

Resolution #1

Use Restriction 13.6 Adopted March 2, 2009

At the regularly scheduled meeting of the Lancaster Board of Directors, duly noticed and held on Wednesday, March 1, 2009 in the Kings Ridge Clubhouse, upon motion duly made, seconded, and approved, the following resolution was adopted.

THEREFORE, BE IT RESOLVED, that Use Restriction No. 13.6 of the Lancaster Neighborhood Document Book concerning parking is hereby deleted and the following Use Restriction No. 13.6 Parking and Road Regulations substituted in its place.

27. Parking and Road Regulations

A. Recreation Vehicles, Camper Trailers, and all vehicles with living/sleeping facilities. (RV)

1. If the driveway can physically accommodate the RV, then the RV may be temporarily parked in the driveway for a maximum of 24 hours. Parking on the grass areas not permitted, nor may the RV extend into the street. Parking in the street not permitted at any time.

2. Guests or homeowner may not occupy RV at any time while parked in the driveway.

3. Exterior repairs (other than in the event of an emergency) of the parked RV not permitted at any time. Usual and customary maintenance is permitted during the temporary parking period.

4. RV parking time may be extended in increments of 24 hours for sufficient reason upon request to, and approval of, the neighborhood President or his/her designate. Maximum stay is 48 hours.

B. Privately Owned Vehicles (POV)

1. POV includes passenger cars of any manufacturer's design, SUV's pick-up trucks, mini-vans, station wagons, and similar vehicles if used by occupant on a daily basis for normal transportation.

2. POV of occupants and guests may be parked in the driveway at any time.

3. Covers not permitted to remain on POV parked in the driveway for more than 72 hours in any 30 day period.

4. Guests may park in the street while temporarily visiting home occupants. Park vehicle on one side of the street and only on the pavement. Overnight parking in the street not permitted without specific approval of neighborhood President or his designate.

5. POV with advertising owned by home occupant(s) must be parked within the garage at all times, governmental vehicles are exempt if occupant is required to have such vehicle at home 24/7.

6. Parking (and driving) on unpaved areas not permitted under any circumstances at any time, as this may damage grass and plants and more critically, the irrigation system.

C. Boats, Commercial Trucks, Vans and Trailers

1. Parking not permitted within the community at any time without specific written approval of the President of the Kings Ridge Board of Directors and the Chair of the Architectural Control Committee, except in the garage of a home.

2. Boats, vans and trailers may be temporarily parked in the driveway as provided by the rules for recreation vehicles.

D. Rules of the Road

1. Posted speed limits and traffic signs shall be observed throughout the community by all drivers of vehicles, no matter how powered.

2. Pursuant to applicable Florida Statutes, all vehicles, no matter how powered, shall travel on the right side of the road throughout the community.

3. Where available, pedestrians and joggers shall utilize sidewalks or in the absence of sidewalks, use the designated pedestrian pathway on neighborhood streets. However, it is recommended that pedestrians walk on that side of the road facing traffic. Note that some concrete walkways are not sidewalks but rather golf cart paths.

4. Golf carts or other motorized vehicles not permitted to travel on sidewalks. On neighborhood streets golf carts may travel in or near the designated pedestrian lane, however, the pedestrian or jogger always has the right-of-way.

5. Responsible and knowledgeable drivers, at least 14 years of age, shall operate golf carts in a responsible manner.

MOVED AND AGREED TO this 2nd day of March, 2009, in which a quorum was present.

Steve Silpe Secretary
Lancaster Neighborhood Association

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR LANCASTER NEIGHBORHOOD

RESOLUTION #2

ASSESSMENT COLLECTION POLICY

Whereas, the Lancaster Board of Directors desires to have an effective assessment collection policy, and Whereas, Section 7 paragraph 7.1. empowers the Board to fix and collect the amount of the annual and other Assessment and/or where appropriate, charges against or due from, each owner including but not limited to, fines, liens enforcement, and other necessary legal proceedings, and pay, or cause to be paid, all obligations of the Neighborhood Association or where the Neighborhood Association has agreed to do so, of the Owners, and empowers the Board to fix, levy, collect and enforce payment of the assessments.

Therefore, be it resolved that the Board adopts the following collection policy for the Association effective upon written notice to members of the Association:

1. Assessments, as approved by the Board, are due and payable on a MONTHLY/QUARTERLY/SEMI-ANNUAL/ANNUAL basis. The first payment is due on the first day of January.
2. The Association shall mail to members at their last known address, as reflected on the Association's records, payment coupons and return envelopes air the annual operating budget has been adopted.
3. Any member assessment not paid within ten (10) days after the due date shall bear simple interest from the due date at the rate of 18% per annum.
4. Any member assessment not paid within thirty (30) days after the due date shall bear a late fee in the amount of \$25.
5. If an assessment remains unpaid after thirty (30) days, a notice of intent to file lien may be mailed. A charge is assessed to the member's account.
6. If an assessment remains unpaid area seventy-five (75) days, the Association, through its managing agent, may file a lien against the proper. A charge is assessed to the member's account.
7. If the assessment remains unpaid forty-five (45) days after the filing of a lien, the Board may direct Management to forward the account to the Association's attorney for collection and/or foreclosure of the lien. A charge is assessed to the member's account.
8. Requests for payment agreements must be made in writing and approved by the Board. Members in default of approved payment agreements will revert to the collection schedule outlined above without further notice.

MOVED AND AGREED TO this 2nd day of February, 2009, in which a quorum was present.

Steve Silpe Secretary
Lancaster Neighborhood Association

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR LANCASTER NEIGHBORHOOD

RESOLUTION #3

HOUSING FOR OLDER PERSONS and FOR SALE or LEASE GUIDELINES

In order to maintain a community of congenial residents and to preserve the age restrictions set forth in Kings Ridge Declarations of Restrictive Covenants, Article IX Sections 2, the Lancaster Board of Directors, on March 2, 2009, adopts the following For Sale or Lease Guidelines

SECTION 14, HOUSING FOR OLDER PERSONS, PARAGRAPH 14.1 AGE OF RESIDENTS

AGE OF RESIDENTS.. each home must be occupied by at least one (1) person fifty-five (55) years of age or older. Person under the age of fifty-five (55) years and more than eighteen (18) years of age may occupy and reside in a Home as long as at least one of the occupants is over the age of fifty-five years. No person under the age of eighteen (18) may be a permanent occupant of any Home, except that persons under the age of eighteen (18) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days total in any calendar year. Notwithstanding the above, if a Home is transferred by inheritance, the requirement of the Home being occupied by a person over the age of fifty-five (55) years is waived as to occupancy by the heirs so long as no permanent occupant is under the age of eighteen (18) years..

SECTION 14, HOUSING FOR OLDER PERSONS, PARAGRAPH 14.2 SALE OR LEASE

NO OWNER may dispose, sell, assign, convey, transfer, give away, trade, lease, rent or lend any Home and/or Homesite without first notifying in writing the Community Association through its Board of Directors.

A. Written notice of sale. conveyance. transfer (attached) shall be given to the Community Association no more than thirty (30) days prior to the sale, conveyance or transfer.

1. A For Sale Sign Application (attached) is required to display a sign.
2. The intended purchaser shall provide to the Community Association an age affidavit (attached) that has been signed by the intended occupant of the Home and/or Homesite with proof of age acceptable to the Community Association of that intended occupant.

B. Written notice of lease or rent (attached) shall be given to the Community Association no more than thirty (30) days prior to any lease or rental. Owner shall provide to the Community Association an age affidavit (attached) that has been signed by the intended occupant of the Home and/or Homesite with proof of age acceptable to the Community Association of that intended lease.

1. The owner shall provide to the Community Association a copy of the proposed lease or other similar agreement.

C. Written notice of obtained title to or any interest in a Home and/or Homesite by gift. devise. foreclosure sale.. tax sale. tax deed. judicial sale. bank sale or by any other manner shall be given to the Community Association no more than thirty (30) days prior to the transfer.

FAILURE TO GIVE NOTICE

1. If written notice, required information and/or other required documents are not given to the Community Association in the time provided, then the Community Association, The Community Association's disapproval may occur at any time after receiving knowledge of the transaction, conveyance or ownership.

DISAPPROVAL BY THE COMMUNITY ASSOCIATION

1. If the Community Association disapproves a sale, lease, rental, conveyance or any other transfer of ownership of a Home and/or Homesite, or any interest in a Home and/or homesite, based on the age of the intended purchaser (see Amendment 2, Declaration of the Covenants), tenant, lesser, renter and/or occupant, or if the disapproval is based on the failure to provide the written notice, required information and/or other required documents to the Community Association in the time provided, the matter shall be disposed of in the following manner:
 - SALE- Owner shall be advised by the Community Association of the disapproval in writing, and the sale shall not be made. If the sale or transfer has already occurred, such sale or transfer shall be considered null and void and as if it had never occurred. Any recorded documents shall be invalid and will not be recognized by the Community Association and cannot be used to validate the sale or transfer in any administrative or legal proceeding. The selling Owner shall take any and all necessary actions to remove the purchaser from the Home and/or Homesite within seven (7) days from the date the selling Owner is advised of the disapproval, including, without limitation, instituting all necessary legal actions.
 - LEASE OR RENT - Owner shall be advised by the Community Association of the disapproval in writing and the lease or rental shall not be made. If the lease or rental has already occurred, any lease, contract or other similar agreement shall be considered null and void and as if it had never occurred. If the proposed renter, tenant or lessee is in possession of the Home and/or Homesite at the time the lease or rental is disapproved, the Owner shall take any and all necessary actions to remove the renter, tenant or lessee from the Home and/or Homesite within seven (7) days from the date the Owner is advised of the disapproval, including, without limitation, instituting all necessary legal actions.
 - OBTAINED TITLE - Owner shall be advised by the Community Association of the disapproval in writing. The Owner shall then within twenty-one (21) days begin the process of selling, transferring, renting, leasing or conveying the Home and/or Homesite or that Owner's interest in the Home and/or Homesite, to another party, subject to the same approval process as any other sale, transfer, rental, lease and conveyance. The Owner shall diligently move forward with such sale, transfer, rental, lease or conveyance so that it is completed no later than sixty (60) days following receipt of the disapproval from the Community Association, and the Owner shall not unreasonably delay in such sale, transfer, rental, lease or conveyance. The reasonableness of the Owner's action(s) shall be in the sole discretion of the Community Association through its Board of Directors. If the Owner is making, in the sole determination of the Community Association through its Board of Directors, a good faith effort to sell, transfer, rents lease or convey the Owner's title or interest in a Home and/or Homesite, the Community Association may, but is not required to, grant an extension beyond the sixty (60) days to complete such sale, transfer, rental, lease or conveyance.

NOTICE BY MAIL

1. Notice will be sent to the address that appears in the Community Association's records for that Owner.
2. The mailing shall be deemed delivered and effective for all purposes five (5) days after such mailing is made in a regular depository of the United States Postal Service.

UNAUTHORIZED TRANSACTIONS

1. Any sale, conveyance, purchase, lease, rental, gifts inheritance, devise or any other transfer of a Home and/or Homesite, or any interest in a Home and/or Homesite, which has been disapproved pursuant to the terms of this Community Declaration shall be null and void unless subsequently approved by the Community Association.

EXCEPTIONS

1. The foregoing provisions of Article in, Section 3 of the Community Declaration shall not apply to a sale to, purchase by, conveyance to or other transfer of a Home and/or Homesite to an institutional lender, including without limitation a bank credit union and savings and loan, which acquired its title as the result of holding or owning a mortgage upon the Home and/or Homesite at issue.
2. This exception shall apply whether the title to the Home and/or Homesite is acquired by the institutional lender by deed from the mortgagor or the mortgagor's successor in title or through foreclosure proceedings. If a Home and/or Homesite is sold to, purchased by, conveyed to or transferred by any other means to an institutional lender, that institutional lender shall be bound by the terms and conditions of the Community Declaration.

MOVED AND AGREED TO this 2nd day of March, 2009, in which a quorum was present.

Steve Silpe Secretary
Lancaster Neighborhood Association

LEASING POLICY FOR LANCASTER AT KINGS RIDGE HOA

RESOLUTION #4

Submittal requirements for all applications for approval to Lease homes within the Lancaster at Kings Ridge Neighborhood Association, Inc.

Guidelines Based on the DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR LANCASTER NEIGHBORHOOD.

○ ARTICLE 13. USE RESTRICTIONS & ARTICLE 14. HOUSING FOR OLDER PERSONS
Sections 13.24 Leases; Section 13.25 Occupancy; Section 14.1 Ages of Residents; Section 14.2 Sale or Lease & Section 14.3 Change of Occupancy

LEASE REQUIREMENTS:

- No portion of a home (other than entire home) may be rented.
- All leases shall be submitted to the Association for approval 4 weeks prior to the start of the lease.
- All leases must be submitted to the association.
- The owner is responsible to provide the Association with a copy of a background check on each occupant. The background check must include age verification and criminal background check.
- In the event of a change of occupancy as a result of a lease, the owner of the home shall immediately notify the Board in writing and provide to the Board the names and ages of all current occupants of the home.
- If the owner fails to notify the board and provide all required information within 10-days after the change in occupancy occurs, the Association may levy monetary fines against the Owner of the Home for each day the change in occupancy occurs until the Association receives the required action and information, regardless of whether the occupants continue to meet the requirements of this regulation.
- All leases must include a statement IN CONSPICUOUS TYPE: that states the following:
 - **The Association shall have the right to terminate the lease and evict, or otherwise remove, the occupants upon default by the tenant in observing any of the provisions of the Declaration, By-Laws, rules and regulations, agreements, documents or instruments of the Association.**
 - **Failure to comply with the requirements and restrictions of the Lancaster Neighborhood shall constitute a default under the lease.**
 - **Homes in Lancaster Neighborhood are intended for occupancy by persons fifty-five (55) years of age or older, as set forth in the documents.**
- Leasing the home is subject to the prior written approval of the association and the Association may reject the leasing of any Home for reasons related to the protection, preservation, and proper operation of the community.
- No lease will be for a term less than ninety (90) days.
- Only two (2) leases shall be permitted within a 365-day period.
- Each Home shall be leased and used as a residence only.
- Occupants of an APPROVED leased home must be the following persons
 - At least one (1) person fifty five (55) years of age or older.
 - Persons under the age of fifty-five (55) years and more than eighteen (18) years of age may occupy and reside in a home as long as at least one of the occupants is fifty-five (55) years of age or older.
 - No persons under the age of eighteen (18) years may be permitted to be an occupant of any home.
 - Persons under the age of eighteen (18) years may be permitted to visit and reside temporarily for periods not to exceed thirty (30) days in a total calendar year.

LEASING POLICY FOR LANCASTER AT KINGS RIDGE HOA (CONT.)

- Under NO CIRCUMSTANCES may more than one family reside in a home at one time.
 - “Families” or words of similar import used herein shall be deemed to include the following: spouses, parents, parent-in-law, brother and sister.
 - In no event shall occupancy (except by temporary visiting guests) exceed two (2) persons per bedroom with a maximum of four (4) persons per home.
 - The Association Board of Directors has the power to authorize occupancy of a home by persons in addition to those authorized herein.
- A Security Deposit in the amount of one (1) month’s rent must be submitted to the Association and will be deposited into an Escrow account maintained by the Association.
 - The Security deposit shall protect against damages to the Common Areas of the Association’s property.
 - Within fifteen (15) days after the tenant vacates the home, the Association shall refund the full security deposit or give written notice to the tenant of any claim made against the security.
 - Disputes under this section shall be handled in the same fashion as disputes concerning security deposits under Section 83.49 of the Florida Statutes.
 - The owner shall be jointly and severally liable with the tenant to Association for any amount in excess of sums which is required by Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant.
- **Effective July 1, 2010 Florida Statute 720.3085(8) states that a Tenant may be required to make lease payments directly to Lancaster Neighborhood Association, if the Association requests such payments, in the event that the homeowner becomes delinquent in paying any Association dues and/or assessments.**

MOVED AND AGREED TO this 13th day of September, 2010, in which a quorum was present.

Bernadette duBuss Secretary
Lancaster Neighborhood Association

See Delinquent Fee Collection from Rental Property Below.

LANCASTER AT KINGSRIDGE

Delinquent Fee Collection from Rental Property

Lancaster Board of Directors has passed the attached motion regarding the approval process for homeowners within Lancaster who elect to lease their property. Additionally, they approved a policy for collecting delinquent association fees, by interceding and collecting the rental payments to pay for the delinquent fees. In order to do that, the following steps will be implemented.

1. Identify those delinquent owner whose dwelling in currently occupied by a tenant.
2. Mail by certified and regular mail, hand deliver or serve via process server (whichever is required for the specific circumstances) a letter to the identified tenants (copy to the owner) requesting that their current payments be made directly to the Association until the balance owed by the owner is paid in full.
3. Take eviction action if the tenant does not pay rent to the Association, as requested if such action is approved by the Board of Directors vote on a case by case basis
4. Follow the procedures for collecting the rent payments for the tenant as outlined in the July 14,2010 letter from Taylor & Carls, P.A. (attached)

Moved and passed on this 13th day of September 2010

BERNADETTE duBUSS Secretary
Lancaster Neighborhood Association