

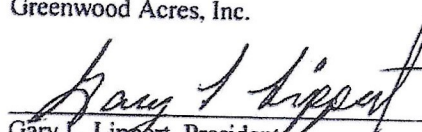
File # 2018005910, OR BK: 3975 PG: 1867, Pages: 1 of 11, Recorded 1/31/2018 at 10:53 AM,
 Bill Kinsaul, Clerk Bay County, Florida Deputy Clerk GB Trans # 1442649

Certificate of Amendment and Restatement of the Declaration of Covenants and Restrictions of Greenwood Acres

Greenwood Acres, Inc., by and through its President, Gary L. Lippert, hereby evidences by this certificate the amendment and Restatement by the Association of the Declaration of Condominium by the affirmative vote of more than 66 2/3% of the voting members at a meeting held January 6, 2018. The amendment and restatement of the Declaration is attached hereto.

Dated this 29 day of January, 2018.


Greenwood Acres, Inc.

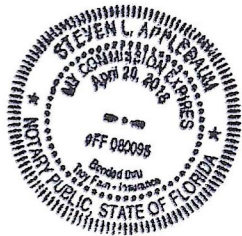

 Gary L. Lippert, President

State of Florida
 County of Bay

Before me on the 29 day of January, 2018, personally appeared Gary L. Lippert, as President of Greenwood Acres, Inc., a Florida Corporation, and acknowledged before me that he executed the foregoing on behalf of said Corporation.

☒ personally known
☐ produced _____ as identification.


 Notary Public



**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF GREENWOOD ACRES,
A SUB-DIVISION**

GREENWOOD ACRES, INC., a Florida non-profit corporation (hereinafter called the "Declarant"), having been duly authorized by its members, hereby amends and replaces that certain Declaration of Covenants, Conditions and Restrictions of Greenwood Acres, A Sub-Division, as recorded in Book 1191, Page 1082, as amended and restated in Book 1205, Page 478, and further amended pursuant to the corrective declaration in Book 1697, Page 31, all of the Official Records of Bay County, Florida.

The Declarant is an association of present owners in fee simple of real property located in Bay County, Florida, known by Greenwood Acres, as described in that certain map attached hereto as Exhibit "A" and legally described in Exhibit "B" (hereinafter the "property"). For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting the property, Declarant states that all of the property and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. Definitions

Section 1. "Association" shall mean and refer to Greenwood Acres, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Common area" shall mean all real property owned by the Association for the common use and enjoyment of the owners and is that property described in Exhibit "C".

Section 3. "Declarant" shall mean Greenwood Acres, Inc., a Florida non-profit corporation, its successors and assigns.

Section 4. "Lot" shall mean any plot of land shown upon the map attached hereto as Exhibit "A" as a numbered lot.

Section 5. "Maintenance" refers to the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping will further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 6. "Member" refers to every person or entity who holds membership in the association.

Section 7. "Mortgage" refers to a conventional mortgage or a deed of trust.

Section 8. "Mortgagee" refers to a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Owner" refers to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, and will include contract sellers, but will not include those holding title merely as security for performance of an obligation.

Section 10. "Parcel" shall mean a lot, a portion of a lot, or any combination thereof, deeded to an owner and occupied by a single dwelling for the support of said dwelling.

Section 11. "Subdivision" refers to the subdivided real property described in this agreement and all additions to such property as may be brought within the jurisdiction of the association.

Article II. Membership in Association; Voting Rights

Section 1. Every owner of a Lot will be a member of the association. Membership will be appurtenant to and may not be separated from ownership of a Lot.

Section 2. The association will have one (1) class of voting members which will all be owners, and will be entitled to one vote for each Parcel owned.. When more than one person holds an interest in a given Parcel, all such persons will be members and the vote for that Parcel is to be exercised as they may determine among themselves.

Article III. Assessments

Section 1. Lien and Personal Obligation of Assessments. Declarant covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of the deed for such lot, whether or not it will be so expressed in the deed, to pay to the association: (1) annual assessments; and (2) special assessments for capital improvements. Such assessments will be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, will be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, also will be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation will not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the association is to be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas and of the homes situated within the subdivision. Annual assessments will include, and the association will acquire and pay for out of the funds derived from annual assessments, the

following:

- (a) Maintenance and repair of the common area.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common area.
- (c) Acquisition of furnishings and equipment for the common area as may be determined by the association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.
- (d) Fire insurance covering the full insurable replacement value of the common area with extended coverage.
- (e) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits will be set by the association and reviewed at, the minimum, annually and increased or decreased in the discretion of the association.
- (f) Workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the association.
- (g) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.
- (h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which is necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3. Amount of Annual Assessment. The amount of the annual assessment shall be determined by a majority vote of the members upon the recommendation of the Board of Directors at the annual meeting of the Association, except the Board of Directors may fix the annual assessment at an amount not in excess of the prior year's annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including any related fixtures and personal property. With the exception of an emergency assessment, any such assessment must be approved by two-thirds (2/3) of members, at the annual meeting, or a called meeting for that purpose.

EXHIBIT "A"

SCHEDULE OF AMENDMENTS

TO THE

**AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS OF GREENWOOD ACRES, A SUB-DIVISION**

(Added language is indicated by underline and deleted language is indicated by ~~striketrough~~.)

1. Article III, Section 8 is amended as follows:

Any assessment not paid within fifteen (15) days after the due date is deemed to be in default, and shall be subject to a ~~\$50.00~~ late fee of up to the greater of \$25 or 5% of each delinquent installment for which the payment is late, in compliance with Section 720.3085, Florida Statutes, as amended from time to time. The association may bring an action at law against the owner personally obligated to pay the same or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of the owner's lot.

Section 5. Notice and Quorum for Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 will be sent to all members not less than 30 days nor more than 90 days in advance of the meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite number of members as required by this Declaration, members who were not present in person or by proxy may give their assent in writing by delivering a written vote or proxy in favor of the proposed action to the President or Secretary of the Association within 30 days after the date of such meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be based upon the "front footage" of a parcel. As used herein, "front footage" means the portion of any parcel which is adjacent to the street.

Section 7. Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall be deemed as a continuation of the annual assessments commenced by the recording of the original Declaration of Greenwood Acres, as amended, recorded in Book 1191, Page 1082 of the Official Records of Bay County, Florida. The amount of annual assessments for the current year and any unpaid assessments for prior years shall remain unchanged and due until paid in full. The amount of current annual assessment shall continue until adjusted as provided by Section Three of this Article. The amount of the annual assessment against each lot shall be assessed not less than thirty (30) days in advance of the due date and notice thereof shall be given, in writing, to all owners by U.S. mail or hand delivery. The Board of Directors shall fix the dates such amounts become due. Assessments may be made payable monthly, quarterly, or annually. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment against a specific lot has been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date is deemed to be in default, and shall be subject to a \$50.00 late fee. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of the owner's lot.

Section 9. Subordination of Assessment Lien to Mortgages. The assessment lien provided for under this agreement is subordinate to the lien of any first mortgage. A sale or transfer of any lot will not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof by the first mortgage holder, will extinguish the assessment lien as to payments that become due prior to the sale or transfer, except as provided by Florida Statutes, Chapter 720, and all amendments thereto. No sale or transfer will relieve such lot from being subject to liability for any assessments thereafter becoming due or from the lien thereof.

Article IV. Property Rights

Section 1. Owner's Easements of Enjoyment. Every owner of a lot will have a right and easement of enjoyment in and to the common area. This right will be appurtenant to and will pass with the title to such lot, subject to the following rights of the association:

(a) the right to charge reasonable admission and other fees for the use of any recreational facility situated within the common area;

(b) the right to suspend an owner's voting rights and use of recreational facilities for those periods during which assessments against the lot remain unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding 180 days for any infraction of the published rules and regulations of the association; and

(c) the right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for the purposes and subject to the conditions as may be agreed on by the members. No dedication or transfer will be effective unless an instrument executed by two-thirds (2/3) of members agreeing to such dedication or transfer has been duly recorded.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the bylaws, each owner may delegate the right of enjoyment in and to the common areas and facilities to the members of the owner's family, and to guests, tenants, and invitees.

Section 3. Easements of Encroachment. There will exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common area adjacent to them for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided the construction, reconstruction, or alteration is in accordance with the terms of this declaration. The easement will extend to a distance of not more than one (1) foot, as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to the boundary at such point. No easement for encroachment will exist as to any encroachment occurring due to the willful conduct of an owner.

Section 4. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision map. Within these easements, no structure, planting, or other material will be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein will be continuously maintained by the owner of the lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind is permitted to be built, erected, or maintained on any easement, reservation or right-of-way, and the easements, reservations, and rights-of-way will at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors. Easements, reservations, and rights-of-way also will be open and accessible to declarant, its successors and assigns, all of whom will have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which the easements, reservations, and rights of way are reserved.

Section 5. Right of Entry. The association, through its authorized employees and contractors, will have the right, after reasonable notice to the owner of a lot, to enter that lot at any reasonable hour on any day to perform authorized maintenance.

Section 6. No Partition. No judicial partition of the common area is permitted to be made, and neither declarant nor any owner or other person acquiring any interest in all or part of the subdivision may seek judicial partition of the common area. Nothing contained herein, however, is be construed as preventing judicial partition of any lot owned in cotenancy.

Article V. Use Restrictions

The subdivision is be occupied and used only as follows:

Section 1. Each lot will be used as a single-family residence and for no other purpose.

Retirement Communities. No lot will be occupied by any person under fifty five (55) years of age, nor will any children be permitted under eighteen (18) years of age, except short term guests of owners or tenants for a period of thirty (30) days or less per year cumulative, and in cases of medical hardship/necessity upon approval by the Board of Directors after a meeting called for that purpose.

Section 2. No business of any kind is permitted to be conducted on any residence.

Section 3. No noxious or offensive activity may be conducted in or on any lot.

Section 4. No sign of any kind may be displayed to public view on a lot or the common area without the prior written consent of the association, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a property for sale or rent.

Section 5. Nothing will be done or kept on a lot or in the common area that would increase the rate of insurance relating thereto without the prior written consent of the association, and no owner will permit anything to be done or kept on the owner's lot or the common area that would result in the cancellation of insurance on any residence or on any part of the common area, or which would be in violation of any law.

Section 6. No animals, livestock or poultry of any kind are permitted to be raised, bred, or kept on any lot or in the common area. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 7. No rubbish, trash, garbage, or other waste material may be kept or permitted on any lot or in the common area except in sanitary containers located in appropriate areas concealed from public view.

Section 8. No fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained on any lot.

Section 9. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind may be used, either temporarily or permanently, as a residence.

Section 10. Nothing may be altered in, constructed on, or removed from the common area except by written consent of the association.

Section 11. To avoid damaging infrastructure of the subdivision, both above and below ground, and neighboring lots, trees must be maintained and trimmed. To the extent any tree becomes a nuisance, obstructs or damages infrastructure of the subdivision, the Association has the right to request a tree's removal.

Section 12: No trees, including a tree's root system, that are a nuisance, or may cause damage to the Association's property, including its infrastructure are permitted on any lot. Pursuant to this section, the Association may require an owner to remove or trim a tree.

Section 13. The Association may institute reasonable regulations concerning the use of lots and the common area by a vote of the Board of Directors.

Article VI. Owners' Obligation to Repair

Each owner is responsible for repairing, at his or her sole cost and expense, his or her residence, keeping the same in a condition comparable to the condition of the residence at the time of its initial construction, excepting only normal wear and tear.

Article VII. Architectural Restrictions

Section 1. No building, fence, wall, driveway, patio, patio enclosure, swimming pool, doghouse, treehouse, or other external improvement, above or below the surface of the ground, shall be erected, placed, altered, or permitted to remain on any lot without the prior written approval of the owner's plan by the Architectural Control Committee, except landscaping of an improved and occupied lot, so long as the final appearance of the lot is consistent with the overall landscaping scheme of the subdivision.

Section 2. The Architectural Control Committee shall consider such plans with regard to type, quality and use of exterior material, exterior design, location of improvements, finished grades and landscaping design for compatibility with the overall architectural scheme of the subdivision, and in conformity and harmony with this Declaration. The Board of Directors, with the assistance of the Architectural Control Committee, may establish additional written design guidelines for the Subdivision, and a copy of such guidelines then in effect shall be made available to any Member requesting a copy of same from the Association..

Section 3. The Architectural Control Committee shall consist of at least three (3) persons, all of whom shall be owners, appointed by the Board of Directors. On the resignation or termination for any reason of one of the committee members, the Board of Directors shall appoint a replacement within thirty (30) days of the date the Board of Directors receives notice of the termination and until such appointment has been made, the remaining committee members shall exercise the committee's authority. In the event that there shall be only one or no members of the Architectural Control Committee, the Board of Directors shall temporarily serve as the Architectural Control Committee until a committee can be appointed.

Section 4. The approval or disapproval of the Architectural Control Committee as required in these covenants shall be in writing. Written approval or disapproval must be signed by a majority of the committee members and mailed or hand delivered to the applicant's last known address. In case of disapproval, the committee shall include a statement of the reasons for disapproval and shall generally indicate the kind of plans and specifications, if any, which the committee would approve for the subject property. Failure of the committee to give either written approval or written disapproval of the submitted plan within thirty (30) days after submission of the plan, by mailing such written approval or disapproval to the last known address of the applicant, shall constitute approval of the submitted plan provided the owner can prove the date of receipt of the request by the Architectural Control Committee. A disapproval of a plan request by the Architectural Control Committee may be appealed to the Board of Directors by the owner within ten (10) days of the receipt of the Architectural Control Committee decision. After the appeal period, the Architectural Control Committee decision shall become final.

Section 5. Landscaping plans must take into account both underground and above ground infrastructure, including electrical and utility lines, and must also take into account that the Association provides lawn care for the entire subdivision.

Section 6. Construction workers, for whatever purpose, shall be only allowed on the property between 7:00 o'clock a.m. and 6:00 o'clock p.m., prevailing time. Monday through Saturday. No construction work shall be permitted on Sunday or any commonly recognized and observed federal and state holiday, except for emergency repairs.

Article VIII. Annexation of Additional Property

Additional residential property and common area may be annexed to the subdivision with the consent of two-thirds (2/3) of members.

Article IX. General Provisions

Section 1. Enforcement.

(a) The association, or any owner has the right to enforce, by legal proceeding or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by the association, or by any owner to enforce any covenant or restriction set forth in this agreement will in no event be deemed a waiver of the right to do so at a later time.

(b) The association may levy reasonable fines pursuant to Florida Statutes, §720.305 (2016), and all amendments thereto.

(c) The association may suspend the right of a member, or a member's tenant, guest or invitee, the use of the common areas and facilities for the failure of the owner of the lot, or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association.

(d) The association shall also have all powers of enforcement as set forth in the Florida "Homeowners's Association Act," Chapter 720, Florida Statutes, and all amendments thereto.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order will in no way affect any other provisions, which will remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by recording an instrument executed and acknowledged by not less than two-thirds (2/3) of members.

Section 4. Subordination. No breach of any of the conditions contained in this agreement or reentry by reason of such breach will defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot in the subdivision; provided, however, that the conditions will be binding on any owner whose title is acquired by foreclosure, Trustee's sale, or otherwise.

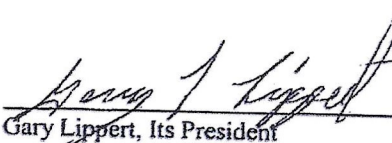
Section 5. Duration. The covenants and restrictions of this declaration will run with and bind the land, and will inure to the benefit of and be enforceable by the association or any member thereof for a period of twenty (20) years from the date of execution of this instrument, and thereafter will continue automatically in effect for additional periods of ten(10) years, unless

File # 2018005910 BK: 3975 PG: 1877, Pages: 11 of 11

otherwise agreed to in writing by the then-owners of at least seventy five percent (75%) of the subdivision lots.

The forgoing was adopted as the Amended and Restated Declaration of Greenwood Acres, Inc., a corporation not for profit under the laws of the State of Florida, at the annual meeting of the members on the 6 day of January, 2018.

Greenwood Acres, Inc.



Gary Lippert, Its President