restrictive the requirements for eligibility for the exemption for "housing for older persons" provided by both the Federal and Florida Acts, then, in such event, those less restrictive standards may, in the sole discretion of the Board, be adopted by the Board alone and shall supersede and replace the eighty percent (80%) occupancy standard described herein.

ARTICLE XIV GENERAL PROVISIONS

Section 1. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Amended, Restated and Consolidated Declaration shall be for the benefit of and restricted solely to, the Association and the Owners of

Homes constructed on the Properties and Developer, the Management Company, On Top of the World Communities, Inc., and their respective Affiliates and designees and users of all or any portion of the Contiguous Property; and any Owner may also grant the benefit of such easement, license, right or privilege to his permitted tenants and guests and their immediate families for the duration of their tenancies or visits, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

Section 2. Duration. The covenants and restrictions of this Amended, Restated and Consolidated Declaration shall run with and bind the land, and shall inure to the benefit of the Association, other Owners of any and all Homes, Developer, On Top of the World Communities, Inc., the Management Company, such users and their respective heirs, successors and assigns, until the date of termination of the Uniform Lease. The Association shall also be dissolved on such date.

Section 3. Amendment. Unless specifically prohibited herein, this Amended, Restated and Consolidated Declaration may be amended by the affirmative vote of a majority of the Members represented in person or by proxy at a Special Meeting called for such purpose. Any such amendment shall be evidenced by a certificate signed by the Secretary of the Board and recorded in the Public Records of Marion County, Florida, certifying such vote and setting forth the terms of such amendment. Notwithstanding the foregoing, the easements, licenses, rights and privileges established and created with respect to the Properties by Article IV of this Amended, Restated and Consolidated Declaration shall survive any destruction, reconstruction and relocation of the physical structures located on the Properties, unless such provision is abrogated by the unanimous written consent of all Owners. No modification or amendment to this Amended, Restated and Consolidated Declaration shall be enforceable against any Approved Lender mortgagee who has not consented thereto in writing.

Section 4. Association Assignment/Transfer/Delegation of Powers and Duties.

(a) Notwithstanding anything contained herein to the contrary, the Association, by and through the Board, shall have the right to delegate all of its powers, duties and authority hereunder to a management company (the "Management Company"), which Management Company may or may not be an Affiliate. In the event that a management agreement is entered into by the Association, then, subject to the terms and conditions of such management agreement, the Management Company shall have all of the rights, powers, duties, authority and obligations of the Association and its Board hereunder; provided, however, that any and all actions and matters which, under the terms of this Amended, Restated and Consolidated Declaration, or the Articles of Incorporation or By-Laws of the Association, expressly require a specified vote of the Board and/or of the Members of the Association, shall continue to require such vote, and no such action may be taken or matter disposed of by the Management Company without the required vote of the Board and/or the Members of the Association. The fee payable by the Association under any management agreement entered into by the Association shall be a common expense of the Association and shall be included in the common expense Assessment charged against the Owners as provided herein.

(b) In addition, the Association, by and through the Board, shall have the right to delegate or transfer to any governmental or quasi-governmental entity, such as a Community Development District (a "CDD"), its maintenance responsibility as provided in Article IX of this Amended, Restated and Consolidated Declaration.

(c) The Association shall have the right to dedicate or transfer all or any part of its right, title or interest in the Common Properties to any governmental or quasi-governmental entity, such as a Community Development District (a "CDD"), subject to such conditions as may be agreed to by the Board, in the manner provided in the Articles of Incorporation and the By-Laws.

Section 5. Enforcement: Right of Association to Sue.

(a) Each and every beneficiary hereof as set forth in Section 1 of this Article XIV shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate same, to restrain violation of the covenant(s) or restriction(s) and/or to recover damages. The Association and those other parties specifically given the right thereto herein shall have the right against the applicable Owner and his Home to enforce any lien created by these covenants. Failure by any such party to enforce any covenant or restriction herein contained or a lien granted hereunder shall in no event be deemed a waiver of the right to do so thereafter. Where litigation occurs to enforce these covenants and restrictions or recover damages or to enforce any lien created by these covenants and restrictions, the prevailing party in such litigation shall be entitled to recover court costs and a reasonable attorneys' fee, including court costs and reasonable attorney's fees in any appellate proceeding.

(b) The Association shall have the right to institute, maintain, settle and appeal legal proceedings, actions and hearings in its name on behalf of all Members concerning matters of common interest, but the Association shall not have the right to maintain a class action in the name of its Members in a State or Federal court.

(c) The Association may sue or be sued with respect to the exercise or non-exercise of its powers.

Section 6. Disposition of Assets Upon Dissolution of Association. Upon dissolution of the Association as provided in Section 2 above, the assets of the Association shall devolve upon On Top of the World Communities, Inc., or its successor or assign as Lessor under the Uniform Lease.

Section 7. Governing Law. This Amended, Restated and Consolidated Declaration shall be construed and enforced in accordance with the laws of the State of Florida.

Section 8. Gender. Words of gender used in this Amended, Restated and Consolidated Declaration shall include any other gender, and words in the singular number shall include the plural, when the sense requires.

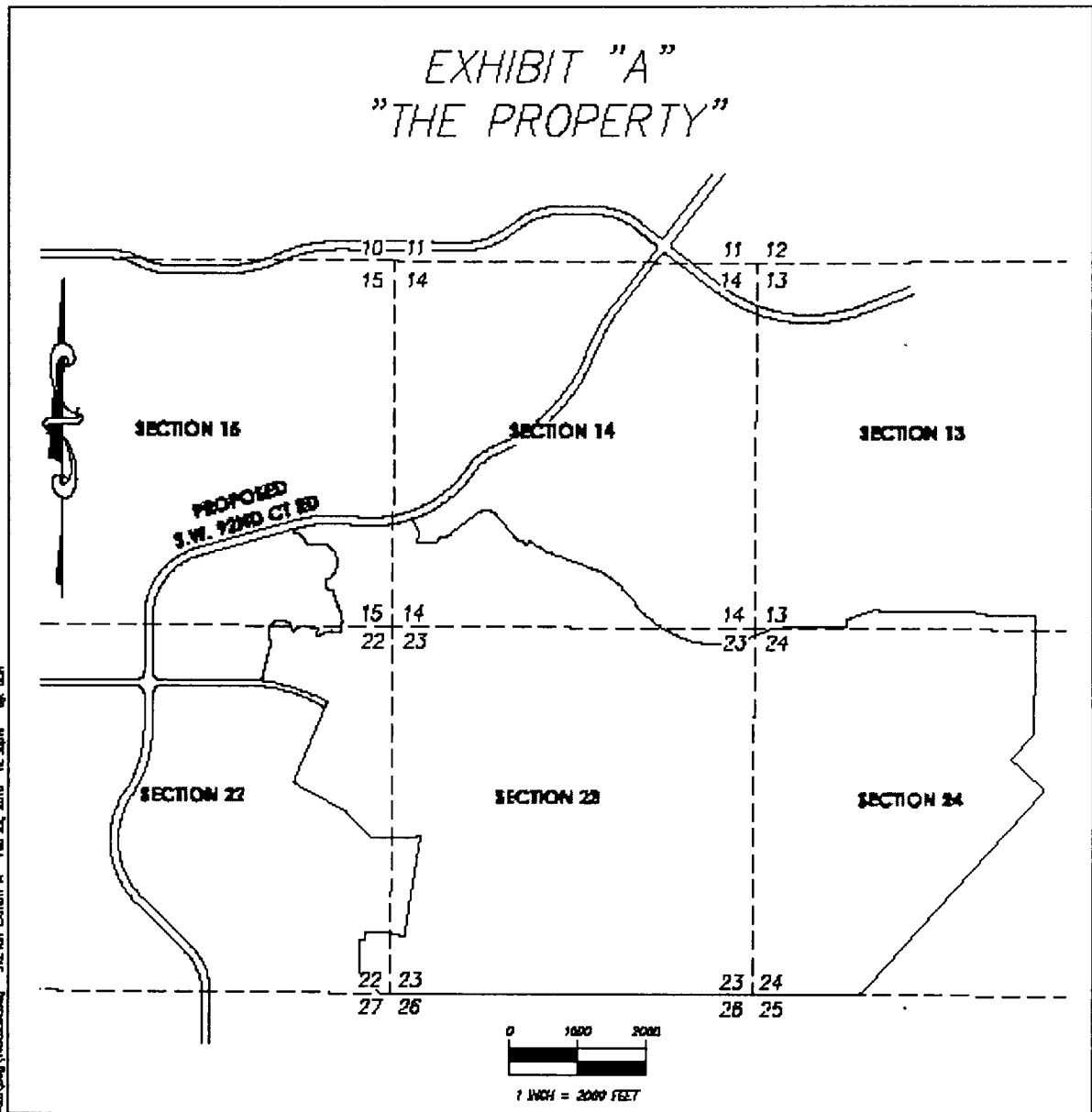
Section 9. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Amended, Restated and Consolidated Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 10. Administration. The administration of the Association shall be in accordance with the provisions of the Association Articles of Incorporation and By-Laws.

Section 11. Severability. Invalidity of any of the covenants or restrictions contained in this Amended, Restated and Consolidated Declaration by judgment or court order shall in no way affect any of the remaining covenants or restrictions hereof and the same shall continue in full force and effect.

Section 12. Related Associations. Developer may in its sole discretion determine that, in connection with the development of Dwellings, facilities and Common properties on portions of the Contiguous Property, separate associations of the Owners of Homes in such areas may be appropriate or necessary. Therefore, separate associations may be organized by Developer with respect to such developments and in such cases the Association named herein shall have no rights or responsibilities with respect to such developments or the Common Properties related thereto, even though Supplemental Declarations are otherwise filed with respect to such developments. Developer may create a separate "umbrella" organization of the Association and all such other associations for such purposes as Developer may determine provided only that the intent of Developer in doing so is not inconsistent with the development scheme described herein. The Association named herein will become a member of or owner in such umbrella organization of associations if, as and when such organization is organized by Developer.

**EXHIBIT A
THE PROPERTY**



**COMPOSITE SKETCH
-OF-
THE PROPERTY**

SECTIONS 13, 14, 15, 22, 23 & 24, TOWNSHIP 19 SOUTH,
RANGE 26 EAST

MARION COUNTY FLORIDA

JCH
CONSULTING GROUP, INC.

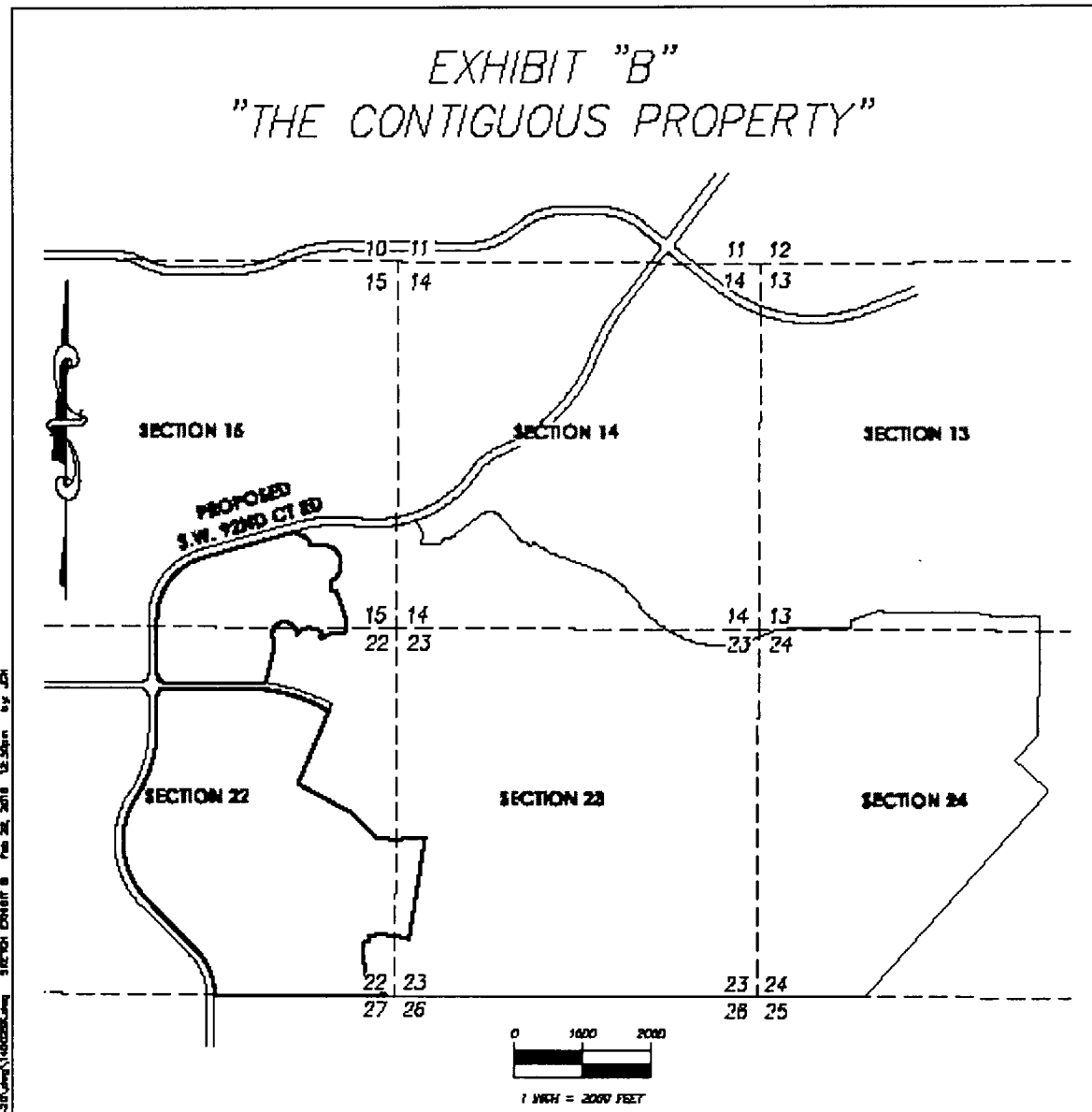
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
12345 WILSON ROAD, SUITE 100, TAMPA, FLORIDA 33606
PHONE: 813.456.7890 FAX: 813.456.7891 WWW.JCHGROUP.COM
CERTIFICATE OF AUTHORIZATION - L.S. 995

PREPARED FOR:
**ON TOP OF THE WORLD
COMMUNITIES, INC.**

DATE: 02/19/2018
SCALE: 1" = 2000'

PROJECT: 14001PSK
DRAWN BY: CJH
CHECKED BY: CJH

**EXHIBIT B
THE CONTIGUOUS PROPERTY**



COMPOSITE SKETCH
-OF-
THE CONTIGUOUS PROPERTY
SECTIONS 13, 22, & 23, TOWNSHIP 18 SOUTH, RANGE 20 EAST
MARION COUNTY FLORIDA

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • GIS
1125 W. WILSTON ROAD, OCALA, FLORIDA 34476
PHONE: 352-238-1125 FAX: 352-238-1125 WWW.JCH-FLA.COM
CREATIVITY MEETS ACCURACY - JCH

PREPARED FOR:
**ON TOP OF THE WORLD
COMMUNITIES, INC.**
DATE: 02/19/2018
SCALE: 1" = 2000'
PROJ: 140259K
DRAWN BY: C.J.H.
CHECKED BY: C.J.H.

EXHIBIT C
CONSENT TO TRANSFER

Consent to Transfer

The undersigned, by virtue of the authority vested in it, does hereby consent to the assignment of Leasehold interest by virtue of the Warranty Leasehold Estate Deed from

the Grantor

to

the Grantee on the following described property:

BUILDING/UNIT: _____ ADDRESS: _____

Legal Description: LOT _____, _____, according to the map or plat thereof, as recorded in Plat Book _____, Pages _____, of the Public Records of Marion County, Florida.

Note that this property and Leasehold interest is subject to the Amended, Restated and Consolidated Declaration of Covenants, Restrictions, Easements, Charges and Liens for On Top of the World (Central) recorded in the Public Records of Marion County, Florida at OR Book _____, Page _____.

Witnesses:

ON TOP OF THE WORLD COMMUNITIES, INC.
For itself and as successor by merger to:
L'HAYIM CORPORATION

Witness

Print _____

By: _____
_____, President

Witness

Print _____

STATE OF FLORIDA
COUNTY OF MARION

I HEREBY CERTIFY that on this ____ day of _____, 20__, before me, an officer duly authorized to take acknowledgments, personally appeared _____, as President of On Top of the World Communities, Inc., Lessor, personally known to me to be the person described in and who executed the foregoing instrument, that he acknowledged before me that he executed the same for the uses and purposes expressed.

Notary Public

My Commission expires:

Witnesses:

ON TOP OF THE WORLD (CENTRAL) OWNERS
ASSOCIATION, INC.

Witness

Print _____

By: _____
_____, Chairman

Witness

Print _____

STATE OF FLORIDA
COUNTY OF MARION

I HEREBY CERTIFY that on this ____ day of _____, 20__, before me, an officer duly authorized to take acknowledgments, personally appeared _____, as Chairman of On Top of the World (Central) Owners Association, Inc., personally known to me to be the person described in and who executed the foregoing instrument, that he acknowledged before me that he executed the same for the uses and purposes expressed.

Notary Public

My Commission expires:

(for illustrative purposes only; actual lot, yard and improvements may vary from that shown below)

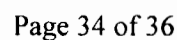
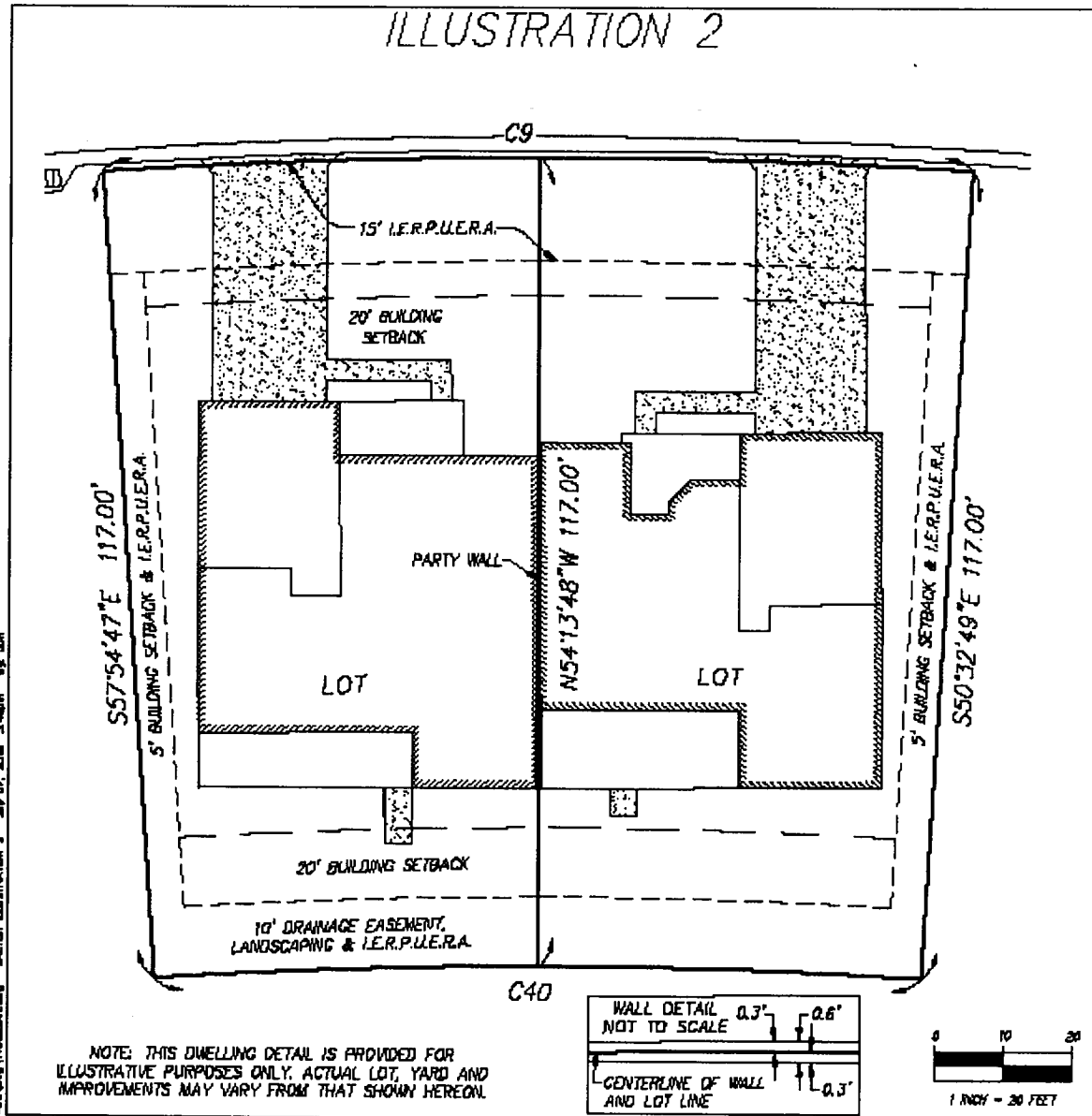


ILLUSTRATION 2 TYPICAL DWELLING DETAIL

(for illustrative purposes only; actual lot, yard and improvements may vary from that shown below)



COMPOSITE SKETCH
-OF-
TYPICAL DWELLING DETAIL

MARION COUNTY FLORIDA



PREPARED FOR:
ON TOP OF THE WORLD
COMMUNITIES, INC.

DATE: 04/07/2018
SCALE: 1" = 20'

PROJ. MGR./DOR
DRAWN BY: C.J.H.
CHECKED BY: C.J.H.

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, the undersigned authority, this day personally appeared C. Guy Woolbright, who, after being first duly sworn, deposes and says to the best of his knowledge and belief:

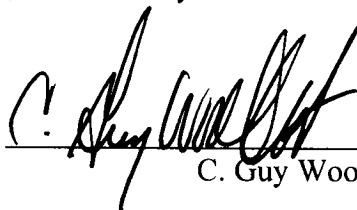
1. I serve as the Secretary-Treasurer of the Board of Directors of On Top of the World (Central) Owners Association, Inc. (the "Association").

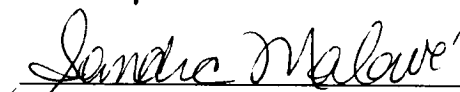
Following a vote of Association members to approve the foregoing Amended, Restated and Consolidated Declaration of Covenants, Restrictions, Easements, Charges and Liens for On Top of the World (Central) Owners Association, Inc., all known mortgagees of lots within the community were provided with notice of the Amended, Restated and Consolidated Declaration of Covenants, Restrictions, Easements, Charges and Liens for On Top of the world (Central) Owners Association, Inc. in accordance with Section 720.306, Florida Statutes for their review and consent or objection.

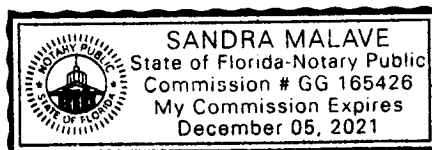
2. No objection was received from any mortgagee within the timeframe allowed by Section 720.306, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.

Sworn to and subscribed before me this 11th day of September, 2018 by C. Guy Woolbright, who is personal known to me, as Secretary-Treasurer of On Top of the World (Central) Owners Association, Inc.


C. Guy Woolbright


Notary Public
My commission expires: 12/05/21



THIS INSTRUMENT PREPARED BY:

Peter J. Fides, II, Esq.
Greenberg Traurig, P.A.
450 South Orange Avenue, 6th Floor
Orlando, Florida 32801
PLEASE RETURN TO:
On Top of the World (Central)
Owners Association, Inc.
Attn: Erica Torres
8447 SW 99th Street Road
Ocala, FL 34481

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
DATE: 02/08/2010 10:55:31 AM
FILE #: 2010010927 OR BK 05314 PGS 1696-1718

RECORDING FEES 197.00

**SECRETARY'S CERTIFICATE REGARDING AMENDMENTS TO THE ARTICLES
OF INCORPORATION AND BY-LAWS OF ON TOP OF THE WORLD (CENTRAL)
OWNERS ASSOCIATION, INC.**

The undersigned Secretary of On Top of the World (Central) Owners Association, Inc., a Florida not-for-profit corporation (the "Association"), does hereby certify that attached to this Secretary's Certificate as Exhibit "A" and Exhibit "B", respectively, and incorporated herein by this reference, are true, correct and complete copies of the **ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF ON TOP OF THE WORLD (CENTRAL) OWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION** and the **SECOND AMENDED AND RESTATED BY-LAWS OF ON TOP OF THE WORLD (CENTRAL) OWNERS ASSOCIATION, INC.** which were both adopted and approved by at least sixty six percent (66%) of the entire membership of the Board of Directors of the Association and by at least sixty six percent (66%) of the entire membership of the Association.

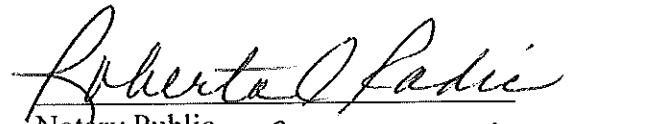
IN WITNESS WHEREOF, the undersigned Secretary has executed this Secretary's Certificate on the 11th day of January, 2010.


Guy Woolbright, Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF MARION)

The foregoing Secretary's Certificate was acknowledged before me on this 11th day of January, 2010, by Guy Woolbright, as Secretary of On Top of the World (Central) Owners Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation. He is personally known to me.

NOTARY STAMP:

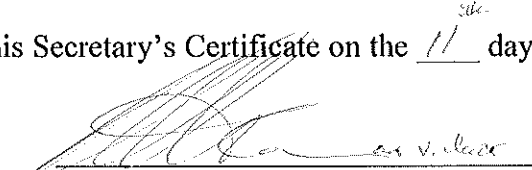

Notary Public
Printed Name: ROBERTA A. RADIC



ROBERTA A. RADIC
MY COMMISSION # DD 736070
EXPIRES: November 28, 2011
Bonded Thru Budget Notary Services

I, Kenneth D. Colen, in my capacity as the Vice Chairman of the Association, do hereby certify that the signature set forth in the foregoing Secretary's Certificate is the true and genuine signature of Guy Woolbright, and that he is the Secretary of the Association.

IN WITNESS WHEREOF, I have executed this Secretary's Certificate on the ^{5th} 11 day of January, 2010.


Kenneth D. Colen, Vice Chairman

STATE OF FLORIDA)
) ss:
COUNTY OF MARION)

The foregoing instrument was acknowledged before me on this 11th day of January, 2010, by Kenneth D. Colen, as Vice Chairman of On Top of the World (Central) Owners Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation. He is personally known to me.

NOTARY STAMP:



ROBERTA A. RADIC
MY COMMISSION # DD 736070
EXPIRES: November 28, 2011
Bonded Thru Budget Notary Services

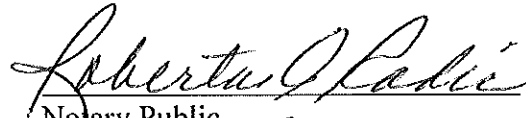

Notary Public
Printed Name: ROBERTA A. RADIC

EXHIBIT "A" TO SECRETARY'S CERTIFICATE

**ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF
ON TOP OF THE WORLD (CENTRAL) OWNERS ASSOCIATION, INC.**

[Please see attached]

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
ON TOP OF THE WORLD (CENTRAL) OWNERS ASSOCIATION, INC., A FLORIDA
NOT-FOR-PROFIT CORPORATION

FILED
2013 JUN 26 PM 1:37
CLERK OF CIRCUIT COURT
IN AND FOR THE COUNTY OF DADE, FLORIDA

Pursuant to Section 617.1006, *Florida Statutes*, the undersigned Florida not-for-profit corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. Name. The name of the corporation is ON TOP OF THE WORLD (CENTRAL) OWNERS ASSOCIATION, INC. (the "Corporation").

2. Amendments.

(a) Directors. Section 1 of Article XII of the Articles of Incorporation is deleted and replaced by the following:

"1. The affairs of the Association shall be managed by a Board of Directors consisting of either five (5) or seven (7) Directors. The actual number of directorships in existence from time to time shall be determined by majority vote of the Board of Directors; provided, however, that: (1) there shall always be an odd number of positions on the Board of Directors; (2) no reduction in the number of directorships shall deprive any incumbent Director of the right to serve out the remainder of that Director's unexpired term; and (3) any vacancy created by an increase in the number of directorships shall be filled by the Board and each Director appointed by the Board to fill a newly-created directorship shall serve until the next election of Directors. Each member of the Board of Directors shall be an appointee or designee of Developer (or its successors or assigns), a Member of the Association, any natural person elected by vote of the Members, or, in the event of ownership of a Home by a corporation, trust or other legal entity, an officer or designated agent of such corporation, trust or other legal entity. Excepting the original Board of Directors, the term of each member of the Board of Directors shall be two (2) years, and shall continue thereafter until such Director's successor is duly elected and qualified or until such Director is removed. The terms of the Directors may be staggered."

(b) 55 and Older Community. A new Article XX is added to the Articles of Incorporation which reads as follows:

"ARTICLE XX
55 AND OLDER COMMUNITY

The Community has been designated as housing for persons who are fifty five (55) years of age or older. At least eighty percent (80%) of the Residential Units in

the Community must be occupied by at least one person who is fifty five (55) years of age or older. In order to ensure that the Community qualifies as housing for persons fifty five (55) years of age or older under the Federal Fair Housing Act (42 U.S.C. 3601, et seq.), satisfies the occupancy and age verification requirements of Rule 100.307 of the U.S. Department of Housing and Urban Development (24 C.F.R. 100.307), and complies with the requirements of the Florida Fair Housing Act (Chapter 760, Florida Statutes) and the rules and regulations of the Florida Commission on Human Relations, a survey of the residents of the Community will be conducted and updated by the Association as and to the extent required by applicable law. Each Occupant shall cooperate with the Association in its efforts to comply with the requirements of the above-mentioned acts and rules and regulations, and with all other applicable laws. Such cooperation shall include (but shall not be limited to) providing to the Association, within 10 days after written request, such information (such as but not limited to identification of whether at least one occupant of the Residential Unit is fifty five (55) years of age or older and the current age or date of birth of such person) and signed surveys, sworn affidavits, certifications and other reliable, legally sufficient documentation as may be required from time to time by the Association.

Developer and the Association shall have the authority to make any additional capital improvements upon the Common Property necessary to provide facilities or services specifically designed to meet the requirements of the Fair Housing Act, as amended, and other applicable laws.

No child under the age of seventeen (17) years shall be allowed to reside in any Residential Unit in the Community. An Owner who owns and occupies his or her own Residential Unit may permit one (1) minor only to reside in the Residential Unit with him or her, but only if the minor is at least seventeen (17) years of age and a member of that Owner's family. The test for residency by minors shall be either (a) residency in any Residential Unit for any period exceeding one (1) month, accompanied by enrollment in a public or private school or institution located within Marion County, Florida, or (b) residency in any Residential Unit for a cumulative period of six (6) months or longer.

Notwithstanding the foregoing, in the event any modification to the Federal Act and the Florida Act which would make less restrictive the requirements for eligibility for the exemption for "housing for older persons" provided by both the Federal and Florida Acts, then, in such event, those less restrictive standards may, in the sole discretion of the Board, be adopted by the Board alone and shall supersede and replace the eighty percent (80%) occupancy standard described herein."

3. Effective Date. This amendment is effective upon the filing of a copy of these Articles of Amendment with the Florida Department of State.

4. Approval. This amendment was adopted and approved by the affirmative vote of not less than sixty six percent (66%) of the entire membership of the Board of Directors of the Corporation at a meeting of the Board of Directors which was duly noticed and held on October 21, 2009. This amendment was also adopted and approved by the affirmative vote of not less than sixty six percent (66%) of the entire membership of the Corporation at a meeting of the members which was duly noticed and held on December 16, 2009. The said numbers of votes cast for the amendment by the directors and the members were sufficient for approval.

IN WITNESS WHEREOF, these Articles of Amendment have been executed this 11th day of January, 2010.

WITNESSES:

ON TOP OF THE WORLD (CENTRAL)
OWNERS ASSOCIATION, INC.

Patricia A. Soriano
Witness Signature
Printed Name: Patricia A. Soriano

By: [Signature]
Name: _____
Title: Kenneth D. Colon Vice Chairman

Roberta A. Radic
Witness Signature
Printed Name: ROBERTA A. RADIC

STATE OF FLORIDA)
)
COUNTY OF Marion) ss:

The foregoing instrument was acknowledged before me this 11th day of January, 2010, by KENNETH D. COLON, the VICE CHAIRMAN of On Top of the World (Central) Owners Association, Inc., on behalf of the said corporation. He is personally known to me.

NOTARY STAMP:

Roberta A. Radic
Signature of Notary Public
Printed Name: ROBERTA A. RADIC

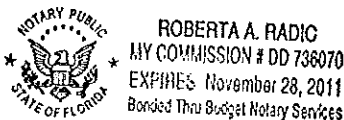


EXHIBIT "B" TO SECRETARY'S CERTIFICATE

**SECOND AMENDED AND RESTATED BY-LAWS OF ON TOP OF THE WORLD
(CENTRAL) OWNERS ASSOCIATION, INC.**

[Please see attached]

**SECOND AMENDED AND RESTATED BY-LAWS
OF
ON TOP OF THE WORLD (CENTRAL) OWNERS ASSOCIATION, INC.**

ON TOP OF THE WORLD (CENTRAL) OWNERS ASSOCIATION INC. (the "Association"), a corporation not-for-profit incorporated under the laws of the State of Florida, and organized for the purpose of administering portions of phased community located in Marion County, Florida known as ON TOP OF THE WORLD (CENTRAL) (hereinafter, the "Community"), hereby adopts the following Second Amended and Restated By-Laws (hereinafter, "By-Laws") for the management and operation of the Association.

**Article I
DEFINITIONS**

Section 1. Definitions

The following words when used in these By-Laws shall, unless the context otherwise prohibits, have the meanings set forth below:

(a) "Declaration" shall mean and refer to each Declaration of Covenants, Restrictions, Easements, Charges and Liens executed by L'Hayim Corporation, a Florida corporation and/or On Top of the World, Inc., a Florida corporation (now known as On Top of the World Communities, Inc.), each having an office at 8447 Southwest 99th Street Road, Ocala, Florida 34481 ("Developer"), as recorded or to be recorded in the Public Records of Marion County, Florida, that grants the Association jurisdiction over the Community.

(b) All other capitalized words contained but not expressly defined in these By-Laws shall have the meaning attributed thereto in the Declaration.

**Article II
OFFICE; SEAL**

Section 1. Office

The Office of the Association shall be at 8447 Southwest 99th Street Road, Ocala, Florida 34481 or such place as may subsequently be designated by the Board of Directors of the Association.

Section 2. Seal

The Seal of the Association shall bear the name of the Association as incorporated, the word "Florida" the words "Corporation not-for-profit," and the year of incorporation.

Article III MEMBERS

Section 1. Qualification

All Owners of Homes in the Properties, including Developer, shall be Members of the Association.

Section 2. Change of Membership

After receiving the approval of the Association as required in the Declaration, change of membership in the Association shall be established by recording in the Public Records of Marion County, Florida, a deed or other instrument establishing record title to a home in the name of the Member or Members, and by delivering to the Association a copy of such recorded instrument. The owner designated by such instrument thereby becomes a Member of the Association and the membership of the prior owner is thereby terminated.

Section 3. Voting Rights

Each Member shall be entitled to one vote for every Home owned by them for the purpose of electing Directors and for transacting any other business of the Association expressly requiring a specified vote of the Members. For purposes of this Article III, Developer shall be deemed a Member of the Association for each and every Home owned by Developer as determined in accordance with the provisions of Article XI of the Articles of Incorporation of the Association, and shall be entitled to one (1) vote for each and every such Home. In no event shall there be more than one vote cast for any single Home. The vote of the Members who are the Owners of an interest in a single Home shall be cast by the person named in a certificate signed by all such Members filed with the Secretary of the Association. If such Home is owned by a corporation or other entity, the vote of such Member shall be cast by the person named in a certificate duly executed by such entity and filed with the Secretary of the Association.

Article IV MEETINGS OF MEMBERS

Section 1. Annual Meeting

The Annual Meeting of the Members of the Association shall be held at such location within the existing or future portions of the overall planned development generally known as On Top of the World or Circle Square Ranch in Marion County, Florida as may be designated in the notice of meeting, at 10:00 A.M., Eastern Standard Time, on the first Monday in December of each year, or on such other date and time during the month of December as otherwise designated by notice to the Members given in the manner set forth in Section 3 of this Article IV. The Annual Meeting shall be held for the purpose of electing Directors (at such time as the Members are entitled to elect any members of the Board of Directors as provided in Section 2, Article XII of the Articles of Incorporation of the Association), and for transacting any other business authorized to be transacted by the Members.

Section 2. Special Meeting

Special Meetings of the Members of the Association shall be held at such location within the existing or future portions of the overall planned development generally known as On Top of the World or Circle Square Ranch in Marion County, Florida as may be designated in the notice of meeting, whenever called by the Board of Directors, and must be called by the Board upon receipt of a written request from a majority of the entire membership of the Association. A Special Meeting of the Members to recall a member or members of the Board of Directors or for any other proper purpose may be called by written request of at least ten percent (10%) of the entire membership of the Association. The notice of the Special Meeting shall state the purpose of the meeting. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

Section 3. Notices of Members Meetings

The Association shall give all Members notice of all membership meetings, which notices shall be mailed, delivered, or electronically transmitted to the Members not less than fourteen (14) days prior to the meeting; however, a Member must consent in writing to receiving notice by electronic transmission. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting of the Members, the Association may conspicuously post and repeatedly broadcast the notice and the agenda on one or more cable television system channels serving the community. Members may waive notice of specific meetings by written notice to the Secretary of the Association.

Section 4. Quorum; Adjourned Meetings

The percentage of votes in the Association required to constitute a quorum at a meeting of the Members shall be twenty percent (20%) of the total number of votes in the Association, including, but not limited to, the votes held by the Developer. Decisions that require a vote of the Members must be made by the concurrence of at least a majority of the votes of the Members present, in person or by proxy, at a meeting at which a quorum has been attained. If a quorum is not attained at any meeting, the Members present, in person or by proxy, at such meeting shall have power to adjourn or continue the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present, in person or by proxy, and if any Member meeting is adjourned or continued due to the absence of a quorum at that meeting, the quorum requirement for the conduct of business at the reconvened meeting shall automatically reduce to fifteen percent (15%) of the total number of votes of the Association, or their duly appointed proxies. No more than one (1) Owner or proxy as to any Home shall be counted in determining the presence of a quorum, and no more than one (1) vote may be cast on behalf of any Home.

Section 5. Proxies

Unless otherwise provided by law or the governing documents of the Association, the votes of the Members may be cast in person or by proxy. Each proxy must be dated, must state the date, time, and place of the meeting for which it is given, must be signed by an authorized person, and must be filed with the Secretary of the Association by any lawful means, including, but not limited

to, hand delivery, U.S. Mail, e-mail transmission of a scanned copy, or fax transmission. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. Every proxy shall be revocable at any time at the pleasure of the Member executing it by filing with the Secretary of the Association a written revocation prior to the date of the meeting for which the proxy was given. Except when limited proxies are required by applicable law or these By-Laws, in which case general proxies may not be used, Members may vote by general proxy (i.e., the proxy is permitted to vote at his or her discretion on any issue presented at the meeting) or limited proxy (i.e., the proxy is required to vote in a particular way on a specific issue and the Member's vote must be counted as indicated on the limited proxy form). Limited proxies and general proxies may be used to establish a quorum.

Section 6. Order of Business

At Annual Meetings, and as far as practical and where appropriate, at all Special Meetings, the order of business shall be as follows:

- (a) Call to order by the presiding chairman of the meeting.
- (b) Introduction of the Board of Directors and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and approval of minutes of last meeting, or waiver of reading of minutes, and disposal of any unapproved minutes.
- (e) Appointment of inspectors of elections.
- (f) Reports from Board of Directors.
- (g) Election of Directors.
- (h) Member comments.
- (i) Adjournment.

Section 7. Right to Participate

All Members shall have the right to participate in meetings of Association, subject to reasonable rules adopted by the Board of Directors governing the frequency, duration and manner of participation.

Article V DIRECTORS

Section 1. Board of Directors

The affairs of the Association shall be managed by the Board of Directors, which shall consist of either five (5) or seven (7) Directors. Each member of the Board of Directors shall be an appointee or designee of Developer (or its successors or assigns), a Member of the Association, any natural person elected by vote of the Members, or, in the event of ownership of a Home by a corporation, trust or other legal entity, an officer or designated agent of such corporation, trust or other legal entity.

Section 2. Election of Directors

At such time as the Members other than Developer have the right to elect any members to the Board of Directors as provided in Section 2 of Article XII of the Articles of Incorporation of the Association, the election of Directors shall be conducted in the following manner:

(a) Election of Directors to fill open or expiring positions on the Board of Directors shall be held at the annual Members' meeting or at a Special Election Meeting as hereinafter provided.

(b) Members other than Developer shall first vote on whether or not to re-elect the current Board of Directors (or to elect a slate of Directors proposed by the current Board of Directors); and if a majority of the Members (other than Developer) represented at such meeting vote to re-elect the current Board of Directors (or to elect a slate of Directors proposed by the current Board of Directors), then the current Board of Directors (or, if applicable, the slate of Directors proposed by the Board), shall serve as the Board of Directors for the duration of their terms or until removed as hereinafter provided. If a majority of such Members do not vote to re-elect the current Board (or, if applicable, in favor of the slate of Directors proposed by the Board), then such Members may elect one or more Directors (subject to Developer's rights under Section 2 of Article XII of the Articles of Incorporation to appoint members to the Board of Directors) nominated in accordance with the following: A nominating committee of five (5) members shall be appointed by the Board of Directors. The nominating committee shall submit names for nomination to the Board of Directors within thirty (30) days following its appointment. Within fifteen (15) days following the submittal of the names by the nominating committee, the Board shall schedule a Special Election Meeting to be held no greater than sixty (60) days following the nominating committee's report. Not less than thirty (30) days before the Special Election Meeting, a ballot listing all candidates shall be mailed or delivered to Members. Nominations for Directors shall only be received from the nominating committee, and no nominations shall be solicited or accepted at the Special Election Meeting; provided, however, that a Member may nominate himself or herself as a candidate for the Board at a meeting where the election is to be held.

(c) The election shall be by written ballot and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 3. Term of Each Director's Service

Excepting the original Board of Directors, the term of each member of the Board of Directors shall be two (2) years, and shall continue thereafter until such Director's successor is duly elected and qualified or until such Director is removed in the manner hereinafter provided or as provided by law. The terms of the Directors may be staggered.

Section 4. Organizational Meeting

The organizational meeting of the newly-elected Board of Directors shall be held within ten (10) days after their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected.

Section 5. Meetings of the Board of Directors

Meetings of the Board of Directors may be called by the Chairman of the Board, and must be called by the Secretary of the Board at the written request of at least forty percent (40%) of the members of the Board of Directors.

Section 6. Notice

Notice of each Board meeting shall be given to each member of the Board personally or by mail, telephone or electronic transmission. Any Director may waive notice of a specific meeting by written notice to the Secretary of the Association. Notices of all Board meetings shall also be posted in a conspicuous place in the community at least forty eight (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, delivered or sent by electronic transmission to each Member at least seven (7) days before the meeting, except in an emergency; however, a member must consent in writing to receiving notice by electronic transmission. Notwithstanding this general notice requirement, the Association may utilize a reasonable alternative to posting or mailing of notice for each Board meeting, including, but not limited to, publication of notice, provision of a schedule of Board meetings, or the conspicuous posting and repeated broadcasting of the notice on one or more cable television system channels serving the community. Written notice of any Board meeting at which special assessments will be considered or at which amendments to rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously in the community or broadcast on one or more cable television channels not less than fourteen (14) days before the meeting.

Section 7. Quorum for Board of Directors Meetings

A quorum for a meeting of the Board of Directors shall consist of a majority of the number of directors established and adjusted from time to time by the Board of Directors pursuant to the Articles of Incorporation. Any action requiring a vote of the Board may be approved by a majority of the votes cast at a meeting of the Board of Directors at which a quorum is present. If there is less than a quorum present at any meeting of the Board of Directors, the majority of those directors present may adjourn and reconvene the meeting from time to time until a quorum is present. At a meeting called subsequent to such adjournment, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director

in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 8. Presiding Officer of Directors Meeting

The presiding Officer of a meeting of the Board of Directors shall be the Chairman of the Board if such an Officer has been elected. In the absence of the presiding Officer, the Directors present shall designate one of their number to preside.

Section 9. Compensation

The members of the Board of Directors shall serve without compensation, except by unanimous approval of all the members of the Board of Directors, and subject to approval of a majority of the voting Members represented in person or by proxy at a Special Meeting called for such purpose.

Section 10. Removal of Directors

Any member of the Board of Directors (other than those appointed by Developer) may be recalled and removed from office, with or without cause, at a Special Meeting called for such purpose, by the vote of a majority of the Members represented in person or by proxy at such Special Meeting, or by an agreement in writing signed by a majority of all Members entitled to vote. To do so, a written petition requesting recall or removal of a specified member must be filed with the Secretary of the Association. If removal for cause is sought, said petition must clearly state the name of the member or the members of the Board of Directors sought to be removed, together with a clear, concise statement of the reasons for seeking their removal. Thereafter, a Special Meeting of the Members to recall a member or members of the Board of Directors may be called by giving at least fourteen (14) days' notice of the meeting; and this notice shall state fully the purpose of the meeting. In the event a Director(s) is recalled or removed as provided herein, a new Director(s) shall be elected according to the provisions set forth in Section 2 of this Article V to fill the unexpired term of such Director(s).

Section 11. Members Rights to Attend and Speak

Meetings of the Board of Directors or its committee at which a quorum is present shall be open to all Members; provided, however, that, as provided in Subsections 720.303(2)(a) and (b), *Florida Statutes*, Members' rights to attend meetings of the Board of Directors do not apply to any meeting between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege or to any meeting between the Board or a committee and the Association's attorney, with respect to meetings of the Board held for the purpose of discussing personnel matters. The Members' rights to speak at the meeting shall be subject to reasonable rules adopted by the Board of Directors with respect to the frequency, duration and manner of Member statements.

Section 12. Action Without A Meeting

Anything to the contrary herein notwithstanding, to the extent lawful, any action required or which may be taken at any meeting of Directors, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by

Directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of the Board of Directors at which all Directors were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving Directors having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association, or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by Directors having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Directors who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

Article VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers and Duties

All of the powers and duties of the Association shall be exercised by the Board of Directors. The Board of Directors shall have all of the powers and duties set forth in the Declaration, these By-Laws, and all other powers reasonably necessary to perform such duties. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

(a) To make and collect Fees against Members to pay the costs of the common expenses of the Association, including, without limitation, all real estate and ad valorem taxes assessed against the Common Properties, insurance premiums on the insurance maintained by the Association on the Common Properties and the Homes pursuant to the Declaration, the cost of maintenance, repair and replacement of the Common Properties and the maintenance and repair of those portions of the Dwellings required to be maintained and repaired by the Association, the rent payable by each Member under the lease of such Member's Lot from L'Hayim Corporation or On Top of the World, Inc. (now known as On Top of the World Communities, Inc.), the fee or rental payable under any and all management, recreational, water supply, sewage disposal and other contracts or leases entered into by or on behalf of the Association, and all other costs and expenses necessary to perform the duties of the Association as set forth herein and in the Declaration.

(b) To use the proceeds of Fees in the exercise of its powers and duties.

(c) To maintain, repair and/or replace the Common Properties, including, without limitation, machinery, equipment, roadways, sidewalks, street lights, underground conduits, landscaping, security gates, fences, guard houses and other improvements located thereon or otherwise servicing the Members, and all those portions of the Lots and Dwellings required or permitted to be maintained, repaired or replaced by the Association as provided in the Declaration.

(d) To dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility unless prohibited by any applicable provision of the Declaration.

(e) To make rules and regulations necessary to implement the Articles of Incorporation and the By-Laws and to protect the health, welfare and safety of the Members of the Association.

(f) To approve or disapprove proposed purchasers, occupants, grantees, lessees and mortgagees of Homes in the manner set forth in the Declaration.

(g) To enforce by legal means the provisions of the Declaration, these By-Laws, and the Rules and Regulations of the Association and to impose fines and penalties for violations of said provisions.

(h) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

(i) To employ an attorney-at-law for general legal representation, including, without limitation, for legal services with respect to the enforcement of the Rules and Regulations, and any liens, foreclosures, or provisions contained in these By-Laws or the Declaration, the cost of which legal representation shall be a common expense of the Association. Additionally, the Board of Directors shall have the right to assess and thereafter to enforce collection of attorney's fees from any individual Member where it has been necessary to employ an attorney in order to collect money owed by such Member for Fees. Further, individual Members who have brought suit against either the Association or the Board of Directors, and have failed to prevail in such lawsuit shall be required to pay a reasonable attorney's fee to counsel employed by the Association and/or by the Board of Directors. Such required payment includes fees on appeal to the District Court of Appeals or the Supreme Court of the State of Florida, or the Court of Appeals or the Supreme Court of the United States of America.

(j) To enter into contracts and leases with third parties, and to purchase land, improvements and leasehold estates from third parties, in the name of the Association alone or together with other associations or entities, for services that are for the benefit of the Members, such as leases of and/or contracts for recreation facilities, water supply systems, sewage disposal systems, transportation, utilities, security guard service, or any other contract of direct or indirect service and/or benefit to the Members, and to assess and collect as part of the common expenses each Member's pro rata share of the cost of such contract and/or any fees or rentals required under such contracts and/or leases.

(k) To join other associations, such as master or umbrella associations, and/or to merge with other associations; and to collect as part of the Community Service Fees any dues or assessments payable by the Association as a member of such other associations.

(l) To borrow money, unsecured or secured by mortgages on the Common Properties, as and when deemed necessary or desirable for the performance of the Association's rights and duties.

(m) In accord with those provisions set forth hereinafter, to adopt a budget for each calendar or fiscal year, as applicable.

(n) With consent of Sidney Colen and Associates, to adopt rules and regulations regarding the use of recreational facilities described in the Services Agreement between Sidney Colen and Associates and Parkway Maintenance & Management Company.

Section 2. Right of Board to Contract for Management of the Community

Notwithstanding the foregoing, the Board of Directors shall have the right and authority to contract for the management of the Community and the Association with a management company and to delegate to such management company all powers and duties of the Association; provided, however, that any actions and matters which under the terms of the Declaration the Articles of Incorporation of the Association or these By-Laws, expressly require a specified vote of the members of the Board of Directors and/or of the Members, shall continue to require such vote, and no such action may be taken or matter disposed of by the management company without the required vote of the members of the Board of Directors and/or the Members.

Section 3. Emergency Powers

(a) In anticipation of, or during, any emergency as defined below, the Board of Directors shall be authorized to implement the following provisions for managing the Association:

(i) Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by telephone, telefax, etc.

(ii) One or more officers of the Association present at a meeting of the Board of Directors may be deemed to be Directors for the meeting, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum.

(iii) The Director or Directors in attendance at a meeting, or any greater number affixed by the emergency bylaws, constitute a quorum.

(b) The Board of Directors, either before or during any such emergency, may:

(i) Provide, and from time to time modify, lines of succession to accommodate the incapacity of any Director, officer, employee, or agent; and

(ii) Relocate the principal office or designate alternative principal offices or regional offices or authorize the officers to do so.

(c) Action taken in good faith during an emergency under this section to further the ordinary affairs of the Association binds the Association and may not be used to impose liability on an Association Director, officer, employee, or agent. Any officer, Director, or employee acting in accordance with any emergency bylaws is only liable for willful misconduct.

(d) All provisions of the regular bylaws of the Association consistent with the emergency bylaws shall remain in effect during any emergency. The emergency bylaws are not effective after the emergency ends.

(e) An emergency exists for purposes of this section if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event, and it shall end when a quorum of the Association's Directors can once again readily be assembled.

Article VII OFFICERS

Section 1. Officers of the Association

The Executive Officers of the Association, all of whom shall be members of the Board of Directors, shall be a Chairman, a Vice-Chairman, a Secretary and a Treasurer. All the officers shall be elected by a majority of the members of the Board of Directors and shall serve at the pleasure of such Board.

Section 2. Powers and Duties of the Chairman

The Chairman shall be the chief executive officer of the Association. The Chairman shall have all of the powers and duties which are usually vested in the office of the president of an association, including, but not limited to, the power to appoint committees from among the Members, from time to time, to assist in the conduct of the affairs of the Association.

Section 3. Powers and Duties of the Vice-Chairman

The Vice-Chairman, shall, in the absence or disability of the Chairman, exercise the powers and perform the duties of the Chairman and such other duties as shall be prescribed by the Directors.

Section 4. Powers and Duties of the Secretary

The Secretary shall keep the minutes of all meetings of the Directors and Members. The Secretary shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law, shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, shall keep the records of the Association, and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the Chairman. If an Assistant Secretary is appointed, the Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 5. Powers and Duties of the Treasurer

The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of Treasurer.

Section 6. Removal of Officers

Officers may be removed from their offices by an affirmative vote of a majority of the Board of Directors. In the event any such officer is removed, the Board of Directors shall elect a replacement officer at a meeting of the Board of Directors held within ten (10) days after such Director's removal.

Article VIII FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

Section 1. Official Records

The official records of the Association shall be maintained at the Office of the Association and shall be open to inspection and copying by Members and Approved Lender mortgagees in accordance with Subsection 720.303(5), *Florida Statutes*. Nothing contained herein shall be construed as imposing any obligation on any management company engaged by the Association to open its books or records to inspection, or as granting the right to any Member to inspect such management company's books or records. The Board of Directors may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections of the official records of the Association.

Section 2. Assessment Roll

The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Member. Such an account shall designate the name and address of each Member, the amount of each assessment against each Member, the dates and amounts in which the assessments come due, the amounts paid upon the accounts, and the balance due, if any. The assessment roll shall be open to inspection by Members and Approved Lender mortgagees in accordance with Subsection 720.303(5), *Florida Statutes*.

Section 3. Budget

(a) Adoption: The Board of Directors, by a majority vote of a quorum of the members of the Board of Directors present at a meeting of the Board of Directors called for such purpose, shall adopt a budget for each calendar or fiscal year, as applicable, which shall contain estimates of the cost of performing the functions of the Association including, but not limited to, security, professional and management fees, building and ground maintenance, repair, replacement of improvements, outside building and street lights, water, sewage and trash removal, insurance, recreational fees, and general and administrative expenses, etc.

(b) Notice to Members: Copies of the proposed budget shall be mailed to each Member not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered. The Members shall be given written notice of the time and place at which such meeting of the Board of Directors shall be held, and such meeting shall be open to the Members. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each Member.

(c) Method of Collection: The budget shall be reduced to a monthly amount per Home computed in the manner set forth in the Declaration, and the same shall be due and payable to the Association on the first day of each calendar month during the ensuing calendar or fiscal year, as applicable, in advance and without notice.

Section 4. Depository

The depository in which the monies of the Association shall be deposited shall be such bank or banks as shall be designated from time to time by the Directors. Withdrawal of monies from such accounts shall only be made by check signed by such persons as are authorized by the Directors.

Section 5. Financial Reporting

Within ninety (90) days after the end of the Association's fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall, within the time limits set forth in Subsection 720.303(5), *Florida Statutes*, provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. Financial reports shall be prepared in accordance with the applicable standards and requirements of Subsection 720.303(7), *Florida Statutes*.

Section 6. Fiscal Year

The fiscal year of the Association shall be the first day of March through the last day of February, unless otherwise changed by the Board of Directors.

Article IX AMENDMENT

Amendments to these By-Laws shall be proposed and adopted in the following manner:

- (a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- (b) Amendments to these By-Laws shall be proposed and approved by the Board of Directors of the Association prior to their submittal to Members for vote.
- (c) Approval of an amendment must be by not less than a majority of the members of the Board of Directors and by not less than a majority of the entire membership of the Association (if the amendment is adopted by written consent pursuant to Section 12 of Article V) or by not less than a majority of the votes cast by the Members represented in person or by proxy at a meeting at which a quorum is present (if the amendment is adopted by vote at a meeting of the Members).
- (d) No amendment shall (i) make any changes in the qualifications for membership nor the voting rights of Members, without approval in writing by all Members, or (ii) affect or impair the validity or priority of the interest of any Approved Lender mortgagee without such mortgagee's prior written consent; and no Developer Related Amendment (as defined in the Declaration) may be adopted without the prior written consent of Developer.

Article X OFFICIAL RECORDS

The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair, or replace;
- (b) A copy of each Declaration and all amendments thereto;
- (c) A copy of the By-Laws of the Association and all amendments thereto;
- (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (e) A copy of the current Rules and Regulations of the Association;
- (f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years;
- (g) A current roster of all Members, their mailing addresses and Lot identifications, and to the extent required by law, the electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those members consenting to receive notice by electronic transmission, which said electronic mailing addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from Association's records when consent to receive notice by electronic transmission is revoked; provided, however, that the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices;
- (h) All of the Association's insurance policies or a copy of each such policy, which policies must be retained for at least seven (7) years;
- (i) Copies of all contracts to which the Association is a party, including but not limited to any management agreement, lease, or other contract under which the Association has any obligation or responsibility, together with any bids received by the Association within the previous one year period for any work to be performed for the Association;
- (j) The financial and accounting records of the Association, kept according to good accounting practices, which financial and accounting records must be maintained for a period of at least seven (7) years and must include: (i) accurate, itemized, and detailed records of all receipts and expenditures; (ii) a current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due; (iii) all tax returns, financial

statements, and financial reports of the Association; and (iv) any other records that identify, measure, record, or communicate financial information.

- (k) A copy of the disclosure summary described in Subsection 720.401(1), *Florida Statutes*;
- (l) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

Article XI MISCELLANEOUS

Section 1.

The Board of Directors of the Association is empowered to approve or disapprove purchasers and lessees of Homes and the Board shall make reasonable rules, regulations, and standards governing the approval or disapproval of purchasers or lessees, which regulations and standards shall be designed to maintain a community of congenial residents of good character and with sufficient financial ability to timely pay the community service fees and taxes and other requirements for payments resulting from residence in the On Top of the World (Central) Community. However, no person shall be denied the right to purchase or lease a unit because of race, religion, sex, national origin, marital status, sexual orientation, or handicap. Such standards by which purchasers and lessees within the Community shall be qualified shall be drafted by or under the direction of the Board of Directors.

Section 2.

The Board shall adopt and promulgate reasonable rules and regulations relating to the operation and use of the common areas, the general conduct of the unit owners, lessees, and their guests, as well as restrictions and requirements for the use, maintenance and appearance of the units.

Section 3.

The Community has been designated as housing for persons who are fifty five (55) years of age or older. At least eighty percent (80%) of the Residential Units in the Community must be occupied by at least one person who is fifty five (55) years of age or older. In order to ensure that the Community qualifies as housing for persons fifty five (55) years of age or older under the Federal Fair Housing Act (42 U.S.C. 3601, et seq.), satisfies the occupancy and age verification requirements of Rule 100.307 of the U.S. Department of Housing and Urban Development (24 C.F.R. 100.307), and complies with the requirements of the Florida Fair Housing Act (Chapter 760, Florida Statutes) and the rules and regulations of the Florida Commission on Human Relations, a survey of the residents of the Community will be conducted and updated by the Association as and to the extent required by applicable law. Each Occupant shall cooperate with the Association in its efforts to comply with the requirements of the above-mentioned acts and rules and regulations, and with all other applicable laws. Such cooperation shall include (but shall not be limited to) providing to the Association, within 10 days after written request, such information (such as but not limited to identification of whether at least one occupant of the Residential Unit is fifty five (55) years of age or older and the current age or date of birth of such person) and signed surveys, sworn affidavits,

certifications and other reliable, legally sufficient documentation as may be required from time to time by the Association.

Developer and the Association shall have the authority to make any additional capital improvements upon the Common Property necessary to provide facilities or services specifically designed to meet the requirements of the Fair Housing Act, as amended, and other applicable laws.

No child under the age of seventeen (17) years shall be allowed to reside in any Residential Unit in the Community. An Owner who owns and occupies his or her own Residential Unit may permit one (1) minor only to reside in the Residential Unit with him or her, but only if the minor is at least seventeen (17) years of age and a member of that Owner's family. The test for residency by minors shall be either (a) residency in any Residential Unit for any period exceeding one (1) month, accompanied by enrollment in a public or private school or institution located within Marion County, Florida, or (b) residency in any Residential Unit for a cumulative period of six (6) months or longer.

Notwithstanding the foregoing, in the event any modification to the Federal Act and the Florida Act which would make less restrictive the requirements for eligibility for the exemption for "housing for older persons" provided by both the Federal and Florida Acts, then, in such event, those less restrictive standards may, in the sole discretion of the Board, be adopted by the Board alone and shall supersede and replace the eighty percent (80%) occupancy standard described herein.

The foregoing were adopted as the Second Amended and Restated By-Laws of ON TOP OF THE WORLD (CENTRAL) OWNERS ASSOCIATION, INC., a corporation not-for-profit organized and existing under the laws of the State of Florida, on this the ____ day of _____, 20__.

ON TOP OF THE WORLD (CENTRAL)
OWNERS ASSOCIATION, INC.

By: _____
Kenneth D. Colen, Vice Chairman

Attest: _____
Guy Woolbright, Secretary

PLEASE RECORD AND RETURN TO:

On Top of the World (Central) Owners
Association, Inc.
Attn: Erica Torres
8447 SW 99th Street Road
Ocala, FL 34481



DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY

DATE: 03/03/2010 04:29:05 PM

FILE #: 2010018818 OR BK 05325 PGS 0167-0168

RECORDING FEES 18.50

**AFFIDAVIT IN SUPPORT OF CORRECTIVE DOCUMENT REGARDING ON
TOP OF THE WORLD (CENTRAL) OWNERS ASSOCIATION, INC.**

BEFORE ME, the undersigned, a notary public in and for the State of Florida, personally appeared C. Guy Woolbright, Secretary of On Top of the World (Central) Owners Association, Inc., a Florida not-for-profit corporation, who, under oath, stated as follows:

1. My name is C. Guy Woolbright and I am the Secretary of the On Top of the World (Central) Owners Association, Inc.
2. On February 8, 2010, On Top of the World (Central) Owners Association, Inc. caused a document entitled: Secretary's Certificate Regarding Amendments to the Articles of Incorporation and By-Laws of On Top of the World (Central) Owners Association, Inc. to be recorded in the public records of Marion County, Florida, file number 2010010927 in the Official Records Book 5314, at pages 1696-1718.
3. Inadvertently, at the time of the recordation of this document, page 16 of Exhibit B to the Secretary's Certificate (Second Amended and Restated By-Laws of On Top of the World (Central) Owners Association, Inc.) was not executed by the Vice Chairman and Secretary, and it was recorded in Official Records Book 5314, page 1718.
4. Attached to this Affidavit is a fully executed page 16, of Exhibit B to the Secretary's Certificate (Second Amended and Restated By-Laws of On Top of the World (Central) Owners Association, Inc.) and it is now being recorded in the Official Records of Marion County, Florida to correct the document as previously recorded.

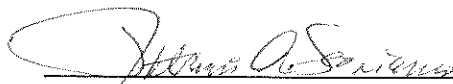
Further, Affiant sayeth not.

ON TOP OF THE WORLD (CENTRAL)
OWNERS ASSOCIATION, INC.

By: 

C. Guy Woolbright

Subscribed and sworn to me by C. Guy Woolbright, personally known to me on this 2nd
day of March, 2010.



Notary Public: Patricia A. Soriano

My commission expires:

certifications and other reliable, legally sufficient documentation as may be required from time to time by the Association.

Developer and the Association shall have the authority to make any additional capital improvements upon the Common Property necessary to provide facilities or services specifically designed to meet the requirements of the Fair Housing Act, as amended, and other applicable laws.


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The foregoing were adopted as the Second Amended and Restated By-Laws of ON TOP OF THE WORLD (CENTRAL) OWNERS ASSOCIATION, INC., a corporation not-for-profit organized and existing under the laws of the State of Florida, on this the 2nd day of March, 2010.

ON TOP OF THE WORLD (CENTRAL)
OWNERS ASSOCIATION, INC.

By: 
Kenneth D. Colen, Vice Chairman

Attest: 
Guy Woolbright, Secretary

Original recordation of this page was unexecuted.
This executed page replaces original recording
that appears at O.R. Book 5314, Page 1718.