

Section III

By-Laws

**AMENDED AND RESTATED BY-LAWS
OF OUTDOOR RESORTS AT ORLANDO, INC., A CONDOMINIUM**

ARTICLE I IDENTITY

The original DECLARATION OF CONDOMINIUM OF OUTDOOR RESORTS AT ORLANDO, INC., A CONDOMINIUM (hereinafter the "Original Declaration") was recorded in Official Record Book 1373 at Page 289 et seq., of the Public Records of Polk County, Florida. The original BY-LAWS OF OUTDOOR RESORTS AT ORLANDO, INC., A CONDOMINIUM are attached as Exhibit "D" to the original Declaration. It is intended that this AMENDED AND RESTATED BY-LAWS OF OUTDOOR RESORTS AT ORLANDO, INC., A CONDOMINIUM supersede the original By-Laws and any amendments thereto.

Section 1. The office of the association shall be at the Condominium property, or at such places as may be subsequently designated by the Board of Directors.

Section 2. The Seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

Section 3. As used herein, the word "Condominium", shall be the equivalent of "Association", as defined in the Declaration of Condominium to which these By-Laws are attached, and all the words, as used herein, shall have the same definition as attributed to them in the Declaration of Condominium to which these By-Laws are attached.

ARTICLE II MEMBERSHIP AND VOTING PROVISIONS

Section 1. **The Corporation** shall not issue stock or certificates.

Section 2. **Membership** in the Corporation shall be limited to owners of condominium units and certain leases, as identified in the preceding Declaration of Condominium. Transfer of unit ownership, either voluntarily or by operation of law, shall terminate membership in the Corporation, said membership is to become vested in the transferees. If unit ownership is vested in more than one person, then all of the persons so owning shall be eligible to hold office, attend meetings, etc., but as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a corporation, said corporation may designate an individual officer or employee of the Corporation as its "voting member".

Section 3. **Voting.**

(a) The owner(s) of each condominium unit shall be entitled to one vote for each condominium unit owned. If a condominium unit owner owns more than one unit he shall be entitled to one vote for each unit owned. The vote of a condominium unit shall not be divisible.

(b) The majority of the unit owners' total votes shall decide any question unless the By-Laws or the Declaration of Condominium provides otherwise, in which event the voting percentage required in the By-Laws or the Declaration of the Condominium shall control.

Section 4. **Quorum.** Unless otherwise provided in these By-Laws the presence in person or by proxy of a majority of the unit owners' total shall constitute a quorum. The term "majority" of the unit owners' total shall mean unit owners holding a majority of the votes.

Section 5. **Proxies.** Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 6.), and shall be filed with the secretary prior to the meeting in which they are to be used, and shall be valid only for the particular meeting designated therein. Wherein a unit is owned jointly by a husband and wife, and if they have not designated one of them as a Voting Member, a proxy must be signed by both husband and wife where a third person is designated.

Section 6. **Designation of Voting Member.** If a condominium unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a condominium unit is owned by more than one person, the person entitled to vote for the unit shall be designated in a certificate signed by all of the recorded owners of the unit and filed with the Secretary of the Association. If a condominium unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the unit for the Corporation shall be designated in a certificate for this purpose, signed by the President or Vice-President and attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in these certificates who is entitled to vote for a unit shall be known as the "Voting Member". If such a certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by a Corporation, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if such unit is owned by a husband and wife. Such certificates shall be valid until revoked, or until superseded by a subsequent Certificate, or until a change in the ownership of the unit concerned. If a condominium unit is jointly owned by a husband and wife, the following three provisions are applicable thereto:

- (a) They may, but shall not be required to, designate a voting member.
- (b) If they do not designate a Voting Member, and if both are present at a Meeting and are unable to concur in their decision upon any subject requiring a vote they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible).
- (c) Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the unit vote, just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.

ARTICLE II-A MEETINGS OF THE MEMBERSHIP

Section 1. **Place of all meetings** of Corporation Membership shall be held at the Condominium property, or at such other place as shall be designated by the Board of Directors of the Association and stated in the Notice of Meeting.

Section 2. **Notices.** It shall be the duty of the Secretary to mail a Notice of each annual or special meeting, stating the time and place thereof to each unit owner of record, at least thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof.

All notices shall be mailed to or delivered at the address of the unit owner as it appears on the books of the Corporation.

Section 3. **Order of Business.** The order of business at Annual Member's Meetings shall be determined by the Board of Directors in advance of the meeting. As far as practical the order of business shall be:

- a. CERTIFYING OF A QUORUM
- b. ELECTION OF A CHAIRMAN
- c. PROOF OF NOTICE OF MEETING
- d. READING AND APPROVAL OF ANY UNAPPROVED MINUTES
- e. PRESIDENTS REPORT
- f. TREASURERS REPORT
- g. COMMITTEE REPORTS AS NECESSARY
- h. ELECTION OF INSPECTORS OF ELECTION
- i. OLD BUSINESS
- j. NEW BUSINESS
- k. CERTIFICATION OF ELECTION
- l. ADJOURNMENT

Section 4. **Annual Meeting.** The Annual Meeting shall be held at the condominium property on the first Saturday in March for the electing of Directors and transacting other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held the same hour on the secular day following. At the annual meeting, the members shall elect by a plurality vote, (cumulative voting prohibited), a Board of Directors and transact such other business as may be brought before the meeting.

Section 5. **Special Meeting.** Special meeting of the members for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or the Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of Voting Members representing a majority of the unit owners' total vote, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to subjects stated in notice thereof.

Section 6. **Waiver and Consent.** Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or of the Articles of Incorporation, or of these By-Laws to be taken in conjunction with any action of the Corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 7. **Adjourned Meeting.** If any meeting of members cannot be organized because a quorum of Voting Members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 8. **Approval or Disapproval.** Approval or disapproval by a unit owner in relation to any matter, whether or not the subject of an Association meeting, shall be by the

"Voting Member"; provided, however where a unit is owned jointly by a husband and wife and they have not designated one of them as a "Voting Member", their joint approval, or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

ARTICLE III

DIRECTORS

The Board of Directors shall consist of nine members. Beginning in 2009, Board of Directors will have 2 year staggered terms. The four directors whose term has expired or were caused by vacancy in 2009, will be filled as follows: two 2-year terms and two 1-year terms, the two candidates with the highest votes will fill the two year term and the next two highest will fill the 1 year terms. The four directors whose term expires in 2010 will all be terms of 2 years. The five directors, whose terms expire in 2011, will all be terms of 2 years. After the 2009 election, it is the intent that there shall be four directors elected in even years and five directors elected in odd years, for two year terms. Each member of the Board of Directors shall be either the owner of a condominium unit or an owner of an interest therein. Only one member of a deeded unit shall be allowed to serve on the Board of Directors at any one time. Directors shall be elected in accordance with F. S. 718.112 (2) (d) 3. Or any Florida Statute or Administrative Code hereafter enacted.

Section 1. **Organizational Meeting.** The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary providing a quorum shall be present.

Section 2. **Removal of Directors.** At any time after the first annual meeting of the membership, at any duly convened regular or special meeting, any one or more of the directors may be removed with or without cause by the affirmative vote of the voting members casting not less than two-thirds of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 3 below.

Section 3. **Vacancies on Directorate.** If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, successor Director or Directors to each vacancy will be filled or by a unit owner that is approved by two-thirds of the remaining Directors eligible to vote at a Regular Meeting of the Board of Directors or a Special Meeting of the Board of Directors called for that purpose. by the person or persons who were candidates at the last Annual Meeting in order of the votes received, by said person or persons, but who did not receive sufficient votes to be elected to the Board of Directors at that time. The election held for the purpose of filling said vacancy greater than the number of candidates at the last Annual Meeting shall be held at any Regular Meeting or Special Meeting of the Board of Directors.

Section 4. **Disqualification and Resignation of Directors.** Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon

receipt thereof by the Secretary. Three (3) consecutive absences from regular meetings of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. In the event a Director ceases to be an owner of a condominium unit or having an interest therein, or in the event a corporate ownership ceases to be an officer of said Corporation, the directorship shall immediately and automatically terminate. No member shall continue to serve on the Board should he be more than 30 days delinquent in the payment of an assessment and said delinquency shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors.

Section 5. Regular Meetings. The Board of Directors shall establish a schedule for regular meetings to be had at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless be given to each Director personally or by mail, telephone, or telegraph, at least five (5) days prior to the day named for such meeting.

Section 6. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than five days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place, and purpose of the meeting.

Section 7. Directors waiver of notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. When any of the Board or committee members meet by telephone conference, those board or committee members attending by telephone conference may be counted toward obtaining a quorum and may vote by telephone. A telephone speaker must be used so that the conversation of those Board or committee members attending by telephone may be heard by the Board or Committee members attending in person as well as any unit owners present at a meeting. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall not constitute the presence of such Director for the purpose of determining a quorum.

Section 9. Compensation. The Directors fees, if any, shall be determined by the "Voting Members" of the Association.

Section 10. Reimbursement of personal expenses. These expenses and these rules shall include, but are not limited to: a. Travel. When a Director is required to travel to a special meeting or project and b. Phone calls and faxes related to such meetings, an/or special projects assigned by the Executive Committee of the Board, or by action of the full Board of Directors.

Reimbursement of members local travel expenses for assigned activities must be paid at the IRS rate for mileage claims. Use of the Association's 800 number should be made for all calls to ORO in regards to assigned projects eliminating the need for invoices for such calls. Requests for such reimbursement and all other expenses must be submitted to the Manager or other designated official of the Board. Expenses must not be allowed to accumulate longer than sixty days. Expenses not submitted within this time period will be disallowed. Allowable expenses must be substantiated with receipts or invoices and specifically referenced to the applicable project for which they were incurred. Travel to or expenses related to regular meetings shall not be a reimbursable expense.

Section 11. Powers and Duties. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Corporation and may do all such acts and things as are not by law or by the Declaration of Condominium or by these By-Laws directed to be exercised and done by the unit owners. These powers shall specifically include, but shall not be limited to, the following:

- (a) To exercise all powers specifically set forth in the Declaration of Condominium, in these By-Laws, the Articles of Incorporation of this Corporation, and in the Condominium Act, and all powers incidental thereto.
- (b) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Corporation.
- (c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project and of the common areas and facilities, including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.
- (d) To make and amend regulations respecting the operation and use of the common elements and condominium property and the use and maintenance of the condominium units therein.
- (e) To contract for the management of the Condominium and to designate to such contractor all the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have the approval of the Board of Directors or membership of the Association.
- (f) Designate one or more committees, which to the extent provided in the resolution designing such committee shall have the power of the Board of Directors in the management of the business affairs of the Corporation. Such committee to consist of at least three (3) members of the Corporation, one of whom shall be a Director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors and said committee shall keep regular minutes of their proceedings and report the same to the Board of Directors as required.
- (g) To use and disburse the proceeds of assessments in the exercise of its powers and duties.
- (h) The maintenance, repair, replacement and operation of the condominium property.
- (l) The reconstruction of improvements after casualty and the further improvement of the property.
- (j) To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the By-Laws of the Association, and the regulations for the use of the property in the Condominium.
- (k) To pay taxes and assessments which are liens against any part of the Condominium other than individual units and the appurtenances thereto, and to assess the same against the units subject to such liens.

(l) To levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with the provisions of the Declaration, the Association By-Laws, or the reasonable rules and regulations of the Association. No fine shall exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00, nor may the fine be levied, except after giving the unit owner, or its occupant, licensee, or invitee reasonable notice of the levy of a fine and an opportunity for a hearing before a committee of other unit owners concerning the levy of any fine. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied units.

(m) To administer the Rental Program as authorized by Article XI of the Declaration and to promulgate schedule rates from time to time for such rentals.

Section 12. **All interim actions** taken by the Board of Directors shall be ratified at the next regular Board of Directors Meeting.

Section 13. Notwithstanding any provisions to the contrary contained in these By-Laws, anticipated expenses of the Association exceeding seven and one half percent (7.5%) of the fiscal year's annual budget which the Board does not expect to be incurred on a regular or annual basis requires the affirmative vote of the voting Members casting not less than a majority of the total votes present in person or by proxy at a duly noticed meeting of the Unit Owners. Any determination of whether such an expense exceeds seven and one half percent (7.5%) of the fiscal year's annual budget shall exclude (subtract) from the total amount of the expense any authorized contributions from the reserve accounts for capital expenditures and deferred maintenance. After subtracting such contributions, the remaining amount of such expense shall then be compared to the current annual budget to determine whether the expense exceeds seven and one half percent (7.5%) of the annual budget. Nothing contained herein is intended to limit the ability of the Board to obtain needed products, services or repairs in an emergency. In the event of an emergency the Association may expend more than seven and one half percent (7.5%) of the fiscal year's annual budget on an irregular or non-recurring expense provided the expense is approved by not less than six (6) directors of the Board of Directors and within seven days of approving the expense the Association mails or delivers to the Unit Owners written notice describing the expense and the nature of the emergency.

ARTICLE IV OFFICERS

Section 1. **Elective Officers.** The principle officers of the Corporation shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. One person may not hold more than one of the aforesaid offices, except one person may be both Secretary and Treasurer. The President and Vice-President shall be members of the Board of Directors.

Section 2. **Election.** The Officers of the Corporation designated in Section 1 above shall be elected annually by the Board of Directors, at the Organizational Meeting of each new Board following the meeting of the members.

Section 3. **Appointive Officers.** The Board may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as the Board deems necessary.

Section 4. **Term.** The Officers of the Corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors, provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e. g. If the Board of Directors is composed of nine persons, then five of said Directors must vote for removal). If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. **The President.** He shall be the chief executive officer of the Corporation; he shall preside at all meetings of the unit owners and of the Board of Directors. He shall have executive power and general supervision over the affairs of the Corporation and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. **The Vice-President.** He shall perform all of the duties of the President in his absence or disability and such other duties as may be required from time to time by the Board of Directors.

Section 7. **The Secretary.** He shall issue notices of all Board of Directors meetings and all meetings of the unit owners; he shall attend and keep minutes of the same; he shall have charge of all of the Corporation's books, records and papers except those kept by the Treasurer. He shall have custody of the seal of the Association. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent or incapacitated.

Section 8. **The Treasurer.**

(a) He shall have custody of the Corporation funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name of and to the credit of the Corporation in such depositories as may be designated from time to time by the Board of Directors.

(b) He shall disburse the funds of the Corporation as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

(c) He shall in cooperation with management and office personnel collect the assessments and shall promptly report the status of the collections and of all delinquencies to the Board of Directors.

(d) He shall give status reports to potential transferees, on which reports the transferee may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent or incapacitated.

(f) No person may serve as the Treasurer for more than two (2) years during any eight (8) year period.

ARTICLE V FISCAL MANAGEMENT

Section 1. **Depositories.** The funds of the Corporation shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time, upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Corporation as may be designated by the Board of Directors. Obligations of the Corporation shall be signed by at least two officers of the Corporation.

Section 2. **Fidelity Bonds.** The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association and any contractor handling or responsible for Association funds, shall be bonded in such amount as to cover the maximum funds that will be in the custody of the association at any one time. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the moneys an individual handles or controls via a signatory or a bank account or other depository account.

Section 3. **Fiscal Year.** The fiscal year of the Corporation shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems advisable.

Section 4. **Determination of Assessments.**

(a) The Board of Directors of the Corporation shall fix and determine from time to time, the sum or sums necessary and adequate for the common expenses of the Condominium property. Common expense shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, costs of carrying out the power and duties of the Corporation, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time, by the Board of Directors of the Corporation. The Board of Directors is specifically empowered, on behalf of the Corporation, to make and collect assessments, and to maintain, repair and replace the common elements and the limited common elements of the Condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions of percentages of sharing common expenses as provided in the Declaration. Said Assessment shall be payable as ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as herein before provided for regular assessments, and shall be payable in the manner determined by the Board of Directors.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Corporation shall mail or present to each unit owner, a statement of each unit owners' assessment. All assessments shall be payable to the treasurer of the Corporation and, upon request, the Treasurer shall give a receipt for each payment made to him.

Section 5. **Application of Payments and Co-Mingling of Funds.** All funds shall be maintained separately in the association's name. Reserve and operating funds of the

association shall not be co-mingled unless combined for investment purposes. This section is not meant to prohibit prudent investment of association funds even if combined with operating or reserve funds, but such funds must be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined account.

Section 6. **Annual Audit.** An audit of accounts of the Association shall be made annually by an Independent Certified Public Accountant to include expenditures of the Cash Reserve, Surplus, or Contingency Fund as to items and costs and Balance Forward in this Account. A copy of the Report shall be available for inspection by the members at the Office of the Association, not later than three months after the end of the year for which the report is made.

Section 7. **Acceleration of Assessment Installments upon default.** If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner, and thereupon, the unpaid balance of the assessment shall become due upon the date stated in the Notice, but not less than fifteen (15) days after the delivery of or mailing of said notice to the unit owner.

ARTICLE VI **SUBSTANTIAL ADDITIONS OR ALTERATIONS**

There shall be no substantial additions or alterations to the Common Elements or Limited Common Elements unless the same are authorized by the Board of Directors and ratified by the affirmative vote of the Voting Members casting not less than a majority of the total votes cast at a duly called meeting of the unit owners at which a quorum is present.

ARTICLE VII **COMPLIANCE AND DEFAULT**

Section 1. **Violations.** In the event of a violation (other than the non-payment of an assessment) by the unit owner in any of the provisions of the declaration of these By-Laws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of such breach, transmitted by mail, and if such violation shall continue for a period of ten (10) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as intentional and inexcusable and material breach of the Declaration, of the by-laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections.

(1) An action at law to recover for its damage on behalf of the Association or on behalf of the other unit owners; (2) an action in equity to enforce performance on the part of the unit owner; or (3) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Upon a finding by the court that the violation complained of is willful and deliberate; the unit owner so violating shall reimburse the Association for reasonable attorneys fees incurred by it in bringing such action. Failure on the part of the Association to maintain such an action at law or in equity within thirty (30) days from date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring action in equity or suit at law on account of the violation, in the manner

provided for by the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health, may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of common expense.

Section 2. Negligence or Carelessness of Unit Owner, etc. All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association, if any. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this section, shall be charged to said unit owner as specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expense. Said lien shall be subordinate to the lien of any institutional first mortgage on a given condominium unit.

Section 3. Costs and Attorney fees. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

Section 4. No Waiver of Rights. The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or the unit owner to enforce such right, provision, covenant or condition of the future.

Section 5. No Election of Remedies. All rights, remedies and privileges granted to the Association or unit owner pursuant to any terms, provisions, covenants or conditions of the condominium documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted to such other party by the condominium documents, or at law, or in equity.

Section 6. Voluntary Binding Arbitration. Voluntary binding arbitration of internal disputes arising from the operation of the Condominium among unit owners, associations, and their agents and assigns shall exist pursuant to Section 718.1255, Florida Statutes. Both sides must consent in writing to voluntary binding arbitration under this section.

ARTICLE VIII

ACQUISITION OF UNITS

Acquisition or Foreclosure. At any foreclosure sale of a unit the Board of Directors may acquire in the name of the Corporation or its designee, a condominium parcel being foreclosed. The term "foreclosure" as used in this section shall mean and include any foreclosure of any

lien, including a lien for assessments. The power of the Board of Directors to acquire a condominium at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Board of Directors, or of the Corporation, to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so.

ARTICLE IX AMENDMENTS TO THE BY-LAWS

These By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided:

- (1) Notice of the meeting shall contain the statement of the proposed amendment.
- (2) If the amendment has received the approval of at least six (6) members of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes cast in person or by proxy at the annual meeting or at a special meeting called for that purpose.
- (3) If the amendment has not been approved by the vote of at least six (6) of the Board of Directors, then the amendment shall be approved by the affirmative vote of the voting members casting not less than three fourth (3/4) of the total votes of the voting members of the Association present in person or by proxy at the annual meeting or at a special meeting called for that purpose.
- (4) Said amendment shall be recorded and certified as required by the Condominium Act.

ARTICLE X NOTICES

Whenever notices are required to be sent hereunder they shall be delivered or sent in accordance with the applicable provisions for notices, as set forth in the Declaration of Condominium to which these By-Laws are attached.

ARTICLE XI INDEMNIFICATION

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

ARTICLE XII

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligation incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against any such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIII LIMITATIONS OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage caused by a latent condition in the property, not for injury or damage caused by the elements, or by other owners or persons.

ARTICLE XIV PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, Declaration of Condominium, or these By-Laws.

ARTICLE XV LIENS

Section 1. **Protection of Property.** All liens against a condominium unit, other than for permitted mortgages, taxes, or special assessments, or as provided for in Article VII, Section 2 hereof, shall be satisfied or otherwise removed within 30 days of the date the lien attaches. All taxes and special assessments upon a condominium unit shall be paid before becoming delinquent, as provided in these condominium documents, or by law, whichever is sooner.

Section 2. **Notice of Liens.** A unit owner shall give notice to the Association of every lien upon his unit, other than for permitted mortgages, taxes and special assessments, or said Article VII, Section 2 liens, within five (5) days after the attaching lien.

Section 3. **Notice of Suit.** Unit owners shall give notice to the Association of every suit or other proceedings which will or may effect title to his unit or any other part of the property, such notice to be given within five (5) days after the owner received notice thereof.

Section 4. **Failure to comply** with this Article concerning liens will not affect the validity of any judicial sale.

Section 5. **Permitted Mortgage Register.** The Association shall maintain a register of all permitted mortgages and at the request of a mortgagee the Association shall forward copies of all notices for unpaid assessments or violations served upon a unit owner to said mortgagee.

ARTICLE XVI

RULES AND REGULATIONS

Section 1. **As to Common Elements.** The Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. The Board of Directors shall from time to time post in a conspicuous place on the Condominium property, a copy of the rules and regulations adopted from time to time by the Board of Directors.

Section 2. **As to Condominium Units.** The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit(s), provided, however that copies of such rules and regulations are furnished to each unit owner prior to the same becomes effective and where applicable and desirable, copies thereof shall be posted in a conspicuous place on the condominium property.

The Rules and Regulations contained herein, though the same or similar to the Rules and Regulations which may be passed or amended by the Board of Directors, cannot be changed except by amendment as set forth herein.

Section 3. **Building Rules and Regulations.** The building rules and regulations hereinafter enumerated shall be deemed in effect until amended by a vote of the unit owners at a regular or special meeting in accordance with Article IX of these By Laws and shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said rules and regulations and shall see that they are faithfully obeyed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said building rules and regulation are as follows:

1. **Site Categories.** All lots, parcels or units which are designated as recreational vehicle sites shall be reserved and restricted as hereinafter stated. There shall be the following two (2) categories of camping lots (sites):

- A. **Lots (Sites) with No Permanent Structures.** These are reserved for travel trailers, including "fifth wheels", class A and C motor homes (not to exceed 44'). Rental units over 40' are prohibited unless approved by owner of lot. Lot must be of sufficient length to allow off street parking for additional transportation such as a car or pick up truck. Non-factory conversion buses, trailers and tents are prohibited.
- B. **Lots with Semi-Permanent and Permanent Structures.** Defined as Park Models conforming to the "HUD" (Housing and Urban Development) or "ANSI" (American National Standard Institute) Recreational Vehicle code with or without screen rooms or add-a-rooms, or where approved by state and county codes as a two section park model unit. Any "ANSI" or "HUD" approved Park Model must be tied down in accordance with state and/or county code.

2. **General Rules.** The following general rules shall be followed:

- (a) All Florida State and Polk Co. Codes for Recreational Vehicles and/or site built additions must be met.
- (b) Mobile homes are prohibited.
- (c) Two story structures are prohibited.
- (d) Both ORO and Polk Co. building permits are required before placement and/or construction can begin.
- (e) Garages or carports of any type whatsoever are prohibited.
- (f) Height of any structure shall not exceed fourteen (14'-0") feet

3. **Specific Rules.** The following specific rules shall be followed:

(a). Twelve foot wide (12') "ANSI" units with added screen room or add-a-room shall not in any event (and staying within the 400 square feet maximum), exceed 12'-3" in width or 35'-3" in length. An add-a-room may be ground level or raised to the height of the principle structure as long as it meets the aforementioned building code requirements. The total width of the combined units is not to exceed twenty two (22'-0") feet in width. Total square footage of the combined units shall not exceed seven hundred seventy five and one half square feet (775.5 sq. ft.). (*B6)

(b). Twenty two foot wide (22') "ANSI" or "HUD" units may consist of two (2) approved factory Park Model sections or one (1) approved factory Park Model and one site built structure approved by county codes. Either option may not exceed twenty two feet (22'-0") in width or thirty five feet, three inches (35'-3") in length. Units may be any combination of size (examples would be a 12' Park Model and 10' add-on or 14' Park Model and 8' add-on) In no event shall the square footage of the combined units exceed seven hundred, seventy five and one half square feet (775.5 sq. ft.). (*B6)

(c). Set backs shall be as follows:

1. Front setback shall be sufficient to allow a vehicle to park in front of the unit, off the street. A minimum of eighteen feet (18') from the street is required. Recognizing that some lots will not allow for the minimum, a plan for a variance may be submitted to determine if an acceptable alternative may be found. This plan must be approved by the Board of Directors. The structure must be set in conformity with the other units in the area.
2. Rear set back shall be sufficient to allow for the air conditioning unit to be within the lot boundaries.
3. New construction setbacks under 7 feet (this is a county guideline) on the off zero lot line will be considered in rare situations. Any variance will have to be approved first by the ORO Covenants and Variance Committee and then by

Polk County Building and Development. Issuance of a County Permit will be considered a final approval.

4. In the event an air conditioner is set on the off zero lot line a three foot open area must be maintained between A/C and adjoining lot.
5. The unit shall not encroach on common ground.
6. Awnings, Bay Windows and Roofs: (An awning is not a roof.) By definition an awing must be attached only to the main structure. Any covering that is supported by any other means will be called a roof.
 - (a) Awnings and Bay Windows: Bay windows and awnings that extend over the zero (0) lot line must have written approval of any adjoining lot owners(s) before a permit will be approved. In no event shall any awning be permitted to extend more that forty-eight (48) inches from the structure. All awnings must be manufactured awnings of cloth or aluminum and must be attached only to the main unit. Side yard retractable awnings will be addressed on an individual basis and must be approved by the Covenants (Architectural Guidelines) Committee,
 - (b) Front Roof: A front roof may extend ten (10) feet out over drive where it will not impede parking of auto on the driveway. It shall not be wider than the roof of the main structure.
 - (c) Rear Roof: A roof over a rear deck may extend the depth of the deck plus a 12" overhang and shall not be wider than the roof of the main structure.
 - (d) Side Roof: A roof over a side deck may be the size of the deck plus a 12" overhang.
 - (e) Unit owners may install a maximum of two_(2) screened enclosure not to exceed 12' x 22' on their porch(es) or decks. In no case may it be installed on common ground.
 - (f) All installations must meet Polk County Building Code.
7. Structures set on small or irregularly shaped lots may need to be reduced to meet these requirements. Any deviation will require an application for and approval of a variance to these rules before construction is started.
 - (d) Skirting is required on all units (including porches) and must be completed within thirty (30) days after the completion of the exterior of the basic structure. Any extension of time must be approved by the Park Manager.

- (e) Raised porches shall have railings not to exceed thirty six inches (36") high and shall not exceed seventy two (72) square feet in floor area and shall be in conformity to the unit. A roof with eaves not to extend more than twelve inches (12") may be constructed over a raised porch. All construction shall comply with Polk County building codes.
- (f) A raised rear deck may not exceed the width of the unit to which it is attached (maximum of twenty two (22') feet. Depth of a raised deck may not exceed twelve (12') feet in depth and in any event no raised deck may encroach on common ground. All construction setbacks must be met. A raised deck will be allowed only on a lot which is large enough to accommodate it and still meet all constructions setback.
- (g) Ground level decks may extend the width of a unit's lot, but where it abuts another unit a set back of thirty six (36") inches must be observed so as not to interfere with access to that unit. Ground level decks may not exceed twelve (12') feet in depth. In any event no deck may encroach on common ground except that ground level decks are permissible on canal bank lots subject to the following conditions:
 - a. Prior to a ground level deck being built extending to the water's edge an approved seawall must be installed to protect the canal bank.
 - b. The deck may extend the full width of the unit providing it does not interfere with access to the adjoining unit. A deck that abuts an adjoining unit must remain away from that unit 36".
 - c. Deck may extend 48" over the waterway, including any boat dock.
 - d. Decks may not be raised more than 8" above the natural ground level.
 - e. Railings may not be more than 36" in height.. Unit owners may install one (1) screened enclosure not to exceed 12' x 22' on their deck. Screened enclosure must be placed directly behind the residential structure. In no case may it be installed on common ground. Screened enclosures may have clear vinyl or acrylic removable panels. All installation must meet Polk County Building Code.
 - f. Design of deck must be approved by the Association and building permits must be secured from ORO and as required by Polk County.
 - g. Only one (1) Park model, trailer, motor home, or similar such structure or vehicle may be located or maintained on each unit. A second recreational vehicle used for transportation may be parked on the unit but not occupied.
 - h. Any travel trailer which is vacated for more than twelve (12) months must be tied down and skirted according to ORO, Polk County, and Florida tie down

requirements. In the alternative it must be moved from the unit. Movement of such vehicle to the ORO storage area will be permitted on a space available basis. No recreational vehicle or any type of trailer will be permitted to stay in the storage area for longer than twelve (12) months at a time. If no such space is available at the time the trailer is to be moved, the owner thereof must make other storage arrangements. All storage permits will expire January 1 of each year.

i. Other general rules, not in conflict with the above, may be enacted from time to time by the Board of Directors as deemed necessary for the orderly operation of the Park. Notwithstanding any other provision in these By-laws, nothing herein shall be construed to authorize any unit to have a principal structure that is a site built house or other similar such permanent structure.

Having a principal structure on a unit which consists of a site built house or other similar such permanent structure is expressly prohibited.

Section 4. Animals. No animals or fowl shall be kept or maintained on any sites except customary household pets, and then only on a leash.

Section 5. No signs of any kind shall be displayed on any site without the written consent of the Association, or its assigns or successors.

Section 6. Easements. A ten foot (10') easement is reserved along each of the lot lines of each site for the installation and maintenance of utility services, and it is understood that such easement may be used by the Association and or its assigns for such installation and maintenance, as the case may be.

Section 7. Toilets. No outside toilets shall be installed or allowed on any campsite unit. Suitable and adequate sanitary facilities are provided according to the laws of the State of Florida. Each unit owner and user of such facility agrees to and shall protect the same and prevent loss or damage to occur thereto.

Section 8. Nuisance. No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the right of the other unit owners, or annoy them by unreasonable noises, or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property.

Section 9. Commercial Activity. No commercial activity of any kind whatsoever shall be conducted on, within, or from any unit in the subdivision. A one person service shall be exempt from this provision.

Section 10. Assessments. The Condominium Association formed shall levy and collect a reasonable monthly assessment against the unit owners, sufficient sums to

cover the owner's proportionate share of the actual cost of operating and maintaining all common property and facilities, providing water, electricity and garbage disposal service, sewerage service, lawn mowing, general maintenance and carrying out of its duties hereunder as "management". Likewise the Association shall include in the assessment so made the sum adequate to pay all real property taxes on the condominium parcel as well as the common elements. The collection of these sums shall be provided for in an adequate manner to assure the maintenance necessary.

Section 11. Covenants. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers of all the sites shown on the subdivision plat or plats herein before referred to, recorded or to be recorded, their heirs, executors, administrators, and assigns, and if said owners or any of them, their heirs, executors, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such sites in the subdivision in which said site is situated, to prosecute any proceeding at law or in equity, against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him from so doing, or to recover damages for such violation including costs of the suit and a reasonable attorneys fee. Any invalidation of any of these covenants and restrictions, shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

Section 12. Use of Common Elements. No person shall use the common elements or any part thereof, or a condominium unit or the condominium property or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association.

Section 13. Conflict. In the event of any conflict between the rules and regulations contained herein, or from time to time amended or adopted, and the condominium documents, or the Condominium Act, the latter shall prevail. Where required by the Condominium Act, any amendment to the rules and regulations herein shall be recorded in the Official Records of the County in which this condominium is located in the manner required by the Condominium Act.

I hereby certify that the above Amendment was adopted by the Association's Unit Owners at a duly called meeting of the Association held on the 7th day of March 2009.

OUTDOOR RESORTS AT ORLANDO, INC

A Condominium

By David Powell, President

David Powell, President

Address: 9000 US Highway 192, #308

Clermont, FL 34711

Witness:

Michele L. Joseph

Witness Signature

Print Name: Michele L. Joseph

Edmund Bousquin

Witness Signature

Print Name: Edmund Bousquin

STATE OF FLORIDA

COUNTY OF POLK

This Amendment and Restated By-Laws of Outdoor Resrots at Orlando, Inc., A Condominium was acknowledged before me on the 3rd day of April, 2009 by David Powell, as President.

David M. Shannon

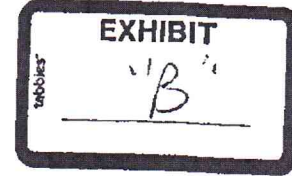
David M. Shannon

Notary Public – State of Florida

Commission Expires: October 9, 2012

Commission#: DD0829742

AMENDMENTS
TO
AMENDED AND RESTATED BY-LAWS
OF
OUTDOOR RESORTS AT ORLANDO, INC.



Additions in **bold underline**
Deletions in ~~strikethrough~~

1. Amendment: Article II, Section 4 of the Amended and Restated By-Laws of Outdoor Resorts at Orlando, Inc. is hereby amended to read as follows:

ARTICLE II MEMBERSHIP AND VOTING PROVISIONS

(Article II, Sections 1 through 3, inclusive, Remain Unchanged)

Section 4. **Quorum.** ~~Unless otherwise provided in~~ **Notwithstanding anything to the contrary** in these By-Laws, the presence in person or by proxy of a majority of the unit owners ~~at least thirty-five percent (35%) of eligible Voting Members~~ shall constitute a quorum **at any meeting of the Association's membership.** ~~The term "majority" of the unit owners' total shall mean unit owners holding a majority of the votes.~~

(The Remainder of Article II of the Amended and Restated By-Laws Remains Unchanged)

2. Amendment: Article IV, Section 8(f) of the Amended and Restated By-Laws of Outdoor Resorts at Orlando, Inc. is hereby amended to read as follows:

ARTICLE IV OFFICERS

(Article IV, Sections 1 through 7, inclusive, Remain Unchanged)

Section 4. **The Treasurer.**

(Article IV, Sections 8(a) through 8(e), inclusive, Remain Unchanged)

(f) No person may serve as the Treasurer for more than two (2) years during any ~~eight (8)~~ **four (4)** year period.

(The Remainder of the Amended and Restated By-Laws Remains Unchanged)

AMENDMENT TO
AMENDED AND RESTATED BY-LAWS
OF
OUTDOOR RESORTS AT ORLANDO, INC.

Additions in bold underline;
Deletions in ~~strikethrough~~

1. Article XVI, Section 3(3)(c)(6)(a) of the Amended and Restated By-Laws of Outdoor Resorts at Orlando, Inc. is hereby amended to read as follows:

ARTICLE XVI
RULES AND REGULATIONS

(Article XVI, Sections 1 and 2 Remain Unchanged)

Section 3. **Building Rules and Regulations.** The building rules and regulations hereinafter enumerated shall be deemed in effect until amended by a vote of the unit owners at a regular or special meeting in accordance with Article IX of these By-Laws and shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said rules and regulations and shall see that they are faithfully obeyed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said building rules and regulation are as follows:

(Article XVI, Section 3, Subsections 1 and 2 Remain Unchanged)

3. **Specific Rules.** The following specific rules shall be followed:

(Sub-subsections (a) and (b) Remain Unchanged)

(c) Set backs shall be as follows:

(Sub-sub-subsections (1) through (5), inclusive, Remain Unchanged)

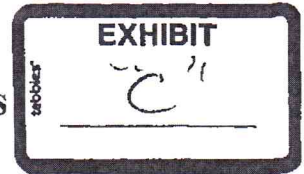
6. Awnings, Bay Windows and Roofs: (An awning is not a roof.) By definition an awning must be attached only to the main structure. Any covering that is supported by any other means will be called a roof.

(a) Awnings and Bay Windows: Bay windows and awning that extend over the zero (0) lot line must have written approval of any adjoining lot owner(s)

before a permit will be approved. In no event shall any awning extend ~~more than forty-eight (48 inches from the structure~~ to be closer than five feet (5') from any roadway as measured from the closest point of that roadway to the front of the awning. No awning shall exceed twenty-two feet (22') in length (as measured side to side), no awning shall exceed twenty-two feet (22') in length (as measured front to back), and each awning shall comply with the applicable Polk County Code requirements. All awnings must be manufactured awnings of cloth or aluminum and must be attached only to the main unit. Side yard retractable awnings will be addressed on an individual basis and must be approved by the Covenants (Architectural Guidelines) Committee.

(The Remainder of the Amended and Restated By-Laws Remains Unchanged)

AMENDMENT TO SECTION G OF THE RULES AND REGULATIONS
OF OUTDOOR RESORTS AT ORLANDO, INC., A CONDOMINIUM



This proposed Amendment is to strike existing language and to add new language to Section G of the Rules and Regulations of Outdoor Resorts at Orlando, Inc., a Condominium for the purpose of modifying the rules and regulations limiting the number of pets permitted in the condominium to a maximum of one pet per unit, pet registration procedures, responsibilities of unit owners, renters and guests relating to pets, and notice procedures for violations of Section G of the Rules and Regulations of Outdoor Resorts at Orlando, Inc., a Condominium.

This proposed Amendment was a recommendation of the Rules Committee of the Board of Directors, and it was passed by at least six (6) members of the Board of Directors at a duly noticed and conducted meeting of the Board of Directors on November 15, 2014. This proposed Amendment requires the affirmative vote of the voting members casting a majority of the total votes cast in person or by proxy at a duly called annual meeting of the membership or special meeting of the membership called for the purpose of considering this Amendment pursuant to Article IX of the Amended and Restated Bylaws of Outdoor Resorts at Orlando, Inc., a Condominium.

Section G of the Rules and Regulations of Outdoor Resorts at Orlando, Inc., a Condominium shall be amended to read as follows:

"G. PETS

1. *Only household pets (defined as a cat or dog) are permitted in the condominium. Owners, renters and guests are limited to a total of one (1) dog or one (1) cat. ~~Weight of animal must not exceed thirty (30) pounds. No aggressive breeds are allowed. Existing pets in excess of one (1) or over thirty (30) pounds or aggressive breed as of September 30, 2003 may remain, but any replacements must be in compliance with the limit of one (1), a non-aggressive breed and under thirty (30) pounds. Dogs~~ **Pets** must be registered at the Condo Office. Before the pet occupies any Unit, the owner, renter or guest of the Unit at which the pet is to be located shall provide the Condo Office with a recent color photograph of the pet, copies of all veterinary records referencing the date(s) on which the pet had any shots, the age of the pet, and a copy of the pet's most recent County license tag. All pet owners will be liable for any loss or damage as a result of their pet's behavior. Before the pet occupies any Unit, the owner, renter or guest of the Unit at which the pet is to be located shall also sign an agreement at the Condo Office pursuant to which said owner, renter or guest agrees to indemnify and hold harmless Outdoor Resorts at Orlando, Inc., a Condominium, its directors, officers, employees and agents against any loss or liability of any kind arising from their pet. If the birth of puppies and/or kittens brings the total animals to more than one (1), the extra animals must not remain beyond the age of ten (10) weeks, and each must be registered at the Condo Office within ten (10) days of their birth.*
2. *Pets must be on a leash or tethered at all times (no exceptions for well-behaved pets).*
3. *All pets creating a disturbance will be the responsibility of the owner of the Unit occupied by the pet and the renter or guest, if any, of the Unit occupied by the pet. The owner, renter and guest of the Unit occupied by the pet shall be responsible for any and all damages caused by the pet. The owner, renter and guest of the Unit occupied by the pet*

shall also be responsible for any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage.

4. Pets must not be left unattended.
5. All owners, renters and guests walking their pets ~~any pet~~ are required to carry and use "pooper scoopers" or bags. Disposal should be in the owner's, renter's or guest's personal trash or proper disposal at storage lot.
6. No pets are allowed on boulevard, beach, in Club House, on golf course, tennis courts, swimming pools, or pool decks, shuffleboard or your neighbor's unit. Under no circumstances will pets be allowed in bathhouses. Pet walk area is in the storage yard, roads, or ~~your own unit~~ at the unit occupied by the pet.
7. All pets must have proper licenses and must have current shots and vaccinations.
8. Properly documented service animals are exempt from these Rules and Regulations only when said regulations interfere with performance of their services.
9. Any resident or staff member of Outdoor Resorts at Orlando, Inc., a Condominium observing an infraction of any of these rules shall attempt to discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, addressed to the Park Manager, dated, signed and delivered to the Condo Office. The Park Manager shall present the complaint to the Board of Directors, and if a majority of the Board of Directors determines there is merit to the complaint, the pet caregiver will be given written notice of the violation.

If the violation is continued or otherwise unresolved, a hearing shall be scheduled by the Board of Directors. (At the Board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof.) The Board of Directors may require the permanent removal of any pet, if such pet is determined by the Board to be a nuisance or a danger to the residents of the Park or the Park's property.

If so determined, the pet caregiver will have five (5) days to remove the pet from the Park. The Board of Directors shall also have authority to assess and collect fines for violations of these Rules and Regulations and to assess and collect amounts necessary to repair or replace damaged areas or objects from the owner, renter and guest of the unit occupied by the pet at the time of the violation.

New Text indicated by Underline.

Rule J of the Rules and Regulations of Outdoor Resorts at Orlando, Inc. is hereby amended to read as follows:

STORAGE AREA RULES

J. STORAGE AREA

1. Access to the storage area via the large storage gate will be available from 7am to 11pm; no keys will be given out outside these hours, except in an emergency. Owners will be allowed access through the small gate until it is locked by night security. The unit owner who signs out the storage key is responsible to return the storage key by the end of the day. The key is not to be given to anyone else in storage. If the owner fails to return a key, they will be responsible to pay for the replacement of the lock and three keys at a cost of \$50.00. If arriving during periods that the Condo Office is not open, you may store your items in the parking lot between the Condo Office and Safety until the Condo Office is open or obtain a three (3) day permit at the "Safety Point" for loading and unloading at your lot. Once the owners' item is unloaded, it must be returned to the condo RV parking lot until the condo office is open. No one is allowed to bring their items to storage without going to the condo office first. Not conforming to this rule may result in your losing your storage site.
2. Storage spaces are not held year to year all registration of storage spaces and sheds expire on January 1 of each year. A current application must be on file in the condo office at all times. The ORO permit must be displayed so it is visible. Any space vacated in the excess of one hundred and twenty days (120) days, may be assigned to another lot owner. No notification will be made. The owner is responsible for notifying the office when vacating the lot. Even when items are stored year round, these items must meet the requirements of item # 9.
3. Any item in storage after January 31, of each year that has not been properly registered with the Condo Office, shall be deemed as abandoned or stored in willful violation of the Condo rules and shall be removed from the Condo property at the owners' expense.
4. All items in storage must be registered and registrations must be kept on file at the condo office, safety cannot register your items. ~~If an owners' resident state requires a registration then a current registration must be presented to the office when a site has been assigned. If only proof of ownership is presented to condo office a registration must be brought to the condo office within thirty (30) days. If the owners' resident state does not require a registration, then~~ Proof of ownership such as bill of sale, title or notarization must be provided to the condo office. Once a site has been assigned eighty (80) % of the site must be utilized for at least one hundred twenty (120) days. Failure to utilize at least eighty (80) % of the storage site for the specified time will result in the site being reassigned and the owners' item will be moved to a smaller site. Storage spaces will be assigned per the waiting list with sixty (60) days to occupy the storage site. Temporary sites will be assigned on a first come first serve basis. These sites will not be held. The use of a temporary site is for owners who only need the storage site while they are staying temporarily at ORO, they are not for items that are permanent.
5. Registration will require signing a "Release of Liability" and agreement to follow ORO Rules and Regulations for the storage space. Owners are required to notify Condo Office if vacating space early.
6. Only one (1) storage space or shed will be issued to a lot owner. Multiple lot owners will not be eligible for a second storage space or shed. During the months of May through September, the park manager may authorize the use of storage space for family members or guests vacationing in a unit owner's unit, as the manager deems appropriate. A second item on an assigned site must be kept to the back of the site so that the park manager can utilize the use of the site during the above specified months. Owner of the assigned site will be notified by the office prior to its use.
7. Renters are not entitled to register a storage space. If space is available renters will be able to place their items on a temporary site if it is an appropriate size for the site and if it is only for temporary use. A registration or proof of ownership must be presented to the condo office following the rule in #4 that owners have to follow.
8. Sharing of space is acceptable, but the Condo Office must have a permission slip written by the assigned owner of the storage site. All items must have on file in the condo office ~~A current registration if their resident state requires one or~~ proof of ownership ~~if resident state does not~~

- ~~require one~~, see item number four (#4). If the original space registrant vacates the space, the secondary registrant cannot automatically have the storage space.
9. All motorized items, all types of trailers and dollies must be ~~road-worthy~~ fit to be driven on the open road/seaworthy, clean and have ~~current registrations/title if resident state requires it or~~ proof of ownership ~~if resident state does not require it~~. All items in storage must have the unit owners' lot numbers visible on their item(s).
 10. All automobiles, pick-up trucks, vans, motorcycles, and golf carts will not be allowed a parking space in the storage area, unless they are in a cargo trailer, in a storage shed, or are considered a recreational vehicle.
 11. Waiting list spaces will be assigned to the proper owner on the waiting list according to the size of their item to be stored. Owners may have their name on a storage site waiting list and a shed waiting list. However, when the owner is offered a storage site or shed they must choose only one. At that time, their name will be removed from the remaining list.
 12. Any violations of the above rules shall be considered a violation of Outdoor Resorts at Orlando, Inc. Rules and Regulations, and will subject to fines. ORO will not be held responsible for any damage due to removal of any abandoned, unauthorized or unregistered items.
 13. All sheds shall be 6'X8' or 8'X10' in size. As of December 15, 2003, no more storage sheds will be allowed in the storage yard. When an owner sells his shed, it must be offered to the next owner on the shed waiting list for no more than the original purchase price. When an owner sells his unit, the shed does not automatically go with the sale of the owner's unit.
 14. They shall be all white in color.
 15. Shed must have owner's unit number placed on the front of shed.
 16. Each owner is responsible for upkeep and cleanliness.
 17. All sheds shall have a roof vent. No windows are permitted.
 18. Only one storage lot per unit still applies. You cannot have a standard storage space and a shed as well.
 19. Occupancy must validated yearly by January 1 of each year. Abandonment of shed will cause the shed to become the property of ORO.
 20. Sheds cannot be placed on standard lots.
 21. The Owner is responsible for contents and loss. Outdoor Resorts at Orlando, Inc. Assumes no responsibility and should the owner require insurance on the building or contents that is the Owner's responsibility.

AMENDMENT TO
RULES AND REGULATIONS
OF
OUTDOOR RESORTS AT ORLANDO, INC.

Additions in **bold underline**;
Deletions in ~~strikethrough~~

1. Rule B of the Rules and Regulations of Outdoor Resorts at Orlando, Inc. is hereby amended to read as follows:

B. GENERAL CONSTRUCTION RULES

(Rule B, Sections 1 and 2 Remain Unchanged)

3. **Specific Rules.** The following specific rules shall be followed:

(Sub-subsections (a) and (b) Remain Unchanged)

(c) Set backs shall be as follows:

(Sub-sub-subsections (1) through (5), inclusive, Remain Unchanged)

6. Awnings, Bay Windows and Roofs: (An awning is not a roof.) By definition an awning must be attached only to the main structure. Any covering that is supported by any other means will be called a roof.

(a) Awnings and Bay Windows: Bay windows and awning that extend over the zero (0) lot line must have written approval of any adjoining lot owner(s) before a permit will be approved. In no event shall any awning extend ~~more than forty-eight (48) inches~~ from the structure **to be closer than five feet (5') from any roadway as measured from the closest point of that roadway to the front of the awning. No awning shall exceed twenty-two feet (22') in length (as measured side to side), no awning shall exceed twenty-two feet (22') in length (as measured front to back), and each awning shall comply with the applicable Polk County Code requirements.** All awnings must be manufactured awnings of cloth or aluminum and must be attached only to the main unit. Side yard retractable awnings will be addressed on an individual basis and must be approved by the Covenants (Architectural Guidelines) Committee.

(The Remainder of the Rules and Regulations Remains Unchanged)
