

BALLOT

CHECK ONE BOX TO VOTE FOR OR AGAINST THE FOLLOWING PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR INTERNATIONAL BASS LAKE RESORT HOMEOWNERS' ASSOCIATION, INC.:

Item # 1

For _____ Against _____

Amending Article I, Section H of the Declaration to provide as follows:

ARTICLE 1
DEFINITIONS

The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

H. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. It shall require consistent and regular maintenance of the Community's real and personal property in which the property and their improvements, including the Lots and Dwellings, are kept in good working order and maintained in a clean and attractive manner free of damage and discoloration. This Standard further requires Lot Owners to comply with all applicable government laws, codes, and rules as well as the covenants and restrictions contained in this Declaration and any reasonable rules and regulations adopted by the Board of Directors. Such standard may be more specifically determined by the Board and the Architectural Review Committee (as defined in Article VII, Section 2).

Item # 2

For _____ Against _____

Amending Article VI of the Declaration to provide as follows:

ARTICLE VI
ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Lot shall by acceptance of a deed therefore, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association: (1) Annual Assessments, (2) Special Assessments, ~~and~~ (3) Individual Assessments, and (4) Capital Contribution Assessment collected from time to time as hereinafter provided. The Annual, Special, ~~and~~ Individual, and Capital Contribution Assessments together with such interest thereon and cost of collections provided herein shall be a charge and continuing lien as provided herein on the real property and improvements of the Owner against whom each such Assessment is made. Each such Assessment,

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together with such interest thereon and cost of collection shall also be the personal obligation of the person who was the Owner of such real property at the time when the Assessment first became due and payable. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the Assessment.

Section 6.5. Capital Contribution Assessment: In the event of any transfer of ownership of a Lot, including, but not limited to, a transfer by sale, foreclosure or deed in lieu of foreclosure, but not including (a) a transfer to the current Owner's trust, or (b) to the beneficiary of an Owner's trust, or (c) by probate or inheritance, or (d) to the current Owner's spouse or family member, the new Owner(s) acquiring record title to a Lot shall pay a \$200 Capital Contribution Assessment to the Association to fund the Association's maintenance, repair and replacement of its capital improvements. The Capital Contribution Assessment shall be due at the time record title to the Lot is changed in the Public Records of Polk County, Florida and shall become delinquent if not paid within 30 days of the date the transfer is recorded in Polk County's Public Records.

Section 8. Subordination of the Lien to the Mortgages; Mortgagees' Rights. The lien of the Assessments provided for herein is subordinate to the lien of any first Mortgage given to an Institutional Lender now or hereafter placed upon a Lot; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure and further provided however that liability for assessments that came due prior to the sale or transfer shall be in the amounts stated in Section 720.3085(2), Florida Statutes, as amended from time to time. Such sale or transfer shall not relieve such Property from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an Officer or management agent of the Association setting forth whether such Assessment has been paid as to any particular Lot. Such certificate shall be in the format required by Section 720.30851, Florida Statutes and shall be conclusive evidence of payment to the Association of such Assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed the amount allowed by law. Fifty and No/100 Dollars (\$50.00) for the issuance of such certificate.

Item # 3

For _____ Against _____

Amending Article VII of the Declaration to provide as follows:

ARTICLE VII
ARCHITECTURAL CONTROL

Section 2. Architectural Review Committee. There is hereby established an Architectural Review Committee ("ARC") which shall have exclusive jurisdiction over all construction and

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alterations on any portion of the Lots on the Properties, and installation of manufactured homes, and whose duties, powers and responsibilities shall be as follows:

A. The ARC shall consist of three (3) or more persons designated by the Board of Directors.

B. The ARC shall have the right of specific approval or veto of all architectural, engineering, platting, planning and landscaping aspects of any improvement or development of individual Dwellings or buildings as well as the general plan for development of any individual Lot ~~or subdivision, tract or parcel of land within the Properties~~. All construction and development within the Properties is subject to local governmental control; however, the ARC may, in its sole discretion, impose standards of architectural and landscape design, or the general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning, and planning or other local governmental codes. Exterior paint and vinyl siding colors shall only be “earth tones” and must be approved by the ARC.

Section 4. Appeal of ARC Denial. Any Owner whose architectural application has been denied by the ARC may appeal the denial to the Board of Directors if the Owner submits their appeal in writing to the Board of Directors within 30 days of the date the ARC denies the Owner’s application. The Board may approve an appeal form. Upon receipt of a written appeal the Board of Directors shall hold a meeting within 30 days and uphold or overturn the ARC’s denial. The Board of Directors shall notify the Owner in writing of its decision.

Item # 4

For _____ Against _____

Amending Article VIII of the Declaration to provide as follows:

ARTICLE VIII
RESTRICTIONS

H. Antennas. Any Owner desiring to receive either Direct Broadcast Satellites (DBS), Direct Satellite System (DSS), Multichannel Multipoint Distribution (wireless cable) providers (MMDS) and Television Broadcast Stations (TVBS) are restricted to the placement of a satellite dish no more than one (1) meter in diameter, installed as near to the Dwelling as reasonably feasible. The dish shall be reasonably screened from view from surrounding Properties. Owners must notify the ARC of any such planned installation at least seven days in advance of the installation. All other types of antenna or satellite dish installation are prohibited except amateur radio antennas, provided such antennas comply with the rules adopted by the Board of Directors regarding height, location, size, aesthetic impact of, and installation requirements for outdoor antennas and their support structures ~~those reception devices that are protected under federal law or regulations.~~

J. Garages and Carports. No garage or carport shall be converted to living space. All garages and carports at all times shall be capable of housing the number of vehicles that the garage or

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carport was originally intended to house. For example, a "two car garage" or "two car carport" must be capable of housing two standard sized automobiles. Hazardous materials may not be stored in carports. The Board of Directors may adopt reasonable rules restricting storage of items in carports.

Q. Fences. ~~No fences,~~ walls or hedges that form walls, shall be allowed on any Lot. Fences are permitted on the Lots, subject to the prior written approval of the ARC, which may adopt reasonable guidelines regarding fences as well as arbors, hedges, trellises and similar improvements. The term "fence" means any partition, barrier, railing, or other upright structure that fully or partially encloses any area of a Lot, or marks the boundary of a Lot, and/or fully or partially controls access to all or part of a Lot. Fences may not exceed four feet in height. Fences must be white and made of vinyl. Chain link, wood and all other types of fences except vinyl are prohibited. Fences are prohibited in the front yard and only allowed in the rear and side yard. "Side yards" are defined as any portion of the yard that extends past either side of the Lots' Dwelling towards the streets or adjoining Lots or common area. Lots without dwellings may not have fences.

W. Flags. Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4¹/₂ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations. All other flags are subject to the Association's architectural guidelines and/or reasonable rules adopted by the Board of Directors.

CC. Occupancy. No Dwelling shall be occupied by more individuals than allowed by local codes and regulations. The maximum number of residents in any Dwelling is limited to no more than two people per bedroom.

HH. In order to foster a stable residential community, prevent a transient community and eliminate certain problems the community has encountered due to the rental/leasing and occupancy of Lots by those with a troubled history of living in deed restricted communities, the occupancy/rental/leasing of Lots and Dwellings are subject to the following restrictions:

(1) Any record Owner who has taken fee simple title to a Lot within the Property prior to ~~said recording~~ the effective date of this Section HH may lease and occupy their Lot notwithstanding the leasing and occupancy restrictions below, which restrictions shall not be applied retroactively to current Owners. For all those who become Owners after the effective date of this Section, regardless of how they acquire title to a Lot, such Owners may not occupy or lease their Lot and Dwelling unless approved by the Board of Directors. In addition, all such Owners may not lease their Lot and Dwelling to anyone for the first year (365 days) of ownership and any lease in violation of this prohibition shall be void. Notwithstanding the foregoing, the Association or its assignee may lease a Lot at any time if acquired through an assessment foreclosure or deed

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in lieu of assessment foreclosure. For Owners who may occupy, lease or rent their Lot and Dwelling, ~~together provided the Owner complies~~ their occupancy and/or lease must comply with the requirements contained in this Section.

(2) The effective date of this Section shall be the date of its recording in the Public Records of Polk County, Florida.

A. Occupant/Rent/Lease Approval. The Occupancy/Rental/Leasing of a Lot and Dwelling pursuant to (1), above, is conditioned upon the Association's Board of Directors approving the occupancy/rental/lease and proposed resident(s) and/or tenant(s) pursuant to the following procedures:

(1) Notice by the Unit Owner. An Owner intending to occupy/rent/lease his or her Lot and Dwelling, including occupancy by the Owner, his or her family members, servants and tenants, shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the first day of occupancy under the contract to purchase, acquisition of title and/or rental/lease agreement together with the name and address of ~~the~~ each proposed occupant/renter/lessee, a fully executed copy of the proposed purchase contract/rent/lease agreement, and such other information as the Board may reasonably require. The Board may require a personal interview with any occupant/renter/lessee and his or her spouse, if any, as a pre-condition to approval.

(2) Any allowed rentals/leases of Lots and Dwellings in excess of thirty (30) days in any calendar year, including multiple leases with the same tenants that add up to more than thirty (30) days, must be in writing. Any property Owner who occupies or allows his property to be occupied by someone other than the deeded Owner for a period of time in excess of thirty (30) days, will be subject to a background and credit check. The expense is to be assumed by the property Owner of record, who shall pay \$100 for the cost of such background and credit check as part of their application for occupancy/rental/lease. The Owner and/or his family, guests and tenants may only occupy or lease his or her entire Lot and Dwelling together.

(3) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have fourteen (14) days in which to approve or disapprove the proposed occupancy/rental/lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the property Owner of record.

B. Disapproval. A proposed occupancy/rental/lease shall be disapproved only if a majority of the Board so votes, and in such case the occupancy/rental/lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(1) the Owner is delinquent in the payment of Assessments at the time the application is considered;

(2) the Owner has a history of occupying/renting/leasing his Lot and Dwelling without obtaining approval, or occupying/allowing occupancy/renting/leasing to troublesome

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occupants/renters/lessees and/or refusing to control or accept responsibility for the occupancy of his Lot and Dwelling;

(3) the real estate company or rental agent handling the rental/leasing transaction on behalf of the Owner has a history of screening renter/lessee applicants inadequately, recommending undesirable renters/lessees, or entering into rentals/leases without prior Association approval;

(4) the application on its face indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions and Rules and Regulations of the community;

(5) the prospective occupant/renter/lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude, including, without limitation, sexual offenses;

(6) the prospective occupant/renter/lessee has a history of conduct which evidences disregard for the rights and property of others;

(7) the prospective occupant/renter/lessee evidences a strong probability of financial irresponsibility;

(8) the occupant/renter/lessee, during previous occupancy, has evidenced an attitude of disregard for the Association's covenants, restrictions or rules;

(9) the prospective occupant/renter/lessee gives false or incomplete information to the Board as part of the application procedure, or the required fees are not paid;

(10) the Owner fails to give proper notice of his intention to occupy/allow others to occupy/rent/lease his Lot and Dwelling to the Board of Directors.

(11) there are more than six people who are not related by blood, marriage, adoption, or legal guardianship seeking to occupy/rent/lease a Lot and Dwelling.

C. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the occupancy/rental/lease. Any occupancy/rental/lease entered into without approval may, at the option of the Board, be treated as void, and the Association may cure a violation of this Section by any legal or equitable remedies which may be available to enforce the covenants and restrictions contained in this Declaration, including fining any Owner, occupant or tenant for violations of these provisions as provided elsewhere in this Declaration or the By-Laws.

D. Prohibition of Renting/Leasing. Lots and Dwellings which may not be occupied/rented/leased by disapproved occupants/tenants shall only be occupied by those approved for occupancy by the Board of Directors, which prohibition against occupancy can

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include the Owner and his or her family and guests. “Guest” is defined as any person who is not the Lot Owner or a renter/lessee or a member of the Owner's or renters/lessee's family, who is physically present in, or occupies the Lot and Dwelling, on a purely temporary, short term, inconsistent, basis with the Owner and his or her family. Any individual who does not fall within this definition of guest shall be deemed to be an occupant/renter/lessee, regardless of whether such individual(s) pay(s) rent or other remuneration. “Owner Occupied Dwelling” is defined as a Dwelling in which the Owner and his or her family and guests reside, that is not being leased or rented to third parties.

E. Removal of Disapproved Occupants and Tenants. Failure to comply with the provisions of this Section shall subject occupants and tenants to enforcement action as provided for in the Association’s governing documents and Chapter 720, Florida Statutes and shall further constitute a material breach of the Declaration and grounds for a court order to remove unapproved occupants, and eviction of unapproved tenants pursuant to Chapter 83, Florida Statutes. Owners irrevocably appoint Association as its agent and attorney-in-fact for the limited purpose of effecting an eviction under Chapter 83, Florida Statutes and Owners and disapproved tenants and occupants shall pay all costs and attorney’s fees incurred by the Association to cure a breach or terminate an unapproved occupancy or lease and evict unapproved tenants.

Section 2. Enforcement. Failure of the Owner to comply with such restrictions, covenants, or Rules and Regulations and guidelines shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions, and if necessary, costs and attorney fees for appellate review. Such costs may be collected from an Owner as an Individual Assessment. The Association shall also have the right to suspend the voting rights of any Owner and use of Common Areas for any Owner, tenant, guest or invitee violating these Covenants and Restrictions or Rules and Regulations and guidelines.