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Declaration of Covenants, Conditions and Restrictions For Solano Woods Homeowners Association, Inc.

Architectural Review Committee

The Board of Directors shall have the authority and standing on the behalf of the Solano Woods Homeowners Association (the "Association"), to enforce in courts of competent jurisdiction decisions of the Architectural Review Committee (the "Committee"), established by this Article.

The Architectural Review Committee

The Board of Directors shall appoint the Committee which shall consist of a least three (3), but no more than five (5) persons. The Committee shall have exclusive jurisdiction over all exterior painting, demolition and construction, modifications, additions or alterations made on or to existing Units pursuant to the Architectural Standards. Moreover, the Committee shall have the right to revise, amend and update the Architectural Standards by a majority vote of the Committee, in order to respond to future changes. Upon revising, amending or updating the Architectural Standards, the Committee shall provide notice of the changes to the Board of Directors and the Association, and the Committee will make the corresponding changes in the Architectural Standards.

Architectural Standard

On behalf of the Board, the Committee shall prepare and promulgate design and development guidelines and review procedures entitled Architectural Standards, which shall include the payment by each Unit Owner who wishes to make a change of a review fee not to exceed \$25.00 for all proposed construction, modifications, additions, and improvements by Owners. Builders who seek to engage in construction upon any or all portions of the community shall be in strict compliance with the Architectural Standards and this Article. Moreover, no painting of the exterior of a Unit by an Owner, no construction, which term shall include within its definition, staking, clearing, excavation, grading, and other site work, no screen fencing, or removal of large trees exceeding 12" dbh (diameter at breast height), shall take place except in strict compliance with the Architectural Standards and this Article. County verbiage is as follows: Specimen or historic trees as deemed in section 4.01.05.D of the county code, shall not be removed, unless upon showing of good cause and where the owner proposes an alternative which conforms to the general intent and spirit of these regulations, and where the object of this article is subsequently met.

Fences: as of October 27, 2010 all newly erected fences must be wood board-on-board with a dog-ear top.

Variances

Pursuant to the Architectural Standards, the Committee, upon a majority vote of the Committee and the Board of Directors, has the right to grant variances from the Architectural Standards to individual Owners or builders.

USE RESTRICTIONS

Residential Use

No commercial use of a Unit which shall be inconsistent with applicable zoning laws and regulations shall be permitted unless approved by the Board of Directors in writing.

Nuisances

No activity shall be permitted to exist or operate in a Unit which constitutes a nuisance or is detrimental to the Community or to any other Unit.

Unlawful Use

The Association and the Owners shall comply with all applicable laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency relating to the Community.

Insurance

No owner shall permit anything to be done or kept in or off his Unit or the Common Area and/or Limited Common Area which increases the rate of insurance, or results in the cancellation of insurance, on the Common Area and/or Limited Common Area.

<u>Pets</u>

Unit Owners shall not keep in any Unit, wildlife, livestock, or poultry of any kind, other than domesticated household birds and fish, house dogs or domesticated house cats. All animals are to be leashed (if outdoors) or kept within the Unit and shall not be permitted to roam free. Owners who walk their pets on areas other than their own property must clean up after their pets. Commercial activity involving pets, including, without limitation, boarding, breeding, grooming or training is not allowed. The ability to keep a pet is a privilege, not a right. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Community. Pets may not be left unattended and leashed in front yards or open garages. Pets may be left in front yards contained by an "invisible fence". Pursuant to rules and regulations, the Board may further regulate pets, including, but not limited to, the number and type of pets.

<u>Signs</u>

No sign, advertisement or notice of any type whatsoever that exceeds 88 square inches, may be erected or displayed upon any Unit, Common Area and/or Limited Common Area unless expressed prior written approval of the size, shape, content and location has been obtained from the Board of Directors, which approval may be withheld in its discretion. Notwithstanding the foregoing, the Board of Directors may erect reasonable and appropriate signs on any portion of the Common Area and/or Limited Common Area.

Exterior Lighting

No spotlights, seasonal and special effect lighting, floodlights or similar high intensity lighting shall be placed or utilized upon any Unit which in any way will allow light to be directed through windows on any other Unit without the prior written approval of the Committee and in accordance with the Architectural Standards. Low intensity lighting which does not disturb other Owners or other occupants shall be permitted. There shall be no Christmas lighting or decorations visible from the street from February 1st through November 1st of each year.

Traffic Hazards

Nothing shall be erected, constructed, planted or otherwise placed in the Community which creates a traffic hazard or blocks the vision of motorists upon any of the streets, roads or intersections of the Community. This includes yard and household trash laid out for weekly pick up.

Service Yards

All garbage receptacles, gas meters, air conditioning, heating, pool equipment, materials and supplies, and other equipment placed or stored outside must be concealed from view from roads and adjacent Community in accordance with the Architectural Standards.

Antennas and Other Devices

No exterior radio or television antenna satellite dish or other receiver transmitting device or any similar exterior structure or apparatus may be erected or maintained unless adherent to the Architectural Standards. Each Owner may maintain a satellite dish provided the satellite dish complies with location guidelines adopted by the Committee.

Parking and Garages

Owners shall park only in their garages or in the driveways servicing their Unit. Garage doors shall be kept closed when not in use.

Trees

Pursuant to the Architectural Standards, no trees larger than 12 inches in dbh (diameter at breast height), unless there is a specific reason, shall be cut or removed without approval of the Committee. County verbiage is as follows: Specimen or historic trees as deemed in section 4.01.05.D of the county code, shall not be removed, unless upon showing of good cause and where the owner proposes an alternative which conforms to the general intent and spirit of these regulations, and where the object of this article is subsequently met. Palm trees must be trimmed of dead fronds (petticoat).

Fences and Walls; Clotheslines

No fences, screens (including but not limited to pool screen cages or walls) shall be erected unless in accordance with the Architectural Standards. Furthermore, Unit Owners shall not erect or maintain any clotheslines that are in sight of any other Unit or any street or Common Area.

Motor Vehicles, Trailers, Etc

Recreational vehicles, including but not limited to boats, watercrafts, boat trailers, mobile homes, trailers (either with or without wheels), motor homes, vans over nineteen (19) feet in length, tractors, trucks in excess of three (3) tons, all-terrain vehicles of any type, campers, motorized campers, motorized go-carts or any other related transportation device may only be stored outside or on any Unit a maximum of 48 hours unless fully concealed from sight or garaged. Vehicles shall be parked only within Units on paved surfaces and shall not block driveways. Extended or overnight parking by Owners (occupants) within street rights-of-way is prohibited An exemption to this is in cases such as sealing, re-surfacing, etc., in which case a vehicle would have to be parked on the street overnight. The Board must be notified of these cases and provided with a time estimate of the exemption. The Association is authorized to tow vehicles parked in violation hereof. Parking in street right-of-way by non-Owner shall be permitted. However, this also should not exceed 48 hours and should abide by the local laws, i.e., keeping the required distance from a Stop sign/corner. The exception to this will be for trailers and dumpsters actively being used in the construction or remodeling of that Unit. The Association must be notified in writing of the estimated time these items/ vehicles will need to remain at the Unit.

Reasonable Condition of Property

No partial painted exteriors Holes Broken trim, windows, garage doors, screens Grass height 7inches from soil line

Recreation Equipment

All basketball courts, backboards, volleyball nets, swing sets, sandboxes and other outdoor recreational equipment shall be installed, maintained or used only in accordance with the Architectural Standards.

<u>Leases</u>

In order to maintain a community of congenial Owners which are financially responsible and thus protect the value of the Units, the leasing and rental of Units by any Owner shall be subject to the following provision, which provision each Unit Owner covenants to observe:

- (i) No Owner may lease his or her residence for a period less than 7 months without the prior written approval of the Board, which approval is subject to the Board's sole and absolute discretion:
- (ii) The Unit Owner must first submit to the Board a copy of the full executed lease for its approval, to determine whether the term is correct;
- (iii) The lease must specifically state that the tenant lets the Unit subject to the terms and conditions of the Declaration and if the Unit Owner fails to pay the Assessments required hereunder, the Association may collect from the tenant the outstanding Assessments, provided the amount of the Assessments does not exceed the rental amount for the Unit;
- (iv) No subletting or renting of a single room without express written permission of the Board;
- (v) Multi-family leases are prohibited; and,

(vi) The appearance of the Unit, including but not limited to, the yard, must be maintained to community standards. If there is failure to maintain the property, the tenant and/or owner may be assessed a fine.

The number of inhabitants within a Unit shall be defined Pursuant to Article II, Sec. 2.02.01 Use Classifications and Definitions and Article XII Part 12.01.00 – Definitions – Family of the St. Johns County Land Use Codes. Also, whatever the Unit Owner submits, such as a family of 4, or two individuals, cannot change without approval. An Owner who rents must provide their contact information and keep the Board apprised of any changes.

ENFORCEMENTS OF COVENANTS AND ABATEMENT OF VIOLATIONS

Violations By Minors

Parents will be held responsible for all damage caused to the neighborhood common areas by their minor children. A fine of replacement cost/repair per occurrence will be assessed. Fines shall be paid no later than thirty (30) days after notice of the imposition. If fines are not paid within the thirty day notification a lien shall be filed and will stay in effect until all fees have been paid and resolution of imposition notice has been resolved.

Compliance by Owners

Every Owner, Owner's family, guest, invitees, tenants and employees shall at all times comply with all Bylaws, Rules and Regulations, Community–Wide Standards, Architectural Standards, Use Restrictions, and with the covenants, conditions and restrictions set forth herein and in the deed of his Unit (as hereinafter referred in this Article, the "Rules"). All violations shall be reported immediately to a member of the Board. Disagreements concerning violations, including interpretation of the Rules, shall be presented to and determined by the Board of Directors, whose interpretation and whose remedy action shall control. In the event that an Owner fails to abide by the Rules, then he or she may be subject to any action, right of entry, fine, or other remedy contained in this Declaration. Each remedy shall be non-exclusive and in addition to all other rights and remedies to which the Association may be entitled. Failure by the Association to enforce any Rules or exercise any right or remedy contained herein shall not be deemed a waiver of the right to do thereafter.

<u>Actions</u>

The Board of Directors may bring an action at law and/or equity (including an action for injunctive relief), or both, in the name of the Association to enforce the Rules. In such an event, the Association additionally shall be entitled to recover the costs and attorney's fees.

Right of Entry

Violation of the Rules shall give the Association or duly authorized agent the right to enter the front yard of a Unit to abate or remove, at the expense of the Owner, any structure, thing or condition which violates the Rules. This is to include mowing of the lawn when it is documented that the grass is in excess of seven (7) inches from soil line in height. The Association shall not be liable in any manner for trespass, abatement or removal and all costs and fees incurred by the Association may be specifically assessed against the violation Owner and shall be treated as an Individual Assessment otherwise due the Association.

Fines

The Board, in its sole discretion, may impose a fine or fines upon an Owner for failure to comply with the Rules, provided the following procedures are adhered to:

- (a) Notice: The Association shall notify the Owner in writing of the non-compliance. Included in the Notice shall be the date and time of the Board meeting at which the non-compliance will be considered. In the case of un-mowed lawns there will be no hearing. The Owner should be allowed ten (10) days to respond to the Notice before any action is taken by the Board.
- (b) <u>Hearing</u>: The non-compliance shall be presented at a Board meeting before a committee of a least three (3) members appointed by the Board, who are not officers, directors or employees of the Association,

or the spouse, parent, child, brother or sister of an officer, director or employee, where the Owners may protest any allegation of non-compliance and any imposition of fines. A written decision of the committee shall be submitted to the Owner no later than twenty-one (21) days after the Board meeting. The committee must approve, by majority vote, the proposed fine or suspension, prior to it being imposed.

- (c) Fines: The Board of Directors may impose fines against any Owner, tenant, guest or invitee.
- (d) <u>Payment of Fines</u>: Fines shall be paid no later than thirty (30) days after notice of the imposition. If fines are not paid within the thirty day notification a lien shall be filed and will stay in effect until all fees have been paid and resolution of imposition notice has been resolved.
- (e) Assessments: Fines shall be treated as an Individual Assessment otherwise due to the Association.
- (f) Application: All monies received from fines shall be allocated as directed by the Board of Directors.
- (g) Non-Exclusive Remedy: Any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

BY-LAWS OF SOLANO WOODS HOMEOWNERS ASSOCIATION, INC.

THESE BY-LAWS HEREIN DO SUPERSEDE AND REPLACE ALL OTHER PREVIOUS BY-LAWS OF THE SOLANO WOODS HOMEOWNERS ASSOCIATION AND ALL SUBSEQUENT AMENDMENTS THERETO.

ARTICLE I GENERAL

Section 1. Name and Location. These are the By-Laws of the Solano Woods Homeowners Association, Inc., (the "Association"), a Florida not-for-profit corporation, its successors and assigns. The Association is located in Ponte Vedra Beach, St. Johns County, in the State of Florida and its address is P. 0. Box 143, Ponte Vedra Beach, FL 32004-0143. Meetings of Members and Directors may be held at such place as designated by the Board of Directors within Ponte Vedra Beach, Florida.

Section 2. Conflict. These By-Laws are intended to be consistent with the provisions of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of the Solano Woods Subdivision (the "Declaration") and the ARTICLES OF INCORPORATION of the Association (the "Articles"). If a conflict results, the provisions of the Declaration or the Articles control anything to the contrary in these By-Laws.

Section 3. Fiscal Year. The Association's fiscal year shall begin on the first day of January of each calendar year. However, the annual assessment period shall begin on October 1 and end on October 31 of each calendar year.

ARTICLE II DEFINITIONS

<u>Section 1.</u> "Properties" shall mean and refer to that certain real property described in the Declaration.

<u>Section 2.</u> "Lot" shall mean and refer to any building plot of land shown upon the recorded subdivision plats of the Properties.

<u>Section 3.</u> "Owner" shall mean the owner of record, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties.

<u>Section 4.</u> "Member" shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

<u>Section 5.</u> "Border Areas" shall mean and refer to those Lots within the subdivision which border on Solana Road and on the entrance to Solano Woods Drive from Solana Road upon which there has been erected either a berm, sprinkler system, wells and/or pumps and shall also refer to the twenty-foot easements and the retention pond drainage easements shown on the plat of SOLANO WOODS in the block of Lots 86-102, inclusive and the block of Lots 62-74, inclusive.

ARTICLE III MEETINGS OF MEMBERS

<u>Section 1. Annual Meetings.</u> The Annual Meeting of the Members shall generally be held during the month of October at a time and location as designated by the Board of Directors. From time to time the Board may schedule the Annual Meeting during a different month.

Section 2. Special Meetings. Special meetings of the Members may be called at any

time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of the Annual Meeting of the Members or any Member meeting at which time a vote to change any of the governing regulations shall occur shall be given by mailing a copy of such notice at least 14 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting. Such notice shall also be posted on the web site and on the informational sign at the entrance to the neighborhood and will include the purpose of the meeting. A meeting of the members, at which no vote will be taken, requires only that the notice be posted on the web site and on the informational sign. The Board may meet from time to time in preparation for a Member meeting without notification of all of the Members.

Section 4. Quorum. The presence at the meeting of Members entitled to vote, or of proxies entitled to be cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Declaration, the Articles or these By-Laws. If, however, such a quorum is not present at the meeting those Members entitled to vote thereat shall have the power to adjourn the meeting and reschedule it to a later time.

<u>Section 5. Proxies.</u> At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the start of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Lot.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

<u>Section 1. Number.</u> The affairs of this Association shall be managed by a Board of Directors (the "Board") of three (3) but no more than seven (7) Directors, provided there shall not be an even number of Directors, who must be Members of the Association.

Section 2. Term of Office. It is the intent of the Association to provide continuity among the Directors such that approximately one-half (1/2) of the Directors shall be elected at alternate annual meetings of the Members to hold office for a term of two (2) years and until their successors shall be elected and seated. Terms shall coincide with the fiscal year. There shall be a period from the election of Directors at the Annual Meeting in October and the start of the fiscal year in January, where both the former Directors and newly elected Directors are both in place to allow for a seamless transition. At each election of Directors, each Member shall be entitled to vote for as many persons as there are Directors to be elected. Directors may be re-elected successively any number of times.

<u>Section 3. Removal.</u> Any Director, or the entire Board, may be removed with or without cause, by a majority vote of the Members (52 votes) of the Association at a special membership meeting called expressly for such purpose. In the event of the death, resignation or removal of a Director, a temporary successor shall be selected by the remaining Directors and shall serve until the end of the term of the person replaced.

Section 4. Compensation. No Director shall receive compensation for any service

rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of Director's duties.

<u>Section 5. Action Taken Without a Meeting.</u> The Board shall have the right to take any action without a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE V ELECTION OF DIRECTORS

Elections to the Board of Directors shall be conducted at each Annual Meeting of the Members and shall be by secret written ballot. At each election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of ARTICLE II, Section 7 of these By-Laws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

<u>Section 1. Regular Meetings.</u> Regular meetings of the Board shall be held at least annually or at such frequency and at such place and hour as may be fixed from time to time by resolution of the Board.

<u>Section 2. Special Meetings.</u> Special meetings of the Board shall be held when called by the Association's President or by any two Directors, after not less than three (3) days notice to each Director.

<u>Section 3. Quorum.</u> A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board shall have power to:

- (a) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Declaration or Articles;
- (c) declare the office of a Member of the Board to be vacant in the event such member shall be absent from three (3) or more consecutive regular meetings of the Board;
- (e) employ independent contractors, and such other employees as it deems necessary, and to assign their duties; and,
- (f) employ a management company if approved by a majority of the Members.

<u>Section 2. Duties.</u> It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by two-thirds (2/3) of the Members entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot in advance of each annual assessment period;
 - (2) send written notice of each assessment amount to every Owner at least thirty (30) days in advanceof each annual assessment period;
 - (3) foreclose the lien against any property for which assessments are not paid within (90) days after the due date or to bring an action at law against the Owner personally obligated to pay the same;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment had been paid. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure, and maintain:
 - (1) adequate liability and hazard insurance on any property owned by the Association; and,
 - (2) adequate liability insurance on the Members of the Board;
- (f) cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; if such a determination is made it shall be the responsibility of the association to pay any cost associated with this; and,
- (g) cause all Border Areas to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

- <u>Section 1. Enumeration of Officers.</u> The regular Officers of this Association shall be a President, Vice-President, Secretary and Treasurer, and such other Officers as the Board may decide from time to time to create by resolution.
- <u>Section 2 Election of Officers.</u> At the first meeting of the Board immediately following each Annual Meeting of the Members, the Board shall elect from the Directors such Officers as are necessary to fill the offices enumerated in Section 1 of this Article.
- <u>Section 3</u>. Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for two (2) years unless such Officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.
- <u>Section 4.</u> <u>Special Appointments.</u> The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may determine from time to time.

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

<u>Section 6. Vacancies.</u> A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer replaced.

Section 7. Multiple offices. No person shall simultaneously hold more than one office except in the case of special offices created pursuant the Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follows;

President

The President shall preside at all meetings of the membership and of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.

Vice-President

The Vice-President shall act in the President's stead in the event of the President's absence, inability or refusal to act.

Secretary

The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board of the Members.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year as requested by the Board; and shall prepare a proposed annual budget to be approved by the Board and prepare a statement of income and expenditures to be presented to the membership at its Annual Meeting.

Any regular officer may also exercise such other powers, and discharge such other duties, as the Board from time to time may require or permit.

ARTICLE IX

BOOKS AND RECORDS

Section 1. <u>Records Enumerated</u>. The Association shall keep correct and complete electronic books and records of account; Minutes of the proceedings of its Members and the Board; and a membership record.

<u>Section 2. Membership Record.</u> The Association's membership record must show the name of each Owner; a proper legal description of the Owner's Lot; whether the Owner's membership is in good standing; and the address to which notice is to be given the Owner pursuant to these By-Laws.

Section 3. Inspection. All current books, records and papers of the Association shall, at all times and during reasonable hours, be subject to inspection by any Member at a suitable time and place. The Declaration, the Articles and the By-Laws of the Association shall, at all times, be made available for inspection by any Member on the web site and copies shall be provided at a reasonable cost upon request by any Member.

ARTICLE X ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property of which the assessment is made. Any assessments not paid when due shall be deemed delinquent. If the assessment is not paid within ninety (90) days after the due date, the assessment shall bear a late fee from the date of delinquency at a rate as set by the Board, but in no event be greater than the maximum rate of interest allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and late fees, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of such Owner's Lot.

ARTICLE XI AMENDMENTS

These By-Laws may be amended, at an Annual or special meeting of the Membership, by a vote of a majority of a quorum of Members present in person or by proxy.

CERTIFICATION

I, the undersigned, do hereby certify:

MARTHA LOTT Commission DD 949880 Expires January 26, 2014

That I am the duly elected Secretary of the Solano Woods Homeowners Association, Inc., a Florida corporation not for profit; and, that these By-laws herein do supersede and replace any and all other By-Laws of the Solano Woods Homeowners Association dated prior to August 1, 2010 and all subsequent amendments thereto pursuant to a resolution of the Board of Directors dated August 4th, 2010.

IN WITNESS THEREOF, I have subscribed my name of said Association this 5^{th} day of AUGUAT September, 2010.

Dr.H.

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