

**EXHIBIT D**

**Rules and Regulations**

**[See Attached 27 Pages]**

**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.**  
**RULES AND REGULATIONS**

**GENERAL**

These Rules and Regulations are designed for the mutual benefit of all Owners within the community known as Winding Ridge (the "Community"). All Rules and Regulations shall apply to and be binding upon all Owners and their Occupants. Notwithstanding the foregoing, the Rules and Regulations shall not apply to Declarant or Declarant's agents, employees or contractors or to Lots or Homes owned by Declarant until they are conveyed to Owners. All initial capitalized terms used herein, but not defined, shall have the meaning given to such terms as set forth in the Declaration of Covenants, Restrictions and Easements for Winding Ridge, as amended and/or supplemented from time to time (the "Declaration").

1. *Responsibility.* With respect to compliance with the Rules and Regulations, an Owner shall be held responsible for their own actions as well as those of their Occupants, contractors and other persons for whom such Owner is responsible, as well as for the actions of persons over whom Owner exercises control and supervision.
2. *Observance of Governmental Requirements.* All applicable laws, ordinances, codes, orders, rules, regulations and requirements of all governmental bodies having jurisdiction (collectively, "Governmental Requirements") shall be observed. Violations of any Governmental Requirements relating to Association Property or any Lot or Home shall be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.
3. *Improper Use.* No improper, hazardous or unlawful use shall be made of the Association Property or any Home or Lot.
4. *Nuisance.* No obnoxious or offensive activity as determined by the Board shall be carried on or about the Lots or in or about any Improvements, Homes, Association Property or on any portion of the Community nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Homes and/or Lots which, as determined by the Board, is a source of annoyance to Owners or Occupants of Homes or which interferes with the rights, peaceful possession or proper use of the Homes or the surrounding areas.
5. *Disturbance.* No loud noises, noxious or unpleasant odors, or ultra-hazardous activity, each as determined by the Board, shall be permitted or undertaken by any Owner and/or Occupant in any portion of the Community (including all Improvements, Association, Property, Homes or Lots). None of the following shall be located, used or placed on any Lot or inside any Home, or exposed to other Owners without the prior written approval of the Board of Directors (the "Board"): (a) horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes); (b) noisy vehicles, power equipment, power tools or off-road motor vehicles; or (c) any items which may unreasonably interfere with television or radio reception. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others.
6. *Violations.* Violations of any Rule or Regulation shall subject the responsible Owner and/or violator to any and all remedies available to the Association pursuant to the Governing Documents (as defined in the Declaration), including all rules and regulations promulgated by the Association, and the HOA Act. All violations of any of the Rules and Regulations should be reported immediately to the Board or its designees. Violations shall be called to the attention of the responsible Owners and, as appropriate, the violators by the Board or its designees in writing. Disagreements concerning violations shall be presented to and be ruled upon by the Board or its designees in accordance with the Declaration and the HOA Act.
7. *Enforcement.* Failure of an Owner to comply with any Rule or Regulation adopted by the Association shall be grounds for action which may include an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies for failure to comply with any Rule or Regulation, the Association may levy fines and/or suspend any or all of the rights of an Owner or an Owner's Occupants to use the Association Property and facilities (including, without limitation, the Recreation Tract) as provided in the Declaration. In any actions, the Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorney's fees, against the responsible Owner and, as appropriate, any violators. In addition, and in the sole discretion of the Board, fines may be imposed upon an Owner for failure to comply with any Rule or Regulation. Procedures for the impositions of fines are spelled out in the Declaration and the HOA Act.
8. *Revocation.* Any waivers of the Rules and Regulations and/or consents or approvals in violation of the Rules and Regulations given by the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.
9. *No Amendment.* The Rules and Regulations contained in this document do not amend any provision of the Declaration. In the event of conflict between the two, the provisions of the Declaration shall prevail.
10. *Further Amendment.* The Board reserves the right to amend, rescind, clarify or alter these Rules and Regulations, in whole or in part, at any time and from time to time, including, without limitation, rules and regulations relating to the use of any portion of the Association Property, including the Recreation Areas, the Clubhouse and the facilities and/or amenities therein.

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**ADDITIONS AND ALTERATIONS**

As provided in the Declaration, no Owner shall make any improvement, addition, modification, decorations or alteration to such Owner's Lot or the exterior of such Owner's Home (the "Improvement") without the prior written approval of the Architectural Control Committee ("Committee") and a security deposit in an amount determined by the Board to cover incidental damages caused to Association Property or to an adjacent Lot or Home by virtue of such Owner's construction of Improvements. All requests for Committee approval of any Improvement (as defined below) must be on the form designated for this purpose by and available from the Association. No changes shall be commenced until such time as the Owner is in receipt of written approval from the Committee.

**ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE"):**

The Committee shall require the submission of plans and specifications showing the materials, color, structure, dimensions and location of the proposed Improvement in sufficient detail to assure compliance with any criteria established for approvals. Submissions shall be accompanied by justification or reasoning for the Improvement and the security deposit, if any, required by the Board to cover the costs of incidental damage caused to Association Property or to an adjacent Lot or Home by virtue of an Owner's construction of improvements, additions or alterations to such Owner's Lot or exterior of the Home. Notwithstanding any criteria established, the Committee shall in its discretion determine whether the Improvement shall be in harmony with or detrimental to the appearance of the Community. The Committee shall approve or disapprove the request within 45 days from receipt of all requested submission plans and materials. In the event the Committee fails to approve or disapprove a request in writing within 45 days of receipt of all requested plans, materials and information, unless a request is specifically deferred, the request shall automatically be deemed disapproved. No modification, installation and/or construction of an Improvement shall be commenced until such time as the Owner is in receipt of written approval from the Committee.

The Committee shall approve proposed plans and specifications for Improvements submitted for its approval only if:

- (i) it deems that the Improvements contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole;
- (ii) the appearance of the Improvements will be in harmony with the surrounding structures and is otherwise desirable; and
- (iii) the Improvements are consistent with the "Community Standard" (as defined in the Declaration).

The Committee shall also adhere to the restrictions and requirements for Improvements provided in the Declaration, Rules and Regulations and other guidelines as may be promulgated by the Board with respect to any and all additions and alterations within the Property. The Committee may condition its approval of proposed plans and specifications in such a manner as it deems appropriate, including, without limitation, Owner's compliance with any and all Governmental Requirements. The Association may also require the submission of additional information prior to approving or disapproving such plans.

If approved by the Committee, all construction shall be subject to the terms and conditions set forth in the Committee's approval, the Governing Documents, the Rules and Regulations, and any applicable Governmental Requirements, including, without limitation, obtaining all proper permits. Approval of an Improvement by the Committee shall not be deemed to be an exemption from compliance with all Laws.

**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
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**ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS**

Without limiting the generality of the requirements set forth on Page 2 of these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for Improvements. Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every of the following items and are subject to any conditions imposed by the Committee if approved:

1. *Painting.* The painting, staining or varnishing of the exterior of the Home, including doors and garage doors, may be approved only if the colors and style are consistent with existing improvements. Declarant's original paint color schemes provided to its original purchasers shall be the basis for determining consistency with existing improvements. No Home shall have the same exterior color scheme as either of the homes placed next to it whose front elevation is on the same street frontage.
2. *Metal or Aluminum Roofs.* Metal or aluminum roofs shall not be permitted.
3. *Temporary Structures.* No tents, trailers, shacks, utility sheds or other temporary buildings or structures shall be constructed or otherwise placed on a Lot.
4. *Landscape Material.* Any plans for landscape improvements or alterations (including, without limitation, sod, artificial turf, plants, hedges, trees, mulch and/or landscaping rock) shall be submitted for approval to the Committee. Without limiting the foregoing, no trees, shrubbery or landscaping shall be removed from, altered or added to Lots without the prior written consent of the Committee and no additional trees, shrubbery or landscaping are permitted to be planted by an Owner on the Lot without the prior written consent of the Committee. Installation of artificial turf is only permitted in the rear yard of the Home or in the side yard of the Home, so long as the turf does not go beyond the front envelope of the neighbor's Home. Only Saint Augustine sod is permitted in the front yard of the Home. If artificial turf is installed on the Lot, any sod adjacent to the artificial turf shall no longer be maintained by the Association and the Association shall not be liable for the existing sod. In the event that the Committee approves any additional trees, shrubbery or landscaping to be installed on the Lot which was not initially installed by Declarant, the Association's Home Landscaping Services will not include the maintenance and care of such additional material.
5. *Antennae and Satellite Dishes.* No antennae, microwave receiving devices, satellite receiving devices, aerials or ham radios shall be placed or erected on any Lot, within any Home or upon any other portion of the Community, except to the extent applicable law requires the Association to permit any such device, in which case such improvement shall be subject to all of the other requirements of the Governing Documents and the Committee to the maximum extent permitted by law. Satellite dishes which are reasonable in size (such as one (1) meter (39.37 inches) or less in diameter), may be approved, subject to any rules adopted by the Association relating to the location and effectiveness with respect to concealing their appearance from adjacent lots and rights of way.
6. *Driveways.* Approval for the widening of driveways may be considered if finished with material of a selection, color and style consistent with the original installation and only if the placement and location of the additional pavers does not interfere with the drainage for the Lot or the neighboring lot; provided however, driveway extensions may not be wider than the outside width of the garage and will not be permitted to extend beyond the envelope of the Home. The shape and size of the driveway extension, if approved, will depend on lot and field conditions. Approval for the refinishing of driveways with brick pavers may be approved only if the colors and styles are consistent with existing improvements and it does not interfere with any existing utilities, as determined by the Association. Owner shall ensure irrigation lines are rerouted and/or capped should any widening of the driveway effect the irrigation lines. Owner assumes the responsibility for continued maintenance, repair and replacement of the extended driveway areas. Declarant's original brick paver schemes provided to its original purchasers (on either a standard or optional basis) shall be the basis for determining consistency with existing improvements.
7. *Outdoor Furniture.* Approval of outdoor furniture may be permitted only in the rear yard of a Lot, provided the Owner assumes the responsibility for maintenance, including the control of mildew, rust, wood rot and deterioration of equipment components.
8. *Screen Enclosures.* Approval for screen enclosures shall be limited to aluminum frame structures which are bronze color only and screen meshes on the enclosure which are a standard dark color (e.g. charcoal, bronze or black). Kick plates may be approved which are no taller than 24" above the patio deck. Obscure screen materials shall be prohibited, unless such obscure screen materials are to be used on screen panels that immediately face an adjacent Lot Owner's screening. In such event, obscure screen materials may be approved by the Committee in its sole and absolute discretion. No enclosures shall be permitted at the front entries if the proposed structure extends beyond the face of the covered entry, except where



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**ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS (continued)**

functionality of the front door of the home is affected, in which event the enclosure may be extended, but only to the extent the enclosure is more than 48" from the front door of the Home. No aluminum or flat roofing material shall be permitted. Either the existing roof line may be extended or a screen enclosure may be installed if approved by the Committee. The composition of all pitched roofs shall be consistent with the composition of the existing roof of such home.

9. *Awnings.* An Owner shall not install or attach any awnings to such Owner's Home without the prior written consent of the Committee. The Committee shall have the right to adopt, and amend from time to time, guidelines governing the type, design, size and color of awnings which may be permitted, and restrictions relating to locations and the maintenance of the awnings.
10. *Exterior Lighting Fixtures.* Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 31 only, all exterior lights must be approved by the Committee. Approval may be given for lighting fixtures (e.g., coach lights and entry chandeliers), subject to limited wattage, fixture sizes which are to scale with others in Community and fixture styles which are consistent with others in the Community.
11. *Above Ground Swimming Pools and Spas.* Above ground swimming pools shall not be permitted. Above ground spas shall not be permitted unless: (i) the entire spa is located under a covered patio area of the Home, or (ii) the entire spa is located within the screen enclosure of the Home and (ii) the entire base of the spa shall at all times be screened from view by all adjacent Lot Owners and from the street with the use of hedges and/or landscaping. Owner shall be required to submit a landscaping plan to the Committee to show proper screening of the spa base. Owner shall be responsible to maintain, repair and replace from time to time any hedges and/or landscaping which may be approved as part of the screening requirements for the spa.
12. *Fountains and Sculptures.* All fountains and sculptures to be installed in the exterior of the Home must be approved by the Committee. Certain fountains may be considered for approval if installed with timers and if to scale within the area of installation. Approved fountains may be installed only in landscaped regions of the Lot originally created by Declarant. No fountain or sculpture shall be approved or installed which exceeds 48" in height. No sculptures shall be permitted in the front yard of the Home.
13. *Outdoor Art and Other Decorative Items.* All artwork and other decorative items to be installed in the exterior of the Home must be approved by the Committee.
14. *Play Equipment.* Permanently installed play equipment which is of a common playground type designed for children may be approved. No equipment shall be permitted within the lake maintenance, utility, drainage or access easements, except basketball hoops in driveway areas. Association shall not have any responsibility for the maintenance and care, mowing, fertilization, repair and/or replacement of sod located under the play equipment, all such responsibilities thereafter being the responsibility of the Owner of the Lot.
15. *Basketball Hoops.* Approval for the installation of permanent basketball hoops may be permitted if the installation shall occur at a location which is no closer to the street than midway between the garage door and the property line. Temporary or mobile basketball hoops shall be permitted provided that they are located such that the base and rime are entirely within the Lot and not in the right-of-way bounding the Lot. Owner shall maintain the basketball hoop in good appearance.
16. *Outdoor Mosquito Spray and Misting Systems.* Outdoor mosquito spray and/or misting systems and all similar devices shall not be permitted.
17. *Flags.* Any homeowner may display a United States flag or official flag of the State of Florida as well as a flag not larger than 4 ½ feet by 6 feet that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. All flags must be displayed in a respectful manner and may be erected on a freestanding flagpole no more than 20 feet high on any portion of the Lot, so long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the Governing Documents. The above-described flags are the only permitted flags to be displayed outside a Home in the Community.
18. *Conversion of Garages.* Conversion of garages to air-conditioned livable space shall not be permitted.
19. *Garage Door Screening.* No portion of the opening to any garage door may be covered or enclosed by screen material.

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**ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS (continued)**

20. *Solar Panels.* An Owner shall not install or attach any solar panel to the Home without the prior written consent of the Committee. The Committee shall have the right to adopt and amend from time to time, guidelines governing the type, design and size of solar panels which may be permitted, and restrictions relating to locations and the maintenance of the solar panels.
21. *Pergolas; Gazebos; Cabanas.* Pergolas, gazebos and cabanas may be approved by the Committee subject to the Association's guidelines for approval of Improvements, including, but not limited to, whether the proposed pergola, gazebo or cabana is in harmony with or detrimental to the appearance of the Community. All pergolas, gazebos and cabanas must include concrete footers or other mechanism to permanently secure the structure.
22. *Rear Yard Drainage Swale Easement.* Except as expressly provided in this paragraph, and except for any Improvements, landscaping and other additions made or installed by Declarant and/or the Association, no planting, landscaping and/or Improvements whatsoever, including, without limitation, pool decks, patios, screen enclosures, hedges, trees, etc. shall be permitted within the Drainage Swale Easement (as defined in the Declaration) located in the rear of any "Non-Lake Lot" as provided in the Declaration. The Drainage Swale Easement shall be for drainage and flowage of storm water runoff, and the pipes and other ancillary equipment installed to provide for such drainage and flowage. Notwithstanding the foregoing, subject to approval from the Committee and the execution by Owner of a removal and indemnification agreement as may be required by the County and/or the Association, an Owner of a Non-Lake Lot that is subject to the Drainage Swale Easement (except with respect to Back to Side Lots as described below) may install a fence within the Drainage Swale Easement on such Owner's Non-Lake Lot provided that such fence is constructed in a manner that will not discharge storm water runoff from such fence onto any adjacent property (including, without limitation, any adjacent Owner's Lot or Association Property). In that regard, all such fencing approved to be constructed within the Drainage Swale Easement shall be designed and constructed in a manner that will retain all such storm water runoff on such Owner's Non-Lake Lot.
23. *Rear Yard Landscape Easement.* Except for a fence as expressly provided in the following sentence, and except for any Improvements, landscaping and other additions made or installed by Declarant, no planting, landscaping and/or Improvements whatsoever, including, without limitation, pool decks, patios, screen enclosures, hedges, trees, other landscaping, etc. shall be permitted to be installed by an Owner within any Rear Yard Landscape Easement (as defined in the Declaration). In addition, no Owner may remove any landscape material installed by the Declarant in the Rear Yard Landscape Easement except only to replace dead, damaged, dying or decaying material in which event such dead or dying material shall be replaced by Owner with replacement material of similar size and species of that being replaced. Notwithstanding the foregoing, subject to approval from the Committee and the execution by Owner of a removal and indemnification agreement as may be required by the County and/or the Association, each Owner of a Back to Side Lot may install a fence across the Drainage Swale Easement and Rear Yard Landscape Easement on such Owner's Lot. In addition, no landscaping or plantings installed by Declarant in the Rear Yard Landscape Easement may be removed and/or damaged in the installation of a fence by Owner. It shall be the obligation of the Owner of a Back to Side Lot to replace all dead, damaged, dying or decaying sod, trees, shrubs, landscaping and other plant materials within the Rear Yard Landscape Easement regardless of the reason therefor, and all such required replacement must first be approved by the Committee prior to such replacement.
24. *Setbacks.* All Improvements (including, without limitation, pools and screen enclosures) shall comply with all setbacks and other dimensional requirements imposed by the appropriate development order for the Community, as well as all other applicable Governmental Regulations
25. *Review and Inspection Fees.* The Committee may set, establish and charge fees ("Review and Inspection Fees") for, among other things, processing Owner's request for proposed Improvements, review of the plans and specifications for proposed Improvements and inspection of the Improvements constructed by an Owner, which review and inspection may be performed by third parties. The Committee may require such Review and Inspection Fees be paid in advance (i.e., at the time of submission of the Owner's application). In the event any Review and Inspection Fees remain unpaid by an Owner, in addition to the other rights of the Association, the Committee shall have the right, at its option, to: (i) not release the security deposit described below until all Review and Inspection Fees have been paid, or (ii) deduct all unpaid Review and Inspection Fees from any security deposit required to be paid by such Owner. In addition (and in addition to any other remedies under and pursuant to the Governing Documents for a failure of an Owner to perform Owner's obligations), if any Review and Inspection Fees are not paid by an Owner, the Board may levy an Assessment against such Owner for such unpaid Review and Inspection Fees, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

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**ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS (continued)**

26. *Security Deposit and Insurance.* Any Owner desiring to make Improvements may be required by the Committee, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the Committee, at the time of the Owner's submission of plans and specifications for review and approval by the Committee: (a) a security deposit in an amount determined by the Board (initially, Five Thousand and No/100 Dollars (\$5,000.00)) to cover costs of incidental damage caused to Association Property or to an adjacent Lot or Home by virtue of such Owner's construction of Improvements and/or (b) a certificate of insurance from the contractor and/or subcontractor which shall include: (i) general liability insurance for a minimum of one (1) million dollars and name Winding Ridge Property Owners Association, Inc. as an "Additional Insured", and (ii) workers compensation or a state of Florida workers compensation exemption. The Committee shall have the sole and absolute discretion to determine whether a security deposit and/or certificate of insurance is required for the Improvements being requested. In addition, the amount of the security deposit and/or insurance required may be increased or decreased as may be determined by the Board from time to time.

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**ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - FENCES**

Without limiting the generality of the requirements set forth on Page 2 of these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for fences. Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every fence installation and are subject to any conditions imposed by the Committee if approved:

1. Aluminum rail fencing in bronze only shall be the only permissible type of fencing on the Lots within the Community. No fence shall be approved which is not at least 4' in height. Fence heights shall not exceed five (5') feet, with pickets spaced no closer than three (3") inches on center and no thicker than one (1") inch, unless otherwise required by the Governmental Requirements. Owner may be permitted to install puppy guard panels on the lower portion of the aluminum rail fencing to further reduce picket spacing, subject to prior written approval of the Committee and any conditions required by the Committee.
2. No style of wood, PVC or chain link fence shall be approved.
3. Except as expressly permitted in the Declaration and/or these Rules and Regulations, no fence shall be approved or installed which encroaches into Association Property or other Lots, lake maintenance easements, lake maintenance access easements, buffer areas, drainage easements, wetland mitigation areas, and/or wetland areas.
4. No fence shall be approved which is not set back a minimum of 10' back from the front wall of the Home and at least 5' back from the sidewalk where applicable. No fences shall be attached to a neighbor's home. In considering requests for fence installations, the following may be taken into consideration: locations of air conditioning units; locations of garage access doors; and positions of adjacent Homes.
5. No fence shall be approved which extends in front of the front corner of a neighbor's Home where the two Homes are immediately adjacent to each other and where both Homes face the same direction. No fence shall be installed within the Fence Restricted Areas. The Fence Restricted Areas include (a) the area between the front of a Home and Street, Drive or Roadway at the front of the Lot on which the Home is situated, (b) any drainage easement on the Property as set forth on the Plat, any Additional Plat or in any separate instrument recorded in the public records of the County, and/or (c) any Lake Maintenance Easement.
6. For fences installed on corner Lots whose rear property line is common with the adjacent Lot's side property line and/or whose side property line is adjacent to or visible from a road, a landscape hedge must be installed on the outer side of the fence within the Lot to provide screening. In the event Declarant installs such fence on a corner lot but a landscape hedge is not available for purchase or purchased from Declarant, Owner will be required to add such landscape hedge after closing. For fences installed on corner Lots whose side property line is adjacent to a street or road, no fences shall be permitted to cross or be installed within any utility easement which runs along such side property line.
7. For any fence, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if that fence is erected on or adjacent to a lot line common with a Lot where the home is not yet under construction or, if under construction, not yet closed to the new owner.
8. For Lots with drainage easements, the approval and execution of fence removal agreements with Pasco County Utilities and with the Association shall be required.
9. Any fence which crosses a utility easement must be approved in writing by all utility companies occupying the easement.
10. For any fence, if approved, the Owner shall be responsible to meet all County requirements and criteria including, but not limited to, proper permitting and surveying.
11. For any fence, if approved, the Owner shall assume the responsibility to maintain the fence, including trimming any grass or other plants from the fence.
12. Any Owner whose Lot is adjacent to a Buffer, Landscaped Area or Grassed Area containing a perimeter wall for The Ridge in such Buffer, Landscaped Area or Grassed Area, shall not fence along the rear property line of such Lot, but rather, subject to approval of the Committee, may extend the side yard fences across such Buffer, Landscaped Area or Grassed Area and attach such side yard fences to the perimeter wall as may be approved by the Committee. In the event an Owner installs a fence which is attached to the perimeter wall as provided herein, such Owner shall be

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**ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS – FENCES (continued)**

responsible to repair any damages to such perimeter wall resulting from the installation of such connection and any subsequent failure of Owner to maintain and repair any damages caused to the perimeter wall.

13. In accordance with the Declaration, an Owner who elects to install a fence on any portion of such Owner's Lot shall be required to install access gates in locations approved by the Committee which provide adequate and sufficient access to the Association to perform the maintenance obligations. Such locations shall include the front and both sides of the Lot. Such gates shall be five feet (5') wide and may be located in the front, rear and/or sides of the Lot, as determined by the Committee. In the event that access to any portion of a Lot by the Association becomes inaccessible or is impeded in any manner, the Owner of such Lot shall assume the full responsibility for the maintenance and care of the lawn and landscaping located within that portion of the Lot which is inaccessible to the Association, and the Association shall have no further responsibility to do so as long as the Lot remains inaccessible or access is impeded. This maintenance includes, by way of example and not limitation, cutting of the grass, maintaining of the irrigation system, fertilization, spraying, mulching, edging and replacement of sod. There shall be no reduction in the Association assessments for the Owner in return for the preceding maintenance obligation assumed by the Owner. In addition, Owners of a Lot to which access by the Association is impeded shall be responsible to cutting and maintenance of any hedge located with Association Property which is immediately adjacent to such Owner's Lot.
14. To the extent a hedge is required to be installed as part of the fence approval issued by the Committee, or in the event an Owner desires to install a hedge in lieu of a fence, such hedge shall be subject to the same rules as fences as provided herein and must comply with all fencing guidelines contained within the Governing Documents, including, without limitation, rules regarding providing access to the Association to perform the Association's maintenance obligations, and any and all height and location restrictions. Notwithstanding the foregoing, and subject to the prior approval of the Committee, which may be withheld in its sole and absolute discretion, hedges located within a Rear Yard Landscape Easement are permitted to reach a height of six (6) feet. In the event the Owner fails to trim the hedges within fourteen (14) days following receipt of written notice by the Association to do so, then the Association shall have the right, but not the obligation, to trim such hedges. The costs associated with such hedge trimming performed by the Association will be charged as an assessment against the Owner's Lot. The determination of whether a hedge must be trimmed shall be determined by the Board in the Board's sole and absolute discretion.



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**ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - PERMANENT GENERATORS**

Without limiting the generality of requirements set forth on Page 2 of these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for a permanent emergency generator and any underground propane storage tank and other appurtenances applicable to the permanent generator (collectively, a "Generator System"). Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every installation of a Generator System on a Lot:

1. *Location.* No above-ground portions of a Generator System shall be permitted to be installed within any portion of the front yard of a Lot. No portion of a Generator System shall encroach onto: (a) any Association Property, (b) any other Lot in the Community, (c) any easements benefiting or burdening the Lot including, without limitation, utility easements, drainage easements, lake maintenance easements, fence and hedge easements, wall and hedge easements, or (d) drainage swales on the Lot. In addition to the foregoing, the locations of the various components of the Generator System shall otherwise comply with all Governmental Requirements. The location of the Generator System shall also comply with all applicable setback requirements set forth in the Association Documents and Governmental Requirements.
2. *Applications; Submittals.* All applications to the Committee for Generator Systems shall include, in addition to other standard information: (a) the make, model, propane capacity and sound level ratings for all components of the Generator System, and (b) an indemnification and hold harmless agreement from the Owners of the Lot in favor of the Association, the Committee and all other Owners. With the application for installation of a Generator System, the Owner shall be required to submit a survey to the Committee showing the general location and placement of all components of the Generator System, including any underground propane storage tank. The survey shall depict (i) the location of all components of the Generator System including, without limitation, the storage tank and the distances from the Home on the Lot and the Homes adjacent to the Lot on the sides where the Generator System or any portion thereof is to be installed, (ii) the size and layout of the slab that the physical generator will be installed on, (iii) the location of all easements and applicable setbacks affecting the Lot to show that no portion of the Generator System encroaches thereon, and (iv) the location and size and species of any screening to be installed to screen the above-ground portions of the Generator System as required below.
3. *Screening.* Generators shall at all times be screened from view by all adjacent Lot Owners and from the street. Screening may include the use of fences, walls or using hedges, or a combination thereof, as determined by the Committee. Owner shall submit a landscaping/screening plan to show proper screening of the Generator.
4. *Compliance with Governmental Requirements.* For any Generator System approved by the Committee, the Owner shall at all times be responsible to comply with all Governmental Requirements relating to the installation and use of the Generator System including, without limitation, applicable setback requirements and maximum sound level restrictions. In that regard, all approvals for a Generator System shall require the Owner to obtain all necessary building permits and other approvals required by the Governmental Requirements. Regardless of an approval by the Committee, no Generator System may be installed or used without such building permits and approvals. No portion of an Owner's Security Deposit shall be returned to an Owner unless and until evidence satisfactory to the Committee of such compliance with Governmental Requirements has been delivered to the Committee.
5. *Underground Propane Tanks and Plumbing.* A licensed and insured LP gas contractor must be used to install any underground propane tank and any necessary plumbing.
6. *Maintenance.* All Generator Systems must be regularly and properly maintained, repaired and replaced, as applicable, by the Owner of the Lot on which such Generator System is installed.
7. *Required Removals.* For any Generator System, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if the Generator System is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.
8. *Limitations.* Not all Lots in the Community may be able to have Generator System installed thereon due to, among other things, the Governmental Requirements, applicable setback requirements, location of easements and the configuration of the Lot. Accordingly, even if an application for a Generator System is approved by the Committee, there is no guarantee that a particular Lot will accommodate a Generator System thereon. Accordingly, each Owner shall be responsible to confirm that their Lot can accommodate a Generator System prior to making application to the Committee and/or applying for any necessary permits and approvals.



**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**TRAMPOLINES**

These Rules and Regulations regarding the use and location of trampolines are designed for the mutual benefit of all Owners. The mere fact that the Association has established rules regarding the use of trampolines on privately owned Lots should not be read, viewed, understood or taken as Association approval of the use or placement of any trampoline. These rules regarding trampolines are in addition the Additional Guidelines for Additions and Alterations titled "Play Equipment".

1. *Approval.* No trampoline shall be installed or otherwise placed on the Lot of any Owner without the Owner first submitting an application and receiving approval from the Committee. All applications for a trampoline shall include, in addition to other standard information (a) the make, model and specifications of the trampoline, (b) a picture of the proposed trampoline, (c) the intended designated location for placement of the trampoline on the Lot, and (d) such other requirements as may be set out herein, and/or as requested by the Committee and/or the Board. The Committee, in its sole discretion, may, upon application of any Owner in accordance with this Rule, permit the trampoline to be placed on the Owner's Lot. Each submission will be evaluated separately, on a case by case basis. The approval by the ACC of placement of a trampoline on an Owner's Lot does not prohibit the Board or Committee from denying the placement of a trampoline on another Owner's Lot under similar circumstances. All Committee approvals are and shall remain contingent upon each Owner ensuring that upon issuance of a tropical storm, hurricane or severe weather watch or warning the approved trampoline is stored indoors.
2. *Trampoline Materials.* All trampolines must be constructed with heavy duty steel tubing and must not show rust on the exterior. All trampolines must include a fixed safety net designed to prevent a user from falling off the trampoline. All trampolines must be capable of being stored indoors.
3. *Dangerous Activity; Hold Harmless.* By submitting a request to the Committee to review and approve the placement of a trampoline on a Lot, the Owner shall be deemed to have automatically recognized and agreed that use of a trampoline is an inherently dangerous activity, and the Committee's approval of the placement of the trampoline is in no way an indication of acceptance of responsibility for, or liability by, the Association. By submitting such request to the Committee, the Owner shall be deemed to have automatically agreed, by virtue of such request, to release, hold harmless and indemnify the Association and its officers, directors and members, the ACC Members and the Declarant for any and all claims, damages, liabilities, injuries (including personal injuries and/or death), fees, costs, and expenses including, without limitation, reasonable attorneys' fees, expert fees, and costs in any and all actions, judicial, municipal, legal or appellate, that may arise from the use and/or placement of the trampoline.
4. *Trampoline Use.* Use of a trampoline by anyone under the age of eighteen (18) is prohibited without adult supervision. No trampoline may be used unless a fixed safety net is properly installed and in use.
5. *Trampoline Placement.* The placement and use of a trampoline is only permitted in the back yard of the Lot. No trampoline is, or shall be, permitted on a Lot that is not completely fenced in. No trampoline shall be located within any required setback, and/or easement including, but not limited to, the lake maintenance, utility, drainage or access easements.
6. *No Maintenance/Replacement of Sod under Trampoline.* By submitting a request to the Committee to review and approve the placement of a trampoline on a Lot, the Owner shall be deemed to automatically agree that the Association shall not have any responsibility for the maintenance and care, mowing, fertilization, repair and/or replacement of sod located under the trampoline, all such responsibilities thereafter being the responsibility of the Owner of the Lot.
7. *Remedies.* In the event the Owner does not properly care for or otherwise maintain the approved trampoline and the area immediately adjacent to and/or under the approved trampoline, then, after five (5) business days written notice sent to the Owner, the Association shall have the right, but not the obligation, to remove the approved trampoline from the Owner's Lot and dispose of the removed trampoline in a proper trash receptacle and/or the Association may perform such lawn care maintenance around and under the trampoline and charge the Owner for such service. In that regard, all fees and costs related to the enforcement of these rules and regulations including, without limitation, attorneys' fees, trash disposal, and lawn maintenance and care, shall be collectible from the Owner by the Association in a manner similar to Assessments including, without limitation, the right to lien and foreclose the Owner's Lot.

**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**MAINTENANCE AND APPEARANCE OF HOMES**

1. *General.* Each Owner shall keep and maintain such Owner's Home and Lot in good order, condition and repair, and shall perform promptly all maintenance and repair work within the Home and Lot which, if omitted, would adversely affect the Community, other Owners or the Association. Maintenance obligations are more fully defined in the Declaration.
2. *Personal Property.* The personal property of an Owner shall be stored inside such Owner's Home or garage and not be visible to surrounding neighbors or from Association Property.
3. *Hurricane Season.* Each Owner who plans to be absent from such Owner's Home during the hurricane season shall prepare the Home and Lot prior to departure by removing all furniture, potted plants and other movable objects, if any, from the covered patio or screen enclosure area and from the outside of the Home. The Owner shall also designate a responsible person or firm to care for the Home and Lot should it suffer hurricane damage and shall furnish the Association with the name of the designated firm or individual.
4. *Hurricane Shutters.* No hurricane shutters shall cover window or door openings except during periods of a hurricane watch or a hurricane warning that impacts the Community. Any removable tracks which have been installed by Declarant (if any) or approved by the Committee as part of a hurricane shutter package shall not remain installed on a Home other than during periods of a hurricane watch or a hurricane warning. An Owner shall remove any removable type of hurricane shutters attached to the Home immediately after a hurricane watch or a hurricane warning has been lifted. In that regard, if an Owner installs removable hurricane shutters on the Home during a hurricane watch or a hurricane warning and thereafter leaves the Home, that Owner must either: (a) immediately return to the Home after the hurricane watch or hurricane warning has been lifted and remove such hurricane shutters from the Home; or (b) make arrangements for another individual to remove such hurricane shutters from the Home immediately after the hurricane watch or hurricane warning has been lifted. The installation of hurricane shutters, other than those provided by Declarant (if any), shall require Committee approval.
5. *Window Decor.* Window treatments (drapery, blinds, decorative panels or other tasteful window coverings) are permitted; however, the color of any portions of a blind, decorative panel or window treatment which are visible from the exterior of the Home must be neutral and otherwise consistent with the color scheme of the existing improvements. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after an Owner first moves into a Home, or when permanent window treatments are being cleaned or repaired.
6. *Landscape Material.* No trees, shrubbery or landscaping shall be removed from or added to Lots without the prior written consent of the Committee. No additional trees, shrubbery or landscaping are permitted to be planted by an Owner on the Lot without the prior written consent of the Committee.
7. *Landscaping on Lake Lots.* Any plans for landscape improvements or alterations shall be submitted for approval to the Committee. No landscaping shall be installed on Lake Lots which shall materially interfere with the view of the lake by the immediate neighbor who is also a Lake Lot Owner. Approval by the Committee for landscaping on a Lake Lot may be conditioned upon the Owner agreeing to trim such hedge(s) should the hedge(s) later be found to create a material obstruction of a lake view. In the event the Owner fails to trim the obstructing hedge(s) within fourteen (14) days following receipt of written notice by the Association to do so, then the Association shall have the right, but not the obligation, to trim such hedge(s). The costs associated with such hedge trimming performed by the Association will be charged as an assessment against the Owner's Lot.
8. *Alteration of Drainage.* No sod, artificial turf, topsoil, fill or muck shall be removed from or added to Lots without prior written consent of the Committee. No change in the condition of the soil or the level of land shall be made which would result in any permanent change in the flow or drainage of surface water within the Community or on the Lot.
9. *Air Drying.* No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind or other articles shall be hung, dried or aired from any window, door, fence or balcony, or in such a way as to be visible to any other Owner. Clotheslines may be approved if reasonable in size, style, location and effectiveness with respect to appearance from adjacent lots and rights of way.
10. *Outdoor Furniture.* Approval of outdoor furniture may be permitted in the front covered entryway of a Home. Approval is not required for any outdoor furniture located in the rear yard of a Lot. Notwithstanding the foregoing, Owner shall maintain all such outdoor furniture free of mildew, rust, wood rot and deterioration of equipment components.
11. *Basketball Hoops.* No permanent basketball hoops are permitted to be installed on the Lot. Temporary or mobile basketball hoops shall not be permitted except for temporary moveable units that are stored in a garage when not in use. When not

**WINDING RIDGE RANCH HOMEOWNERS ASSOCIATION, INC.  
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**MAINTENANCE AND APPEARANCE OF HOMES (continued)**

stored, units must be located such that the base and rim are entirely within the Lot and not in the right-of-way bounding the Lot.

12. *Bicycles.* All bicycles, other than those which are being used, shall be stored within the garage of the Owner's Home.
13. *Landscape Maintenance.* Except only for the Home Landscaping Services (as described in the Declaration) to be performed by the Association in accordance with the Governing Documents, Owner shall maintain, repair and replace all landscaping on such Owner's Lot. The levels of service and schedule of services for the Home Landscaping Services (as described in the Declaration) shall be determined by the Board from time to time. The Home Landscaping Services initially will include mowing sod, landscape trimming, tree trimming (for hardwood trees only up to eight (8') feet in height and palm trees only up to twelve feet (12') in height), weeding, fertilization, exterior lawn pest control spraying, and mulching (two (2) time per calendar year). Notwithstanding the obligation of the Association to perform the Home Landscaping Services, any replacement of dead, dying or decaying sod, trees, shrubs, landscaping and other plant materials within the Lots, for any reason whatsoever, shall be the obligation of the Owners of the Lots upon which such replacement is required. Such replacement shall be with replacement material of similar size and species if the being replaced unless approved by the Committee. The Association may, at its option, discontinue replacing sod on the Lots, in which event the replacement of any sod on the Lots would become the responsibility of the Owners. In the event that the Committee approves any additional trees, shrubbery or landscaping to be installed on the Lot which was not initially installed by Declarant, the Association's Home Landscaping Services will not include the maintenance and care of such additional material.

**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**TRASH AND OTHER MATERIALS**

1. No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings or other waste material ("Trash") shall be kept or permitted on the Lots or Association Property except in sanitary self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled curbside Trash pick-up). For curbside pick-up, Trash shall be placed in sanitary self-locking containers.
2. Trash that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the curb after 5:00 p.m. on the day before the scheduled day of collection, but not sooner. All Trash containers shall be removed after pick-up on the day of collection and in no event shall a Trash can be left outside of the garage overnight.
3. No odors shall be permitted to arise from Trash containers so as to render any portion of the Community unsanitary, offensive or a nuisance to any Owners, to the Association Property or to any other property in the vicinity.
4. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or Trash shall be stored or allowed to accumulate on any portion of the Community.
5. Each Owner shall regularly pick up all Trash around the Home and Lot.

**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**PARKING AND VEHICULAR RESTRICTIONS**

1. Parking shall be permitted only on driveways, inside garages and the designated parking areas within the Association Property of the Community. No parking on the swales is permitted. No overnight parking on the streets is permitted.
2. No vehicle or other possessions belonging to an Owner or to an Owner's family member, guest, invitee or tenant, whether in the driveways or on the streets (if and when permitted), shall be positioned in such a manner as to hinder, impede or obstruct: (a) ingress or egress to any other Owner's driveway, (b) passage across or within sidewalks and/or (c) traffic on the streets of the Community.
3. Only vehicles belonging to authorized persons actively using the Recreation Tract are permitted to be parked in the Recreation Tract parking lot. The parking spaces in the Recreation Tract shall not be utilized for parking other than during periods of use of the Recreation Tract by the vehicle's owner.
4. No overnight parking of boats and commercial vehicles is allowed unless within the garage of the Home and with the garage door closed. Trailers, motor homes and recreational vehicles shall not be parked in the Community.
5. No commercial vehicles, or, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, trucks larger than a full-size pick-up truck, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or stored at any place on the Lot, except only in: (i) enclosed garages and with the garage door closed, and (ii) spaces for some or all of the above specifically designated by Declarant or the Association, if any. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle; however, the presence of such graphics or lettering shall create a presumption that the vehicle is commercial unless otherwise determined by the Board. The prohibitions on parking contained in this Section shall not apply to: (i) temporary parking of trucks and commercial vehicles for contractors or vendors while performing work for an Owner on such Owner's Lot, such as for temporary construction use or providing pick-up and delivery and other commercial services; (ii) passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time); and/or (iii) any vehicles of the Declarant or its affiliates, and/or any of their respective employees, contractors, subcontractors and/or agents. All Owners and other occupants of Homes are advised to consult with the Association prior to purchasing, or bringing onto the Lot, any type of vehicle other than a passenger car inasmuch as such other type of vehicle may not be permitted to be kept within the Community. The determination of what constitutes a commercial vehicle shall be made by the Board in the Board's sole and absolute discretion.
6. No repairs of vehicles shall be made within the Community unless the repairs take less than twenty-four hours. The only exceptions to the preceding shall be: (a) emergency repairs; and (b) repairs made within the garage of the Home and with the garage door closed.
7. Disposal of drained automotive fluids is not allowed within the Community.
8. Vehicles which cannot operate under their own power and/or which remain on Association Property for more than seventy-two (72) hours shall be towed at the Owner's expense, unless parked on the Owner's driveway or inside the Owner's garage.
9. All vehicles shall be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise.
10. No Owner shall keep any vehicle on the Lot which is deemed to be a nuisance by the Board.
11. No Owner shall perform restorations of any motor vehicle, boat or other vehicle within the Community unless made within the garage of the Home and with the garage door closed.
12. Car washing shall be permitted only on an Owner's driveway.
13. Owners shall maintain a current registration and all required insurance coverages for all vehicles parked within the Community.
14. Only vehicles belonging to authorized persons actively using the Recreation Tract are permitted to be parked in the Recreation Tract parking spaces. The parking spaces in the Recreation Tract shall not be utilized for parking other than during periods of use of the Recreation Tract by the vehicle's owner.
15. Golf carts are prohibited within the Community, except for use by Declarant or Declarant's agents, employees, contractors and/or subcontractors.

**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**PARKING AND VEHICULAR RESTRICTIONS (continued)**

16. All Owners and their Occupants will obey the parking regulations imposed and/or posted by the Association in the private streets, parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of Owners.
17. The operation of go-carts and other non-licensed or non-registered vehicles shall be prohibited in the Community except:  
(a) non-licensed and non-registered wheelchair or similar vehicles may be used for the transportation of disabled persons;  
and (b) golf carts which may be operated within the Community in accordance with the rules and regulations set forth herein.
18. The Board shall make a reasonable attempt to give notice to the owners of offending vehicles. If such vehicle is not removed or if the violation is not corrected, the Board may have the offending vehicle towed at the sole expense and risk of the Owner of the vehicle. The Board or Declarant shall not be liable to the Owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing.



**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**ANIMALS AND PETS**

1. Ordinary house pets are permitted subject to the guidelines contained herein. Ordinary house pets shall include dogs (except Pit Bulls, Rottweilers, Presa Canarios (canary dog) and "Dangerous Dogs" – all as provided in the Declaration), cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits and pets normally maintained in a terrarium or aquarium. The Board may determine, in its discretion, a maximum number of pets permitted per household.
2. Under no circumstances shall a Pit Bull, Rottweiler, Presa Canario (canary dog) or Dangerous Dog be permitted on the Property. As used in the Declaration: (i) a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds; and (ii) a "Dangerous Dog" is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or has inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the Streets, Drives, Roads, Avenues, Roadways and/or Sidewalks, or any other portion of the Property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog, its owner or family member, or its handler; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.
3. Notwithstanding the foregoing, breeding of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever within the Community is prohibited.
4. Unusual pets shall not be kept, raised, bred or maintained on any portion of the Community, including the Home, Lot and Association Property. Unusual pets shall include, by way of example and not limitation, those animals not generally maintained as pets, such as poultry, livestock, horses, large reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds and other creatures other than those listed in paragraph 1 above, or not maintained in a terrarium or aquarium. Pit Bulls, Rottweilers, Presa Canarios (canary dog) and Dangerous Dogs (all as provided in the Declaration) are also classified as unusual pets and are, therefore, prohibited. Free-ranging domestic animals (i.e., domestic animals that spend all or a portion of their time outdoors where they may prey on wildlife) are also prohibited and shall not be kept, raised, bred or maintained on any portion of the Community, including the Home, Lot and Association Property.
5. Pet owners are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Each Owner who determines to keep a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal in the Community.
6. Pets shall not be left unattended outside the Home. No pet shall be kept tied up outside of a Home or in any covered or screened porch or patio unless someone is present in the Home.
7. All dogs and cats shall be walked on a leash and in full control by their owners at all times. Any pet shall be carried or kept on a leash when outside of a Home or outside of a fenced-in area.
8. Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the Association Property.
9. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.
10. Every female animal, while in heat, shall be kept confined in the Home by its owner in such a manner that she shall not be in contact with another animal nor create a nuisance by attracting other animals.
11. If any pet becomes obnoxious to the Owners by barking or otherwise, the owner of the pet shall cause the problem to be corrected. If the problem is not corrected, then the Owner, upon written notice from the Association, shall be required to rehome the animal.
12. No Owner shall inflict or cause cruelty upon or in connection with any pet.
13. The foregoing are in addition to the other rules, regulations and restrictions governing animals and pets set forth in the Governing Documents.

**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**USE AND ENJOYMENT OF LAKES**

1. Owners and their Occupants shall be permitted to engage in "catch and release" fishing in the Lakes. Notwithstanding the preceding, an Owner shall only access a Lake from the Lake Maintenance Easement which immediately abuts such Owner's Lot if such Owner's Lot is a Lake Lot. If the Owner's Lot is not a Lake Lot, or if an Owner of a Lake Lot wishes to access a different Lake or another area of the same Lake, then access to the Lake shall be exclusively from the Lake Maintenance Easement abutting a Landscaped Area or Grassed Area and such access shall be limited to the portion of the Lake Maintenance Easement and Lake bank abutting the Landscaped Area or Grassed Area. If no portion of a Lake Maintenance Easement abuts Association Property, Owners other than the Lake Lot Owners whose Lots abut the Lake, shall not be permitted access to that Lake.
2. No Owner shall be permitted access to or to fish from any Lake Maintenance Easement or Lake Bank which is located on or immediately abuts a Lake Lot owned by another Owner.
3. Lake Lot Owners and their Occupants shall be permitted to operate non-motorized and electric watercraft in the Lakes. No other persons shall be entitled to operate watercraft in the Lakes. The launching into and removal from the Lakes of any permitted non-motorized or electric watercraft by a Lake Lot Owner shall be limited to such Lake Lot Owner's Lake Lot and the Lake Lot Owner shall only access the Lakes from the Lake Maintenance Easement or Lake Bank which immediately abuts such Lake Lot Owner's Lake Lot. Watercraft size shall be limited in size to 18' in length.
4. No planting, fencing or other improvements or additions to the grassed area surrounding the lake and outside the Lot is permitted.
5. No installation of sand or other materials intended to simulate a beach is permitted along the Lake banks or within the Lake Maintenance Easements along the rear yards of Lake Lots.
6. Swimming and the operation of fuel-powered watercraft in the Lakes are prohibited.
7. Watercraft and trailers shall not be stored on the Lake Banks or in the easement areas. No watercraft (including watercraft permitted to be used within the Lakes of the Community) may be stored on a lake bank, in a Lake Maintenance Easement within the rear yard of a Lot or otherwise visible in any manner on a Lot.
8. In no event shall any Owner cause any erosion or change in grade of any Lake bank slope from design grade.

**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**LEASING OF HOMES**

1. No portion of a Home, other than an entire Home, shall be rented by the Owner, and no Home may be rented more than two (2) times in any twelve (12) month period. In addition, no Home, or portion thereof, shall be sub-let.
2. All leases shall provide for a minimum lease term of seven (7) months. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than seven (7) months except in the event of a default by the tenant.
3. All leases shall provide that the right of the tenant to use and occupy the Home and the Association Property shall be subject and subordinate in all respects to the provisions of the Governing Documents.
4. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon the tenant's failure to observe any of the provisions of the Governing Documents.
5. Each Owner shall be required to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association. Even if such lease addendum is not included, each lease entered into by Owner for a Home shall be deemed to include the foregoing by this reference.
6. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenants for compliance with the Governing Documents (including, without limitation, the Rules and Regulations) and to the Association to pay Assessments and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenant and/or those for whom the Owner is responsible.
7. The Owner shall provide the Association with a copy of all executed leases in their entirety for the Home.
8. A person occupying a Home for more than one (1) month without the Owner or tenant or a member of the Owner's or tenant's family being present (regardless of whether or not a lease exists, or rent is paid) shall not be deemed a guest, but rather, shall be deemed a tenant for purpose of the provisions of the Governing Documents which apply to tenants.

**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**MISCELLANEOUS RULES AND REGULATIONS**

1. *Signs.* No sign, display, poster, advertisement, notice or other lettering whatsoever (including, without limitation, "For Sale", "For Rent", "By Owner" or "Open House" signs) shall be exhibited, displayed, inscribed, painted or affixed in public view of any portion of a building, vehicle or other Improvement in the Community (including, without limitation, a Home) without the prior written approval of the Board, which approval may be given, conditioned, withheld or denied in the sole and absolute discretion of the Board. Notwithstanding anything to the contrary contained in these Rules and Regulations, the Board shall not approve any sign, display, poster, advertisement, notice or other lettering which is or in the nature of a "For Sale", "For Rent", "By Owner", "Open House" or any other similar sign for the sale or renting of a Home for so long as Declarant owns a Lot in the Community or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in the Community or other communities developed or marketed by Declarant or its affiliates, whichever is later.
2. *Barbecuing.* If Owners barbecue on covered or screened patios or at a close distance away from the Homes, then those Owners shall take responsibility to clean or paint over any smoke discoloration which may result from such activities.
3. *Chemicals.* Except as otherwise specifically provided herein, Owners shall not keep any flammable, combustible or explosive fluids, fuels, chemicals or substances in any Home, its adjacent yard area or within the Association Property. No above-ground or under-ground propane or other fuel storage tanks shall be permitted except only for: (a) customary propane tanks associated with barbecue grills, (b) those substances used for normal household or yard maintenance use, and (c) an under-ground propane tank associated with a Generator System approved and installed pursuant to the "Additional Guidelines for Additions and Alterations – Permanent Generators" as set forth above. Any such propane tanks and household substances shall be maintained in accordance with the prescribed use and safety instructions but in no event shall they be installed or stored on Association Property.
4. *Moving.* Owners or tenants who are moving in or out of the Community shall do so between the hours of 8:00 am and 9:00 p.m. Portable self-storage containers are permitted but may not be stored outside of the Home for more than 48 hours. Portable self-storage containers shall be placed entirely within the Lot and not in the right-of-way bounding the Lot. At no time shall such units be placed on Association Property.
5. *No Solicitation.* All door-to-door commercial solicitation is prohibited. Placing of materials in mailboxes or on or within any portion of the Homes or Lots is strictly prohibited unless express written permission is granted by the Board.
6. *Use of Resident Roster.* The resident roster maintained by the Association pursuant to Chapter 720, Florida Statutes, which contains information concerning each members' official mailing address and parcel identification, shall only be used for official Association purposes and may not be used by any Owner for their own political, charitable, or business purposes.
7. *Hunting, Trapping or the Possession/Use of Firearms.* Hunting, trapping, or the possession/use/discharge of firearms, including but not limited to, handguns, rifles, shotguns, BB guns, pellet guns, paint guns, slingshots and bows and arrows, are not permitted anywhere in the Community including, without limitation, the Preserve Areas or any wetland mitigation areas.. This rule shall not prohibit an Owner from keeping a lawful firearm: (a) in such Owner's Home, or (b) on such Owner's person strictly in accordance with a lawfully issued Florida concealed weapons license.
8. *Garage/Yard Sale.* No Owner shall be permitted to conduct or hold a garage sale, yard sale, tag sale or other similar sale from any portion of their Lot.
9. *Unmanned Aerial Vehicles/Drones.* Owners are prohibited from using unmanned aerial vehicles including, without limitation, drones (collectively, "UAVs"), except to the extent permitted by the Rules and Regulations of the Community Association.
10. *Wetland and Wetland Mitigation Areas.* Wetland and wetland mitigation areas around the Community are required by Pasco County and the Southwest Florida Water Management District, and may not be altered, relocated, destroyed or removed by any Owner.
11. *Recording and Broadcasting of Association Meetings.* Owners shall provide not less than twenty-four (24) hours advance written notice to the Board expressing their desire to utilize any audio or video equipment at an official meeting of the Board or an official meeting of the Owners (collectively, "Association Meetings"). The only audio and video equipment and devices which Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions. All audio and video equipment shall be assembled and placed in position in advance of the commencement of Association Meetings. Owners videotaping or audio recording Association Meetings shall not be permitted to move about

**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**MISCELLANEOUS RULES AND REGULATIONS (continued)**

the meeting room in order to facilitate the audio or video recording. Owners who have audio or video recorded an Association Meeting shall not share such audio or video recording with non-Owners. Live streaming and/or broadcasting of Association Meetings, including, without limitation, through Periscope, Facebook Live, Twitter, Instagram or other similar social media platforms, is prohibited. These rules only apply to official Board meetings, Annual Members' Meetings and special meetings of the Members; thus, no other meetings may be recorded, live streamed and/or broadcasted in any manner whatsoever.

**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**GENERAL USE OF ASSOCIATION PROPERTY AND RECREATIONAL TRACT**

“Recreation Tract” as used herein shall mean and refer to the Recreation Tract (as defined in the Declaration) and any portion thereof, including, without limitation, recreation amenities, facilities and equipment located thereon and therein.

**1. Responsibility:**

- a. ALL PERSONS USING ASSOCIATION PROPERTY, INCLUDING BUT NOT LIMITED TO THE RECREATION TRACT, SHALL DO SO AT THEIR OWN RISK. The Association and its Board assumes no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of Association Property in general, including but not limited to, the Recreation Tract. Persons using Association Property, including but not limited to the Recreation Tract, agree not to hold the Association or the Board liable for actions of any kind or nature whatsoever occurring on or within the Association Property, including but not limited to the Recreation Tract.
- b. With respect to the use of Association Property, including but not limited to the Recreation Tract, an Owner shall be held responsible for such Owner’s actions and conduct and the actions and conduct of such Owner’s Occupants. Decorum, good conduct and safety shall be observed and shall be strictly enforced.
- c. Any damage to Association Property, including the Recreation Tract or equipment therein, which is caused by any Owner or Owner’s Occupants shall be repaired or replaced at the expense of the Owner.
- d. The use of Association Property, including but not limited to, the Recreation Tract by persons other than an Owner or such Owner’s Occupants is strictly prohibited and shall be at the risk of those involved and not, in any event, the risk of the Association.
- e. The Association shall not be responsible for any personal injury (including, without limitation, death) or any loss or damage to any personal property within Association Property including but not limited to, the Recreation Tract regardless of where such property is kept, checked, left or stored on the premises.
- f. The Association shall have the right to require Owners and Owner’s Occupants to execute a Recreation Amenities Release and Waiver in a form acceptable to Association prior to use of the Recreation Tract or participation in any activities sponsored, promoted or set up by the Association.

**2. General Use Restrictions:**

- a. The Association Property, including but not limited to, the Recreation Tract shall be solely for the use of the Owner and such Owner’s Occupants, subject to the provisions of the Governing Documents. The Association retains the right to limit the number of guests or invitees per household that are permitted to: (i) use the Recreation Tract, and/or (ii) participate in any activities sponsored, promoted and/or set up by the Association.
- b. Any use of the Recreation Tract, or any other portion of Association Property, for any private use shall be submitted for prior approval to the Board or its manager. For this purpose, “private use” shall include, by way of example but not limitation, any of the following: private lessons (such as tennis lessons or swimming lessons), group lessons, instructional classes, aerobic classes, weight training instruction, exercise classes (including karate or other martial art classes), social meetings, fraternal meetings, political meetings, religious group meetings, parties, socials, barbecues, seminars, educational classes, computer training courses and motivational speakers. The Association shall have the right to require that all guests and invitees register and/or obtain a guest pass or other authorization prior to the guests’ and invitees’ use of the Recreation Areas and/or participation in any activities sponsored, promoted or set up by the Association.
- c. The use of the Recreation Tract by an organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited.
- d. Residents shall accompany and remain with their guests and invitees when at the Recreation Areas.
- e. Clubs that are authorized and approved by the Association shall only use the Association Property in accordance with the rules and guidelines established by the Board from time to time. The Board shall have the right to establish policies, procedures and guidelines regarding the organization and formation of clubs, and their permitted use of the Association Property including, without limitation, the Clubhouse.
- f. Pets shall not be permitted in the Recreation Tract.
- g. The walkways and entrances of the Recreation Tract and facilities located thereon and therein shall not be obstructed or used for any purpose other than ingress and egress. Use of the parking lots on the Recreation Tract shall be used for



**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
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**GENERAL USE OF ASSOCIATION PROPERTY AND RECREATIONAL TRACT (continued)**

parking only. The Association reserves the right to use the parking lots on the Recreation Tract for Association events and/or activities.

- h. No grilling, barbecuing or cooking of food shall be permitted within the Association Property except in those areas designated for such purposes by the Association.

3. *Cleanliness:*

- a. It is prohibited to litter or cause debris to be put in any of the Association Property, including the Recreation Tract. Owners and Owner's Occupants shall cause to be removed or disposed of all rubbish, garbage, trash, refuse or other waste materials generated during their respective use within any recreational facilities or other Association Property.
  - b. No personal articles shall be allowed to stand overnight in any of the Association Property.
  - c. No garbage cans other than those provided by the Association, supplies, water bottles or other articles shall be placed or left within in the Association Property, including the Recreation Tract.
4. The Board reserves the right, from to time and in its sole discretion, to create, adopt, impose, alter or amend rules and regulations relating to the use of any portion of the Association Property, including the Recreation Tract, the Clubhouse and the facilities and/or amenities therein.

**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**RULES FOR THE CLUBHOUSE**

**1. Clubhouse Use:**

- a. Clubhouse hours shall be 7:00 a.m. until 10:00 p.m. Time extensions for social or community events may be granted at the discretion of the Board. Activities outside the Clubhouse shall not be allowed after 9:00 p.m. without the prior approval of the Board. The foregoing time restrictions shall not apply to activities which have been organized by the Association.
- b. All persons ages thirteen (13) and younger shall at all times be accompanied by an Owner or supervising adult who is eighteen (18) years of age or older when using the Clubhouse amenities. Additional age requirements may apply as listed in the usage guidelines for specific areas.
- c. The Clubhouse shall not be used at any time for religious services by any sect, cult or group with the following exception: In the spirit of respect and togetherness, a table decoration of a lighted Chanukah Menorah and a Christmas tree, not to exceed eight (8) feet in height, may be displayed in the Clubhouse during the December holiday season.
- d. All belongings shall be removed from the Clubhouse when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.
- e. No immoral, offensive or unlawful use shall be made of the Clubhouse. All Governmental Requirements shall also be strictly observed.
- f. Equipment and supplies shall not be stored in any location other than as specifically approved in writing by the Board.
- g. No signs, notices or photos shall be posted on any of the walls or windows of the Clubhouse, other than on bulletin boards, if made available by the Association for that specific purpose. All postings must first be approved by the Board.
- h. All Community events and meetings shall supersede the use of all other events throughout the Clubhouse.

**2. Code of Conduct for the Clubhouse:**

- a. No smoking or vaping (including e-cigarettes) in the Clubhouse or any rooms therein shall be allowed.
- b. No alcoholic beverages shall be permitted in the Clubhouse, unless it is at an event or activity organized by the Association. However, in no event shall alcoholic beverages be consumed by anyone under the age of 21 or served to intoxicated persons.
- c. Proper attire shall be worn in the Clubhouse.
- d. Bare feet, bare chests and swimsuits shall be prohibited in the Clubhouse, other than to use the locker room facilities provided that entry to and exit from the Clubhouse is through the door adjacent to the locker rooms directly accessing the Pool Area (as hereafter defined).
- e. When the Clubhouse and Party Pavilion are in use by an Owner who has properly reserved the facility, no other Owner shall be permitted in those areas other than for ingress and egress.
- f. An Owner shall be responsible for repair and/or replacement costs incurred as a result of damage to the Clubhouse furniture, accessories, appliances and/or any related equipment caused by the Owner and/or Owner's Occupants.
- g. Boisterous or profane language shall not be used in the Clubhouse.

**3. Rules for Use of Fitness Center:**

- a. Fitness Center hours shall be as established by the Board from time to time.
- b. All personal belongings shall be removed from the Fitness Center when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.
- c. All equipment shall be used at the risk of the person exercising.
- d. All persons ages thirteen (13) and younger shall at all times be accompanied by an Owner or supervising adult who is eighteen (18) years of age or older to utilize the Fitness Center.
- e. Athletic shoes and shirts shall be worn at all times.
- f. As a courtesy to others, people exercising are requested to allow others to work in with them.

**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**RULES FOR THE CLUBHOUSE (continued)**

- g. A thirty (30) minute time limit shall apply on all cardiovascular equipment when someone is waiting.
  - h. Equipment shall be wiped down after usage. Accordingly, people exercising are requested to bring a towel to the fitness center for that purpose.
1. *Rules for Use of Indoor Sports Court:*
- a. The Indoor Sports Court are restricted to the playing of appropriate games or game-related activities (i.e., exhibitions and clinics) only. No one shall be permitted on the Indoor Sport Court except those persons playing.
  - b. Roller skates, skateboards, roller blades, bicycles, scooters and other play or exercise equipment are prohibited on the Indoor Sports Court.
  - c. The Indoor Sports Court play shall be limited to one (1) hour of play. Play may continue providing no other players are waiting at the expiration of the preceding time limits.
  - d. Only proper attire, shoes and protective wear shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the Indoor Sports Court. Black soled sneakers shall not be permitted.
  - e. No intoxicants, food or breakable containers shall be permitted on the Indoor Sports Court.
  - f. Use of the Indoor Sports Court by any organized team (i.e., school teams, municipal recreation league teams, etc.) is strictly prohibited.
  - g. Walking through the Indoor Sports Court during play shall be prohibited.
  - h. Entering or leaving a court shall only occur when the play of other players is stopped.
  - i. Equipment and supplies shall not be stored in any location other than as specifically approved in writing by the Board or, if applicable, the Clubhouse Committee.
2. *Renting of the Clubhouse and/or Party Pavilion:*
- a. All reservations of any area of the Clubhouse facility or Party Pavilion by Owners must first be approved by the Board or, if applicable, the Social Director. Renting of any area of the Clubhouse facility or Party Pavilion by Owners for their private use, if permitted by the Board, shall be subject to availability, the payment of scheduled fees and deposits as may be determined by the Board, and the execution of the Association's form of rental agreement.
  - b. Any Owner or other authorized person reserving a portion of the Clubhouse facility or Party Pavilion shall have the care, custody and control of such portion of the Clubhouse facility or Party Pavilion, as applicable, during the period the facility is reserved and shall, therefore, be responsible for any and all costs for repairs and/or replacement to the Clubhouse facility and Party Pavilion, and their respective furniture, equipment, accessories, appliances and the like which are damaged or destroyed for any reason while under their care, custody and control. In addition, any Owner or authorized person using a portion of the Clubhouse facility or Party Pavilion shall be responsible for the care and cleaning thereof, including the kitchen. All furnishings and equipment shall be replaced to their previous locations, but in no event shall they be removed from the Clubhouse facility or Party Pavilion.
  - c. Owners wishing to reserve a portion of the Clubhouse facility or the Party Pavilion must first contact the Association manager to request a date and time. A deposit shall be due and payable at the time of reservation, and a portion thereof shall be non-refundable, all as determined by the Board. The balance of the deposit shall be refunded only if there has been no damage, misuse or theft to the Clubhouse facility, the Party Pavilion, or their components, and if the Clubhouse facility and Party Pavilion, as applicable, is left clean. The amount of the required deposit and the non-refundable portion of the deposit may be established and amended by the Board at any time and from time to time.
  - d. All community events and meetings shall supersede the use of all other events throughout the Clubhouse facility and/or the Party Pavilion.
4. Use of the Clubhouse shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreational Tract".

**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**RULES FOR THE SWIMMING POOL AREA**

“Pool Area” as used herein shall mean and refer to the resort pool, pool deck area, splash pad and water play area.

**1. Pool Area Use:**

- a. THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOLS OR OTHER WATER FACILITIES IN THE POOL AREA SHALL DO SO AT THEIR OWN RISK, INCLUDING, WITHOUT LIMITATION, ALL RISK OF PERSONAL INJURY AND/OR DEATH. The Association and its Board assumes no responsibility for any accident, personal injury and/or death or for any loss, theft or damage to personal property arising out of or in connection with the use of the pool and/or the Pool Area in general. Persons using the pool, splash pad and water play area and Pool Area in general agree not to hold the Association or the Board liable for actions of any nature occurring within the Pool Area including, without limitation, any personal injury and/or death.
- b. Pool Area hours are from Dawn to Dusk, but in no event later than 9:00 p.m. Outdoor recreation lights shall be turned off no later than 9:00 p.m. The foregoing time restrictions shall not apply to activities which have been organized by the Association. Prior to 8:00 a.m., the use of the Pool Area shall be restricted only to Owners and their guests and/or invitees. Owners are responsible for the actions of their guests and/or invitees. No use prior to 8:00 a.m. shall be allowed which is deemed disruptive to the peaceful enjoyment of those residents living in close proximity to the Pool Area. Activities scheduled by the Association in the Pool Area takes precedence over individual use.
- c. All persons under the age of thirteen (13) and under shall be accompanied and closely supervised by an Owner or supervising adult who is eighteen (18) years of age or older. Persons over the age of twelve (12) are not permitted to use the splash pad and water play area.
- d. Wheelchairs, strollers and child waist and arm flotation devices shall be permitted in the Pool Area. No rafts, balls and similar flotation devices shall be permitted in the Pool Area.

**2. Code of Conduct for the Pool Area:**

- a. No nude swimming shall be allowed at any age. Paper or cloth diapers are prohibited in the pool. Infants/children who are not toilet trained and adults who are incontinent must wear appropriate swim diapers which fit snugly around the legs and waist. If the swim diapers become soiled, the person must exit the pool immediately and not return until he/she has taken or been given a soap shower and has been covered by a new, clean swim diaper.
- b. No intoxicants shall be permitted in the Pool Area.
- c. No smoking or vaping (including e-cigarettes) shall be permitted in the Pool Area.
- d. No roller skates, skateboards, roller blades, bicycles, scooters, balls of any kind, scuba equipment, swimming fins and other play or exercise equipment shall be permitted in the Pool Area, unless the equipment is used in conjunction with an event or activity scheduled by the Association.
- e. No running, pushing, dunking, rough play, profane language, diving or jumping in the Pool Area shall be permitted.
- f. Improper use of the water play area equipment is prohibited.
- g. No music devices or portable televisions shall be permitted in the Pool Area without the use of headphones, and no live musical entertainment (i.e., DJ, live band, etc.) is permitted in the Pool Area unless organized by the Association.

**3. Health and Safety Considerations:**

- a. All users shall shower before entering the pool. Water is recirculated; persons using the pool area shall not swallow pool water.
- b. No soaps or shampoos shall be used at the pool side shower.
- c. Persons wearing bandages or having colds, viruses, coughs, inflamed eyes, infections, diarrhea and/or open sores shall not use the pool, splash pad and water play area.
- d. No glass containers or other breakable objects shall be permitted in the Pool Area.
- e. All belongings shall be removed when the user is leaving the Pool Area. The Association and its Board shall not be responsible for any belongings lost or stolen.

**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**RULES FOR THE SWIMMING POOL AREA (continued)**

- f. All rubbish, garbage, trash, refuse or other waste materials shall be placed into containers around the Pool Area provided for this purpose or removed from the Pool Area.
  - g. A five (5) foot walking area shall be maintained around the pool at all times. Additionally, walking areas around and through the Pool Area shall not otherwise be blocked.
  - h. In accordance with health department regulations, no food or drink are permitted in the resort pool, the splash pad and water play area.
4. *Use of pool furniture and equipment:*
- a. Pool furniture shall not be removed from the Pool Area.
  - b. Pool furniture shall not be reserved for anyone not in the Pool Area.
  - c. Pool furniture and equipment shall not be modified, altered or changed in any manner.
  - d. Towels shall be placed on pool furniture when in use.
5. Use of the Pool Area shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".

**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**RULES FOR THE OUTDOOR COURTS AND EVENT LAWN**

"Outdoor Courts" as used herein shall mean and refer to the tennis, pickleball and outdoor basketball half court.

1. PLAYERS SHALL PLAY AT THEIR OWN RISK.
2. *Use of Courts:*
  - a. The outdoor basketball half court is open for play from 7:00 a.m. until Dusk.
  - b. The tennis courts are open from 7:00 a.m. to 10:00 p.m.
  - c. During morning hours (7:00 a.m. to 12:00 noon), players shall maintain low noise levels.
  - d. Private lessons shall not be given during prime playing hours (5:00 p.m. to 9:00 p.m.).
  - e. Tennis play shall be limited to one and a half (1 1/2) hours for doubles play and one (1) hour for singles play. The outdoor basketball court shall be limited to one (1) hour of play. Play may continue providing no other players are waiting at the expiration of the preceding time limits.
3. *Specific Court Use Restrictions:*
  - a. The courts are restricted to the playing of appropriate games or game related activities (i.e., exhibitions and clinics) only.
  - b. No one shall be permitted on the courts except those persons playing.
  - c. Owners may invite guests who are not owners of homes in the Community to play with them, subject to the rules promulgated by the Association from time to time. Owners shall accompany and remain with their guests, invitees and tenants at all times during the use of the Outdoor Courts.
  - d. Roller skates, skateboards, roller blades, bicycles, scooters, and other play or exercise equipment shall be prohibited on the courts.
  - e. All persons ages thirteen (13) and younger shall at all times be accompanied by an Owner or supervising adult who is eighteen (18) years of age or older when using the courts, and shall not disrupt the play of others.
  - f. No intoxicants, food or breakable containers shall be permitted on the courts.
  - g. All belongings shall be removed from the courts when play is complete. The Association and its Board shall not be responsible for belongings lost or stolen.
  - h. An Owner shall be responsible for the repair and/or replacement costs incurred as a result of deliberate or irresponsible behavior resulting in damage to the courts and/or related equipment caused by the Owner, his/her family members, tenants, guests, invitees and others for whom the Owner is responsible.
  - i. Use of the courts or any other open play area(s), or any portion thereof, by an organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited.
4. *Code of Conduct for the Courts:*
  - a. Boisterous or profane language shall be not used by players or spectators.
  - b. Walking behind or through the courts during play shall be prohibited.
  - c. Entering or leaving a court shall only occur when the play of other players is stopped.
  - d. Only proper attire and shoes shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the courts. Black soled sneakers shall not be permitted.
5. *Tennis Court Rules:*
  - a. If a reservation schedule is maintained on a board at the tennis courts, the following shall apply:
    - i. Reservations for play shall not be made earlier than the day before the requested time.
    - ii. Names of all players shall be posted with the requested time.



**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**RULES FOR THE OUTDOOR COURTS AND EVENT LAWN (continued)**

- iii. Players shall not reserve more than one time slot daily. Any duplicate reservations shall not be honored until all other players have played.
  - iv. Unassigned court time may be signed up for by the same players on the same day.
  - v. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
  - vi. If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.
- b. There may be a Tennis Committee consisting of residents who are familiar with the game of tennis. The Tennis Committee shall supervise the use of the court and bring all problems that arise to the attention of the Board. All special events, lessons and planned activities shall be scheduled and approved in advanced through the Tennis Committee.
6. *Pickleball Court Rules:*
- a. The Pickleball Courts are open from 8:00 a.m. to 8:00 p.m.
  - b. Play shall be limited to one and a half (1½) hours for doubles play and one (1) hour for singles play. Play may continue providing no other players are waiting at the expiration of the preceding time limits.
  - c. The Board reserves the right to require the use of specific pickleball paddles and/or pickleballs.
  - d. Reserving Pickleball Court Time: If a reservation schedule is maintained on a board at the pickleball courts or online through the Association, the following shall apply:
    - i. Reservations for play shall not be made earlier than the day before the requested time. Unassigned court time may be signed up for by the same players on the same day.
    - ii. Players shall not reserve more than one time slot daily. Any duplicate reservations shall not be honored until all other players have played.
    - iii. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
    - iv. If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.
7. *Event Lawn Rules:*
- a. Event lawn hours are from Dawn to Dusk, but in no event later than 9:00 p.m. The foregoing time restrictions shall not apply to activities which have been organized by the Association.
  - b. All persons thirteen (13) years of age and younger shall be accompanied and closely supervised by an Owner or supervising adult eighteen (18) years of age or older when using the event lawn.
  - c. Any belongings or trash shall be removed from the event lawn. The Association and its Board shall not be responsible for belongings lost or stolen on the event lawn.
  - d. No smoking, vaping (including e-cigarettes) and/or animals are permitted on the event lawn.
  - e. All community events and meetings shall supersede any use of event lawn by Owners.
  - f. No parking or driving on the event lawn without prior approval of the Association.
  - g. Event signs shall be limited to A-frame boards only and require authorization of the Association prior to the day of the scheduled event.
  - h. Signs and/or banners are only permitted on the day of an Association approved event. All banners must be affixed to a table and/or booth.
  - i. All tents must be freestanding, no spikes for tethering are permitted on the event lawn.
  - j. Formal, organized sporting events are not permitted on the event lawn without prior approval of the Association.

**WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

**RULES FOR THE OUTDOOR COURTS AND EVENT LAWN (continued)**

8. Use of the Outdoor Courts and Event Lawn shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract."

This Instrument Prepared By And After Recording Should Be Returned  
To:

Pasco County Associates III, LLLP  
1600 Sawgrass Corporate Parkway, Suite 400  
Sunrise, Florida 33323  
Attn: Steven M. Helfman, Esq.

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR WINDING RIDGE**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WINDING RIDGE (the "Amendment") is made as of the 21<sup>st</sup> day of April, 2021, by PASCO COUNTY ASSOCIATES III, LLLP, a Florida limited liability limited partnership (the "Declarant") and joined in by WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("the Association"), as follows:

WHEREAS, the Declaration of Covenants, Restrictions and Easements for Winding Ridge was recorded on June 26, 2020, in Official Records Book 10127, at Page 165 of the Public Records of Pasco County, Florida, as amended and supplemented from time to time (the "Declaration"); and

WHEREAS, Article XIII, Section 8 of the Declaration provides that prior to the "Turnover Date" (as such term is defined in the Declaration), the Declarant may amend the Declaration without the requirement or consent of the Association or the "Owners" (as such term is defined in the Declaration), so long as such amendment is not prohibited by the HOA Act (as such term is defined in the Declaration); and

WHEREAS, Article XIII, Section 8 of the Declaration also provides that the Association shall, upon request of Declarant, join in any such amendment; and

WHEREAS, the Turnover Date has not occurred as of the date of this Amendment, and this Amendment is not prohibited by the HOA Act; and

WHEREAS, Declarant, together with the joinder and consent of the Association, desires to amend the Declaration, as further set forth herein.

NOW, THEREFORE, Declarant, joined in by the Association, hereby amends the Declaration as follows:

1. The above recitals are true and correct and are hereby incorporated herein by this reference as if repeated at length. All initial capitalized terms used in this Amendment shall have the meanings given to such terms as set forth in the Declaration unless an alternative meaning is set forth herein.

2. Subsequent to the recording of the Declaration, Wyndfields Boulevard was renamed to Poplar Brook Drive. Accordingly, all references in the Governing Documents to "Wyndfields Boulevard" shall now be amended and restated to "Poplar Brook Drive f/k/a Wyndfields Boulevard".

3. This Amendment shall become effective upon recording amongst the Public Records of Pasco County, Florida.

4. Except as modified by this Amendment, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event any of the provisions of this Amendment shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof or of the Declaration, which shall remain in full force and effect, and any provisions of this Amendment deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law.

IN WITNESS WHEREOF, this Amendment has been signed by the Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

PASCO COUNTY ASSOCIATES III, LLLP, a Florida limited liability limited partnership

By: Pasco County III Corporation, a Florida corporation

By: [Signature]  
Richard M. Norwalk, Vice President

[CORPORATE SEAL]

WITNESSES AS TO DECLARANT:

[Signature]  
Print Name: SHAROLYN WEBB

[Signature]  
Print Name: JEFFREY SPEVACEK

STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>st</sup> day of April, 2021, by Richard M. Norwalk, as Vice President of Pasco County III Corporation, a Florida corporation, the general partner of PASCO COUNTY ASSOCIATES III, LLLP, a Florida limited liability limited partnership, on behalf of said corporation and limited liability limited partnership. He is personally known to me.

[Signature]  
Notary Public, State of Florida at Large

My Commission Expires:

Typed, Printed or Stamped Name of Notary Public



JEFFREY A. SPEVACEK  
Commission # GG 286988  
Expires January 28, 2023  
Bonded thru Budget Notary Services

WITNESSES AS TO ASSOCIATION:

[Signature]  
 Print Name Ahmed Nassea

[Signature]  
 Print Name Genevieve Gilmore

ASSOCIATION:

WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit

By: [Signature]  
 Marisa Lufkin, President

[CORPORATE SEAL]

STATE OF FLORIDA

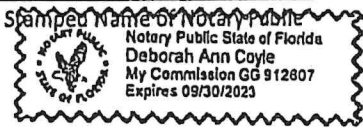
COUNTY OF Hillsborough )  
 ) SS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>st</sup> day of April, 2021, by Marisa Lufkin, as President of WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said corporation. She is personally known to me.

[Signature]  
 Notary Public, State of Florida at Large

My Commission Expires: 9/30/2023

Typed, Printed or Stamped Name of Notary Public



This Instrument Prepared By And After Recording Should Be Returned  
To:

Pasco County Associates III, LLLP  
1600 Sawgrass Corporate Parkway, Suite 400  
Sunrise, Florida 33323  
Attn: Steven M. Helfman, Esq.

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR WINDING RIDGE**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WINDING RIDGE (the "Amendment") is made as of the 28<sup>th</sup> day of June, 2021, by PASCO COUNTY ASSOCIATES III, LLLP, a Florida limited liability limited partnership (the "Declarant") and joined in by WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("the Association"), as follows:

WHEREAS, the Declaration of Covenants, Restrictions and Easements for Winding Ridge was recorded on June 26, 2020, in Official Records Book 10127, at Page 165 of the Public Records of Pasco County, Florida, as amended and supplemented from time to time (the "Declaration"); and

WHEREAS, Article XIII, Section 8 of the Declaration provides that prior to the "Turnover Date" (as such term is defined in the Declaration), the Declarant may amend the Declaration without the requirement or consent of the Association or the "Owners" (as such term is defined in the Declaration), so long as such amendment is not prohibited by the HOA Act (as such term is defined in the Declaration); and

WHEREAS, Article XIII, Section 8 of the Declaration also provides that the Association shall, upon request of Declarant, join in any such amendment; and

WHEREAS, the Turnover Date has not occurred as of the date of this Amendment, and this Amendment is not prohibited by the HOA Act; and

WHEREAS, Declarant, together with the joinder and consent of the Association, desires to amend the Declaration, as further set forth herein.

NOW, THEREFORE, Declarant, joined in by the Association, hereby amends the Declaration as follows (deleted language is shown by ~~strikeout~~, additional language is shown as underlined text and unaffected language is shown by " \* \* \* "):

1. The above recitals are true and correct and are hereby incorporated herein by this reference as if repeated at length. All initial capitalized terms used in this Amendment shall have the meanings given to such terms as set forth in the Declaration unless an alternative meaning is set forth herein.



2. The following amendments are hereby made to Section 5 of Article X of the Declaration:

Section 5. LEASES. No portion of a Home (other than an entire Home) may be rented. All leases shall provide: (a) for a minimum lease term of seven months, and (b) that the right of the tenant to use and occupy the Home and Association Property shall be subject and subordinate in all respects to the provisions of the Governing Documents. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than seven months except in the event of a default by the tenant and no Home may be rented more than two (2) times during any twelve (12) month period. All leases shall also provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration or other Governing Documents, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Governing Documents and to the Association to pay any and all losses, claims, demands, suits, actions, causes of action, liabilities (including, without limitation, property damage, personal injury and/or death), judgments, damages (including, without limitation, all secondary, incidental, consequential, special and/or punitive damages), fines, liens, encumbrances, penalties, costs and expenses of whatever nature or kind (including, without limitation, Legal Fees), related to, arising out of and/or resulting from the negligence or willful or criminal misconduct of the tenant and/or those for whom the Owner is responsible. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. Each Owner shall be required to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association. The Association has the right to require Owners to use a lease addendum the form of which may be prepared by the Association providing for, among other things, the foregoing. Even if such lease addendum is not included, each lease entered into by Owner for a Home shall be deemed to include the foregoing by this reference.

Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event such Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and such Owner shall be in violation of this Declaration. The provisions of this Section 5 shall also apply to renewals and modifications of leases. In no event shall subleases or assignment of leases be permitted without the prior written approval of the Association. In addition, a person occupying a Home for more than one (1) month without the Owner or tenant or a member of the Owner's or tenant's family being present shall not be deemed a guest, but rather, shall be deemed a tenant for purpose of the provisions of this Section 5.

\* \* \*

3. This Amendment shall become effective upon recording amongst the Public Records of Pasco County, Florida.

4. Except as modified by this Amendment, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event any of the provisions of this Amendment shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof or of the Declaration, which shall remain in full force and effect, and

any provisions of this Amendment deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law.

IN WITNESS WHEREOF, this Amendment has been signed by the Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

PASCO COUNTY ASSOCIATES III, LLLP, a Florida limited liability limited partnership

By: Pasco County III Corporation, a Florida corporation

By: [Signature]  
Richard M. Norwalk, Vice President

WITNESSES AS TO DECLARANT:

[Signature]  
Print Name: SHAROLYN WEBB

[Signature]  
Print Name: KANDIDA RINKER JOLLY

[CORPORATE SEAL]

STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24 day of June, 2021, by Richard M. Norwalk, as Vice President of Pasco County III Corporation, a Florida corporation, the general partner of PASCO COUNTY ASSOCIATES III, LLLP, a Florida limited liability limited partnership, on behalf of said corporation and limited liability limited partnership. He is personally known to me.

[Signature]  
Notary Public, State of Florida at Large

[Signature]  
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:



ASSOCIATION:

WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit

WITNESSES AS TO ASSOCIATION:

[Signature]  
Print Name Kaitlyn O'Senton

[Signature]  
Print Name Natalia Hiraldo Morales

By: [Signature]  
Marisa Lufkin, President

[CORPORATE SEAL]

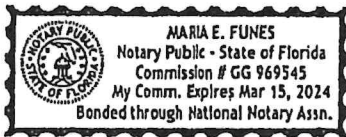
STATE OF FLORIDA )  
COUNTY OF DASCO )SS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28 day of June, 2021, by Marisa Lufkin, as President of WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said corporation. She is personally known to me.

[Signature]  
Notary Public, State of Florida at Large

MARIA E FUNES  
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:



After recording return to:

Winding Ridge Property Owners Association, Inc.  
1600 Sawgrass Corporate Parkway, Suite 400  
Sunrise, Florida 33323

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SPACE ABOVE THIS LINE FOR PROCESSING DATA

**CERTIFICATE OF FIRST AMENDMENT TO  
BYLAWS OF WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.**

**THIS CERTIFICATE OF FIRST AMENDMENT TO BYLAWS OF WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.** (this "Certificate") is made as of the 14th day of October, 2021 by **WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (the "Association"), as follows:

**WHEREAS**, the Declaration of Covenants, Restrictions and Easements for Winding Ridge was recorded on June 26, 2020, in Official Records Book 10127, at Page 165 of the Public Records of Pasco County, Florida, to which the Bylaws of Winding Ridge Property Owners Association, Inc. are attached as Exhibit "C" (the "Bylaws"); and

**WHEREAS**, pursuant to Article XIII, Section B of the Articles, after the "First Conveyance" (as such term is defined in the Articles) and prior to the "Turnover Date" (as such term is defined in the Articles), the Articles may be amended by a majority vote of the Association's Board of Directors (the "Board") at a duly called meeting of the Board, without the prior written consent of the "Members" (as such term is defined in the Articles); and

**WHEREAS**, pursuant to Section 14.3 of the Bylaws, until the Turnover Date, the Bylaws may be amended by the "First Board" (as such term is defined in the Articles), without the consent, approval, or vote of the Members; and

**WHEREAS**, pursuant to Section 4.15 of the Bylaws, prior to the Turnover Date and except as to assessments, any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, is signed by all of the members of the Board entitled to vote with respect to the subject matter thereof, and such consent has the same force and effect as a unanimous vote of the Board; and

**WHEREAS**, the First Conveyance has occurred as of the date of this Certificate; the Turnover Date has not occurred as of the date of this Certificate; and the First Board remains as of the date of this Certificate; and

**WHEREAS**, on October 14, 2021, the Board approved amendments to the Bylaws, as further set forth herein, by unanimous written consent of the Board made in accordance with Section 4.15 of the Bylaws.

NOW, THEREFORE, the Association, by and through the Board, hereby amends the Bylaws as follows:

1. **Preface.** The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein. All initially capitalized terms shall have such meaning as set forth in the Articles unless an alternative meaning is set forth herein.

*(new language shown by underline;  
deleted language shown by ~~strikeout~~;  
" \* \* \*" shows unaffected language)*

2. Section 3 of the Bylaws is hereby amended to add the following:

Section 3. Membership; Members' Meetings; Voting and Proxies

\* \* \*

3.7. Not less than sixty (60) days before any Annual Members' Meeting or special meeting at which elections of Directors are to occur (an "Election Meeting"), the Association shall mail, deliver or electronically transmit, whether by separate Association mailing or included in another Association mailing, delivery or transmission, including regularly published newsletters, to each Member entitled to a vote, a first notice of the date of the Election Meeting. Any Member or other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than forty (40) days before the Election Meeting. Together with an agenda, the Association shall mail, deliver or electronically transmit a second notice of the Election Meeting to all Members entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the Election Meeting, to be included with the mailing, delivery or electronic transmission of the ballot, with the costs of mailing, delivery or electronic transmission and copying to be borne by the Association. The Association shall not be liable for the contents of any information sheets prepared and supplied by the candidates. Elections shall be decided by a plurality of those ballots cast, regardless of whether a quorum is attained; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Members of the Board. Members

may not vote for Directors by Proxy. Voting by secret ballots by Members shall be conducted in accordance with Section 720.306(8)(b), Florida Statutes. In the event any Member returns their ballot in the outer envelope, and such outer envelope conforms to the requirements of Section 720.306(8)(b) of the HOA Act, however the Member fails to return the ballot in an inner envelope, then in such event, the ballot shall be counted as if the ballot was returned in an inner envelope so as to enfranchise each and every vote possible. Any Member who fails to return the inner ballot envelope voluntarily waives his/her right to anonymity. Furthermore, at any Election Meeting, the "Chairperson" (as hereinafter defined in Section 7.2) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots, disqualify votes if such disqualification is justified under the circumstances and certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution. No candidate for election, or spouse or immediate family member thereof, shall be appointed to the Election Committee.

\*\*\*

3.12. Notwithstanding any other requirement set forth herein, in accordance with Sections 617.0721 and 617.0820, Florida Statutes, as both are amended from time to time, any Meeting, including, but not limited to, Annual Members' Meetings and elections, may, at the discretion of the Board, be held in full or in part on an electronic platform, such as, by way of example only and not limitation, Zoom, so long as Members are provided an opportunity to observe and participate in such meeting as otherwise set forth herein and as required by the HOA Act. At any such meeting in which an election of one (1) or more Directors is to take place, the Board may require absentee ballots only, to be cast in accordance with Section 720.306, Florida Statutes.

3. Section 4 of the Bylaws is hereby amended to add the following:



Section 4. Board; Directors' Meetings

\*\*\*

4.5. Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Any such special meeting may be held in the County at such date, time and place as determined by the Directors requesting such meeting or in such other place as all of the Directors shall agree upon. Notwithstanding any other requirement set forth in Section 4, in accordance with Sections 617.0721 and 617.0820, Florida Statutes, as both are amended from time to time, regular and special meetings of the Board may, at the discretion of the Board, be held in full or in part on an electronic platform, such as, by way of example only and not limitation, Zoom, so long as Members are provided an opportunity to observe and participate in such meeting.

\*\*\*


IN WITNESS WHEREOF, the Association has executed this Certificate on the date set forth below


WITNESSES:

ASSOCIATION:


WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation

  
Print Name: Melissa Donaldson

By:   
Marisa Lufkin, its President

  
Print Name: TIM NELSON

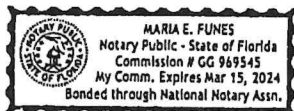
[CORPORATE SEAL]

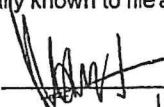
Attest:   
N. Maria Menendez, its Secretary

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF PASCO )

The foregoing instrument was acknowledged before me by means of  physical appearance or  online notarization, this 15 day of October, 2021, by Marisa Lufkin as President for WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me and did not take an oath.

[NOTARIAL SEAL]



  
\_\_\_\_\_  
Print Name: MARIA FUNES  
Notary Public, State of Florida