

# On Top of the World Central Owners Association, Inc.

8445 SW 80<sup>th</sup> Street  
Ocala, Florida 34481

## Board of Directors:

Kenneth D. Colen, *Chairman*  
Robert Colen, *Vice Chairman*  
Guy Woolbright, *Secretary-Treasurer*  
Philip Faranda, *Board Member*  
Jo Salyers, *Board Member*

March 1, 2018

Dear Member:

Enclosed with this mailing is a document entitled Amended, Restated and Consolidated Declaration of Covenants, Restrictions, Easements, Charges and Liens (“Consolidated Declaration”). This document is representative of the proposed changes to the Declaration for your neighborhood. The goal is to bring the community under a single administrative document in order to have consistency and uniformity in the Covenants and Restrictions throughout the entire On Top of the World (Central) community.

Included with this letter is a summary of the many changes. This summary is intended as a guide for ease of understanding the proposed changes. The actual material changes in the proposed revision are not overly broad.

Amending a Declaration is by nature a precise business that requires the affirmative consent of 75% of all owners. To this end, you will find multiple forms that need to be completed, signed, and returned to the Association. To facilitate this, your Board will be holding a series of workshops to review the proposed changes and to obtain executed Proxies and Consent/Joinder documents. A schedule of these workshops and explanation of the documents is included in this mailing (on green paper).

## SUMMARY OF PROPOSED CHANGES

The first large scale changes are found on pages 1 – 4 that establishes the facts for this proposed revision. These sections update all the previously recorded declarations and provides a visual reference in Exhibit A of the lands subject to the Declaration.

Article I, Definitions, has additional definitions (l) and (aa) relating to the Southwest Florida Water Management District (“SWFWMD”); the Master Association (r) and (s) to which this community belongs; creates a definition for “occupant” other than the owner (u); and defines “single family” (z) for purposes of who and how many may live in a home. This definition is one of the more important proposed changes designed to ensure the residential nature of this community.

The Circle Square Ranch Master Association is an “association of associations” and exists to allocate fair share of expenses over assets used in common between all member associations. Article XIV, Section 9., of the current Declaration contemplated the creation of the Master Association and allows this Association to be a member.

Article II has no material changes made other than the addition of the phrase “Amended, Restated and Consolidated”. This phrase occurs throughout the document

Article III Homeowner Association, clarifies the specific authority of the Board to act through its governing documents or law; establishes the ability to delegate certain authority to a manager. Sections 3 and 4 of that Article adds specific language that the SWFWMD has mandated be added to Declarations going forward of (certain date). Because of this proposed revision, this language must now be added into the Consolidated Declaration.

Section 5. Safety and Security, is the outgrowth of experience with this community. Gate operations with surveillance cameras is a wonderful deterrent to crimes of opportunity. However, the systems are not intended to relieve residents of an obligation to use common sense safe guards, like locking your car or your home. Cameras may fail from time to time or a gate may become damaged. Nothing is fool-proof all the time.

Section 6. Indemnification of Officers and Directors provides that the Association indemnifies all officers and directors from damages and expenses for actions taken in the lawful discharge of their responsibilities.

Article IV Property Rights in the Properties, has no material changes other than adding the concept of Special Benefit Areas. (see discussion above).

Article V Covenant for Operating Expense and Special Assessments, brings forward the concept in Section 2 that all provisions for water and wastewater utilities reside with the Bay Laurel Center Community Development District (BLCCDD), and as such each owner is responsible for establishing their own service and billing. This provision is added to hold accountable those residents who routinely waste large amounts of water. Water rate pricing is the best signal for encouraging conservation.

In Section 4 of that Article the guarantee of assessments by the developer is deleted in its entirety because this is a mature, self-sustaining association and has not had a developer subsidy of assessments for over 10 years. That said, the developer does pay community services fees on completed, occupied properties, and does pay for the upkeep of developed but unsold lots on its behalf and without cost to the Association. Section 9 clarifies that the leasehold payments may be collected through the community services fee as a matter of convenience and consistent with longstanding practice.

Article VI Additional Powers Reserved to Developer has no material changes.

Article VII Architectural Control better establishes the path through which this oversight is exercised and allows for limited enforcement delegation to a manager of approved governing documents.

Article VIII Replacement of Dividing Walls and/or Party Walls, Roofs and Garden Walls, makes very minor changes by the addition of “other structures”.

Article IX Maintenance, makes clarifications to the following areas: Section 2 defines limits of exterior painting by not including any enclosed area that is not accessed through a doorway or a gate; establishes that the Association shall not be responsible for maintaining, repairing, or replacing any solar panels or skylights; and clarifies that the maintenance and replacement of all Owner added landscaping shall be the obligation of and shall be paid for by the individual Owners. Section 4 clarifies that except where there is a central system, irrigation in the common areas is to be maintained by the Association and all other irrigation component replacement is the owners’ responsibility.

Article X Insurance; Repair and Replacement of Damaged Property, makes minor changes to the limits of coverage maintained by the Association. Section 6 is added clarifying that it is the obligation of the owner to maintain insurance on their dwelling necessary for the repair of those areas under owner responsibility (cabinetry or carpet, for example). It also establishes that owner policies name the Association and others as additional insured under the policy.

Article XI Taxes, and Article XII Use of Property have no material changes.

Article XIII Transfers and Mortgages of Properties establishes that all deeds or other instruments of conveyance shall state that the Home is subject to this Amended, Restated and

Consolidated Declaration and shall include a reference to its recorded book and page in the public records of Marion County, Florida. This is a regulatory driven addition.

Section 8. Mortgage. Establishes that a first mortgage to an Approved Lender may, upon adoption of the proposed Declaration be eighty percent (80%) of the purchase price paid for the Home.

Section 13. Age Restrictions, brings the existing provisions establishing OTOW as an age restricted 55+ community current with the existing federal and state law and rules.

Article XIV has no material changes.

A limited display of exhibits has been included in the package for visual explanatory purposes. We omitted typical dwelling composite sketches as well as lengthy metes and bounds descriptions from portions of the exhibits as these will be added in prior to adoption should you consent to these proposed changes.

Thank you for your forbearance in reading this explanation. We know there will be questions so we encourage you to attend any one of the series of 14 workshops your Board will be holding in March (see enclosed Workshop Information sheet).

Sincerely,



Kenneth D. Colen  
Chairman

- Enclosures: Consolidated Declaration  
Workshop Information (green paper)  
Limited Proxy (yellow paper)  
Joinder and Consent (white paper)  
Mortgage Questionnaire (pink paper)  
Association Postage Paid Return Envelope