

their guests thereon, and to establish penalties for the infraction thereof.

B. Suspend the voting rights of a member during any period in which such member shall be in default in the payment of assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days from infraction of published rules and regulations.

C. 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 Bylaws, the Articles of Incorporation, or the Declaration.

D. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from THREE (3) consecutive regular meetings of the Board of Directors.

E. Employ a manager, an independent contractor, or such other employee as they deem necessary, and to prescribe their duties.

SECTION 2. Duties. It shall be the duty of the Board of Directors to:

A. Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed.

B. As more fully provided in the Declaration to:

1. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

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2. Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period.

3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

C. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

D. Procure and maintain adequate liability and hazard insurance on property owned by the Association.

E. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

F. Cause the Common Areas to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Officers. The officers of this Association shall be a president, and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

SECTION 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

SECTION 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

SECTION 4. Special Appointments. 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, from time to time determine.

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.

SECTION 6. Vacancies. 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 any officer he replaces.

SECTION 7. Multiple Offices. The office of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in

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the case of special offices created pursuant to Section 4 of this Article.

SECTION 8. Duties. The duties of the officers are follows:

A. President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

B. Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

D. 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 of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review of the Association books to be made at the completion of each

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fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular Annual Meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Review Board as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The Books, records, and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable costs.

ARTICLE XI

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 against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear

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interest from the date of delinquency at the maximum rate allowable under the laws of the State of Florida, and the Association may bring an action against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "DEER POINTE COMMUNITY ASSOCIATION, INC. a corporation not for profit".

ARTICLE XIII

AMENDMENTS

SECTION 1. During the first year of existence of this corporation, the Board of Directors shall have the power and authority to alter and amend these Bylaws at a regular or special meeting of the Board by a majority vote of such Board; thereafter, the Bylaws may be altered, amended, added to, or rescinded at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner or the Veterans Administration shall have the right to veto amendments while

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Developer owns seventy five percent (75%) of the Lots in DEER
POINTE.

SECTION 2. In the case of any conflicts between the Articles
of Incorporation and these Bylaws, the Articles shall control; and
in the case of any conflict between the Declaration and these
Bylaws, the Declaration shall control.

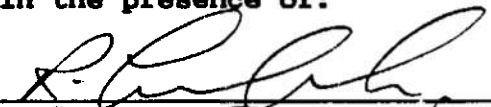



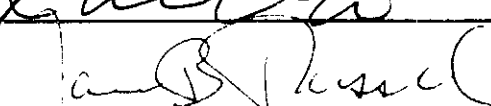

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first
day of January and end on the 31st day of December of every year
except that the first year shall begin on the date of
incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of DEER
POINTE COMMUNITY ASSOCIATION, INC., have hereunto set our hands and
seals this 31st day of MARCH, 1993.

Signed, sealed and delivered
in the presence of:

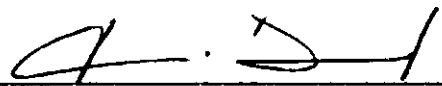









THORPE J. EARLEY



C. PHILIP WALLIS



ANDREW TEMMEL, JR.

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This instrument prepared by:

R

Paul L. Wean, Esquire
WEAN & MALCHOW, P.A.
646 East Colonial Drive
Orlando, Florida 32803

**CERTIFICATE OF APPROVAL OF AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS DEER POINTE**

The undersigned authorities hereby certify that at a duly called special meeting of the Board of Directors held on May 20, 2013, the Board of Directors of Deer Pointe Community Association, Inc. duly adopted the attached amendments to the Declaration of Covenants and Restrictions Deer Pointe ("Declaration") as originally recorded in the Public Records of Seminole County, Florida at Official Record Book 2623, Page 0784. The approval was achieved by two-thirds (2/3) of the total votes of the Board of Directors of the Association as set forth in Article VIII, Section 8 of the Declaration.

Witness our hands and seals this 28 day of May, 2013.

ATTEST:

DEER POINTE COMMUNITY ASSOCIATION, INC.

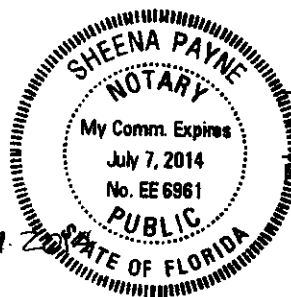
Janice Raymond
Janice Raymond, Secretary

By Chuck Calhoon
Chuck Calhoon, President

STATE OF FLORIDA :
COUNTY OF SEMINOLE :

Before me, the undersigned authority, personally appeared CHUCK CALHOON and JANICE RAYMOND, to me personally known to be the President and Secretary, respectively, of Deer Pointe Community Association, Inc., or having produced FLORIDA DRIVERS LICENSES as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

Witness my hand and official seal in the State and County last aforesaid, this 28th day of May, 2013.



Sheena Payne (SIGN)
SHEENA PAYNE (PRINT)
Notary Public, State of Florida at Large

My Commission Expires: 7.7.2014

**REVISED PROPOSED AMENDMENTS TO THE
DECLARATION OF COVENANTS
AND RESTRICTIONS DEER POINTE**

Proposed additions shown in **bold underlining**

Proposed deletions shown in ~~strikeouts~~

Omitted but unaffected provisions are represented by * * *

* * *

ARTICLE VII
RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations, and conditions, which shall be binding upon the Developer and upon each and every Owner who shall hereafter acquire a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors, and assigns, as follows:

* * *

SECTION 2. Dwelling Size. All Living Units shall have a minimum of sixteen hundred (1,600) square feet of living area. The floor space within the garage, a breezeway, a porch, or an unfinished **attached** storage utility room, **or a single detached shed used to store play and recreational equipment**, shall not be included within the living area for the purpose of determining the minimum allowable living area.

* * *

SECTION 7. Game and Play Structures. Treehouses or platforms of a like kind and nature and all basketball backboards and any other fixed game and play structure shall be located at the rear of the Living Unit, or on the side portion of ~~corner~~ the lots within tie setback lines behind the plane of the front elevation of the Living Unit, only after approval of the ARB. **Play structures may include a single detached shed used to store play and recreational equipment, provided that the plans and specifications for such shed shall have been submitted and approved in writing in advance in accordance with the procedures set forth in Article VI hereof. The Board of Directors or the Architectural Review Board shall have the power to adopt and publish specific criteria further regulating the use, location, construction, appearance and maintenance of approved sheds from time to time. This amendment is intended to clarify the provisions of this Declaration and shall apply to all existing improvements in the Property.**

* * *

SECTION 14. Trailers. No house or travel trailer, camper, boat trailer, boat, tent, barn, or similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently. This provision shall not apply to any temporary construction trailer owned by Developer placed upon the property for the purpose of a temporary facility during the course of construction. **The foregoing shall not be construed to prohibit the type of structures otherwise permitted by any other provision of this Declaration, including specifically a single detached shed used to store play and recreational equipment meeting the criteria adopted by the Board of Directors or the Architectural Review Board from time to time.**

* * *

Prepared by: Paul L. Wean

Date: March 28, 2013

This instrument prepared by:

Paul L. Wean, Esquire
WEAN & MALCHOW, P.A.
646 East Colonial Drive
Orlando, Florida 32803

**CERTIFICATE OF APPROVAL OF AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS OF DEER POINTE**

The undersigned authorities hereby certify that at a duly called special meeting of the Board of Directors held on May 19, 2014, the Board of Directors of Deer Pointe Community Association, Inc. duly adopted the attached amendment to the Declaration of Covenants and Restrictions of Deer Pointe ("Declaration") as originally recorded in the Public Records of Seminole County, Florida at Official Record Book 2623, Page 0784, as amended of record. The approval was achieved by at least two-thirds (2/3) of the total votes of the Board of Directors of the Association as set forth in Article VIII, Section 8 of the Declaration.

Witness our hands and seals this 12th day of July, 2014.

ATTEST:

DEER POINTE COMMUNITY ASSOCIATION, INC.

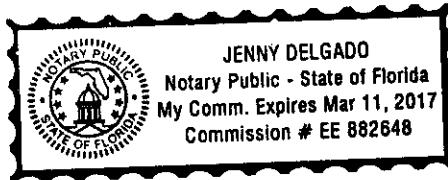
Charles H. Schulman
Charles H. Schulman, Secretary

By Guy E. Sandberg
Guy E. Sandberg, President

STATE OF FLORIDA :
COUNTY OF SEMINOLE :

Before me, the undersigned authority, personally appeared GUY E. SANDBERG and CHARLES H. SCHULMAN, to me personally known to be the President and Secretary, respectively, of Deer Pointe Community Association, Inc., or having produced FL IDDED DL as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

Witness my hand and official seal in the State and County last aforesaid, this 12th day of July, 2014.



Jenny Delgado (SIGN)
Jenny Delgado (PRINT)
Notary Public, State of Florida at Large

My Commission Expires: 3-11-17

**REVISED PROPOSED AMENDMENTS TO THE
DECLARATION OF COVENANTS
AND RESTRICTIONS DEER POINTE**

Proposed additions shown in **bold underlining**

Proposed deletions shown in ~~strikeouts~~

Omitted but unaffected provisions are represented by * * *

* * *

**ARTICLE VII
RESTRICTIVE COVENANTS**

The Property shall be subject to the following restrictions, reservations, and conditions, which shall be binding upon the Developer and upon each and every Owner who shall hereafter acquire a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors, and assigns, as follows:

* * *

SECTION 8. Fences. After appropriate written approvals have been received from the ARB of the Homeowners Association, fences will be permitted, subject to the following restrictions:

a. Fences shall not exceed six (6) feet in height and shall be made of a-wood, wrought iron, or vinyl material of a style and type approved by the ARB. Posts on stockade type fences must be installed to the inside of the Lot and hidden from public view. No chain link fence will be permitted.

b. Fences shall not be permitted beyond the front building line.

* * *

Prepared by: Charles Calhoun

Date: June 14, 2013

This is a certified copy