

NOTE: PROPOSED ONLY. TO BE CONSIDERED FOR ADOPTION BY ASSOCIATION BOARD AT ITS 12/15/10 MEETING.

SECOND AMENDED AND RESTATED RULES AND REGULATIONS OF ON TOP OF THE WORLD (CENTRAL) OWNERS ASSOCIATION, INC.

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**SECOND AMENDED AND RESTATED RULES AND REGULATIONS OF
ON TOP OF THE WORLD (CENTRAL) OWNERS ASSOCIATION, INC.**

These are the Rules and Regulations of On Top Of The World (Central) Owners Association, Inc., a Florida corporation not for profit. These Rules and Regulations will be administered by On Top Of The World (Central) Owners Association, Inc. and/or a management company duly appointed by it (jointly and severally referred to as the “Association”).

Except as otherwise specifically defined in these Rules and Regulations, capitalized terms used in these Rules and Regulations shall have the meanings assigned to those terms by the applicable Declarations of Covenants, Restrictions, Easements, Charges and Liens previously or hereafter recorded in the Public Records of Marion County, Florida (separately referred to as the “Applicable Declaration” and collectively referred to as the “Declarations”).

1. **Scope.** Except as provided below, these Rules and Regulations apply to all developed portions of the Community, all Dwellings, Homes and Lots (jointly and severally referred to as “Residential Unit”) in the Community and all Owners, family members, occupants, tenants, invitees, relatives, guests, contractors and visitors to the Community. The foregoing persons are hereinafter referred to individually as “Occupant” and collectively as “Occupants”. All Occupants shall be bound by, and they shall abide by, the provisions of these Rules and Regulations and the Applicable Declaration, as the same may be amended from time to time. The obligations, duties and restrictions imposed in these Rules and Regulations are in addition to, and not in lieu of, those set forth in the Declarations and the By-Laws of the Association, as amended from time to time. Despite anything in these Rules and Regulations to the contrary, these Rules and Regulations do not apply to or bind On Top of the World Communities, Inc., a Florida corporation (the “Declarant”), Sidney Colen & Associates, Ltd., a Florida limited partnership, or any Community Development District.

2. **Garbage and Trash.** Routine disposal of garbage and trash by the Occupants shall be accomplished only by means of trash compactors and recycling boxes designated and supplied by the Association or the Association’s designee. No garbage or trash shall be left by any Occupant outside any such trash compactor and recycling box. Curbside pickup by the Association is limited to normal and typical types and quantities of lawn and garden debris only. The Association or its designee may elect to designate one or more days of the week for lawn and garden debris pickup, in which event lawn and garden debris may only be placed outside the Residential Unit after 7:00 pm the night before the designated pick-up day(s). Unusual types and excessive quantities of lawn and garden debris are the responsibility of the Occupant. There shall be no disposal within the Community of any unusual or excessive garbage or trash generated from within any Residential Unit (including but not limited to clothing, household furnishings or construction debris) except in drop storage containers, construction debris containers or dumpsters approved by the Association and provided by the applicable Occupant or other party at no cost to the Association. No trash, rubbish, debris, garbage or other waste material or refuse shall be placed, stored or permitted to accumulate on any part of the Community except in covered or sealed sanitary containers. All such sanitary containers must be stored within each building, buried underground, or placed within an enclosure or concealed by means of a screening wall of material similar to and compatible with that of the building. These

elements shall be integrated with the concept of the building plan, shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible.

3. **Animals.** No livestock, birds, poultry, reptiles or other animals of any kind shall be raised, bred or kept in the Community by any Occupant of any Residential Unit except for a reasonable number of dogs, cats, birds or other usual and customary household pets kept or maintained solely as domestic pets and not for any commercial purpose. For the purposes hereof, numbers in excess of two (2) of each such type of usual and customary household pet (other than aquarium-kept tropical fish) per Residential Unit shall be presumed unreasonable, but the Board shall have the authority in its sole and absolute discretion, and upon such terms and conditions as may be deemed appropriate by the Board, to grant permission for a larger number of animals in any Residential Unit. No animal shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Any breed or variety of dog, cat or other animal deemed too noisy, aggressive, offensive, threatening, disruptive or otherwise an actual or potential nuisance, as determined by the Association in its sole and absolute discretion, may be excluded from the Community by the Association. In addition, upon the written request of any Occupant, the Board may conclusively determine, in its sole and absolute discretion, whether or not, for purposes of this section, a particular animal is a usual and customary household pet and/or whether or not a particular animal is too noisy, aggressive, offensive, threatening, disruptive or otherwise an actual or potential nuisance. The Board shall have the right to require the owner of any animal deemed by the Association to be too noisy, aggressive, offensive, threatening, disruptive or otherwise an actual or potential nuisance to remove such animal from the Community. All animals shall be kept inside Residential Units and no exterior structure for the care, housing or confinement of any animal shall be constructed or maintained in the Community. While outside Residential Units, all animals must be kept on a leash or other restraint and must be accompanied at all times by the owner or custodian. Animal feces must be picked up immediately and disposed of properly by the owner or custodian of the animal. Each Owner shall be liable to the Association for the cost of repair of any damage to the Common Property caused by any animal belonging to such Owner or to any Occupant of such Owner's Residential Unit.

4. **Offensive or Unlawful Activities.** No improper, unsanitary, unsightly, offensive or unlawful use, condition or activity shall be permitted, conducted or maintained in the Community by any Occupant, and all applicable governmental laws and regulations shall be observed. The use, enjoyment and occupancy of the Community shall be carried out in such manner as not to cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoining property or any portion or portions thereof: noise or sound that exceeds the levels permitted under the Marion County Noise Ordinance, as amended from time to time; smoke, noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; or vibration. No Occupant may use or play, or permit to be used or played anywhere in the Community any mechanical, electrical or other device (including, but not limited to, any musical instrument, stereo, amplifier, radio or television) between the hours of 11:30 p.m. and the following 7:00 a.m. in a manner that disturbs any other Occupant in the Community. For the purposes of interpreting and implementing this section, the Board shall have exclusive and absolute authority to determine whether or not any existing or proposed activity or condition violates this section.

5. **Skateboarding, skating, rollerblading and similar activities.** Skateboarding, skating, rollerblading and similar activities are permitted only on the Residential Units and streets in the Community and shall not be permitted in any other Common Property in the Community.

6. **55 and Older Community.** The Community has been designated as housing for persons who are fifty five (55) years of age or older. At least eighty percent (80%) of the Residential Units in the Community must be occupied by at least one person who is fifty five (55) years of age or older. In order to ensure that the Community qualifies as housing for persons fifty five (55) years of age or older under the Federal Fair Housing Act (42 U.S.C. 3601, et seq.), satisfies the occupancy and age verification requirements of Rule 100.307 of the U.S. Department of Housing and Urban Development (24 C.F.R. 100.307), and complies with the requirements of the Florida Fair Housing Act (Chapter 760, Florida Statutes) and the rules and regulations of the Florida Commission on Human Relations, a survey of the residents of the Community will be conducted and updated by the Association as and to the extent required by applicable law. Each Occupant shall cooperate with the Association in its efforts to comply with the requirements of the above-mentioned acts and rules and regulations, and with all other applicable laws. Such cooperation shall include (but shall not be limited to) providing to the Association, within 10 days after written request, such information (such as but not limited to identification of whether at least one occupant of the Residential Unit is fifty five (55) years of age or older and the current age or date of birth of such person) and signed surveys, sworn affidavits, certifications and other reliable, legally sufficient documentation as may be required from time to time by the Association.

Declarant and the Association shall have the authority to make any additional capital improvements upon the Common Property necessary to provide facilities or services specifically designed to meet the requirements of the Fair Housing Act, as amended, and other applicable laws.

No child under the age of seventeen (17) years shall be allowed to reside in any Residential Unit in the Community. An Owner who owns and occupies his or her own Residential Unit may permit one (1) minor only to reside in the Residential Unit with him or her, but only if the minor is at least seventeen (17) years of age and a member of that Owner's family. The test for residency by minors shall be either (a) residency in any Residential Unit for any period exceeding one (1) month, accompanied by enrollment in a public or private school or institution located within Marion County, Florida, or (b) residency in any Residential Unit for a cumulative period of six (6) months or longer.

7. **Leasing and Sales of Residential Units.** Pursuant to the Declarations, no Residential Unit may be occupied, leased or sold without the prior written approval of the occupant, lessee or new owner by the Association. Without limiting the generality of the foregoing, the Association shall have the right, in its sole and absolute discretion, to deny approval of any proposed occupancy, lease or sale if, following the taking of the proposed occupancy, making of the proposed lease or closing of the proposed sale, the Residential Unit will not be occupied by at least one (1) person who is fifty five (55) years of age or older. However, no person shall be denied the right to purchase, lease or occupy a unit because of race, religion, sex, national origin, marital status, sexual orientation or handicap.

As a condition precedent to consideration for approval, each prospective occupant, lessee and purchaser must inform the Association in writing whether the Residential Unit will be occupied by at least one (1) person who is fifty five (55) years of age or older and each proposed occupant, lessee and new owner shall appear for an interview with a designated representative of the Association.

In no event may any Residential Unit be leased in a furnished condition for an initial term of less than six (6) months plus one (1) week, and no Residential Unit may be leased in an unfurnished condition for an initial term of less than one (1) year.

Occupancy of any Residential Unit owned by any corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, trust or other form of artificial entity shall be limited to any person who: (a) is fifty five (55) years of age or older; (b) currently holds a title and senior management position with that artificial entity or currently owns (directly or indirectly) at least a ten percent (10%) beneficial interest in that artificial entity; (c) is an authorized signatory on the principal bank account of that artificial entity; AND (d) has had his or her name, title and senior management position or ten percent (10%) or more beneficial interest registered by the artificial entity with the Association, in writing, not less than forty five (45) days prior to first occupancy of the Residential Unit by such person. Not more than four (4) persons meeting the foregoing criteria may be registered with the Association for occupancy of a Residential Unit at any one point in time. In addition, no single artificial entity, and no two or more artificial entities under direct or indirect common ownership or control, may own or control, whether directly or indirectly, more than three (3) Residential Units in the Community at the same time.

The Association may initiate and pursue (but shall not be obligated to initiate or pursue) any legal or equitable action or other lawful means to remove from any Residential Unit any person whose occupancy has not been approved in writing by the Association.

8. **Notices.** All official notices to the Occupants from the Association must be approved by the president or vice president of the Association. No Member of the Association (other than the president or vice president of the Association) shall make or permit to be made, any written, typed, printed or electronically-transmitted notice of any kind, or post the same on any bulletin board, or mail or otherwise circulate, publish or broadcast the same to any other Association Member, which purports to be an official act or notice of the Association. Communications of a social nature or purpose sent to other Occupants by any Occupant, in his or her personal capacity, will not be deemed to be official notices from the Association, but they must bear the identity of the Occupant making or uttering such communications and such Occupant shall be fully responsible for the contents of such communication. Except as otherwise required or permitted by the Declarations, By-laws of the Association or applicable law, all notices to the Occupants shall be mailed to each Occupant at the address on file for such purpose with the Association. All notices to the Association shall be sent to 8447 SW 99th Street Road, Ocala, Florida 34481 or such other address or addresses as may be designated from time to time by written notice from the Association to the Owners.

9. **Solicitation.** Solicitation in the Community by vendors, service companies or any Occupant is prohibited without the prior, written consent of the Association. Also, no

vehicle or other item may be placed or advertised for sale on the exterior of any Residential Unit or on any Common Property or Community Development District-owned property, including but not limited to any street in the Community, without the prior written consent of the Association and, in the case of Community Development District-owned property, the applicable Community Development District. No estate sales, garage sales, yard sales, tag sales or similar activities may be held or conducted in the Community without the approval of the Association.

10. **Vehicles**. The streets and parking areas of the Community are private.

No unregistered motor vehicles, no motor vehicles with expired registration and no abandoned motor vehicles (whether or not currently registered) are permitted at any time in the Community. Any motor vehicle that remains unmoved for a period of fifteen (15) days or more may be treated by the Association as having been abandoned unless the owner thereof first notifies the Association in writing of the owner's intent to leave the vehicle unmoved for a longer period of time and the Association consents in writing to such longer period of time.

No commercial vehicles or containers of any kind (including but not limited to commercial trucks, vans, trailers, drop storage containers, construction debris containers and dumpsters) and no recreational vehicles of any kind (including but not limited to RVs, campers, trailers and boats) may be parked overnight in the Community without the prior consent of the Association. The preceding sentence does not apply to any vehicles or containers brought into the Community incidental to any maintenance or repair activities undertaken by the Association. The Association may designate (but shall not be obligated to designate), in writing, approved areas for placement of such vehicles or containers in the Community. Also, by first obtaining a written permit from the Association, an Occupant may be allowed to park an RV/motor home in that Occupant's driveway for a period not exceeding twenty four (24) hours for the purpose of being outfitted prior to departure on a trip or upon returning from a trip.

Only vehicles belonging to the Association or current residents of the Community and their respective visitors (for the durations of their visits), and not otherwise prohibited under the preceding paragraphs, may enter or park on any of the streets or parking areas of the Community.

Each Occupant who regularly drives or maintains a motor vehicle within the Community must display a "vehicle identification" in the form prescribed by the Association. Such vehicle identification shall remain the property of the Association.

Each Owner shall provide for parking of vehicles off streets within the Community. Except as otherwise specifically designated by the Board or permitted by the Declarations, no parking on grassed areas shall be permitted in the Community. There shall be no outside storage or parking upon any portion of the Community of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than personal-use pick-up trucks and sport-utility vehicles), commercial vehicles of any type (including, without limitation, cars or trucks with advertising signs or lettering), camper, motorized camper or trailer, boat or other water craft, boat trailer, motorcycle, motorized go-cart, or any other related forms of transportation devices, except if adequately screened from view or otherwise permitted in writing by the Association. No Occupant of any portion of the Community shall repair or restore any vehicle of any kind upon or within the Community except: (a) within enclosed garages or workshops, or (b)

for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. No vehicle may be parked, in whole or in part, on any unpaved surface in the Community.

The Association shall have the authority, but not the obligation, to have any vehicle that violates this rule removed from the Community, without compensation or notice to anyone except as may be required by applicable law, and to levy fines for non-compliance in accordance with law or the Applicable Declaration.

All private golf carts brought into the Community shall at all times comply with the Private Golf Cart Rules attached hereto as **Exhibit "A"** and incorporated herein by this reference.

11. **Maintenance and Alterations**. Except to the extent to be performed by the Association, each Occupant shall keep and maintain the interior and exterior of his or her Residential Unit in good, presentable, clean and sanitary condition and repair, including but not limited to the fixtures in the Dwelling or Home, the Lot in which the Dwelling or Home is located and the lawn and landscaping on that Lot. No alteration or modification of the exterior or structural components of any Residential Unit, of the landscaping or lawn irrigation (sprinkler) system on any Lot, nor any exterior painting of doors, driveways, or exterior areas of any Dwelling, Home or Lot, nor the installation, alteration or painting of any fence or wall, may occur or be made without the specific advance written approval of the Association or its designee. In considering any request for approval of a proposed alteration or modification, the Association or its designee will take into account the easement rights of others in the access, ingress, egress, utility, drainage and other easements within the affected Lot or Common Areas of the Community. It is the Occupant's obligation to make application to the Association at its designated offices for any proposed alteration or modification prior to commencement of the work. If an Owner encloses any exterior area of the Dwelling or Home with a screen or other enclosure, or if the Owner encloses any portion of the Lot or Parcel with a fence or other enclosure, the enclosed area shall be considered thereafter as an interior portion of the Dwelling or Home that shall be the obligation of the Owner to maintain, repair and replace, at the Owner's sole cost and expense. The provisions of this rule are supplemented by the Community Standards attached hereto as **Exhibit "B"** and incorporated herein by this reference.

12. **Single Family Residential Use**. Each Residential Unit shall be used for the purpose of single family residence only, and for no other purpose whatsoever. [The use of a portion of a Residential Unit as an office or other home business by an Owner or other Occupant will not violate this rule if: \(a\) such use is lawful; \(b\) such use does not create unreasonable customer, client or employee traffic, as determined by the Board; and \(c\) Rule 13 below is not violated at any time in connection with such use. Lease or rental of a Residential Unit for residential purposes shall also not be considered a violation of this rule if the minimum term, prior approval and other requirements of Rule 7 are satisfied.](#)

13. **Signs**. Each Residential Unit may identify its Occupants by a name plate of a type and size approved by the Association or its designee and mounted in a place and manner so approved. No signs, advertising, or notices of any kind or type whatsoever, including but not limited to "Garage Sale", "Yard Sale", "For Rent" or "For Sale" signs as to any Residential Unit,

vehicle or personal property, shall be permitted, posted or displayed in a manner so as to be visible from the exterior of any Dwelling or Home, on any Lot or parcel, or elsewhere in the Community without the prior written approval of the Association.

14. **Loading and Unloading.** No loading or unloading of trucks, trailers, drop storage containers, construction debris containers, dumpsters, vans or similar vehicles or containers shall be permitted the Community during non-daylight hours or on Sundays or legal holidays without the prior written consent of the Association. Anyone requesting such consent shall be required to apply to the Association, in writing, not less than forty eight (48) hours prior to the date on which the loading or unloading is to occur. The application for consent must contain a statement showing reasonable cause for the consent to be granted and must also contain the names, residence addresses and driver's license numbers of all persons who will enter the Community for the purpose of loading or unloading any vehicle or container. Any person loading or unloading any vehicle or container in violation of this rule shall be considered to be trespassing in the Community.

15. **Owner Audio and Video Recording at Association Meetings.** Any Owner may make audio and/or video recordings of meetings of the Board of Directors, committee meetings, or Owner meetings, subject to the following restrictions:

(a) **Distractions Prohibited.** 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.

(b) **Placement of Equipment.** Audio and video equipment shall be assembled and placed in position not less than sixty (60) minutes in advance of the commencement of the meeting.

(c) **Stationary Equipment.** Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

(d) **Notice of Recording.** Advance written notice shall be given to the Board of Directors no less than twenty four (24) hours prior to the Board meeting by any Owner desiring to utilize any audio or video equipment at the meeting.

16. **Owner Inspection of the Official Association Records.**

(a) **Inspection Requests.** All requests for inspection of the official records of the Association shall be in writing.

(b) **Notice of Inspection Request.** All requests for inspection of the records shall be delivered to the Association by personal delivery or by certified mail to the Association at 8447 SW 99th Street Road, Ocala, Florida 34481 or such other address or addresses as may be designated from time to time by written notice from the Association to the Owners.

(c) **Date and Time of Inspection.** The inspection shall occur at the abovementioned location at a date and time acceptable to the Association, but, unless a later date is requested or agreed to by the Owner, not later than the tenth (10th) business day after the

receipt by the Board or its designee of the written request for inspection. The Owner may suggest alternative dates and times for the requested inspection for consideration by the Association.

(d) **Records to be Inspected.** Each written request shall specifically outline the records which the Owner or the Owner's authorized representative requests to inspect.

(e) **Owner Information.** Each written request shall contain the name of the Owner who is making the request for inspection, the address of that Owner's Residential Unit, and a telephone number where the person who is making the request may be reached during normal business hours. If a written request is made by an authorized representative (i.e., attorney, C.P.A., etc.), the request shall contain all of the above, plus the identity of the authorized representative. This will enable a representative of the Board of Directors to confirm the appointment for inspection of the records.

(f) **Hours of Inspection.** Appointments for inspection of the records of the Association must be made between the hours of 10:00 a.m. and 4:00 p.m., Monday through Friday, except when these days fall on a legal holiday.

(g) **Limitations.** Inspection of the official records of the Association shall be limited to no more than the equivalent of one 8-hour business day per calendar month for each Residential Unit, as represented by the Owner or the Owner's authorized representative. Additionally, each period of inspection shall be no longer than two (2) hours in length.

(h) **Reproduction Costs.** An Owner may make or obtain copies of the records that are the subject of that Owner's inspection for a charge which is based on the Association's actual costs for reproducing and furnishing the requested records, including but not limited to associated handling expense.

17. **Owner Participation at Owner Meetings.**

(a) **Written Request.** All requests to speak at a meeting of the Owners shall be in writing and shall specify the agenda item or items to be addressed.

(b) **Notice of Participation Request.** All requests to speak at a meeting of the Owners must be received by the Association at 8447 SW 99th Street Road, Ocala, Florida 34481, or such other address or addresses as may be designated from time to time by written notice from the Association to the Owners, not less than the greater of seventy two (72) hours or three (3) business days prior to the applicable Owner meeting.

(c) **Topic of Participation.** Owners shall only be permitted to speak on specific agenda items, as reflected in the posted notice of the meeting of the Owners, and shall be limited to comments, opinions or questions. The Board of Directors will not participate in a debate with any Owner or Owner's representative.

(d) **Limitation on Participation.** An Owner who desires to speak on an agenda item may only address the particular agenda item one time during each meeting.

(e) **Length of Participation.** An Owner who desires to speak on an agenda item or items may speak for a cumulative maximum time of three (3) minutes during each meeting.

(f) **Board Discussion.** After all Owners who filed their written requests with the Association on or before the greater of seventy two (72) hours or three (3) business days prior to the meeting have had an opportunity to speak on the particular agenda item which was contained in the written request, the Board may discuss that item and said discussion shall be without interruption from the floor.

(g) **Recognition by Chairperson.** Participants must be recognized by the Chairperson before being permitted to speak.

(h) **Prohibited Activities.** Shouting, profanity or comments of a slanderous or derogatory nature, or otherwise disrupting the meeting, shall not be permitted. Participants engaging in this type of conduct are subject to any and all available legal remedies.

18. **Owner Participation at Board of Directors and Committee Meetings.**

(a) **Written Request.** All requests of Owners to speak at a Board of Directors or committee meeting shall be in writing and shall specify the agenda item or items to be addressed.

(b) **Notice of Participation Request.** All requests to speak at a Board of Directors or committee meeting shall be received by the Association at 8447 SW 99th Street Road, Ocala, Florida 34481, or such other address or addresses as may be designated from time to time by written notice from the Association to the Owners, not less than the greater of twenty four (24) hours or one (1) business day prior to the Board of Directors or committee meeting.

(c) **Topic of Participation.** Owners shall only be permitted to speak on specific agenda items, as reflected in the posted notice of the Board of Directors or committee meeting, and shall be limited to comments, opinions or questions. The Board of Directors or committee will not participate in a debate with any Owner or Owner's representative.

(d) **Limitation of Participation.** An Owner who desires to speak on an agenda item may only address the particular agenda item one time during each meeting.

(e) **Length of Participation.** An Owner who desires to speak on an agenda item or items may speak for a cumulative maximum time of three (3) minutes during each meeting.

(f) **Board or Committee Discussion.** After all Owners who filed their written requests with the Association on or before the greater of twenty four (24) hours or one (1) business day prior to the meeting have had an opportunity to speak on the particular agenda item which was contained in the written request, the Board or committee may discuss that item and said discussion shall be without interruption from the floor.

(g) **Recognition by Chairperson.** Participants must be recognized by the Chairperson before being permitted to speak.

(h) **Prohibited Activities.** Shouting, profanity or comments of a slanderous or derogatory nature, or otherwise disrupting the meeting, shall not be permitted. Participants engaging in this type of conduct are subject to any and all available legal remedies.

19. **Receiving and Transmitting Devices.** Except to the extent required to be permitted by applicable law, no antenna, satellite dish or other signal receiving or transmitting device may be installed or maintained on the exterior of any Residential Unit or upon any Common Property without the prior written consent of the ARB. This section shall not apply to the installation, maintenance or use on property within the exclusive use or control of the antenna or satellite dish user (where the user has a direct or indirect ownership or leasehold interest in that property) of:

(a) any antenna, satellite dish or other signal receiving device that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter;

(b) any antenna, satellite dish or other signal receiving device that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement;

(c) any antenna, satellite dish or other signal receiving device that is designed to receive television broadcast signals; or

(d) any mast supporting an antenna, satellite dish or other signal receiving device described in (a), (b) or (c) of this section.

The foregoing shall not have the effect of prohibiting or limiting Declarant, the Association, and their respective designated licensees, from installing equipment for mast antenna, security, cable television, satellite receiving facilities, mobile radio, or other similar systems within the Community. No signal transmitting devices shall be permitted within the Community unless contained entirely within the interior of a building or other structure or screened from view in accordance with architectural or landscaping standards adopted by the ARB, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any property within the Community. To the extent permitted by law, the Association may adopt additional rules pertaining to devices described in (a), (b) or (c) of this section if necessary to accomplish safety objectives that are stated in the text of the rule; provided, however, that such rules are applied to the extent practicable in a non-discriminatory manner to other appurtenances, devices, or fixtures that are comparable in size and weight and pose a similar or greater safety risk as such devices so regulated, and further provided that such rules are no more burdensome to affected users than is necessary to achieve such safety objectives.

20. **Clotheslines.** The balconies, porches and terraces shall be used only for the purposes intended and shall not be used for hanging garments or other non-decorative objects, or for cleaning of rugs or other household items. Prior to the erection or installation of any clothesline on any Residential Unit, the Occupant of that Residential Unit shall obtain from the Association written approval of the proposed location of the clothesline in order to permit the Association to minimize the negative aesthetic impact of such clothesline on adjacent properties and streets; provided, however, the Association shall not exercise its approval authority in any manner which has the effect of prohibiting clotheslines on any Residential Unit.

21. **Common Properties.** The common properties shall be used only for the purposes intended as reflected in the applicable Declaration, the By-Laws of the Association, these Rules and Regulations, the leasehold deeds to the Residential Units, applicable subdivision plats, and in any other documents relating to the operation of the Community, or as may be designated by the Association from time to time. No personal property belonging to any Occupant shall be kept or allowed to remain in the Common Properties, either temporarily or permanently.

22. **Easements.** The Occupants shall utilize the easements described, depicted or provided for in the applicable Declaration, leasehold deeds to Residential Units, subdivision plats and other documents relating to the operation of the Community in a manner consistent with the intended use and which does not unreasonably and materially interfere with the use of such easements by other residents or with the Association's maintenance responsibilities as to the Common Properties, Residential Units and Lots. No use, barrier (temporary or permanent), planting or other condition shall be made, erected or permitted to exist within any easement which would have the effect of impairing or interfering with the use of the easement for the intended use by the intended beneficiary of the easement. All ingress and egress easements are intended to include passage by all forms and means of pedestrian and vehicular conveyance, including without limitation walking, bicycles, golf carts and construction and maintenance personnel and vehicles. All ingress and egress easements are for the joint use and benefit of the Declarant and all future owners of fee simple title to and leasehold interests in the lands lying within On Top of the World, the Association, all Occupants, and all police, fire and other emergency personnel and utility service providers. The Declarant and each successor to whom this right may be specifically assigned shall have the right to establish and amend from time to time rules and regulations regarding use of the ingress and egress easements. In addition, all maintenance, utilities, drainage, and parking easements include rights of pedestrian and vehicular ingress and egress over those easement areas in order to permit the designated use.

23. **Hurricane Shutters.** The Board of Directors shall, from time to time, establish hurricane shutter specifications that comply with the applicable building code, and establish permitted colors, styles, materials and installation standards for hurricane shutters. Subject to the provisions herein, the Association shall approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. The Board shall be entitled to amend the Specifications without notice for the purpose of remaining in compliance with all applicable building codes and manufacturer standards without notice to Owners.

Owners or other Occupants not present in their Residential Unit during hurricane season shall arrange to secure their Residential Unit (including outside patios) prior to a storm watch or

warning and the Owner shall be responsible for the Residential Unit after the storm, should damage occur. Owners shall contact the Association with the names of those individuals responsible for their Residential Unit.

Any damage to the building structure or interior of the Residential Unit resulting from either the installation of or the use of storm shutters shall be promptly repaired by the Owner. The Association shall have no obligation with respect to the installation of the shutters, and/or for the repair, replacement and/or upgrade of the shutters.

Specifications:

Type: Track mounted removable panel that fit within the masonry or frame opening and tracks that are permanently anchored into the precast lintel and filled masonry units flanking a window opening; or track mounted rollaway shutters permanently attached to the precast lintel and filled masonry units flanking a window opening. Any other material or storm shutter system shall require specific written approval by the Association.

Material: Galvanized metal, Lexan (clear), powder coated steel or aluminum.

Panel Color: White, clear, or galvanized finish. Color shall be factory applied.

Track Color: White, factory applied.

Attachment: Anchor bolts or other means of attachment shall be non-ferrous or stainless steel and in conformance with shutter manufacturer's specifications. In no case shall anchor strength be less than 2,400 lbs. pull out and 1,500 lbs. shear for concrete lintel or column, and not less than 1,220 lbs. shear when installed in a frame opening.

Shutter system shall be in conformance with the Metro Dade Standards PA202-94, PA201-94 and PA203-94. Installation shall be capable of withstanding sustained wind speeds in excess of 120 mph.

No wall penetration shall be made into hollow concrete block or at any location other than within the masonry or frame opening.

All wall penetrations shall be sealed at the time of installation with urethane caulking compound conforming to (specification) or other caulking compound approved by the Association. Track shall be caulked at all edges contacting masonry or frame opening with white caulking compound conforming to (specification).

Inspection: The Owner shall submit a review and inspection fee as determined by the Board with each application for modification. The initial fee shall be \$35.00.

24. **Approvals and Consents.** Any approval or consent of the Association required to be obtained by these Rules and Regulations may be granted, denied or conditioned, or for cause withdrawn, by the Association in its sole and absolute discretion. In order to be effective, an approval or consent of the Association must be written and signed by at least two (2) officers of the Association.

25. **Enforcement.** The Association shall be entitled to collect from any person or entity that violates these Rules and Regulations any and all expenses incurred by the Association in enforcing these Rules and Regulations and in preventing, correcting or abating any such violation, including but not limited to reasonable attorneys fees and court costs. The Association may also seek the assistance of local law enforcement officials to prevent, correct or abate any violation of these Rules and Regulations or applicable laws, but it shall not be required to do so.

26. **Severability.** If any provision of these Rules and Regulations or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of these Rules and Regulations and the application of such provision to all other persons and circumstances shall not be affected thereby and shall continue in full force and effect.

27. **Exempt Entities and Properties.** Despite anything in these Rules and Regulations to the contrary, these Rules and Regulations do not apply to or bind Declarant, any property owned by Declarant (except Residential Units leased to Owners), any CDD or any property owned by any CDD, or Sidney Colen & Associates, Ltd. or any property owned by Sidney Colen & Associates, Ltd.

28. **Prior Rules Superseded.** These Amended and Restated Rules supersede and replace all prior rules and regulations promulgated by the Association.

MANAGEMENT COMPANY ACKNOWLEDGEMENT

In its capacity as the manager of the Community, the undersigned hereby acknowledges and approves the foregoing Second Amended and Restated Rules and Regulations of On Top Of The World (Central) Owners Association, Inc.

PARKWAY MAINTENANCE & MANAGEMENT, CO.,
a Florida corporation

By: _____

Name: Kenneth D. Colen

Title: President

Date: _____, 200__

(296419357v37 - Revised December 1, 2010 - Includes Amendments ~~Adopted~~ to be Considered for Adoption at the ~~October 21,~~ December 15, 2010 Board Meeting)

Exhibit "A"
to
Second Amended and Restated Rules and Regulations
of
On Top of the World (Central) Owners Association, Inc.

PRIVATE GOLF CART RULES

1. Private golf carts are allowed in the Community only if the owner first obtains a permit from the Association and the golf cart and its use and operation comply with these Rules at all times. Golf cart permits are issued at the Customer Service Department in Friendship Commons. The use and operation of golf carts in the Community are also subject to Marion County Ordinance No. 05-27. Any use of a privately owned golf cart outside the Community is beyond the scope of these Rules and is the exclusive responsibility of the owner.
2. Permission to operate a privately-owned golf cart within the Community is a non-transferable and non-assignable personal privilege and is available only to Occupants of the Community.
3. An identification number and decal will be issued for the cart when the application, release of liability, and proof of liability insurance are received and approved. The identification number and decal shall be placed on the front left side of the golf cart in clear view.
4. Those residents desiring a handicap sticker for the cart will be required to comply with Section 320.0848, *Florida Statutes*. You may refer to the following website for more information: <http://www.flhsmv.gov/dmv/forms/BTR/83039.pdf> or drop by the Customer Service Department for a copy of the information.
5. Golf carts may be operated from sunset to sunrise if equipped with, at a minimum, headlights, brake lights, turn signals, and a windshield. Otherwise, carts may only be operated from sunrise to sunset.
6. All privately owned golf carts must be in good working condition; include a rearview mirror and a reflector warning device in both the front and rear of the golf cart, in addition to any other safety equipment required by the Association or the Marion County ordinance.
7. Within the Community, all carts must stay on the designated cart paths, roadways where existing, and other areas designated for golf carts. Golf carts shall not be driven in private yards, between villas (unless operated in ingress and egress areas) or homes, on sidewalks, and on any golf course unless playing golf. When not in use, golf carts shall be parked in designated parking areas and not on grass or sidewalks. Golf carts may not be operated on any county maintained roadway including SR 200, SW 80th Avenue and may only cross

SW 80th Street and other county maintained roadways at county-approved crossing points.

8. Golf carts must be stored on owner's property. Overnight parking in yards or on the street is prohibited.
9. Occupants with privately owned golf carts are required to ensure that their private golf carts are restricted to drivers who will operate the cart in a safe, prudent manner and in accordance with all governmental regulations. Each operator of a golf cart must be at least fifteen (15) years of age and be eligible to obtain a valid automobile driver's license.
10. Cart operators must obey all traffic signs and all driver rules outlined in the Florida Drivers Handbook. Please be courteous to pedestrians.
11. Operation of a golf cart is at the risk of the operator. Cart operators shall be held fully responsible for any and all damages that are caused by the use or misuse of the golf cart by the Occupant or their guests, and the Occupant or guest shall reimburse On Top of the World Communities, Inc., its affiliates, and the Association for any and all damages the Community may sustain by reason of use or misuse. As a condition to the issuance of a permit to operate a private golf cart in the Community, the owner of the golf cart will be required to sign a release of liability in form required by the Association.
12. Residents are responsible to provide proof annually that the operation of the golf cart is covered by a resident-owned liability insurance policy with policy limits in such amounts as may be acceptable to the Association (currently, \$100,000/\$300,000).
13. None of the Association, On Top of the World Communities, Inc., Parkway Maintenance & Management, Co., Sidney Colen & Associates, Ltd., Palm Acre Realty, Inc. or any of their respective directors, officers, members, partners, employees, agents or representatives shall be responsible or liable in any way to anyone in connection with the existence, operation or use in the Community of any privately owned golf cart. None of the publication or enforcement of these Rules or any inspection or permitting of any golf cart for operation and use in the Community shall be deemed or construed to create any warranty, representation or certification that the golf cart is free of any defect, that it is safe or suitable for operation or use in the Community or that it complies with any applicable law or code.
14. In addition to any other remedies the Association may have, including, but not limited to, the imposition of fines, any violation of these rules and regulations may result in the revocation of privately owned golf cart privileges.

Exhibit “B”
to
Second Amended and Restated Rules and Regulations
of
On Top of the World (Central) Owners Association, Inc.

COMMUNITY STANDARDS

[Please see attached]

COMMUNITY STANDARDS

For latest Updates, please visit www.OTOWinfo.com

ON TOP OF THE WORLD (CENTRAL) OWNERS ASSOCIATION, INC.

ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA

~~October 2009~~
DECEMBER 2010

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ON TOP OF THE WORLD (CENTRAL) OWNERS ASSOCIATION, INC. PLANNING CRITERIA

It is the intent of these Planning Criteria (these “Criteria”) to help assure that the area (the “Community”) administered by On Top of the World (Central) Owners Association, Inc. (the “Association”) will be a Community of quality homes and buildings with tasteful and aesthetically pleasing architectural designs that are harmonious with surrounding structures and topography. These Criteria promote the use of long-lasting materials, high construction standards, and high quality landscaping and other site improvements.

Pursuant to the Declarations of Covenants, Restrictions, Easements, Charges and Liens applicable to the Community, the Board of Directors of the Association serves as an Architectural Review Board (herein sometimes called the “Architectural Review Board,” the “Board” or the “ARB”) whose function is to review and approve or disapprove plans for any proposed construction or alteration of any improvements within the Community. The Declarations have granted the ARB broad discretionary powers regarding design, construction and development, including architectural style, colors, textures, materials, landscaping, overall impact on surrounding property, and other aesthetic matters. These Criteria set forth the standards adopted by the Board to promote improvements that are aesthetically compatible with each other; to encourage simple elegance in architectural character; and to ensure that improvements are designed and constructed in a manner that reflects the quality and permanence of a premiere residential community.

These Criteria provide guidelines for builders and homeowners for new construction and for additions or modifications to any existing exterior improvements or landscaping. These Criteria do not include all building, use and other restrictions associated with the Community. Accordingly, builders and homeowners should familiarize themselves with the provisions of all of the governing documents of both the Association and the Master Association, as well as applicable laws and building codes. The inclusion of any requirement in these Criteria shall not preclude the ARB’s right to disapprove any proposed matter for any reason, and any prior approval by the ARB shall have no precedential value or effect. The ARB reserves the right to make exceptions and grant variances. These Criteria do not apply to the Developer or its designated successors or assigns. All terms used in these Criteria that are defined in the Declarations shall have the meanings provided by the Declarations.

Review by the ARB does not constitute approval. No work shall begin before the written approval has been received from the ARB. Approval by the ARB does not constitute approval by any public permitting agency, nor does it ensure that the proposed improvements will comply with any other applicable codes or standards or that the improvements constructed in accordance with the approved plans will be safe or suitable for the intended use. Marion County requires building permits for homebuilding and structural modifications, which will necessitate compliance with local and state building codes. In addition, before digging, Florida law requires all homeowners and/or contractors contact Sunshine State One Call at 1-800-432-4770.

Appeal Process

In the event an Application for Modification for building or landscape is denied, the following appeal process shall be followed:

1. Written letter addressed to the Architectural Review Board of the Association requesting a review of the original denial.
 - a. Appeal letter shall state reasons why applicant believes that the request is within the guidelines of the Association's Community Standards.
 - b. Appeal letter shall provide all necessary information which applies to the Application for Modification request, including a copy of the original request form.
2. Appeal letter shall be delivered or mailed to On Top of the World Communities, Inc. Customer Service office located at: 9850 SW 84th Court, Suite 200, Ocala, FL 34481
3. ARB has 30 days from date of letter to respond to appeal.

SITE IMPROVEMENT STANDARDS

Site Placement

All buildings and other improvements shall be placed as approved by the ARB. The existing topography and landscape shall be disturbed as little as possible, such that the maximum number of desirable trees and other natural features will be preserved and that there shall be no disruption of site drainage on adjoining lots or parcels. The ARB will review the proposed location of all improvements on the site prior to lot clearing. (All improvements must be shown on the Site Plan with measurements drawn to scale.)

Setbacks

'Setback Line' is defined in the Planned Unit Development ("PUD") for On Top of the World (Central). The minimum setbacks for On Top of the World (Central) Owners Association shall be as follows:

- Front Yard – twenty feet (20') from the front property line.
- Rear Yard – twenty feet (20') from the rear property line; ten feet (10') for swimming pools, screened enclosures, "get wet" pools, hot tubs, patios and porches.
- Side Yard – five feet (5') from the side property line; twenty feet (20') abutting any side street.

All setbacks will be measured from the adjacent property line to the nearest point of the dwelling unit. If an easement exists adjacent to the side property line, the setback shall be 2.5 feet from the outer easement line but not less than the side yard setbacks previously defined.

All setbacks must adhere to On Top of the World PUD and any variances approved by Marion County must also be approved by the ARB prior to commencing any work.

Drainage, Grading, Finished Floor Elevation

Lots have been graded consistent with the approved Site Development Plan. Special attention shall be given to proper site drainage so that site runoff will not interfere with surrounding homesites and natural drainage flows. Paved areas shall be designed to allow site runoff to drain naturally and not to allow water to collect or stand.

Site plans shall show physical improvements or elements of the landscape or terrain, which control or determine the location or flow of site runoff and drainage patterns. No improvements shall be made without prior approval of the ARB.

Driveways/Walkways

Parking spaces, garages, curb cuts and the driveway to a garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography, streetscape and compatibility with surrounding improvements. NO driveway shall connect to any internal collector road unless allowed under the Master Site Plan.

All homesites shall have a driveway of stable and permanent construction of at least twelve feet (12') in width. Unless prior approval is obtained from the ARB, all driveways must be constructed of brick, concrete, stone, or similar material. When curbs are required to be broken for driveway entrances, the curb shall be repaired in an orderly fashion in such a way that is acceptable to ARB.

Street Front Improvements

All landscaping and irrigation shall conform to the [Landscape & Irrigation Standards](#). The builder or owner shall install and maintain landscaping and irrigation within the portion of the road right-of-way between the homesite and the edge of pavement. This area of landscaping shall be defined by extending the side lot lines to the street. The ARB shall review the landscape and site plan to check that street tree spacing and landscaping is consistent with neighboring homesites and they are within the street right-of-way. Please see Landscaping and Open Spaces Standards for more information.

Sod replacement shall match the pre-existing sod material unless otherwise approved by the ARB. The sodded area of the homesite shall be provided with an automatic underground irrigation system.

Upon development of the homesite, the builder or homeowner shall be responsible for maintaining the sod and landscaping in an acceptable manner to the edge of pavement, including planting and irrigation within the road right-of-way.

Balconies, Porches, Terraces

All balconies, porches and terraces shall be used only for the purposes intended and shall not be used for hanging garments or other non-decorative objects, or for cleaning of rugs or other household items, nor for general storage purposes.

Games, Play Structures, Outdoor Cooking Appliances, Portable Furniture

All basketball backboards and any other fixed games and play structures are subject to approval by the ARB and shall be located at the side or rear of the building not visible from the street. All outdoor cooking appliances, such as grills, smokers, fire pits and chimeneas, to name a few, as well as portable outdoor furniture, while not in use needs to be stored out of view of the street.

Swimming Pools

Any swimming pool to be constructed upon any homesite will be subject to review of the ARB. The design submittal must include all design components including materials, finishes and colors for the pool, pool deck, fence, screen enclosure, additional landscape or any other requested element. All pools must be enclosed by a screened enclosure. Additional privacy fencing may be approved to surround/border the screened enclosure. Above ground pools are prohibited. No changes to final grade that will impede the drainage to property or adjacent properties will be allowed.

Lighting

All exterior lighting shall be consistent with the character established and shall be limited to the minimum necessary for safety, identification and decoration. Please refer to the [Site Lighting Standards](#). Exterior lighting of buildings shall be limited to concealed fixtures with bulbs not visible off the building homesite. No floodlights will be permitted in On Top of the World (Central). No lighting of outdoor recreational facilities is permitted other than swimming pools, unless site conditions warrant and are subject to the review of special consideration by the ARB.

Fences and Walls

In general, fences or walls are not encouraged within On Top of the World (Central). All walls, if permitted, shall be of the same material and design as the adjacent building. Where a fence or wall is deemed to be unnecessary or unsightly and detracting from the visual value of common areas, a landscape screen in lieu of a fence or wall shall be required. No fence or wall over four feet (4') in height, measured from the natural grade, shall be permitted except in special conditions as approved by the ARB. All fences, if approved by the ARB, shall be comprised of green chain link or white vinyl material. Fences shall not extend beyond the side borders of the home, so as to be hidden from the street. All fences shall remain at least fifteen feet (15') from the back property line, unless due to special conditions granted by the ARB, and shall be hidden from view by approved plants that equal or exceed the height of the fence. Please refer to the **Approved Plant Palette**. Hedges, berms, or other landscape alternatives are preferred. Fences should not enclose or define property lines of individual homes.

Absolutely no fencing of any type shall be permitted on golf course lots, other than boundary marker fencing installed as original component on the lot.

The ARB has the right to deny fence and/or wall applications that detract or impair the view of other homesites that sit on premium lots; such as golf course, preserves, drainage retention areas ("DRAs"), etc.

Mail Boxes

No mailboxes or stands shall be installed on the exterior of a home or installed on the lot.

Lawn Furnishings

Birdbaths, [bird houses](#), [bird feeders](#), frog ponds, lawn sculptures, [plant pots](#), artificial plants, birdhouses, [rocks](#), rock gardens, ~~or similar signs~~, and other types of ~~accessories and~~ lawn furnishings, [ornaments and accessories](#) on any ~~homesite~~ [home site](#) require [prior](#) approval of the ARB. Designs and styles shall be aesthetically pleasing and ~~either~~ [shall](#) recognizably complement, or acceptably contrast with ~~its~~, [the](#) immediate surroundings. All lawn furnishings, [ornaments and accessories](#) shall be secured ~~or~~ removed [as necessary](#) when threats of severe weather are forecasted. [Lawn furnishings, ornaments and accessories that have been approved by the ARB may be installed only in conformity with the following criteria:](#)

- a. Only one (1) large item over eighteen inches (18") in height and two (2) small items under eighteen inches (18") in height are permitted to be installed on any one home site (oversized statutes are not one-size-fits-all and may be disapproved).
- b. Each bird house, bird bath, bird feeder and large rock counts as one (1) large item (with the exception that rocks included in the original landscape shall be exempt).
- c. Front yards and back yards fall under the same standards. Applications for approvals to place lawn furnishings, ornaments and accessories within side yards will be considered on a case-by-case basis.
- d. One (1) decorative flower or plant pot with plants from the Approved Plant Palette or other approved plants may be approved within landscape beds. Additional flower or plant pots may be approved if buried within the landscape beds. Flower and plant pots are not allowed on walkways or driveways and may not be attached to the exteriors of any dwelling units.
- e. One (1) hanging plant, attached to tree, in an approved manner that does not result in damage to the tree may be permitted.
- f. No lawn furnishings, ornaments or accessories may be placed in any common area.
- g. Outdoor furniture properly sized and in proportion for the location may be approved.

Flag(s)/~~Flagpole~~

~~There may be displayed in a respectful manner on each lot or dwelling one (1) portable, removable United States flag or official flag of the State of Florida, and one (1) portable, removable official flag, not larger than 4⁺₂ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag.~~

~~A freestanding flagpole, no more than twenty feet (20') high, No flag may be erected~~displayed on any lot ~~as long as the flagpole does not obstruct any sightline at any intersection and is not erected within or upon an easement.~~ ~~There may be displayed in a respectful manner from that flagpole one (1) or dwelling except as follows:~~

- a. One (1) portable, removable official United States flag, not larger than 4⁺_{4-1/2} feet by 6 feet, and ~~there may also be displayed from that flagpole~~additionally one (1) portable, removable official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag, ~~which latter said flag must be equal in size to,~~may be displayed at any time.
- b. With ARB approval, one (1) seasonal flag may be displayed during the applicable season only.
- c. With ARB approval, one (1) sports flag may be displayed on game day only.
- d. Flags must be displayed either on a flagpole that meets the requirements set forth below or is otherwise acceptable to the ARB, or on a mounting bracket and flag staff or mast affixed to the dwelling which have been approved by the ARB as to specifications and location.
- e. Any flag displayed together with the United States flag shall not be larger in size or ~~smaller~~displayed higher than, ~~the United States flag. The homeowner is required to call~~ the United States flag.
- f. All flags shall be displayed in a respectful and tasteful manner.
- g. No other flags may be displayed without ARB approval.

Flagpole

With ARB approval, one (1) freestanding flagpole may be erected on each lot for the display of permitted flags. Each flagpole shall meet the following criteria:

- a. flagpole shall be metal;
- b. flagpole shall be **no more than twenty feet (20')** high;
- c. flagpole shall be straight and vertical;
- d. flagpole shall **not obstruct any sightline at any intersection;**
- e. flagpole shall not be erected within or upon any easement;
- f. flagpole must be able to withstand wind speeds of at least one hundred ten miles per hour (110 mph); and
- g. the Owner shall have called Sunshine State One Call (1-800-432-4770) ~~for~~ and had them mark the locations of all ~~locates~~ utility lines prior to ~~the~~ installation of ~~any~~ the flagpole.

Exterior Wall Art

Exterior Wall Art must be approved by the ARB prior to installation. Generally, Exterior Wall Art is only permitted inside foyer areas of the front entrance and areas not visible from the street.

GENERAL BUILDING CONSTRUCTION STANDARDS

On Top of the World (Central) Owners Association, Inc. shall be developed with a variety of Architectural Styles; the architect should be sensitive of existing structures and the adjacent environment. Designs shall recognizably complement or acceptably contrast with its immediate surroundings. Restraint and Durability in design and material selection shall form the basis for acceptance by the ARB.

Minimum Building Size

All dwelling units within On Top of the World (Central) Owners Association, Inc. shall have one-story designs with a minimum of 1,100 SF of air-conditioned space.

Exterior Materials

Finish colors shall be applied consistently to all sides of the exterior of buildings. Recommended materials shall be stucco or similar cementitious products of neutral colors such as whites to beige and light grays. Brick and stone may be used as accents. Simulated brick or stone shall be permitted.

Finish materials shall be applied consistently to all sides of the exteriors of the buildings. Recommended materials shall be stucco and stone or similar simulated products. Wood and brick shall be allowed in limited areas only. Metal or vinyl siding is prohibited. Sample materials may be requested by the ARB for review.

Exterior materials are expected to be durable and capable of maintaining acceptable appearance for the conditions that exist at On Top of the World (Central) Owners Association, Inc. All materials proposed for exterior use shall be approved by the ARB prior to construction.

Fenestration, Enclosures, Exterior Trim and Decoration

Exterior window and door trim and similar decorations shall be of same, complementing or contrasting color and material. Compatibility shall be considered by the ARB in accepting proposed trim and decoration. The preferred material for trim and decorations are synthetic

materials capable of maintaining original appearance for its exposure. All material proposed for exterior trim and decoration shall be approved prior to construction.

Gutters and down spouts shall be compatible with surrounding wall surfaces. Aluminum and pre-finished vinyl are preferred materials for gutters and down spouts. Application for Modification for gutters must indicate the location of the downspouts. Drainage from gutters shall not affect adjacent lots or homes.

Windows and doors shall be glazed with missile resistant laminated glass. Shutter systems shall require prior approval and shall be concealed from view when not in use or as approved by the ARB. Please refer to [Storm Shutter Rule](#). The Storm/Hurricane Shutter Systems and list of [Approved Shutters/Contractors](#) may be obtained from Customer Service located at Friendship Commons or viewed at www.otowinfo.com. Aluminum awnings and jalousie-type windows are prohibited. Use of reflective glass shall be limited. Garage door openings shall be designated with proper door units; screened garage door units will be permitted.

Absolutely no screened enclosures shall be allowed on the fronts of homes. Screen enclosures shall meet Florida Building Code and comply with Marion County regulations for permitting and site setbacks. All sections of screen enclosures shall be constructed of screening material. Metal roofs are prohibited on any enclosures.

No enclosures or alterations of any kind, which in any way change the appearance of fronts of homes, will be allowed.

Exterior Colors

The color palette for On Top of the World (Central) Owners Association, Inc. shall be subdued earth tones and pastels. All exterior colors shall be selected from the [Approved Paint Palette List](#) available at the Customer Service Department, ~~or viewed at www.otowinfo.com~~. Any changes in the exterior colors made in future re-paintings shall be regarded as a “minor alteration or addition,” subject to approval by the ARB. Samples and/or color chips of all exterior colors are required with final submittal. Paints shall resist chalking and fading for a 10-year cycle. The ARB may require repainting of materials that fail to maintain acceptable appearance. All additional costs associated with a color change, including at the time of Association scheduled repainting, will be paid by the applicant/owner.

Building Heights

Heights of buildings shall be compatible with adjacent buildings. The maximum height shall be 22 feet from outer edge of roadway curbing unless a variance is granted by the ARB.

Roofs

Flat roofs shall not be permitted on the main portion of the structure provided; however, the ARB shall have discretion to approve such roofs on the main body of a building if typical to that type of design. No built-up roofs shall be permitted, except on approved flat surfaces. The composition of all pitched roofs is high quality architectural grade shingles or cement tiles approved by the ARB. Please refer to the **House color Palettes/Shingle Colors**, available at the Customer Service Department ~~or they may be viewed at www.otowinfo.com~~. Homeowners of multi-family buildings need to be in agreement on the same shingle color.

No metal roof extensions shall be allowed on the fronts of homes.

Chimneys

Any exposed portion of a chimney outside of the building shall be constructed solely of brick, stone or stucco. If the fireplace is a metal (self-insulated) type with a metal spark arrester at the top of the chimney, this arrester must have a cowl or surround of a material approved in advance in writing by the ARB and be a color approved by the ARB.

Garages

All residential dwellings shall include a garage adequate to house at least two (2) large size American automobiles. Floor space allocation for each automobile shall not be less than eleven feet (11') in width and twenty feet (20') in length. No garage shall be less than 450 SF of total floor space for automobiles, not including space required for hot water heaters, and HVAC equipment or other equipment and appliances commonly located in garages.

All garages shall be constructed of the same exterior materials and colors as the main structure. All garage doors (except service doors) shall be a minimum width of nine feet (9') for each automobile and operated by automatic door openers. Wherever possible, garage doors or service doors shall be located so they do not face the street. Garage doors should always be located where they are least visible to persons approaching the residence. When garage doors face the side homesite line, screening from view by landscaping is required. Garage doors shall be constructed of a material that is similar in appearance to the exterior materials of the buildings, and the color of the garage doors shall be compatible with the color of other exterior finishes of the building. Garage doors, automatic door openers and service doors shall be maintained in a useful working condition and shall be kept closed when not in use.

No garage shall be converted to other usage without the substitution of another garage. Carports shall not be permitted.

Water Conserving Bathroom Fixtures

Water closets shall be water conserving (low volume) models and all faucets and showers shall have flow restrictors.

Appurtenances

All exterior mechanical equipment, including but not limited to, transformers, vents, air conditioning compressors, pool pumps, meters, etc., shall be concealed from view by walls of same material and color as the building or by an opaque landscaping screen. Window air conditioner units are prohibited.

Roof-Mounted Solar Panels

Roof or Wall Attachments or Penetrations

~~The use and placement of roof-mounted solar panels shall require approval by the ARB~~ ARB approval must be obtained for the installation or placement of any solar panel, solar tube, solar fan, skylight, weathervane or other roof or wall attachment or penetration. Improvement of a home~~dwelling~~ by installing ~~Photovoltaic System (Solar Panels)~~ photovoltaic devices (e.g., solar panels) is generally encouraged. ~~To~~ However, in order to protect the ~~community~~ Community and ~~homeowners~~ its Occupants from unsafe or unsightly installations, the ARB requires that detailed specifications be submitted along with the Building Application for Approval of Request for Modification ~~Application~~. These specifications include, but are not necessarily limited to:

- ~~1. a.~~ Detailed Plans and Specifications plans, engineering and specifications for installation, including the location, ~~number of solar panels to be attached.~~ ~~The ARB requires that a~~

~~“fast jack” type system be used to brace and hold the solar panels on to the roof.~~ type and composition of the systems or devices to be attached.

- ~~2. Location of solar product installation.~~ b. The ARB prefers that installation of panels and other solar products be installed out of view of roof and wall attachments and penetrations not be visible from the street. The ARB reserves the right to restrict the location of any installation within the limits of Florida Law applicable law.
- ~~3. c.~~ The ARB requires that a product brochure for roof or wall mounting equipment and all solar components be provided at the time of the Building Modification Application with the Application for Approval of Request for Modification.
- d. All roof and wall attachments and penetrations must be able to withstand wind speeds of not less than one hundred ten miles per hour (110 mph).

The ~~homeowner~~ Owner is responsible for ensuring that all county permits have been obtained by the ~~solar~~ contractor. The Owner shall cause each approved roof or wall attachment or penetration to be inspected at least once each year and to be continuously maintained, repaired, repainted and otherwise cared for so as to ensure that the attachment or penetration and any mounting materials remain intact and in good condition and that they do not become weather-beaten or unsightly.

Accessory Uses

Accessory uses are defined as any use incidental and subordinate to the principal use of the structure and located on the same lot. Accessory uses may include screened enclosures, porch extensions, garden buildings, generator and cover assembly, water softener, or any structure not built as an original component of the home. Accessory uses shall require the prior approval of the ARB. All generators, if approved, shall not exceed 65 decibels between the hours of 7:00 a.m. – 10:00 p.m., and shall not exceed 55 decibels between the hours of 10:00 p.m. – 7:00 a.m. as measured from the property line (subject to Marion County ordinances). Additionally, all generators must be hidden from plain view. All water softeners, if approved, are to be hidden from plain view by approved plantings, and are prohibited from discharging into the Community’s sewer system.

Antennas

The use and placement of the antennas, aerials and similar equipment, including satellite dishes and antennas are to be placed, screened or landscaped so as to be hidden from view as long as such landscaping or placement does not affect the quality of reception or unreasonably increase the cost of obtaining the antenna. Nor shall such antenna or satellite dish be placed in any position where it can create a safety hazard or potential nuisance. Installation standards are attached. Satellite dishes and antennas shall be installed to withstand a 110 mph force wind. FCC rules are constantly changing; therefore, the ARB shall review the then-current FCC rulings at time of application. Please refer to [Mandatory Minimum Standards for Installation of a DBS Device or Antenna](#)

Hurricane Shutters

Hurricane shutters, supporters and hardware are subject to review and approval of the ARB. Any supports or hardware that remains as a permanent element shall be finished to match the adjacent architectural element (i.e.: stucco, window frame, trim band, etc.). Hurricane shutters are to be closed no earlier than the official hurricane watch, and are to be taken down (or opened) 48 hours after the official watch has been lifted. At all other times, hurricane shutters shall not be in use. Please refer to the Storm Shutter Rule.

Insurance

All contractors performing modifications to a homesite structure must provide proof of an acceptable amount of general liability and automobile insurance before Application for Modification will be reviewed by the ARB.

LANDSCAPING AND OPEN SPACES STANDARDS

General

Any homesite, which has been altered from its natural state, shall be landscaped according to plans approved by the ARB. Any owner-installed landscape is the owner's responsibility to maintain. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping as approved by the ARB shall be complete at the time of submittal of the Builder's Construction Completion transmittal to the ARB. Homeowner shall be responsible for calling in any and all utility locates at Sunshine State One Call: 1-800-432-4770.

Landscaping Plan

A landscaping plan for each homesite must be designed, submitted (along with the homesite plan) and approved by the ARB. The landscape plan must provide accurate documentation of home owner(s) intent, what the home owner will be removing and planting, for ARB review. Existing trees intended for removal should be shown and may not be removed without the prior approval of the ARB. The landscape plan shall indicate all plant types by Botanical and common names, sizes, height, spread, caliper, quantity and plant spacing. The landscape plan shall also provide a scale of measure to assist the ARB in its evaluation. The ground surfaces of all lots except that occupied by hardscape or structure shall be covered with a combination of landscaping, i.e., sodded grass lawn, planted ground cover and approved mulch material. The sodded grass lawn shall be no greater than 50% of the total pervious ground surface unless otherwise approved by the ARB.

The objective of the landscaping plan shall be to provide landscaping around each home, which is consistent with the high standards of the On Top of the World (Central) Owners Association, Inc. In order to complete a landscaping plan, you will need to locate your site plan. Please refer to the **Typical Site Plan**, attached for your reference.

Trees

In order that the natural beauty of the homesite may be preserved, no living tree having a diameter of 2 ½ inches or more, as measured four feet (4') at diameter breast height (DBH) from the natural grade, shall be destroyed or removed from the property unless approved by the ARB in connection with its approval of the plans and specifications for the construction of improvements on the property. The builder shall take special care during construction not to injure or destroy trees or tree root systems including use of protective barriers to keep equipment away from trees. Each home shall have at least one (1) street tree not less than 2-2 ½" of caliper as measured by Florida grades and standards, one foot (1') from grade. Only trees appearing on the approved list maintained by the ARB shall be approved for installation. Please refer to the [Approved Plant Palette](#).

Sod

Not more than 50% of each home site which is not covered with pavement, buildings, shrubs, or groundcover shall be sodded unless otherwise approved by the ARB. Use of mulch materials and ground cover species is strongly encouraged. All sod, ground covers and landscaped areas shall

be provided with an automatic underground irrigation system. Sod may be removed and replaced with an approved sod or ground cover or with weed mat and three (3) inches or more of gravel as long as 50% of the pervious surface (green space) remains in sod or landscape bed. Please refer to the [Approved Plant Palette](#) for approved grasses.

Mulch

All planting areas within each homesite shall be covered and maintained with three (3) inches or more of pine needles, pine bark, cypress, gravel, or other suitable mulch. If sod is removed and replaced with gravel, weed mat must be installed and three (3) inches or more of gravel must be maintained in the planting areas and the planting areas must be clearly delineated by color, curbing or other separation approved by the ARB.

Plant Materials

Plant materials shall equal or exceed the standards for Florida No. 1, as given in “Grades and Standards for Nursery Plants” Part I and Part II State of Florida Department of Agriculture, and any amendments thereto. The landscape plan shall include all plant types by botanical and common name, sizes, height, spread, caliper, quantity and plant spacing. All plant materials are subject to the review and approval of the ARB. Use of non-indigenous plants is discouraged. Use of native, drought-tolerant species is strongly encouraged. Please refer to the [Approved Plant Palette](#).

Irrigation

All landscaped areas shall be provided with an automatic underground irrigation system. Irrigation must be provided to the back of the curb of the adjacent street. All homesites must use the irrigation water source(s) as provided for such use, including re-use sources. Homeowner cannot install additional irrigation for additional sod installation.

Fertilizers and Pesticides

Only slow-release fertilizers and pesticides approved by the U. S. Environmental Protection Agency and the Florida Department of Environmental Regulation shall be used and applied in accordance with the label instructions.

FOR LINK TO MCBCC FERTILIZER ORDINANCE 08-35 see below:

<http://www.districtgov.org/images/whatsnew/MCBCC%20Fertilizer%20Ord%2008-35%20FINAL%20SIGNED.pdf>

~~Fees for Minor/Major Reviews~~

FEES FOR MINOR/MAJOR REVIEWS

The intent of the ARB is to promote and assure that all improvements are aesthetically compatible with each other; promote simple elegance in architectural character; and that dwellings are constructed to reflect the quality and permanence of a premiere residential community. In that regard, the ARB is responsible for ensuring certain improvements are done in accordance with the approved Application for Modification.

The following list of improvements will be inspected upon their completion by ARB representatives at the fee listed:

Minor Review Inspections (\$35 fee applies)**

- Hurricane Shutters
- Fences
- Walls
- Chimneys
- Appurtenances: ~~solar panels~~ and Wall or Roof Attachments or Penetrations
- Accessory Uses: screen enclosures, porch extensions, and garden buildings
- Antennas: satellite dishes and antennas
- Landscape Modifications: ~~Changes to original landscape design~~ changes to approved landscape design (Note: No approval or inspection fee is required to install any plant from the Approved Plant Palette in conformity with the previously approved landscape design.)

Major Review Inspections (\$150 fee applies)**

- Swimming Pools (includes screened enclosure)
- Wading Pools
- Permanent structural additions attached to the home, excluding screened lanais and screened enclosures.

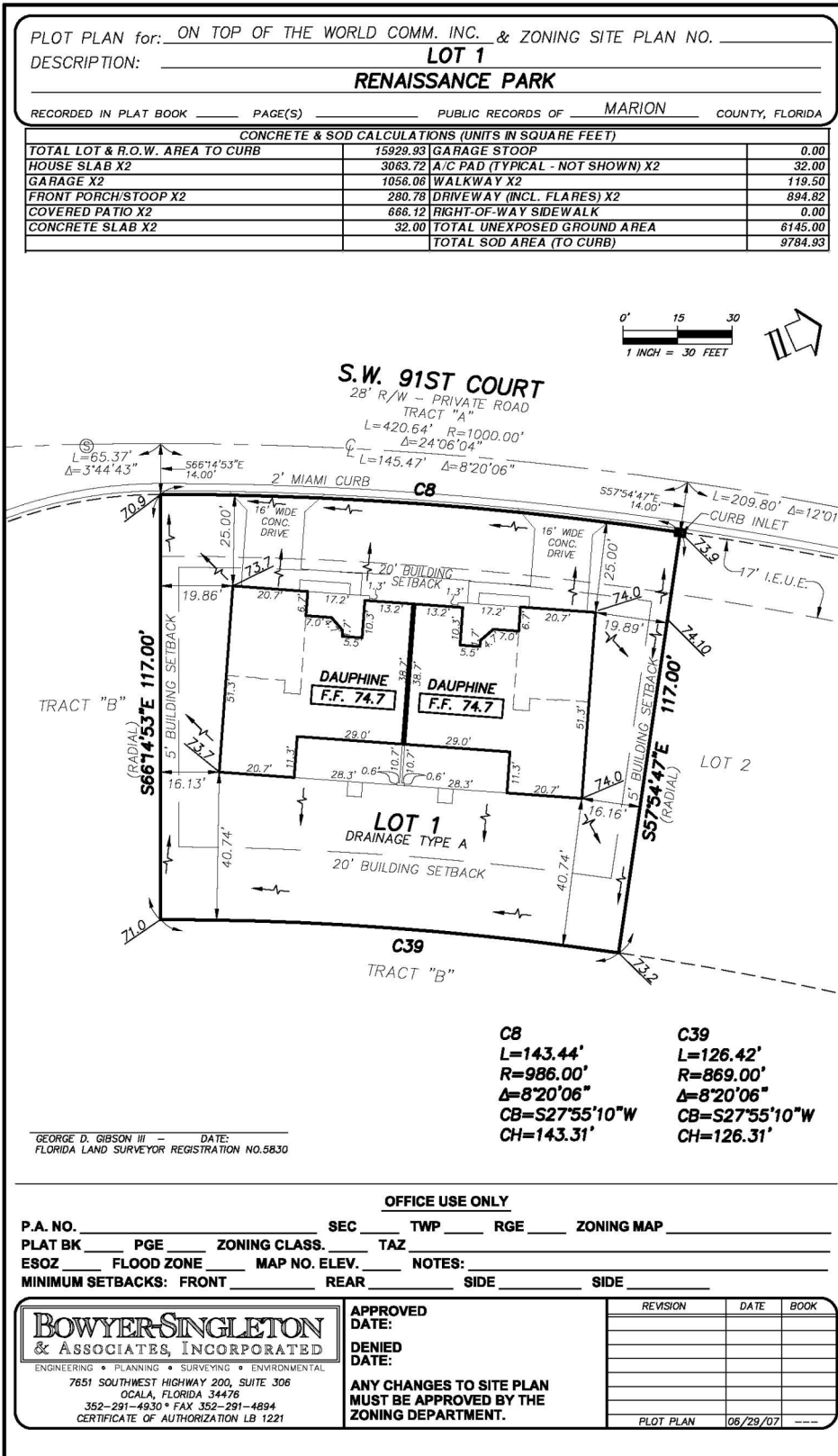
* Fees are subject to change without notice. The ARB reserves the right to include fees for such other modifications as may be required from time to time. Please check with Customer Service for an updated listing.

** Residents are responsible for delivering the inspection fee at the time Application for Modification form is submitted to the Customer Service Center.

Attachments / Exhibits

- ~~Typical Site Plan~~
- ~~Landscape and Irrigation Standards~~
- ~~Approved Plant Palette~~
- ~~Site Lighting Standards~~
- ~~Mandatory Minimum Standards for DBS Device Installation and Antennas~~
- ~~Sample Modification Request Form~~
- ~~Paint Palettes/Roof Shingle Colors (Available at Customer Service or at www.otowinfo.com).~~
- ~~Post Light Specifications (Available at Customer Service or at www.otowinfo.com).~~

Sample – Typical Site Plan



Landscaping and Irrigation Information

On Top of the World Communities, Inc. (“OTOW”) strives to be stewards of the environment around us, therefore we do things a little different. Let us take a minute of your time to explain our reasoning and methods of conservation.

Protecting our water resource is a number one priority. We work with the Florida Yards and Neighborhoods program (“FYN”). This program is sponsored by the Institute of Food and Agricultural Sciences and the Florida Division of Agriculture to promote water-wise landscapes. On Top of the World Communities, Inc. strives to educate our residents in this regard. The following suggestions are from the FYN Handbook:

- Install the right plant in the right Place:
 - Light Conditions – install a plant that can handle direct sunlight, shade or filtered sunlight.
 - Soil Conditions – picking plant material that like to be in moist soil conditions or dry soil conditions.
 - Cold/Heat Hardiness – choosing plant material that can withstand the climatic zone that we live in.
 - Water requirements – installing plant material that can handle the drought situations and flourish with the rainfall we receive and minimal irrigation.
- Water and Irrigation Efficiency:
 - Let the landscape tell you when it needs water
 - Irrigation controller usage – each home is equipped with an Irrigation Controller and Rain Sensor, let them do their job.
 - Watering your lawn - early morning irrigation minimizes evaporation and waste.
- Irrigation Amount: lawns need about one-half to three-quarters of an inch of water at a time. To measure this, use empty Tuna cans and run the zones for 15 minutes to see your water usage.
- **Do not water between the hours of 10:00 a.m. and 4:00 p.m. This is a statewide watering restriction. Please refer to watering restrictions at www.otowinfo.com.**

OTOW strives to be a leader in conservation of water usage. We do this by reducing the amount of surface runoff and evaporation when irrigating our neighborhoods and roadway landscaping. As residents of the community, we ask that you help us by doing your part in conserving this precious natural resource.

(Visit www.marioncountyfl.org/AC631/AG_hort_urbanfyn.htm to learn more about Florida Yards and Neighborhoods and Florida Friendly Landscaping.)

Landscaping installed at homes at On Top of the World Communities, Inc. is designed to be Florida Yards and Neighborhoods friendly. We install a landscape package that is roughly 50% landscape and 50% turf to reduce over-consumption of water. Turf areas are historically known to be the largest water users in the landscape. Plant beds are landscaped with plant material that can handle some water stress. This is especially important during the spring and summer months when water use restrictions really have an effect on the landscape. Also, these landscapes are designed to help the homeowners save money on water usage. When the plants are fully established the homeowners can reduce watering times, resulting in money savings and the conservation of a precious resource.

The following types of irrigation heads are used in residential landscaping. This list also includes suggested run times:

Irrigation Manufacturer	Application	Type of Head	Precipitation Rate	Run Time
<i>Hunter</i>	<i>Turf</i>	<i>PS Series Heads</i>	<i>1.4" - 1.7" per hour</i>	<i>10-20 min</i>
<i>Hunter</i>	<i>Turf</i>	<i>SRS Series Heads</i>	<i>1.5" per hour</i>	<i>10-20 min</i>
<i>Hunter</i>	<i>Turf</i>	<i>Pro Spray Series</i>	<i>1.5" per hour</i>	<i>10-20 min</i>
<i>Hunter</i>	<i>Turf</i>	<i>Institutional Spray</i>	<i>1.5" per hour</i>	<i>10-20 min</i>
<i>Rainbird</i>	<i>Turf</i>	<i>1800 Series</i>	<i>1.6" per hour</i>	<i>10-20- min</i>
<i>Rainbird</i>	<i>Turf</i>	<i>Uni-Spray</i>	<i>1.6" per hour</i>	<i>10-20 min</i>
<i>Rainbird</i>	<i>Shrubs</i>	<i>Xeri-Bug Emitter</i>	<i>0.5 - 2.0 GPH</i>	<i>30 min - 1 hr.</i>
<i>Rainbird</i>	<i>Shrubs</i>	<i>Xeri-Bubblers</i>	<i>0 - 35 GPH</i>	<i>20-45 min</i>
<i>Rainbird</i>	<i>Shrubs</i>	<i>Xeri-Spray</i>	<i>0 - 31 GPH</i>	<i>20-45 min</i>
<i>Rainbird</i>	<i>Shrubs</i>	<i>Xeri-Spray 360</i>	<i>0 - 24 GPH</i>	<i>20-45 min</i>
<i>Hunter</i>	<i>Turf</i>	<i>PGP</i>	<i>.12" - 1.1" per hour</i>	<i>30 min-1 hr.</i>

Approved Plant Palette

Shrubs for Subtropical climates

* Native plant

S= Sun, PS=Part Shade

FS=Full Shade

Botanical Name

Common Name

<i>Abelia x grandiflora</i>	Glossy Abelia, S, PS
* <i>Callicarpa americana</i>	American Beautyberry, S
* <i>Illicium floridanum</i>	Anise, Florida Anise, S, FS
* <i>Illicium parviflorum</i>	Anise, Ocala Anise, S, PS
* <i>Rhododendron austrinum</i>	Florida Flame Azalea, FS
* <i>Rhododendron canescens</i>	Florida Pinxter Azalea, FS
<i>Nandina domestica</i>	Heavenly Bamboo, S, FS
<i>Berberis thunbergii</i>	Japanese Barberry, S
<i>Callistemon rigidus</i>	Bottlebrush, S
<i>Buxus microphylla</i>	Boxwood, S
<i>Ligustrum sinense</i>	Chinese Privet, S, PS
<i>Buddliea globosa</i>	Butterfly Bush, S
<i>Camellia japonica</i>	Camellia, PS, FS
<i>Camellia sasanqua</i>	Sasanqua Camellia, PS, FS
<i>Cana spp.</i>	Cana Lilly, S, PS
<i>Gardenia spp.</i>	Gardenia, S, PS
<i>Ilex cornuta</i>	Chinese Holly, S
<i>Cleyera japonica</i>	Cleyera, S, PS
<i>Cycas revoluta</i>	Sago Palm, S
<i>Elaeagnus pungens</i>	Elaeagnus, Silver Thorn, S, PS
<i>Pyracantha coccinea</i>	Firethorn, Pyracantha, S
<i>Rhododendron simsii</i>	Formosa Azalea, PS, FS
<i>Mahonia baelei</i>	Leatherleaf Mahonia, PS, FS
<i>Mahonia fortunei</i>	Fortune's Mahonia, PS, FS
<i>Ligustrum japonicum</i>	Wax Leaf Ligustrum, S, PS
<i>Cortaderia selloana</i>	Pampas Grass, S
<i>Feijoa sellowiana</i>	Pineapple Guava, S, PS
<i>Rapheolepis indica</i>	Indian Hawthorn, S
<i>Hibiscus spp.</i>	Hibiscus, S
<i>Ilex crenata</i>	Japanese Holly, S, PS
<i>Ilex rotunda</i>	Rotunda Holly, S, PS
* <i>Ilex vomitoria</i>	Yaupon Holly, S, PS
<i>Ilex 'Nellie R. Stevens'</i>	Nellie R. Stevens Holly, S
<i>Hydrangea macrophylla</i>	Hydrangea, PS, FS
* <i>Hydrangea quercifolia</i>	Oak Leaf Hydrangea, S, PS
<i>Jasmine mesnyi</i>	Primrose Jasmine, S, PS
<i>Rhododendron x obtusum</i>	Indica Azaleas, PS, FS
<i>Serenoa repens</i>	Saw Palmetto, S, PS
<i>Rhapidophyllum histerix</i>	Needle Palm, PS, FS
<i>Nerium oleander</i>	Oleander, S
<i>Osmanthus fragrans</i>	Tea Olive, Sweet Olive, S, PS

Podocarpus mycophyllus
Myrica cerifera
Viburnum suspensum
Viburnum odortissimum
*Viburnum obovatum
Loropetalum chinense
Pittosporum tobira
Philodendron bipinnatifidum

Podocarpus, S, PS
Wax Myrtle, S, PS
Sandankwa Viburnum, S, PS
Sweet Viburnum, S, PS
Walter's Viburnum, S, PS
Chinese Fringe Bush, S
Pittosporum, S
Philodendron Selloum, PS, FS

Groundcovers for Subtropical climates

*** Native plant**

Allamanda violacea
Dietes irodiodes
Dietes bicolor
Agapanthus praecox
Hedera canariensis
*Zamia floridana
Acuba japonica
Gelsemium sempervirens
Aspidistra elatior
Trachelospermum jaminoides
Trachelospermum asiaticum
Lonicera sempervirens
Hemerocalis spp.
Hedera Helix
Cuphea hyssopifolia
*Spartina bakeri
Papalum quadrifarium
Thubaghia violacea
Lonicera japonica
*Rhododerdron canescens
Juniperus chinensis
Juniperus conferta
Juniperus horizontalis
Lantana spp.
Liriope spp.
Ophiopogon japonicus
*Muhlenbergia capalaris
*Eragrostis spp.

Pink Allamanda, S, PS
African Iris, S, PS
Yellow African Iris, S, PS
Agapanthus, S, PS, FS
Algerian Ivy, PS, FS
Coontie Palm, S, PS
Acuba, FS
Carolina Jessamine, S, PS
Cast Iron Plant, PS, FS
Confederate Jasmine, S, PS
Asian Jasmine, S, PS
Coral Honeysuckle, S, PS
Daylily, S
English Ivy, PS, FS
Mexican Heather, S, PS
Sand Cordgrass, S
Evergreen Paspalum, S
Society garlic, S, PS
Japanese Honeysuckle, S, PS
Wild Honeysuckle, S, PS
Chinese Juniper, S
Shore Juniper, S
Creeping Juniper, S
Lantana, S
Liriope, S, PS, FS
Aztec Grass, S, PS, FS
Muhly Grass, S
Love Grass, S

Buffer Planting Recommended Plant Palette

Buffer Planting Specifications:

Landscape Buffer requirements: Landscape plants must be maintained at least 36” – 48” height or better to provide 100% coverage of buffered area. Plant material will be planted in a “double staggered row” spaced 36”- 48” O.C (On Center) with a recommended tree. Quantities and sizes of trees will vary on buffer length.

<u>Botanical Name</u>	<u>Common Name</u>
<u><i>Camellia japonica</i></u>	Camellia, PS, FS
<u><i>Cleyera japonica</i></u>	Cleyera, S, PS
<u><i>Elaeagnus pungens</i></u>	Elaeagnus, Silver Thorn, S, PS
<u><i>Ligustrum sinense</i></u>	Chinese Privet, S PS
<u><i>Ligustrum japonicum</i></u>	Wax Leaf Ligustrum, S, PS
<u>*<i>Illicium floridanum</i></u>	Anise, Florida Anise, PS, FS
<u>*<i>Illicium parviflorum</i></u>	Anise, Ocala Anise, S, PS
<u><i>Myrica cerifera</i></u>	Wax Myrtle, S, PS
<u><i>Nerium oleander</i></u>	Oleander, S
<u><i>Viburnum suspensum</i></u>	Sandankwa Viburnum, S, PS
<u><i>Viburnum odortissimum</i></u>	Sweet Viburnum, S, PS

Recommended Tree and Palm Palette for On Top of the World Communities, Inc.

<u>Botanical Name</u>	<u>Common Name</u>
<u>*<i>Acer rubrum</i></u>	Red Maple
<u>*<i>Acer saccharinum</i></u>	Silver Maple
<u>*<i>Cercis canadensis</i></u>	Red Bud
<u>*<i>Cornus florida</i></u>	Dogwood
<u><i>Ligustrum japonica</i></u>	Tree Form Ligustrum
<u><i>Lagerstromia indica</i></u>	Crape Myrtle
<u><i>Ulmus spp.</i></u>	Elm tree varieties
<u>*<i>Quercus virginiana</i></u>	Live Oak
<u>*<i>Quercus shumardii</i></u>	Shumard Oak
<u><i>Quercus lyrata</i></u>	Overcup Oak
<u><i>Quercus nuttallii</i></u>	Nuttall Oak
<u>*<i>Pinus elliottii</i></u>	Slash Pine
<u>*<i>Pinus palustris</i></u>	Longleaf Pine
<u>*<i>Pinus taeda</i></u>	Loblolly Pine
<u>*<i>Pinus clausa</i></u>	Sand Pine
<u>*<i>Magnolia grandiflora</i></u>	Southern Magnolia
<u>*<i>Betula nigra</i></u>	River Birch
<u>*<i>Sabal palmetto</i></u>	Sabal Palm
<u><i>Phoenix canariensis</i></u>	Canary Island Date Palm
<u><i>Livistona chinensis</i></u>	Chinese Fan Palm
<u><i>Chamerops humulis</i></u>	European Fan Palm
<u><i>Butia capitata</i></u>	Pindo Palm
<u><i>Syagrus romanzoffianum</i></u>	Queen Palm
<u><i>Washingtonia robusta</i></u>	Washingtonia Palm
<u><i>Trachycarpus fortunei</i></u>	Windmill Palm

<u>Salix babylonica</u>	Weeping Willow
<u>*Ilex x attenuata 'East Palatka'</u>	East Palatka Holly
<u>Ilex x attenuata 'Savannah'</u>	Savannah Holly
<u>Ilex cassine</u>	Dahoon Holly
<u>*Taxodium distichum</u>	Bald Cypress
<u>Gordonia lasianthus</u>	Loblolly Bay

Recommended Sod Palette for On Top of the World Communities, Inc.

<u>Stenotaphrum secundatum 'Classic'</u>	Classic St. Augustine
<u>Paspalum notatum 'Argentine'</u>	Argentine Bahia Grass
<u>Zoysia japonica</u>	Zoysia Grass

Water Conservation Systems

All installations and alterations of water conservation systems require the approval of both the Bay Laurel Center Community Development District and the ARB. Rain barrels, cisterns, or other capture systems with an approved Application of Approval of Request for Modification and meeting the following criteria may be installed:

- a. storage system material shall be rubberized, fiberglass, clay, or other material approved by the ARB;
- b. storage system capacity may not exceed fifty five (55) gallons;
- c. storage system shall be gravity fed type and have fitting lid to prevent contamination and insect vector attraction;
- d. storage system pedestal height may not exceed twelve inches (12”) and shall be poured in place or precast single platform;
- e. storage system shall be screened by four foot (4’) high white PVC fence or wall of approved style rendering the installation invisible from any side yard or street view;
- f. storage system plant buffer shall be selected from the Approved Plant Palette for buffer plants and installed at two (2) feet on center intervals to provide buffer from street view, and all buffer plantings shall be maintained by the Owner in perpetuity;
- g. down gutter that feeds the storage system shall match the dwelling gutter system color;
- h. storage system may not be installed on the front of the dwelling;
- i. no backflow or cross-connection to any other system or equipment is allowed;
- j. no pump or other device may be used to pressurize the collected rain water storage system and be connected into the existing irrigation system of the dwelling; and
- k. storage system location may not interfere with the maintenance of the dwelling or any neighboring dwelling or lot.

Any other conservation system will be reviewed based on the degree to which it conforms to the above water conservation systems criteria and based on the technological, safety, health, and public welfare aspects of the proposed installation.

Site Lighting Standards

Exterior Post Lamps

- The Homeowner is responsible for maintaining the photo sensor and light on the exterior post lamp to ensure they are in good working order.
- All post lamps, when replaced, must be of consistent color and style as the original install.

Landscape Lighting Specifications:

- All landscape lighting shall be “low voltage” incandescent lighting and shall be approved by the ARB of the Association prior to installation.
- Low voltage light fixtures for landscape path lighting will be allowed, tree up-lighting shall be allowed, but only in a manner that is not obtrusive to others.
- Landscape lighting near roads will be shielded in a manner to ensure safety of vehicles and pedestrians and shall not be obtrusive or a nuisance to others.
- Lighting may be mounted to the dwelling, including spotlights and shall conform to the original architecture of the house. The homeowner shall receive Association permission before changing the exterior condition of the home.
- Holiday lighting and decorations shall be permitted so long as the lights and decorations do not constitute a nuisance. Colored bulbs in low voltage light fixtures and building mounted fixtures shall not be allowed. Rope and tube lighting only allowed during the holiday season. Lights and decorations are to be added no earlier than the second weekend in November and must be removed by January 16.
- Decorations for other holidays such as, but not limited to, St. Patrick’s Day, Independence Day, Halloween and Thanksgiving, may be displayed on each Residential Unit beginning not earlier than fourteen (14) calendar days before the holiday and shall be removed within seven (7) calendar days after the holiday. They must be displayed in a tasteful manner and shall not be excessive relative to the general level of lighting and decoration in the Community, or constitute a nuisance to the neighbors, or create an obstruction to maintenance. It is the Owner’s responsibility to ensure that the decorations are displayed safely and do not constitute a safety hazard for the neighbors or maintenance personnel.
- All lighting equipment, junction boxes and other components vital to the lighting system shall be concealed from curbside view. Shrubs shall be used to conceal landscape lighting fixtures and hardware, including junction boxes and timers.

Mandatory Minimum Standards for DBS Device Installation and Antennas

The purpose of these Minimum Standards is to protect the safety of residents and surrounding properties from installation of devices designed to receive direct broadcast satellite signal which are one meter in diameter or less, and for antennas. This agreement form further provides guidelines for acceptable installation methods, components, and locations.

As used herein, "DBS installation," shall mean the Direct Broadcast Satellite reception device and its means of mounting. "Antennas shall mean devices designed to receive either satellite signals, radio signals of any frequency, and television broadcast signals." "Rear Base Building Line" shall mean the back wall of any dwelling, excluding any appurtenances attached to the dwelling either as a part of the original construction, or as an addition, including covered concrete patios, screen rooms, or sun rooms.

It is the obligation of the owner to seek Association approval pursuant to the Declaration of Covenants, Restrictions, Easements, Charges, and Liens (hereinafter called "Declaration"). All applications for such approval must clearly show that the DBS installation shall not violate any of the provisions of the Declaration. Approvals will not be granted unless the installation is in full compliance with the Declaration and with these minimum standards.

Indemnification:

1. Owner(s) agree to indemnify and hold harmless the On Top of the World (Central) Owners Association, Inc. (Association) and Parkway Maintenance & Management, Co. (Management Company) for any damage which may result to the installation in the normal course of maintenance work by the management company or any of its designated representatives.
2. Owner(s) agree to indemnify and hold harmless, On Top of the World Communities, Inc., the On Top of the World (Central) Owners Association, Inc., Parkway Maintenance & Management, Co., and any and all related entities of On Top of the World Communities Inc., for any liability whatsoever from damage resulting to surrounding dwelling as a result of the failure of an installation. No approval shall be given until the Owner(s) has/have executed an indemnity agreement pursuant to this paragraph.

Installation and Location:

A. Ground Installation:

1. Prior to installation, the Owner shall demonstrate to the satisfaction of the Association or its designee, that the reception device or antenna must be able to withstand wind speeds up to 110 miles per hour. This information must be provided as an attachment to the building modification application form.
2. The DBS reception device shall be anchored in the ground on a single pole mount, capable of withstanding 110 mile per hour winds.

3. A single DBS installation or antenna may not be located greater than five feet (5') from the rear base building line of the dwelling. The base building line does not include structures such as patios, screen rooms or sun rooms.
4. DBS installation shall not extend to a height greater than three feet (3') above the top of the roof fascia.
5. DBS unit may not encroach on neighboring property.
6. Consideration of neighboring homes and their respective window views must be given.

B. Antenna Installation:

1. Antennas which may be anchored to the rear base building line shall not extend higher than eight feet (8') above the top of the roof fascia.
2. Installation shall be by the use of hardware capable of securing antenna against winds up to 110 miles per hour.
3. If home is an attached or end unit, the antenna may not be located within five feet (5') of the building corner.
4. Antenna shall be self supporting, requiring no guy wires to remain stable.
5. Location of any antenna installation(s), not attached to building structure, will be at the discretion of the ARB. Location must be determined and subsequently approved by the ARB. Please refer to the ARB **Sample Modification Form**.

These mandatory minimum standards shall be run with the land and with all ownership interests at On Top of the World (Central) Owners Association, Inc. and shall be binding upon all owners and occupiers, and their heirs, successors, and assigns.

Accepted this ____ day of _____, _____

Owner:

Owner:

~~**INDEMNITY AGREEMENT FOR DBS DEVICE OR ANTENNA INSTALLATION**~~
Indemnity Agreement for DBS Device or Antenna Installation

The undersigned, having requested approval of the On Top of the World (Central) Owners Association, Inc. for the privilege of installing a DBS device pursuant to the Mandatory Minimum Standards for DBS Device Installation and Antennas, does hereby ratify the provisions of number paragraph one of those standards and does further agree that it shall indemnify and hold harmless the On Top of the World (Central) Owners Association, Inc. (Association), Parkway Maintenance & Management, Co. (Management Company), and any and all of its agents and employees from any loss or damage as a result of the installation and or maintenance or operation of any DBS Device or Antenna installation. This indemnification agreement shall obligate the owner(s) to reimburse the Association or Management Company or any of its agents and employees for all costs and expenses including attorney's fees, which may be expended with regard to any claim regarding said DBS Device or Antenna installation or operation or maintenance.

Accepted this ___ day of _____, _____.

Owner:

Owner:

Address:

Ocala, FL 34481

Instructions for Completing Modification Form

This form is provided as a “**sample**” only. Please visit our Customer Service Department where a Customer Service representative will input all the necessary information into the form for you. Please be sure to attach a sketch of any modifications you plan to make to the exterior of the home (whether structural or landscaping). We suggest using a copy of your home site plan for preparing your sketch. Additionally, provide the name of the contractor performing the work along with proof of liability insurance coverage.

**APPLICATION FOR APPROVAL
OF REQUEST FOR MODIFICATION**
Application for Approval of Request for Modification

Alteration/ Modification to Dwelling

****Sketch or Drawing Must Be Attached****

SAMPLE

The undersigned hereby, applies to the On Top of the World (Central) Owners Association (Association), for approval to make only those specific modifications/ alterations or landscaping changes as specified in the attached drawings and as summarized above. The undersigned represents and covenants that the said modification/alteration or landscaping changes will be exactly as set forth herein; with no changes or modifications other than as approved should this application be granted; and further, the undersigned acknowledges, ratifies and confirms that this application, if granted shall be solely based on the plans and drawings submitted herewith. No amendment nor change of any kind shall be permitted nor shall be acceptable, without the express written approval of the Association.

APPROVAL FOR THE MODIFICATION SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS ALL OF WHICH MUST BE MET WITHOUT EXCEPTION UNLESS WRITTEN PERMISSION FROM THE ASSOCIATION HAS BEEN OTHERWISE GRANTED:

1. Motorized Vehicles shall not be permitted or allowed off of any of the paved surfaces, unless prior written approval is obtained from the Association, which approval may be denied or arbitrarily withheld.
2. All contractors, sub-contractors or sub-sub contractors and any of their individual agents or employees shall be the sole responsibility of Applicant and shall be, for all purposes considered only the employee or the independent contractor of Applicant. Any loss or damage resulting from the actions of a contractor or sub-contractor, or sub-sub contractor be it damage resulting to the subsequent modifications to the building structure, building exterior, landscaping, or irrigation and whether such loss or damage results from either the actions of the contractor sub-contractor or sub-sub-contractor or from the existence of the modification/alteration itself, shall be the sole and absolute financial obligation of the dwelling owner.
3. In the event damages shall occur as a result of the modification/alteration, the Association and Parkway Maintenance & Management, Co. ("The Management Company") reserves to itself, its agents and employees the right to take legal action including but not limited to the seeking of injunctive relief to require the removal of the modification/alteration. Such action, at the discretion of the Association, may be brought against the dwelling owner and/or a lessee of the dwelling owner and/or the person or persons in occupancy of the dwelling, jointly and severally in order to recover for any recovery and all the expenses that may be incurred by the Association or the Management Company as a result of damages resulting from the alteration/modification including, but not limited to, the reimbursement of all legal fees and court costs expended on behalf of the Association, through any appellate proceedings and regardless of the findings of the court. This provision for attorneys' fees and costs shall include both an action for injunctive relief or for damages.
4. Landscaping shall be approved by the Association, or the Management Company or any of its agents, prior to installation. All additions to the existing landscape plantings shall be the responsibility of and shall be maintained by the dwelling owner, even though prior to the additions to the landscaping, it was the obligation of the Association to provide such maintenance. Maintenance includes, but is not limited to edging, pruning, weeding, and replacement or removal.
5. The Association and The Management Company shall not be responsible for any damage, whatsoever, to aluminum structures or other components attached to the exterior of the home. Owner(s), their successors and assigns, assumes all risk.
6. The Association and the Management Company shall not be responsible for roof repairs and maintenance where any portion of the modification/alteration is affixed to the existing building, or when the existing roof structure has been altered in any respect. Under no circumstances shall employees of the Association or the Management Company enter into or upon any area enclosed by the Applicant, even though, prior thereto, the Association was obligated to provide maintenance services. This includes but is not limited to the enclosure of a porch or lanai—it being a condition of the approval of this application, that the dwelling owner or his/her/their successors in interest including but not limited to any subsequent purchasers of the property shall be required to perform all maintenance within the interior of any dwelling that has been modified or altered in any way from the original structure.
7. All work must be completed in accordance with the approved plans and site plan attached and made a part hereof.
8. Approval of the requested alteration, modification or landscaping change shall not constitute approval of any further alteration, modification or landscaping and the approval of this or any other application shall not constitute any precedence for any other approval for any additional modification/alteration even if to portions of any modification/alteration that might be approved in accordance with this application. Further, approval of this application shall not release the applicant nor the dwelling owner any occupant, lessee or any subsequent purchaser from all of the requirements to maintain and repair the building structure as well as the improvements which may be authorized as a result of

the approval of this application. Applicant and dwelling owner(s) and any successor(s) interest including a subsequent purchaser shall be and shall remain totally responsible for any damage done by any worker or contractor or subcontractor or sub-subcontractor who has been employed by applicant or dwelling owner, occupant or lessee to perform or to complete the said modification/alteration.

9. The dwelling owner(s) or any occupant(s) or lessee or subsequent purchaser shall be responsible for assuring to the Association that the contractor subcontractor or sub-subcontractor secures all necessary Marion County Building Permits and that the modification/alteration meets all zoning requirements including but not limited to building set backs requirements.

10. Prior to excavating or digging, the dwelling owner(s) shall be responsible for and shall be obligated to have all underground utilities, including but not limited to, irrigation mains, electrical, cable, sewer and water lines located. The dwelling owner(s) or occupant(s) or successor(s) in interest including a subsequent purchaser shall be responsible to make all necessary repairs to any such items. Provided further, that at the sole and absolute discretion of the Association or the Management Company, the said Association or Management Company may determine to make such repairs and thereafter send an invoice to the dwelling owner(s) or any successor(s) in interest. The costs of any such repairs shall become a lien on the property if not paid within ten (10) days of notice from the Association or Management Company to pay the amounts due and owing for such repairs. Should the costs of such repairs become a lien on the property, the Association or the Management Company may record a Claim of Lien in the Public Records of Marion County, Florida and thereafter shall be entitled to foreclose said lien in the same manner as any Claim of Lien may be foreclosed pursuant to the construction lien provisions of Chapter 713 Florida Statutes, with the right of the Association or Management Company to seek attorneys fees and costs through all appellate proceedings.

The undersigned further agrees that he/she/they shall indemnify and hold harmless the Association, The Management Company, or any and all of their officers, agents and employees from any loss or damage resulting to or from alteration, modification or landscaping changes involved in this application, including any loss or damage occasioned by or from any other resident of the Community who may object to the approval of this application and to the work to be performed. The indemnification and hold harmless provisions herein shall survive the completion of any work approved and authorized pursuant hereto, and the undersigned shall obligate the undersigned to reimburse the Association and the Management Company for all costs, expenses and attorney's fees which may be expended with regard to any claim arising out of said alteration, modification or landscaping change

Dwelling Owner _____ Phone: _____

Address _____ Date: _____

Signed By _____

For Office Use:

Approved Date: _____

Denied

Building Authorized Signature _____

Print Name: _____

If denied, explain reason _____

Approved Date: _____

Denied

Landscape Authorized Signature _____

Print Name: _____

If denied, explain reason _____

Document comparison by Workshare Professional on Wednesday, December 01, 2010
5:29:48 PM

Input:	
Document 1 ID	interwovenSite://ORL-DMS1/ORL/296419357/6
Description	#296419357v6<ORL> - Second Amended and Restated Rules and Regulations for OTOW Central Owners Association (with proposed 12/15/10 amendments)
Document 2 ID	interwovenSite://ORL-DMS1/ORL/296419357/7
Description	#296419357v7<ORL> - Second Amended and Restated Rules and Regulations for OTOW Central Owners Association (with proposed 12/15/10 amendments)
Rendering set	standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	167
Deletions	127
Moved from	2
Moved to	2
Style change	0
Format changed	0
Total changes	298