

**MAGNOLIA PRESERVE HOMEOWNERS ASSOCIATION, INC.**  
**MEMBERS MEETING - LIMITED PROXY**

Print Name of Each Owner: \_\_\_\_\_

Print Property Address/Lot Number: \_\_\_\_\_

I/we, the owner(s) of the above Lot, hereby appoint the following individual:

**CHECK ONE BLANK**

\_\_\_\_\_ The President of the Association;

**OR**

\_\_\_\_\_ Insert Proxy Holder's Name here: \_\_\_\_\_

to serve as my/our proxy at the MAGNOLIA PRESERVE HOMEOWNERS ASSOCIATION, INC. members' meeting to be held promptly at **6:30p.m.**, on **February 13, 2020**, at **Polk County Sheriff's Sub Station - 3635 Avenue G NW, Winter Haven, Florida 33880** (IF AN INDIVIDUAL'S NAME IS NOT INSERTED ON THE LINE ABOVE, THE PRESIDENT OF THE ASSOCIATION WILL VOTE THIS PROXY AS DIRECTED BY THE BOARD OF DIRECTORS ON PROCEDURAL MATTERS AND AS DIRECTED BELOW ON THE PROPOSED AMENDMENTS).

GENERAL POWERS

I hereby authorize and instruct my proxy to use his or her best judgment on all procedural matters which properly come before the meeting, if any. This proxy may be used to establish a quorum.

LIMITED POWERS

I hereby specifically authorize and instruct my proxy to cast my vote in reference to the following proposed changes to the Declaration of Covenants, Easements, Restrictions and Conditions For Magnolia Preserve, recorded in Official Records Book 6608, Page 806, Public Records of Polk County, Florida (the "Declaration") and the Bylaws of Magnolia Preserve Homeowners Association, Inc. which are attached as Exhibit "B" to the Declaration (the "Bylaws"):

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**CHECK ONE BOX BENEATH TO VOTE FOR OR AGAINST THE AMENDMENTS. A VOTE OF "YES" IS A VOTE TO APPROVE THE AMENDMENT AS PRESENTED BELOW. A VOTE OF "NO" IS A VOTE TO DEFEAT THE AMENDMENT AS PRESENTED BELOW. PLEASE VOTE ON EACH AMENDMENT INDIVIDUALLY.**

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**Issue #1:**

\_\_\_\_\_ **Yes**                      \_\_\_\_\_ **No**

**1. Section 1 of the Declaration shall be amended to read as follows:**

1. RESIDENTIAL USE AND MINIMUM SIZE. No Lot shall be used except for single family residential purposes. Single Family shall mean no more than three (3) adults unrelated through blood, marriage, or adoption occupying a single Lot living as a single housekeeping, economic unit. No business activity shall be conducted or engaged in on any Lot

in connection with the residential usage of any Lot. Each single-family dwelling may not exceed two (2) stories in height and shall contain a minimum floor area of one thousand one hundred (1,100) square feet of air conditioned living area, exclusive of screened or unscreened porches, covered or uncovered sidewalks, breezeways, approaches, garages and carports. All computations of "floor area" shall be measured by outside dimensions. No building shall be erected, placed or permitted to remain on any lot other than one (1) detached single-family dwelling, except for utility buildings approved in accordance with the provisions of this Declaration.

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**Issue #2:**

**Yes**     **No**

**2. Section 3 of the Declaration shall be amended to read as follows:**

3. GARAGES. Each single-family dwelling shall have a private, totally enclosed garage, capable of housing at least two (2) cars, together with a concrete driveway or such other driveway as is approved by the Developer, extending from the garage to the front Lot line. Each garage shall be attached to the dwelling and shall conform architecturally to the design of the dwelling. No carports shall be permitted. No garage shall be converted to another use (e.g., living space) and must be capable of storing vehicles.

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**Issue #3:**

**Yes**     **No**

**3. Section 12 of the Declaration shall be amended to read as follows:**

12. AERIALS AND TELEVISION ANTENNAS. No television antennas or aerials of any kind may be placed upon any Lot or on the exterior of any dwelling within the Subdivision unless such antenna or aerial is not visible from any public right of way. In addition, no satellite dish or wireless cable receiver shall be located on any Lot unless the same has a diameter of 39 inches ~~24 inches~~ or less, is not constructed in any setback area. The provisions of this paragraph shall be enforceable only to the extent that such enforcement is not prohibited by Applicable Laws.

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**Issue #4:**

**Yes**  **No**

**4. Section 15 of the Declaration shall be amended to read as follows:**

15. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on any Lot or in the Subdivision that may be or may become an annoyance or nuisance to the neighbors or to the neighborhood. A violation of Florida Law or local ordinance shall be deemed a nuisance. Any noise which exceeds the maximum noise levels permitted by local ordinance shall be considered a nuisance.

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**Issue #5:**

**Yes**  **No**

**5. Section 16 of the Declaration shall be amended to read as follows:**

16. FENCES AND PLANTINGS. No continuous hedge or planting shall be permitted between the front setback line and the front property line of any Lot, except shrubbery next to the dwelling which does not detract from the neighborhood. With respect to corner Lots which have frontage on two streets, the Developer will determine which street the dwelling is to face. The other street will be referred to as the side street. The area between the side street and the dwelling is referred to as side yard area. No continuous fence, wall or like structure shall be permitted between the Lot line of such side yard area and the line which is an extension or the front setback line for the Lot immediately adjacent to such side yard area. No continuous fence, wall, hedge, planting or like structure over six feet (6') in height shall be permitted on any Lot. Each fence which is installed or placed on any Lot in the Subdivision must be of new material and constructed of chain link, brick, stucco, finished masonry, PVC or such other material as is approved by the Developer. However, any chain link fence may not exceed four feet (4') in height and must be green or black vinyl coated unless otherwise approved by the Architectural Control Committee. Each such fence shall be of a design and construction that does not detract from the neighborhood and shall be maintained in good condition. Each such fence installed, constructed or placed on any Lot by an Owner shall be of a design and construction that does not detract from the neighborhood and shall be maintained in good condition. The Owner of each Lot shall also be responsible for paying the cost of the repair and replacement of any portion of any wall, fence or other buffer which is damaged by the negligent or intentional act or omission of such Owner or a person under the supervision or responsibility of such Owner.

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**Issue #6:**

\_\_\_\_\_ **Yes**

\_\_\_\_\_ **No**

**6. Section 18 of the Declaration shall be amended to read as follows:**

18. CLOTHESLINES. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any front street or side street or any adjacent or abutting property. All clothes lines shall be removed by the Owner when not in actual use for clothes drying purposes. Clotheslines and the drying of clothes or other items on lines outside of any dwelling on the Property are prohibited, to the extent permitted by law.

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**Issue #7:**

\_\_\_\_\_ **Yes**

\_\_\_\_\_ **No**

**7. Section 19 of the Declaration shall be amended to read as follows:**

19. RUBBISH. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. The Owner of each lot shall place all garbage and trash in proper containers which shall be covered at all time and emptied regularly by a commercial garbage service. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Garbage cans and containers shall be maintained at the rear of the residence and shall not be visible from the street, except the night before and the day of pickup. Except during the construction of a residence on a lot, all building materials shall be stored in a utility building or in such manner as not to be visible from the street with the exception of corner Lots whom have them on the backside of the home (the side which is opposite the front door) and not to detract from the neighborhood.

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**Issue #8:**

\_\_\_\_\_ **Yes**

\_\_\_\_\_ **No**

**8. Section 20 of the Declaration shall be amended to read as follows:**

20. EASEMENTS. Easements for drainage and utilities are shown on the plat of the Subdivision. The drainage easements shown on the plat of the Subdivision shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures and utility sheds. Within the utility easements

shown on the plat of the Subdivision, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The Owners of the Lots encumbered by such easements shall keep the easement areas free from obstruction and shall keep the grassed areas within such easement areas cut on a regular basis. The Owners shall have the responsibility to maintain and regularly cut all grassed areas in the Drainage Easements and shall maintain the swales and contour of the ground in the Drainage Easements in the condition they were in at the time of the completion of the development of the Subdivision by the Developer. No changes shall be made to any portion of the storm water management system (e.g., swale, retention area, control structure, pipes, etc.) which may adversely impact on the storm water management/drainage design for the Subdivision. Every Owner shall have a right and easement or enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The Association, through its Board of Directors, has the authority to promulgate and enforce rules and regulations regarding the use of the Property and the Lots if the Board of Directors believes that doing so is in the best interests of, and furthers the purposes of, the Association. Such rules and regulations do not need to be approved by the Association's membership but shall not conflict with any provision herein. In the event of enforcement, any such rules or regulations shall be enforceable as if they are restrictions contained within this Declaration; The right of the Association to adopt the rules and regulations specified in paragraph 9(1) of this Declaration;

(b) The right of the Association to suspend voting rights by an Owner for any period during which any assessment due from such Owner remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations;

(c) The right of the Association to restrict or prohibit the entry upon or the use by any Owner of the Retention Areas and Wetlands Area;

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless this Declaration is amended in accordance with the provisions of Section 29 of this Declaration; and -

(e) The right of the Association to annex real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of a majority of the members present in person or by proxy at a duly noticed meeting of the membership. The annexation of land under this Section shall be accomplished by the recordation in the Public Records of Polk County, Florida of a Supplemental Declaration describing the real property being annexed and signed by the President and Secretary of the Association and by the owner of the real property being annexed. Any such annexation shall be effective upon recording.

The foregoing easement granted to the Owners for use of the Common Area may be delegated to the members of the Owner's family, the Owner's tenants or contract purchasers who reside on the Owner's Lot.

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**Issue #9:**

\_\_\_\_\_ **Yes**

\_\_\_\_\_ **No**

**9. Section 26 and Section 30 of the Declaration shall be amended to read as follows:**

26. ENFORCEMENT. The Developer, the Association or any Owner of any Lot shall have the right to enforce, by any proceeding at law or in equity, all of the restrictions, conditions and covenants imposed by this Declaration. The failure to enforce, in whole or in part, any of the said restrictive covenants or conditions for any length of time shall not be a waiver of the right to enforce such restrictions and the Developer assumes no responsibility or liability for its failure to enforce the said restrictive covenants and conditions. Owners shall be responsible for all legal fees and costs incurred for any enforcement action taken by the Association, whether for pre-suit, litigation or appellate proceedings. In the event that the Owner of any Lot fails to perform any repair or maintenance obligation or other affirmative duty or obligation specified in this Declaration, the Association shall have the right, but not the responsibility or duty, to enter upon the Lot and perform such repair and maintenance or perform such other duty or responsibility of the Owner, after providing the Owner at least thirty (30) days prior written notice and the Association is hereby granted a temporary easement for such purposes. In the event of such entry and the performance of such work, the Owner or such Lot shall be obligated to reimburse the Association for the Association's costs incurred, together with an administrative charge of twenty percent (20%) of such cost, which shall be due and payable within a period of ten (10) days after written notice of the amount of such claim, failing which, the Association shall have the right to file a lien against such Lot, in the same manner as the filing of a lien for assessment, which shall be enforceable in the same manner as the lien for assessment. In connection with the entry upon any Lot in the Subdivision for the purpose of carrying out the foregoing rights, the Association may delegate the right of entry and the right to perform such work to such contractor and agents as the Association shall deem appropriate and necessary.

30. ATTORNEYS FEES AND COSTS. In connection with any enforcement or litigation arising under any provision of this Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorneys fees, at the trial and appellate levels, whether for pre-suit, litigation or appellate proceedings.

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**Issue #10:**

\_\_\_\_\_ **Yes**                      \_\_\_\_\_ **No**

**10. A new Section 33 shall be added to the Declaration which shall read as follows:**

33. FLAGS. An Owner may display one portable, removable United States flag in a respectful way and may display in a respectful way portable, removable official flags, not larger than four and a half feet by six feet (4.5' x 6'), that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. No other flags shall be permitted unless approved by the Architectural Control Committee or otherwise protected under federal or state law or regulations.

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**Issue #11:**

\_\_\_\_\_ **Yes**                      \_\_\_\_\_ **No**

**11. A new Section 34 shall be added to the Declaration which shall read as follows:**

34. SOLAR PANELS. After appropriate written approvals have been received from the Architectural Control Committee and appropriate Polk County permits have been obtained, solar panels may be constructed on a Lot. Solar Panels must be installed in a location which is least visible to surrounding property, Common Areas, sidewalk or the street and/or as orientation is otherwise authorized and/or dictated per Florida Statutes. Reflective glazing is not permitted.

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**Issue #12:**

\_\_\_\_\_ **Yes**                      \_\_\_\_\_ **No**

**12. A new Section 36 shall be added to the Declaration which shall read as follows:**

36. FINING. In additional to all other remedies, fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees to comply with any covenant, restriction, rules or regulation, provided the following procedures are adhered to:

(a) Notice: If the Owner fails to correct their violation and the Association wishes to impose a fine, the Board of Directors must notify the Owner with written notice at least fourteen (14) days in advance that a special hearing of a fining committee will be held to discuss whether a fine will be issued against the Lot.

(b) Hearing: In order to impose a fine, a fining committee must approve the fine by a majority vote at the special hearing. The fining committee must consist of at least three members appointed by the Board of Directors who are not officers, directors, or employees of the Association or the spouse, parent, child, brother, or sister of an officer, director, or employee. At hearing, the alleged violation shall be presented to the fining committee. The Owner must be given an opportunity to appear and speak at the hearing. The Owner may be represented by counsel and may cross-examine witnesses at the hearing. The committee in its sole discretion shall then determine whether to impose the fine amount. Please note that the Owner is entitled to an opportunity for a hearing but is not entitled to an actual hearing. Therefore, the Owner may waive the right to a hearing by failing to appear, resulting in the issuance of the fine. The fining committee must approve the fine by a majority vote.

(c) Penalties: The fining committee can approve a fine of \$100.00 per day per violation for each day the Owner allows their violation to exist, up to an aggregate of \$1,000.00 per violation.

(d) Payment of Penalties: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Nonexclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from each other.

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**Issue #13:**

\_\_\_\_\_ **Yes**                      \_\_\_\_\_ **No**

**13. A new Section 37 shall be added to the Declaration which shall read as follows:**

37. ARCHITECTURAL CONTROL. All building plans for structures, including but not limited to buildings, patios, and signs, must receive approval from the County and the Architectural Control Committee, and must further be properly permitted by the County and comply with all governmental regulations. In addition, no building, wall, mailboxes, basketball hoop, pet house, sign, outside antenna or other structure or improvement shall be commenced, erected, placed, maintained or altered on any Lot nor shall any awning, canopy, shutter, enclosure or improvement be attached to or placed upon the outside walls or roof of any building or other structure on any Lot until the construction plan and specifications and a plot plan showing the location of same, have been approved in writing as to the harmony of exterior design, materials and colors with existing structures, as to location with respect to surrounding structures and topography, and as to



the harmony of the quality of finished standards with existing structures, by the Architectural Control Committee. A copy of the construction plans and specifications showing the nature, kind, shape, height, materials, square footage, location, color, and landscaping of same, and a plot plan, together with such additional information as may be deemed pertinent by the Architectural Control Committee, shall be submitted to such Committee, or its designated representative, prior to commencement of construction in such form and detail as such Committee may elect in its sole discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents, approval will not be required and the requirements of this section will be deemed to have been fully complied with. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final, conclusive and binding. The Architectural Control Committee may deny an application if the Owner is delinquent in any monetary obligations to the Association or if there is a pending covenant and/or rule violation existing at the Lot. The existence of the signatures of a majority of the members of the Architectural Control Committee on any plans or specifications shall be conclusive proof of the approval by such Committee of such plans and specifications.

(a) Committee Membership: The Architectural Control Committee members shall be three (3) in number, and shall be appointed by a majority vote of the Board of Directors and shall serve at the pleasure of said Board. The Board of Directors may serve on the Architectural Control Committee.

(b) Quorum: A quorum of the Architectural Control Committee shall be a majority of the members. No decisions of said Committee shall be binding without a quorum present.

(c) Planning Criteria: The Architectural Control Committee may from time to time promulgate and amend guidelines concerning construction criteria; however, such criteria if promulgated shall only serve as a guideline and the Architectural Control Committee shall retain its full and complete authority and discretion to approve or disapprove construction under the provisions of this Article.

(d) Enforcement: The Architectural Control Committee, along with the Board of Directors of the Association shall have the right and obligation to enforce the provisions hereof. Should any Owner fail to comply with the requirements hereof, after thirty (30) days written notice, the Architectural Control Committee and/or the Board of Directors of the Association shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof, and charge the cost thereof to the Owner. Should the Architectural Control Committee and/or the Board of Directors be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Owner. The Architectural Control Committee and the Board of Directors of the Association, or their agents or employees, shall not be liable to the Owner for any damages or injury to the property or person of the Owner unless caused by negligent action of the Architectural Control Committee or the Board of Directors.

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**Issue #14:**

\_\_\_\_\_ **Yes**                                  \_\_\_\_\_ **No**

**14. Section 8.5 of the Bylaws shall be amended to read as follows:**

8.5 Working Capital. In addition to the assessments provided for herein, any transfer of title to a Lot will require the new Owner to provide the Association a contribution to the working capital in the amount of two (2) months' worth of the annual assessment. The working capital contribution may be used by the Association for any purpose not expressly prohibited by this Declaration or Florida Law, including defraying its operating budget. ~~Initial Capital Contribution.~~ ~~After the issuance of a Certificate of Occupancy and the sale of a home on a Lot to the first purchaser, the first purchaser shall pay to the Association an initial non refundable capital contribution in the amount of \$275.00.~~

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**Issue #15:**

\_\_\_\_\_ **Yes**                                  \_\_\_\_\_ **No**

**15. Section 8.5 of the Bylaws shall be amended to read as follows:**

8.7 Interest on Assessments. All Assessments and installments of such assessments paid on or before thirty (30) days after the date when due shall not bear any interest. However, all assessments and installments of assessments specified in this Article VIII, which are not paid on or before thirty (30) days after the date when they are due shall bear interest at the highest rate permissible by Florida Law, as may be amended, ten percent (10%) per annum from and after such thirty (30) days until paid. All payments toward the assessments shall be applied first to interest and then to the assessment payment first due.

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**Issue #16:**

\_\_\_\_\_ **Yes**                                  \_\_\_\_\_ **No**

**16. Section 8.8 and Section 8.10 of the Bylaws shall be amended to read as follows:**

8.8 Lien for Assessments. The Association shall have a lien on a Lot for all unpaid assessments applicable and chargeable to the Owner of such Lot, together with interest thereon and cost of collection specified below. The Lien shall be superior to all other liens and encumbrances on the Lot, except for the lien for ad valorem taxes and the lien for all sums which the Owner of such Lot is obligated to pay under any first Mortgage encumbering such Lot duly

recorded in the public records of Polk County, Florida. All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in the public records, shall be deemed to consent to the liens and assessments of the Association and such other liens and encumbrances shall be inferior to future liens for assessments of the Association whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. The Association may, but is not obligated to as a prerequisite to enforcing its lien rights, record in the public records of Polk County, Florida, a notice of the lien setting forth the amount of any delinquent assessment. A sale or transfer of any Lot shall not affect the assessment lien. The lien shall relate back to the date on which the Declaration of the Association was recorded. However, as to first mortgages of record, the lien is effective from the recording of a claim of lien in the public records of Polk County. The Claim of Lien must state the description of the Lot, the name of the record Owner of the Lot, the name and address of the Association, the assessment amount due, and the due date of the assessment. The Association's continuing lien and Claim of Lien secures all unpaid assessments authorized hereunder, interest, late fees, collection costs, and attorneys' fees and costs due and that may accrue subsequent to the recording of the Claim of Lien and before entry of a Certificate of Title. Further, regardless of how a person acquires title to a Lot, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, the Owner is liable for all assessments authorized hereunder, interest, late fees, collection costs, and attorneys' fees and costs that come due while such person owns the Lot. Additionally, each Owner is jointly and severally liable with the prior Owner of the Lot for all assessments authorized hereunder, interest, late fees, collection costs, and attorneys' fees and costs that come due up to the time of transfer of title. This liability is without prejudice to any right the current Owner of the Lot may have to recover any amounts paid by the current Owner from the prior Owner of the Lot. Notwithstanding anything to the contrary herein, the Association shall not be jointly and severally liable as the prior owner or anyone else if the Association acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure.

8.10 Rights of Mortgagee. The lien of assessments provided for herein shall be subordinate to the lien of any first Mortgage. The sale or transfer of a Lot pursuant to mortgage foreclosure of a first Mortgage or a proceeding in lieu thereof shall not affect the lien for unpaid assessments which fell due prior to the date of the sale or transfer. Such transfer shall not affect the liability for assessments of the lien for assessments falling due after the date of sale or transfer. The maximum amount of assessments for which a financial institution holding a first Mortgage of record on any Lot which acquires title by foreclosure or deed in lieu of foreclosure is liable shall be as provided by Chapter 720, Florida Statutes (2019), as may be amended, from time to time. Financial institutions that acquire title by foreclosure of a first Mortgage of record on any Lot or deed in lieu of foreclosure shall be liable for all assessments accruing after their acquisition of title. Any third party who acquires title of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall further be jointly and severally liable with the previous Owner(s) for all unpaid assessments that came due up to the time of transfer of title. Notwithstanding the foregoing, nothing shall prevent the Association from meeting any obligations of the Owner under any mortgage or lien superior to the lien of the assessments in order to protect its lien; if so done, all such expenditures, including all costs and reasonable attorneys' fees shall also become part of the assessment protected by the lien. There shall never be any obligation of the Association to undertake such expense, only the right to do so at its sole discretion. Notwithstanding anything to the contrary contained in this Declaration, when a Mortgagee acquires title to a Lot as a result of the foreclosure of a Mortgage

~~or when the Mortgagee accepts a deed to the Lot in lieu of foreclosure, such Mortgagee, its successors and assigns, shall not be liable for the assessments by the Association pertaining to such Lot which become due prior to acquisition of title as a result of such foreclosure or acceptance of a deed in lieu of foreclosure unless a notice of lis pendens was filed in connection with a foreclosure of a lien for assessments prior to the recording of the fore closed Mortgage. Such unpaid assessments shall be deemed to be common expenses collectable from all of the other Owners, including such entity acquiring title as a result of such foreclosure or deed in lieu of foreclosure. The new Owner by virtue of acquiring such title shall forthwith become liable for payment of assessments.~~

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**Issue #17:**

\_\_\_\_\_ **Yes**                      \_\_\_\_\_ **No**

**17. A new Section 8.11 shall be added to the Bylaws which shall read as follows:**

Section 14. Individual Assessments. The Association may impose an individual assessment upon any Owner whose use or treatment of Common Areas, or a Lot is not in conformance with a restriction, rule, condition, convenient, reservation as adopted by the Association or which increases the maintenance cost to the Association above that which would result from compliance by the Owner with the use restrictions imposed by this Declaration. By example and not by way of limitation, the Association may impose an Individual Assessment upon any Owner who violates the terms of the Declaration and legal counsel is employed or retained to pursue the Owner for a violation of this Declaration. All attorneys' fees and costs incurred shall be the subject of said individual assessment regardless of whether said attorneys, fees and costs are incurred before trial, at trial, or in any administrative or statutorily required proceeding, such as mandatory presuit mediation, or on appeal.

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The undersigned ratifies and confirms any and all acts and things that the proxy may do or cause to be done in the premises, whether at the meeting referred to above or at any change, adjournment, or continuation of it, and revokes all prior proxies previously executed. This proxy must be received by the Association no later than the date and time for the meeting.

**ONLY ONE OWNER MAY EXECUTE THIS PROXY.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Owner Signature  
Print Name: \_\_\_\_\_

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SUBSTITUTION OF PROXY – NOT FOR OWNER TO SIGN

The undersigned, appointed as proxy above, does hereby designate \_\_\_\_\_ to substitute for me in the proxy set forth above.

Date: \_\_\_\_\_

\_\_\_\_\_  
PROXY HOLDER

(This proxy shall not be valid for a period longer than 90 days after the date of the first meeting for which it was given).