



Rainbow Springs Property Owners Association, Inc.

Governing Documents - Combined & Searchable

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Adopted 2025

RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
RAINBOW SPRINGS

RSPOA DECLARATION

This Declaration, which was originally recorded as the Restrictive Covenants in Official Records Book 572, Page 276 of the Public Records of Marion County, Florida and modified by the Modification of Restrictive Covenants recorded in Official Records Book 642, Page 566 and amended by the Declaration of Covenants, Conditions, Restrictions and Easements for Rainbow Springs recorded in Official Records Book 964, Page 250 and further amended by the Restrictive Covenants For Multi-Family Lots For Rainbow Springs recorded in Official Records Book 964, Page 270, and further amended by the Restrictive Covenants For Residential Lots For Rainbow Springs recorded in Official Records Book 964, Page 275, and further amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Rainbow Springs recorded in Official Records Book 996, Page 774, and further amended by the Amendment to Restrictive Covenants for Residential Lots for Rainbow Springs recorded in Official Records Book 996, Page 776, and further amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Rainbow Springs recorded in Official Records Book 997, Page 1919, and further amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Rainbow Springs and Other Specified Document Collateral Thereto recorded in Official Records Book 1015, Page 1920, and further amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Rainbow Springs recorded in Official Records Book 1031, Page 619, and further amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Rainbow Springs and Collateral Documents Thereto recorded in Official Records Book 1072, Page 1692, and further amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 1396, Page 1120, and further amended by the Declaration of Party Wall Easement, recorded in Official Records Book 1479, Page 1452, and further amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 1529, Page 1039, and further amended by the Declaration of Covenants, Conditions, Restrictions and Easements Rainbow Springs, Ltd., recorded in Official Records Book 2001, Page 1152, and further amended by the Amendment to Supplemental Declaration of Restrictive Covenants for Residential Lots, recorded in Official Records Book 2106, Page 586, (hereinafter the "Declaration") hereby restates and incorporates all of the foregoing covenants, restrictions, modifications and amendments into this Declaration and shall supersede and replace all of the prior covenants and restrictions and shall bind and subject the real property described in Exhibit "A", attached, to all of the terms and conditions, covenants and restrictions, which said real property shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions contained herein, which shall run with the land and bind all current residential property owners and their successors and/or assigns, guests, tenants and invitees.

This Declaration was approved pursuant to the requirements of Section 720.403 – 720.407, Florida Statutes by the written consent of a majority of the residential Lot Owners whose real property is subject to the covenants and restrictions contained in this Declaration. Any modifications or amendments to the covenants and restrictions for Rainbow Springs shall be made to this Declaration and shall take effect upon recording in the Public Records of Marion County, Florida.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "**Association**" shall mean and refer to the RAINBOW SPRINGS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors or assigns.
- (b) "**Architectural Control Board**" or "ACB" shall refer to the individuals designated in accordance with Article VII, Section 1 with responsibility for reviewing and approving construction projects.
- (c) The "**Properties**" shall mean and refer to the Existing Properties, and additions thereto, as are subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.
- (d) "**Common Areas**" are properties owned by the Association and devoted to and intended for the common use and enjoyment of the owners, their families, guests, persons occupying dwelling places or accommodations of owners on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association, provided however, that in any lands which are leased by the Association for use as Common Areas shall lose their character as Common Areas upon the expiration of such lease.
- (e) "**Residential Lot(s)**" shall mean and refer to any parcel of land located within the Properties, which is intended for use as a site for a single family dwelling or patio dwelling shown upon any recorded final subdivision map of any part of the Properties.
- (f) "**Multifamily Lot(s)**" shall mean and refer to any parcel of land located within the Properties intended for use as a site for multifamily dwellings including condominium regimes, townhouses, cooperative apartments or apartments.
- (g) "**Family Dwelling Unit(s)**" shall mean and refer to each one-family dwelling structure constructed upon a Residential or Multi-Family Lot. For example, a single family residence and an apartment are both Family Dwelling Units.

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- (h) **"Public and Commercial Lot(s)"** shall mean and refer to any parcel of land within the Properties, intended for use as a site for improvements designed to accommodate the following commercial or business enterprises: businesses and professional offices, facilities for the retail sale of goods and services, banks and other financial institutions, places of worship, community, civic, social and cultural clubs, libraries, nursery and other schools, schools of special instruction, medical centers, hospitals, clinics, nursing care, rest and convalescent homes, charitable institutions, restaurants, hotels, motels, inns, theaters, lounges, recreational facilities, marinas, transportation terminals or stations, automobile parking facilities and gasoline stations and accessory uses for the foregoing uses.
- (i) **"Public and Commercial Unit(s)"** shall mean and refer to any building or buildings constructed upon a Public and Commercial Lot.
- (j) **"Industrial Lot(s)"** shall mean and refer to any parcel of land within the Properties intended for use as a site for improvements designed to accommodate the following uses: any use permitted on a Public and Commercial Lot, warehouse, storage yard, carpentry shop, garage, metal working shop, light manufacturing, laundry, and accessory uses for the foregoing uses.
- (k) **"Industrial Unit(s)"** shall mean and refer to any building or buildings constructed upon an Industrial Lot.
- (l) **"Lot(s)"** shall mean and refer to a Residential Lot, Multifamily Lot, Public and Commercial Lot or Industrial Lot or all of them as the context would require.
- (m) **"Unit(s)"** shall mean and refer to a Family Dwelling Unit, Public and Commercial Unit or Industrial Unit or all of them as the context would require.
- (n) **"Unimproved Lot"** shall mean and refer to a Lot upon which construction of a Unit has not, in the opinion of the Architectural Control Board, been substantially completed.
- (o) **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit, or the purchaser under an agreement for deed.
- (p) **"Member"** shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.
- (q) **"Declarant"** shall mean and refer to CONTEXT-RAINBOW SPRINGS CORP., a Florida corporation and RAINBOW SPRINGS CORPORATION, a Tennessee corporation authorized to do business in the State of Florida and their successors and assigns.
- (r) **"Acre Lot"** shall mean and refer to any Residential Lot containing more than 43,560 square feet of land.
- (s) **"Half Acre Lot"** shall mean and refer to any Residential Lot containing more than 15,000 square feet but less than 43,560 square feet of land.
- (t) **"Quarter Acre Lot"** shall mean and refer to any Residential Lot containing more than 8,000 square feet but less than 15,000 square feet of land, and not designated as a Patio Lot.
- (u) **"Patio Lot"** shall mean and refer to any Residential Lot designated for a patio home, and generally, but not necessarily, shall contain less than 8,000 square feet of land.
- (v) **"Utility"** shall mean and refer to any public or private organization furnishing a service, such as water, sewer, electricity, gas or television cable to the Properties.
- (w) **"Living Space"** shall mean and refer to an area covered by a roof and enclosed by walls and shall not include patios, carports and the like.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Marion County, Florida and is more particularly described as in the attached Exhibit "A" to this Declaration. All of the real property shall sometimes be referred to herein as the "Existing Property." Declarant may from time to time bring other land under the provisions hereof by recorded amendments and resolutions. The supplemental declarations may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration, as may be necessary and convenient, in the judgement of the Declarant to reflect the different character, if any, of the added properties but such modifications shall have no effect on the property described in this Section.

Section 2. Merger or Consolidation. Upon a merger or consolidation of the Association with any other association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be added to the properties, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by the Declaration within the Properties together with the covenants and restrictions established

upon any other property as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Properties.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a member of the Association. Membership in the Association is not severable from ownership and no member may resign from the Association. The Declarant shall be a member of the Association.

Section 2. Voting Rights. Each Member shall have the following voting rights:

- (a) Owners of Residential Lots and Family Dwelling Units shall be entitled to one vote for each Residential Lot or Family Dwelling Unit owned. Provided however, that the construction of a Family Dwelling Unit upon a Residential Lot shall not increase the number of votes for the ownership of such Lot.
- (b) Owners of Multifamily Lots, Public and Commercial Lots and Industrial Lots shall be entitled to one vote for each .5 of an acre contained in such Lot; provided, however, that in computing the number of votes, such member shall have the area contained in such property rounded off to the nearest .5 of an acre.
- (c) Owners of Public and Commercial Units and Industrial Lots shall be entitled to one vote for each 1,500 square feet of area covered by roof, awning, or canopy or similarly protected from the elements, (this shall hereafter be called "Covered Area"), contained in the Unit which he owns; provided, however, that in computing the number of votes such member shall have, the square footage of covered area rounded off to the nearest 1,500 square feet.

Declarant shall have the right to elect one (1) member of the board of directors until such time as Declarant no longer holds the title to any portion of the properties.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Ownership. The Common Areas shall not be conveyed to any entity or person other than the Association. Beginning upon the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner and for the payment for licenses and permits and of taxes assessed against the Common Areas and any improvements and any personal property thereon accruing from and after the date this Declaration was recorded. Declarant shall have the right time to time to enter upon the Common Areas during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Common Areas that Declarant elects to build, such election being at Declarant's sole option with no warrants or representations being made thereto.

Section 2. Owner's Easements. Each Owner and each tenant, agent and invitee of such Owner shall have a permanent and perpetual easement for the use of all Common Areas in common with all other Owners, their tenants, agents and invitees, subject to the following:

- (a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the various plats of the Properties from time to time recorded.
- (b) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by an Owner for any period during which any assessment against his property remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.
- (c) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas.
- (d) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.

The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, subject to the regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations.

Section 3. Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas (upon completion of construction by Declarant), including, but not limited to, all recreational facilities, landscaping, paving, drainage structures, street lighting fixtures and appurtenances. The Declarant and the Association shall have the right to protect the Common Area erosion by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as seawalls, bulkheading, or other means, deemed expedient or necessary. The Association shall take necessary steps to provide and insure adequate drainage ways, canals or lagoons in Common Areas

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to cut firebreaks, remove diseased, dead or dangerous trees and carry out other similar activities. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI hereof; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of an Owner or by the failure of an Owner to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Owner. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

Section 4. Utility Easements. Utilities may be installed underground in the Common Areas when necessary for the service of the Properties, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 5. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have permanent and perpetual easement for ingress and egress over and across the Common Areas.

ARTICLE V MAINTENANCE OF PUBLIC RIGHTS OF WAY

The Association may, though it is not obligated to do so, maintain, repair and replace the public rights of way and appurtenances thereto located in the Properties including but not limited to landscaping, paving, drainage, and street lighting. All work pursuant to this Article shall be paid for through assessments imposed in accordance with Article VI hereof.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Declarant covenants, and each Owner of any Lot or Unit shall by acceptance of a deed or agreement for deed therefore, whether or not it shall be so expressed in such deed or agreement for deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments ("Annual Assessments"); and (2) special assessments ("Special Assessments"), such Annual and Special Assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the improvement, maintenance, and operation of the Common Areas, the roads and drainage areas located in the public rights-of-way located within the Properties (to the extent such is not provided for by municipal, county and state government, including periods when maintenance bonds are in effect), provide for the staff and expenses, if any, of the ACB and the enforcement of the General and Supplemental Restrictions hereby imposed, provide guard service and security forces to the Properties, and, to provide services which the Association is authorized to provide including but not limited to, the payment of taxes and insurance thereon, construction of improvements, repair, replacement, and additions to the Common Areas, payment of the cost of labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges in connection with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including mortgages encumbering the Common Areas at the time of conveyance to the Association.

Section 3. Basis and Maximum for Annual Assessments. Except as otherwise provided herein, the annual assessments shall not be more than the sums calculated in accordance with the following schedule:

DESCRIPTION	AMOUNT
Residential Lot (Unimproved)	\$50.00
Family Dwelling Unit	\$50.00
Multifamily Lot (Unimproved)	\$50.00 (per acre)
Public and Commercial Lot (Unimproved)	\$50.00 (per acre)
Industrial Lot (Unimproved)	\$50.00 (per acre)
Lots for churches, hospitals, or schools owned by a non-profit institution (Unimproved)	\$5.00 (per acre)
Public and Commercial Unit	\$.25 (per sq ft)
Industrial Unit	\$.25 (per sq ft)
Churches, hospitals, schools or buildings owned by a non-profit institution	\$.025 (per sq ft)

All acreage not subdivided into Lots belonging to the Declarant contained within the Properties shall be assessed at the rate of \$10.00 per acre. In calculating the amount of acreage owned by the Declarant, the following types of land shall not be included:

Land located below the high water mark of any body of water adjacent to the properties, land intended for use as the site of roads, parks, green belts or conservatory areas, trails, walks, and common properties.

All assessments charged by the Association shall be rounded off to the nearest \$1.00.

From and after 1982, the maximum Annual Assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

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From and after 1982 the maximum Annual Assessment may be increased above 3% by a vote of the members who are voting in person or by proxy at a meeting duly called for this purpose.

The board of directors of the Association may fix the Annual Assessment in an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of levying an Annual Assessment or Special Assessment shall be sent to all Members not less than 10 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast 35% of all the votes of the membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on January 1, 1980. The board of directors shall fix the amount of the Annual Assessment against each Lot and Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the Annual Assessment shall be sent to every Owner. The due dates and time for payment which may be monthly, quarterly, semi-annually, or annually shall be established by the board of directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on the specified Lot or Unit has been paid.

Section 7. Collection of Assessment: Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of the Association. The Association shall collect assessments directly from the Owners. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot or Unit against which each such Assessment was made. Notwithstanding the preceding sentence, any individual who acquires title to a Lot or Unit upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot or Unit.

If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date when due at the rate of ten (10%) percent per annum or the highest rate permitted by law, not to exceed fifteen (15%) percent whichever is greater and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid, or may foreclose the lien against the Lot or Unit on which Assessment is unpaid, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, attorney's fees and costs of preparing and filing the claim of lien, the complaint in such action, and suit thereon.

It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments hereunder.

Section 8. Subordination of the Lien to Mortgages. The lien of the Assessment provided for in the Article VI shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state or federal bank or savings and loan association, an insurance company, trust company, finance company, savings bank or credit union. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid Assessment which cannot be collected as a lien against any Lot or Unit by reason of the provisions of this Section 8, shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots and Units including the Lot or Unit as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 9. Effect on Declarant. Notwithstanding any provision that may be contained to the contrary, for so long as Declarant is the owner of any Lot or Unit, the Declarant shall not be liable for Assessments against such Lot or Unit provided that Declarant funds any deficit in operating expenses of the Association. Declarant may, at any time, commence paying such Assessments as to Lots or Units that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association.

Section 10. Trust Funds. The portion of all regular assessments collected by the Association to reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association in trust for the Owners as their interests may appear.

ARTICLE VII ARCHITECTURAL CONTROL BOARD

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Section 1. Architectural Control Board. There is appointed for the purposes and with the powers hereafter expressed, an architectural control board (the "ACB"). A majority of the ACB may take any action that the ACB is empowered to take, may designate a representative to act for the ACB and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the ACB, so long as the Declarant shall own any of the Properties, the Declarant shall have full authority to designate a successor. When all of the Properties and the Common Areas have been conveyed to purchasers and the Association, respectively, the members of the ACB shall be appointed by the Association. The members of the ACB shall not be entitled to any compensation for services performed as members of the board. The Members, other than Declarant, shall have a right to appoint one (1) member to the ACB.

Section 2. Construction. No building, fence, wall, swimming pool or other structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change in alteration therein or change in the exterior appearance thereof or change in landscaping be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony to external design and location in relation to surrounding structures and topography by the ACB. The ACB may establish architectural criteria to be applied in determining whether to approve a design for construction. Such criteria should include the size, styling, materials, colors, roofscape, garages, driveways, fences and screens, and landscaping. The Association may, in its sole discretion, require a reasonable fee for review of said plans and specifications and inspections of the construction.

Section 3. Plans and Specifications. Plans and specifications for final approval shall include the following:

- (a) Complete plans and specifications sufficient to secure a building permit in Marion County, Florida, including a plot plan showing a lot and block and placing of residence, garage, and out buildings and walls or fences.
- (b) Front elevations and both side elevations or front elevation and one side elevation and rear elevation of building, (plus) elevations of walls and fences.
- (c) A prospective drawing if deemed necessary by the ACB to interpret adequately the exterior design.
- (d) Data as to materials, color and texture of all exteriors including roof coverings, fences and walls.
- (e) A complete landscaping plan for the entire lot.
- (f) One set of blueprints shall be left with the ACB until construction is complete.

Section 4. Notice of Board Action. The ACB shall notify the Owner in writing of the ACB's approval or disapproval within 30 days after the filing of plans and specifications. Should the ACB fail to approve or disapprove such plans and specifications and location within 45 days after submission of the plans to them, then such approval will not be required, but all other restrictions and conditions herein contained shall remain in force.

Section 5. Appeal. An owner may appeal a disapproval of the ACB to the board of directors of the Association who shall consider the matter at their next following regular meeting.

Section 6. Inspections. The ACB through its authorized representatives may make periodic inspections to insure that the construction is in accordance with the approved plans and specifications.

Section 7. Indemnifications. The Association shall indemnify and hold harmless the ACB and each member thereof from any liability, loss, claim, action or suit, including but not limited to attorney's fees and costs, arising from or by virtue of any action except willful or gross malfeasance or misfeasance taken or failure to take any action by the ACB or any member thereof relative to their rights and duties as granted them by this Declaration. The Association shall not be required to indemnify the ACB or any member for actions brought by the Association in which the Association is successful.

ARTICLE VIII GENERAL USE RESTRICTIONS

Section 1. Applicability. The provisions of this Article VIII shall be applicable to the Properties. In addition to and not in lieu of the following General Use Restrictions supplemental covenants, specific restrictions for Residential Lots are defined at Exhibit B, and for Multi-Family Lots at Exhibit C.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other owner.

Section 3. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 4. Visibility at Intersections. No obstruction to visibility at street intersections or access area intersections shall be permitted.

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Section 5. Garbage and Trash Disposal. Refuse, garbage or rubbish shall not be dumped or burned or allowed to remain on any property, except that garbage, rubbish or other debris, properly contained in a metal or plastic receptacle, may be placed on the property for collection when placed in a walled-in area, which is not visible from adjoining properties or road right-of-way; provided, however, that the requirements from time to time of Marion County, Florida for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 6. Parking. Owners shall provide adequate off street parking for the parking of automobiles owned by such owner and guests and shall not park or allow their guests to park their automobiles on the adjacent road and street right of way.

Section 7. Easements. Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plats of the Properties. Declarant hereby reserves a five foot easement around the perimeter of each lot for Declarant's use. Except with respect to Patio Lots where the Declarant has elected to have a zero side yard line and erect single family attached structures with a common wall, within these easements indicated by dashed lines on the plats, no structure, planting or other material may be placed or permitted to remain that will interfere with the vehicular traffic or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner except for the installations for which a public authority or utility company is responsible. Public and private utility companies servicing the Properties, the Association, and Declarant, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone line cables and conduits, and television cables and conduits under and through the utility easements as shown on the plats and under and through such portions of each Lot. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivision, whether in streets, rights of way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

Section 8. Owner Maintenance. The Lots and Units and improvements thereon, whether vacant or occupied, shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain his property and improvements thereon (whether vacant or occupied) in a neat and attractive condition, the ACB or its authorized agents or successors and assigns may, after 10 days notice to such owner, enter upon such property to repair, maintain and restore the improvements and to have the grass, woods and other vegetation cut, debris removed, when, and as often as, the same is necessary in its judgement, and may have dead trees, shrubs and other plants removed therefrom. Such Owner shall be personally liable to the Association for the cost of any such repairs and maintenance which costs shall be added to and become a part of the assessment to which said Lot or Unit is subject.

Section 9. Tree Removal. No tree located upon the Properties with a diameter of 4 inches or greater shall be removed without the consent of the ACB.

Section 10. Screening of Equipment. Any electrical or mechanical equipment, if otherwise visible from any road right-of-way, shall be completely shielded therefrom by shrubbery or by an enclosure that conforms in architectural, material and color to the structure. The approval of the ACB shall be required for the shrubbery to be utilized.

Section 11. Waterway Property.

(a) The owner of any property which abuts a waterbody within 25 feet from the said waterbody shall:

- (1) not, without the prior consent of the ACB, excavate, dredge, modify, or alter any land grades, land elevations, earth work, shore stabilizer or treatment, riprap, planting banking protection and/or soil cover, nor permit any such act;
- (2) at Owner's expense, maintain in good condition, order and repair, in accordance with such reasonable standards as the ACB may establish, all earth works, sod, planting, bank protection, lawn or other soil cover;
- (3) not dump, or place, nor permit to be dumped or placed, any earth, stone, grass clippings, fill material or any solid material or waste of any kind in any waterway, nor remove, nor permit to be removed, from any waterway any earth, sand or other fill material;
- (4) not damage, destroy, break, tunnel under, tamper with, alter, modify or change in any manner or degree any bulkhead, deadman anchor, bulkhead cap, riprap or other shore treatment preservation or installation;
- (5) not attach, affix or moor or dock, nor permit to be attached or affixed, or moored or docked to any bulkhead or bulkhead cap, any cleat, pole, bit or other device or attachment of any kind without prior written consent of the ACB.

(b) In order to minimize and prevent pollution of waterbodies, no watercraft propelled by an internal combustion engine shall be used on any such waterbody unless said internal combustion engine is equipped with those pollution control devices recommended and shown to be effective by the Federal Environmental Protection Agency or any other body whose recommendations are sanctioned by the ACB.

RSPOA DECLARATION

- (c) No watercraft propelled by an internal combustion engine shall be used on any waterbody until approved by the ACB. An internal combustion engine used on any waterway shall be equipped with appropriate devices to eliminate excess engine noise.
- (d) No dock, mooring piling, mooring buoy, floating dock, pier, anchored device, or similar or related object or structure of any kind, nature, or description shall be placed or permitted to exist in any waterbody, or beyond the property line abutting such waterbody without the prior written approval of the ACB.
- (e) No docks or piers shall extend more than 10 feet into the waterbody unless such waterbody is 100 feet or more in width, in which case they may extend 15 feet, in both instances as measured at right angles to and from the property line abutting the waterbody.
- (f) No vessel, including but not limited to any boat, yacht, ship or other floating conveyance, shall be moored or permitted to be moored overnight beyond any pier line, except as provided herein, or as established by any appropriate public authority, except in authorized mooring basins. A vessel shall not be permitted to anchor, moor or stand overnight in any waterbody except with the specific prior written consent of the ACB, and in any event, no vessel or other floating object shall be anchored, moored or placed offshore in any of the waterways so as to interfere in any manner with navigation nor shall the same be used as living quarters.
- (g) The utilization of any waterway or anchorage areas shall be at the individual's own risk and the declarant, Association and ACB shall not be liable for damages or injuries resulting from such use.
- (h) Refuse, trash or waste materials, including, but not limited to petroleum products wastes, grass trimmings, leaves and sewage, shall not be dumped, thrown, ejected or otherwise deposited into or near any waterway. All Federal, State and local laws, statutes and regulations relating to the use of navigable or tidal waters shall be complied with at all times, if applicable.

Section 12. Sewer System. If and when, a central sewer and/or water system becomes available to the property, an Owner may be required by the ACB or Association to connect thereto at the Owner's expense. At the discretion of the ACB, no cesspools, septic tanks or waterfalls may be installed or permitted on the property after the availability of a central sewer and/or water system.

ARTICLE IX GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owners, their respective legal representatives, heirs, successors, and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Members having two-thirds of the votes of each class has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Declarant, the Association, an Owner or the ACB may enforce these covenants and restrictions by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants but a failure by the Declarant, the Association, and Owner of the ACB to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant shall also have the right to compel the Association to enforce these covenants or otherwise perform its obligations hereunder. Should the Declarant, the Association or the ACB bring any action or suit, either in law or equity, or both, to enforce these covenants or should the Declarant bring suit against the Association to compel it to perform its obligations hereunder, they shall be entitled, in addition to all other relief offered by law, to their reasonable attorney's fees and costs.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by: (1) Declarant, for so long as it holds title to any of the Properties; or alternatively, (2) by Owners holding not less than two-thirds vote of the membership in the Association, provided that, so long as the Declarant is the owner of any property affected by this Declaration, the Declarant's consent must be obtained. The Declarant shall not amend this Declaration in such a way as to materially and adversely affect the then present Members, unless a majority voting at a special meeting duly called therefor agree to such amendment.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Marion County Public Records.

Exhibit A

LEGAL DESCRIPTION- RESIDENTIAL ONLY

Rainbow Springs Plat, recorded on 6/20/1973 in Plat Book P, Page 10, Public Records of Marion County, Florida;

Rainbow Springs First Replat Plat, recorded on 7/31/1974 in Plat Book R, Page 41, Public Records of Marion County, Florida, less and except Lots 30, 31 and 32 in Block 99;

Rainbow Springs Second Replat Plat, recorded on 12/24/1974 in Plat Book R, Page 65, Public Records of Marion County, Florida;

Rainbow Springs Third Replat Plat, recorded on 4/14/1975 in Plat Book R, Page 79, Public Records of Marion County, Florida;

Rainbow Springs Fourth Replat Plat, recorded on 6/13/1978 in Plat Book S, Page 54, Public Records of Marion County, Florida;

Rainbow Springs Country Club Estates Plat, recorded on 11/14/1978 in Plat Book S, Page 106, Public Records of Marion County, Florida, less and except tracks 3, 4, 5, 8 and 10;

Rainbow Springs Fifth Replat Plat, recorded on 3/19/1980 in Plat Book T, Page 46, Public Records of Marion County, Florida;

Rainbow Springs Country Club Estates First Replat Plat, recorded on 1/20/1988 in Plat Book Z, Page 51, Public Records of Marion County, Florida;

Fairway Estates Plat, recorded on 4/10/1995 in Plat Book 3, Page 129, Public Records of Marion County, Florida;

Fairway Estates West Plat, recorded on 6/6/1997 in Plat Book 4, Page 49, Public Records of Marion County, Florida;

Fox Trace Plat, recorded on 9/4/1998 in Plat Book 4, Page 198, Public Records of Marion County, Florida;

The Boundary Plat, recorded on 3/5/1999 in Plat Book 5, Page 48, Public Records of Marion County, Florida.

EXHIBIT B

**RESTRICTIVE COVENANTS FOR RESIDENTIAL LOTS
FOR
RAINBOW SPRINGS**

ARTICLE I

RESIDENTIAL LOT USE RESTRICTIONS

Section 1. Applicability. The provisions of this Article shall be applicable to the Residential Lots.

Section 2. Set Back restrictions. No single family building shall be located (a) on Acre Lots nearer to a street line than fifty (50) feet, to a side lot line than twenty-five (25) feet and to a rear lot line than twenty-five (25) feet, (b) on Half Acre Lots nearer to a street line than twenty-five (25) feet, to a side lot line than eight (8) feet and to rear lot line than twenty-five (25) feet, (c) on Quarter Acre Lots, nearer to a street line than twenty-five (25) feet, to a side lot line than eight (8) feet, and to a rear lot line than twenty-five (25) feet, (d) on Patio Lots, nearer to a street line than ten (10) feet, to a side lot line than ten (10) feet and to a rear lot line than ten (10) feet. The side yard restriction for a Patio Lot may be reduced to zero feet. For the purpose of this covenant, eaves, steps and open porches not covered by structure shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building or construction on any lot to encroach upon any lot.

Section 3. Minimum Size. No single family detached residential building may be constructed on an Acre Lot, a Half Acre Lot or a Quarter Acre Lot unless it shall contain at least 1280 square feet of living space and on a Patio Lot unless said building shall contain at least 850 square feet of living space.

Any such building which exceeds one story height shall have not less than sixty percent (60%) of the total square feet of living space on the ground floor. No such building shall exceed thirty (30) feet in height but nothing herein contained shall be construed as preventing the location on said property of residential buildings designed as "split level". Such buildings being ones in which floor levels of habitable spaces are separated so that ground levels are in different elevations, and part of said dwelling is three stories in height. In the case of split level buildings there shall be not less than sixty (60) percent of the total square feet of living space on the two ground floor elevations.

Section 4. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permanently resided on any lot; temporary, vacation type residence may be permitted but only with the prior written approval by the ACB.

Section 5. Parking and Storage of Recreational Vehicles, etc. Recreational vehicles, mobile homes, trucks with sleeping accommodations or facilities, and boats, (collectively hereafter called "vehicles") may be parked and stored on Lots only with the prior written approval of the ACB, which shall consider, in making its decision, among other things, the size and number of vehicles or the size of the Lot, the location and screening of the parking space. The ACB may limit the parking or storage of such vehicles to Lots containing a minimum number of square feet. If Declarant shall elect to include a storage area for vehicles within the Properties, the ACB, in its sole discretion may require the parking and storage of said vehicles in such area. Notwithstanding the foregoing an Owner may park and store a vehicle in an enclosed roofed garage on his Lot.

Section 6. Gas Tanks. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any house or ancillary building, and all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the ACB.

Section 7. Signs. No sign of any kind shall be displayed to the public view on a lot except one sign of not more than one square foot used to indicate the name of the resident; or, after the Declarant has sold all of the lots, one sign of not more than five square feet advertising the lot for sale or any sign used by the builder or lender to advertise during the construction sales period. The Declarant shall have the right to place signs upon any lot which Declarant deems necessary or proper in connection with the sale thereof.

Section 8. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets and horses may be kept, subject to rules and regulations of the ACB, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No pets shall be permitted to have excretions on any lot, or anywhere else within the properties except in locations designated by the Association in its rules and regulations.

Section 9. Commercial Trucks. No commercial trucks shall be permitted to be parked or to be stored at any place on any lot, except as approved by the ACB. The ACB in its sole discretion shall establish rules regulating the parking of Owners' personal use trucks and commercial trucks used by Owners to travel to and from work. By way of illustration and not limitations the ACB may limit the size of each truck and the number of trucks parked on a Lot and the ACB may establish different rules for different sized Lots. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

Section 10. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Declarant and except any approved by the ACB.

Section 11. Light, Noise and Odors. No light, noise or odor shall be permitted on or emanating from any Lot which causes an annoyance or nuisance to any other Lot or Owner.

Section 12. Subdivision. No lot shall be subdivided, either by plat or by sale in parts or its boundary lines changed, except with the written consent of Declarant. However, the Declarant hereby expressly reserves to itself, its successors, or assigns, the right to replat any Lot or Lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted Lots suitable as a building site to include, but not be limited to, the relocation of easements, walkways, rights-of-way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said platted Lots, provided that no new lot originally

shown on a recorded plat is reduced to a size more than 10% smaller than the smallest lot shown on the first plat of the subdivision section recorded in the public records.

Section 13. Use. A Lot shall be used only for residence and ancillary uses thereto. No Lot shall be used for any commercial or business purpose, including but not limited to a boarding house.

Section 14. Clothes Line. No clothes drying shall be permitted except in the rear yard of any Lot. All clothes drying areas shall be shielded from the view of the road right-of-way and other Lots by shrubbery approved in advance by the ACB.

Section 15. Completion of Construction. Construction of any building or other improvement shall be completed within 12 months from its commencement unless the ACB has approved a longer time for completion.

Section 16. Carports and Garages. Carports and garages visible from any street shall be maintained in a neat, orderly and aesthetically pleasing manner.

Section 17. CATV and Antennas. When and if cable television becomes available, a property owner of a single family dwelling who connects to the cable television may retain any television antenna, satellite dish or similar tower if previously installed on the property. Further, any property owner of a single family dwelling may, whether connected to cable television or not, install a television antenna, satellite dish or similar tower upon obtaining written approval for the construction of such from the ACB, however, no radio or TV antenna or satellite dish reception tower may be erected or maintained anywhere upon any Lot which exceeds 50 feet above ground.

It is the intent of this provision that the property owners may elect to have their own television reception system, however, placement and or screening of such system will be subject to the review and approval of the ACB prior to installation in order to preserve the natural setting of Rainbow Springs and the overall aesthetics of the project.

Section 18. Construction. Construction activities shall be performed in such a manner as to not:

- (a) Interfere with any other construction in the general area.
- (b) Obstruct or block the free flow of vehicular or pedestrian traffic over or through any public road right-of-way in the general area.
- (c) Create a nuisance in the general area.

Section 19. Lot clearing. In order to implement effective insect, reptile and rodent control, the Declarant reserves for themselves and the Association and its agents the right to enter upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Declarant or Association detracts from the overall beauty, setting and safety in the area. The cost of this vegetation control shall be paid by the Owner of the Lot. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Declarant and Association and their agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of the Declarant or the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

Section 20. Driveways. All driveways must be paved from the street to the garage unless a variance is granted by the ACB. Paving shall start at the edge of the street pavement and culverts will be required whenever the ACB determines they are necessary to help prevent drainage problems.

Section 21. Sodding and Seeding. If at any time the ACB deems it proper, a property owner with a single-family dwelling may be required to sod and/or seed from the property line to the edge of the street paving.

ARTICLE II EASEMENTS

The Declarant reserves unto their successors and assigns, a perpetual, alienable and releasable assessment and right on, over, and under the ground to erect, maintain and use electric and telephone poles, wires, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public or private conveniences or utilities, on, in or over the rear ten (10) feet of each lot and five (5) feet along one (1) side of each lot and such other areas as are shown on the applicable plat, provided further, that the Declarant may cut drain ways for surface water wherever and whenever such action may appear to the Declarant to be necessary in order to maintain reasonable standards of health, safety, and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility service.

EXHIBIT C
RESTRICTIVE COVENANTS FOR MULTI-FAMILY LOTS
FOR
RAINBOW SPRINGS

ARTICLE I
THE PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Existing Multi-Family Lots. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this supplemental Declaration is located in Marion County, Florida and shall sometimes be referred to herein as the "Existing Multi-Family Lots" and is more particularly described as follows:

Tracts 1, 2, 11 and 12 of the Plat of Rainbow Springs Country Club Estates as recorded in Plat Book "S", at Pages 106 through 116 inclusive of the Public Records of Marion County, Florida.

Section 2. Additional Multi-Family Lots. Declarant may from time to time bring other land under the provisions hereof by recorded supplemental declarations. The supplemental declarations may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary and convenient, in the judgement of the Declarant to reflect the different character, if any, of the added properties but such modifications shall have no effect on the properties described in Section 1 of this Article. The Existing Multi-Family Lots and any additions thereto may be hereafter referred to as the "Multi-Family Lots".

ARTICLE II
MULTI-FAMILY LOT USE RESTRICTIONS

Section 1. Applicability. The provisions of this Article shall be applicable to Multi-Family Lots.

Section 2. Set Back Restrictions. Since the establishment of standard inflexible buildings set back lines for locating structures on lots tends to force construction of buildings both directly behind and directly to the side of other buildings with detrimental effect on privacy, view, preservation of important trees, etc., no specific set back lines are established by these covenants. In order to assure, however, that the location of structures will be staggered, so that the maximum amount of view and breeze will be available to each structure, that structure will be located with regard to the topography of each individual lot, taking into consideration the location of large trees and similar considerations, the Declarant reserves unto itself, its successors and assigns, the right to control absolutely and decide the precise site and location of any structure and to cluster or otherwise arrange any structure or complex of structures on any lot or subdivision of lots within the Multi-Family lots for reasons which may in the sole and uncontrolled discretion and judgement of the Declarant seem sufficient. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing in the contract to purchase the Declarant shall approve automatically such location for a building.

Section 3. Minimum Size. No plans will be approved by the ACB unless the proposed structure will have the minimum required square footage of enclosed dwelling area, and not exceed the maximum square footage of dwelling or maximum number of dwelling units, or maximum height above the ground, or maximum number of residential dwelling floors. Such minimum and maximum requirements for each lot will normally be specified in each sales contract and expressly stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, boat sheds, terraces, decks, open porches and the like areas. The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

Section 4. Exterior Completion. The exterior of all structures must be completed within two (2) years after the construction of same shall have been commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

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Section 5. Signs. No commercial signs, including "For Rent", "For Sale", and other similar signs shall be erected or maintained on any Multi-Family Lot except with the written permission of the Declarant or except as may be required by legal proceedings. It being understood that the Declarant will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Declarant reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Declarant.

Section 6. Parking. Each Multi-Family Lot owner will provide space for parking of automobiles off the street prior to the occupancy of any dwelling structures constructed on said lot or subdivision of lots in accordance with reasonable standards established by the Declarant.

Section 7. Temporary Structures. (a) No structure of any temporary character shall be placed upon any Multi-Family Lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of main dwelling houses; it being understood that the temporary structures may not, at any time, be used as residences or be permitted to remain on the lot after completion of construction. (b) No trailer, tent, barn, tree-house or other similar outbuilding or structures shall be placed on any lot at any time, either temporarily or permanently. (c) No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a main dwelling house, an accessory building or buried underground.

Section 8. Subdivision. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves to itself, its successors or assigns, the right to re-plat any lot shown on the plat of any subdivision in order to create a modified building lot or lots, and to take such other steps as are reasonably necessary to make such re-platted lots suitable and fit as a building site.

Section 9. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Multi-Family Lot, except that dogs, cats and other household pets may be kept, subject to rules and regulations of the Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided they do not become a nuisance or annoyance to any neighbor.

Section 10. Multi-Family Lot Usage. Multi-Family Lots shall be used for swimming pools, playgrounds, and residential accommodation and ancillary purposes exclusively. No commercial or business use except ancillary to the residential use and approved by the ACB in its sole discretion shall be permitted.

ARTICLE III EASEMENTS

The Declarant reserves unto their successors and assigns, a perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public or private conveniences or utilities, on, in or over the rear ten (10) feet of each lot and five (5) feet along one (1) side of each lot and such other areas as are shown on the applicable plat, provided further, that the Declarant may cut drain ways for surface water wherever and whenever such action may appear to the Declarant to be necessary in order to maintain reasonable standards of health, safety, and appearance. These easements and rights expressly include the right to cut trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service. Notwithstanding the foregoing, the Declarant reserves the right to construct single family attached structures with common walls in the five foot easement along the side of each lot in the area of Patio Lots.

RSPOA ACB CRITERIA

RAINBOW SPRINGS

Architectural Criteria

The criteria as outlined below reflect the exterior architectural elements which should be considered in the design and siting of single family residences. The Architectural Control Board uses these general guidelines in the plan review process.

1. Size Of The Home

The Declaration of Covenants, Restrictions and Easements specifies the minimum enclosed living area for single family dwellings. Minimum living area is defined as those areas covered by a contiguous permanent rigid roof structure of uniform construction.

Minimum size requirements have been specified for the protection of all property owners. Size, however, is not considered an all-important criteria. The exterior appearance of the home and its siting on the lot are considered more important than size alone, after minimums are achieved. Stated another way, a smaller home nicely done can be more attractive from a community viewpoint than a large home which has not received the same degree of care in its design and placement.

2. Styling

The most important criteria for the residential architectural exterior is that it be harmonious with the surrounding environment. To accomplish this, consideration should be given to the existing natural elements as well as the design of neighboring architecture. It is intended that the architecture blend with the natural or landscaped surroundings rather than draw attention to itself. When submitting plans to the Architectural Control Board for approval, it is required that the first floor elevation be shown so that utility placement and feasibility can be checked.

3. Exterior Siding Materials and Colors

The choice of exterior material and color is extremely important. The ACB looks more favorably upon the use of natural colors and textures. Examples of appropriate exterior materials are rough sawn woods, masonry in earth tones ranges and certain types of earth toned stucco. Muted or earth tone colors in the brown, gray and green ranges are generally most appropriate. Care should be given to avoid the use of an excessive number of different materials (giving a cluttered feeling) and materials or colors with high reflective characteristics.

Many settings at Rainbow Springs lend themselves to the extensive use of glass in the form of large windows, sliding glass doors, etc. This is considered quite appropriate and permits the outside to become an integral part of the home. However, reflective or mirror glass should be avoided. On some homes, shutters may also be quite appropriate. They should be sized to match window openings and be mounted so as to give a functional appearance.

4. Roofscape

One of the most visible elements of any home or multifamily dwelling complex is the roof. Its ultimate appearance in relation to the structure should be carefully considered. This includes the shape of the roof in relation to the architectural design, as well as to the color and texture of the roofing material. Roofs with a significant pitch are normally most desirable. A slope of three (3) horizontal and one(1) vertical is considered adequate. Flat roofs are to be avoided. Mechanical equipment, vents, vent covers, etc. will be considered an integral part of the design and should be treated as such. Cedar shakes or cedar shingles, clay or concrete tile, asphalt roof are preferred as a roofing material, but the committee will approve other materials if texture and color are satisfactory.

5. Garages

The garage should be designed as an integral part of the house. If possible, it should be oriented so that doors will be screened and not visible from the street. Garage doors should be of the overhead type. Where more than a one-car garage is planned, separate doors should be utilized for a better overall appearance and to give a minimum exposure of interior contents when a door is open. If storage areas are to be included in the garage, they should be planned to minimize their exposure from the street, doors, or walls. Cluttered garages detract from the overall character of the community.

6. Driveways

Driveways should be carefully located for practicality as well as overall aesthetic appearance. All driveways must be paved from the street to the garage. In some cases it may be desirable to create a two or three car parking zone which can double as a turn-around area. Where driveway lengths are unusually long, gentle curves will enhance the overall appearance. The ACB encourages the use of rough textured aggregates as an attractive alternative to smooth concrete. Asphalt is an acceptable alternative, but mixing two paving materials with a high degree of contrasting value is not recommended because it draws attention to itself.

7. Fences and Screens

Fences are not permitted around the perimeter of individual homesites where visible from the street or from public use areas, except for patio lots where they are required to be located on the property line. Fences for patio lots should be opaque and of permanent construction. Fencing along the golf course is not permitted. In general, fences may be used to screen air conditioning equipment, utility and garbage areas, patio and swimming pools. As with all elements, the fence should enhance, rather than detract from, the overall appearance of the property. The ACB encourages the use of rough hewn woods, masonry, or natural plantings as fencing and screening materials. Chain link, wire, or other utilitarian type fences not harmonious with the natural setting will not be permitted.

8. Grading

All grading should be contoured to blend with natural grades. Rock promontories or other site features should be retained. All planted areas should drain a minimum of 2%, with paving a minimum of 1%. No drainage swells should drain across walks or driveways where possible. It is recommended slopes proposed for turf planting generally not exceed 4-foot horizontal to 1-foot vertical grade to avoid maintenance problems. All grading and drainage system plans must be prepared under the direction of a Registered Civil Engineer.

9. Landscaping

Proper landscaping adds the finishing touch to your home. A minimum of 2% of construction cost should be spent for new landscape plant materials for each single family residence. The ACB recommends that you obtain a professional landscape architect's advice and have master planting plans prepared. This will serve as a guideline for initial as well as subsequent landscaping. Site planning and clearing should be accomplished, insofar as is feasible, in a manner which respects and preserves the existing natural trees, vegetation and land contours.

The number of different plant materials introduced to the site should be kept to a minimum. They should be located in large groupings to avoid a spotty effect. The ACB encourages the use of native plant materials whenever possible and suggests that exotic horticultural varieties be limited to courtyards or other secluded areas.

Mulch, such as pine straw, shredded cypress, or pine bark should be used to supplement plantings. White turkey grit, white gravel or other light gravel are disturbing in a natural landscape.

In general, art work, statues, and artificial rock compositions are discouraged because they detract from the natural setting; however, carefully selected sculpture of natural materials selectively located can enhance a property. Grounds lighting fixtures should be carefully selected for compatibility. Such lighting should be subdued so as not to be objectionable to adjacent property owners. Mail boxes should be a simple container painted a natural color or black so as not to draw undue attention.

10. Trees. No tree other than pine trees with a diameter of four (4) inches or greater and more than ten (10) feet from the foundation of a home can be removed without approval of the ACB. Any tree within ten (10) feet of the foundation can be removed or trimmed without ACB approval.

11. Sign

During construction a sign not exceeding ten (10) square feet and setting forth the name or the architect and contractor may be displayed on the lot. After the house is completed it must be removed immediately.

This Instrument Prepared By:
Jeffrey D. Ostlie, Esquire
JEFFREY D. OSTLIE, P.A.
19 E. Central Boulevard
Orlando, Florida 32801

**CORRECTIVE FIRST AMENDMENT TO RAINBOW SPRINGS RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS**

THIS CORRECTIVE FIRST AMENDMENT TO RAINBOW SPRINGS RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (this "Corrective Amendment") is made this 4 day of October 2021, to correct that certain First Amendment to Rainbow Springs Restated Declaration of Covenants, Restrictions and Easements, recorded in Official Records Book 6687, Page 1257 of the Public Records of Marion County, Florida (the "First Amendment"), by **CCW OF MARION COUNTY, LLC**, a Florida limited liability company, whose post office address is 3007 S. Osceola Avenue, Orlando, Florida 32806 (the "Declarant").

RECITALS

WHEREAS, the Restated Declaration of Covenants, Conditions, Restrictions and Easements for Rainbow Springs is recorded in Official Records Book 6605, Page 281 of the Public Records of Marion County, Florida (the "Restated Declaration"); and

WHEREAS, pursuant to Article II, Section 1 of the Restated Declaration, the Declarant, may from time to time bring other land under the provisions of the Restated Declaration; and

WHEREAS, the Declarant executed and recorded the First Amendment to bring certain properties located in Grand Park, Grand Park North, and St. Andrews under the provisions of the Restated Declaration; and

WHEREAS, the legal description set forth in the First Amendment omitted Lot 177 of Grand Park North ("Lot 177"); and

WHEREAS, the Declarant intended to include Lot 177 in the legal description of the First Amendment and (together with the other properties described in the First Amendment) to bring Lot 177 under the provisions of the Restated Declaration, and the omission of Lot 177 from the First Amendment's legal description was a clerical "scrivener's error"; and

WHEREAS, the property owner of the Lot 177 of Grand Park North has executed a written consent to be brought in under the provisions of the Restated Declaration; and

WHEREAS, Rainbow Springs Property Owners Association, Inc., a Florida not-for-profit corporation, has joined herein for purposes of consenting to the addition of Lot 177, and to confirm that the omission of Lot 177 was an inadvertent "scrivener's error".

NOW THEREFORE, the Declarant hereby amends the First Amendment as follows:

1. The foregoing recitals are true and correct and are incorporated hereby as if fully set forth herein.

2. The legal description depicted in the First Amendment shall be corrected to the extent that it shall include the following property:

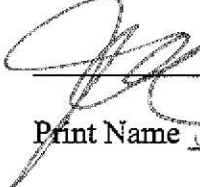
*Lot 177, **Grand Park North**, according to the plat thereof, as recorded in Plat Book 9, Pages 71 through and including page 78 of the Public Records of Marion County, Florida.*

3. The intent of the Declarant is that all properties depicted in the legal description of the First Amendment and Lot 177 shall be under the provisions of the Restated Declaration. Accordingly, the legal description set forth in the First Amendment shall be replaced with the legal description set forth here, in **Exhibit "A."**

[The remainder of page intentionally blank, signatures appear on following pages]

IN WITNESS WHEREOF, the Declarant has caused this Corrective Amendment to be executed as of the date first written above.

WITNESSES:


Print Name Jeffrey Ostlie


Print Name Edward Fene

CCW OF MARION COUNTY, LLC, a
Florida limited liability company

By: 
Robert Whittington, its Manager

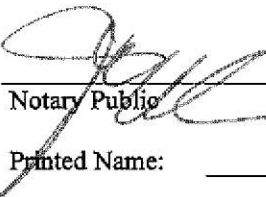
State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 9th day of October, by **Robert Whittington, Manager of CCW of Marion County, LLC**, a Florida limited liability company, by means of physical presence or online notarization, who ☒ is personally known or ☐ has produced a driver's license as identification.

[Notary Seal]



JEFFREY OSTLIE
Commission # GG 358207
Expires November 23, 2023
Bonded Thru Budget Notary Services


Notary Public

Printed Name: _____

My Commission Expires: _____

JOINDER AND CONSENT

RAINBOW SPRINGS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, hereby consents to and joins in the execution of the foregoing Corrective Amendment to acknowledge the inadvertence of the omission of Lot 177 from the First Amendment and consent to the correction of that omission and the inclusion of Lot 177 under the provisions of the Restated Declaration.

Attested to:

RAINBOW SPRINGS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

By: *Ernie Violet*
ERNIE VIOLET, Secretary

By: *Hugh Lochrane*
Hugh Lochrane, President

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 13 day of October 2021 by Hugh Lochrane, president of Rainbow Springs Property Owners Association, Inc, a Florida not-for-profit corporation, by means of ☒ physical presence or ☐ online notarization, who ☒ is personally known or ☐ has produced a driver's license as identification.

[Notary Seal]

Jean Marie Rugg
Notary Public

Printed Name: JEAN MARIE RUGG

My Commission Expires: 4.26.2025



JEAN MARIE RUGG
Commission # HH 122366
Expires April 26, 2025
Bonded thru Budget Notary Services

EXHIBIT "A"
CORRECTED LEGAL DESCRIPTION

Grand Park, according to the plat thereof, as recorded in Plat Book 7, Pages 96 through and including page 101, of the Public Records of Marion County, Florida. Lots:
1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,44,45,46,47,48,49,50, 51,52,53,54,55,57, 58,59,60,61,62,63,64,65,66,67,68,69,
70,71,72,73,74,75,76,77,78,79,80,81,82,83,84,85,86,87,88,89,90.

Grand Park North, according to the plat thereof, as recorded in Plat Book Book 9, Pages 71 through and including page 78 of the Public Records of Marion County, Florida. Lots:
1,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,35,36,37,
38,39,40,41,42,43,44,45,46,47,48,49,50,51,52,53,54,55,56,57,58,59,60,61,62,63,64,65,66,67,68,69,
70,71,72,73,74,75,76,77,78,79,80,81,82,83,84,85,86,87,88,89,90,91,92,93,94,95,96,97,98,99,100,101,102,
103,104,105,106,107,109,110,111,112,113,114,115,116,117,118,119,120,121,122,123,124,125,126,127,
128,129,130,131,132,133,134,135,136,137,138,139,140,141,142,143,144,145,146,147,149,150,151,152,1
53,154,155,156,157,158,159,160,161,162,163,164,165,166,167,168,169,170,171,172,173,174,175,176,
177.

St. Andrews, according to the plat thereof, as recorded in Plat Book Book 10, Pages 11 through and including page 13 in the Public Records of Marion County, Florida. Lots:
1,2,3,4,5,6.



FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 14, 2021

FLORIDA CAPITAL

,

Re: Document Number 745955

The Articles of Amendment to the Articles of Incorporation of RAINBOW SPRINGS PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, were filed on July 13, 2021.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Irene Albritton
Regulatory Specialist II
Division of Corporations

Letter Number: 521A00016176

Prepared By and Return To:
Anne M. Hathorn, Esq.
Anne Hathorn Legal Services, LLC
150 2nd Ave. N., Suite 1270
St. Petersburg, FL 33701

FILED

2021 JUL 13 PM 4:18

FILED

CERTIFICATE OF ARTICLE OF AMENDMENT TO THE RESTATED ARTICLES OF INCORPORATION OF RAINBOW SPRINGS PROPERTY OWNERS ASSOCIATION, INC.

This is to certify that by approval of a majority of the Board of Directors of Rainbow Springs Property Owners Association, Inc., in accordance with the requirements of the applicable Florida Statutes and the documents governing the Association and its members, the attached Article of Amendment to the Restated Articles of Incorporation of Rainbow Springs Property Owners Association, Inc., was duly adopted with requisite board of director approval at a meeting held on February 17, 2021. Membership approval is not required.

IN WITNESS WHEREOF, Rainbow Springs Property Owners Association, Inc. has caused this instrument to be signed by its duly authorized officers on the 1st day of July, 2021, in Marion County, Florida.

WITNESSES:

RAINBOW SPRINGS PROPERTY OWNERS ASSOCIATION, INC.

Wendy Vann
Printed Name: WENDY VANN

By: Hugh Lochrane
Hugh Lochrane, President

Jean Marie Rugg
Printed Name: JEAN M RUGG

Attest: Ernesto Triolet
Ernesto Triolet, Secretary

STATE OF FLORIDA
COUNTY OF MARION

On this 1st day of July, 2021, the foregoing instrument was acknowledged before me by means of ☒ physical presence, or ☐ online notarization by HUGH LOCHRANE, as President on behalf of Rainbow Springs Property Owners Association, Inc., a Florida not-for-profit corporation. He is personally known to me or has produced _____ as identification.



JEAN MARIE RUGG
Commission # HH 122365
Expires April 26, 2025
Bonded thru Budget Notary Services

Jean Marie Rugg
Notary Public, State of Florida at Large
Printed Name: _____
Commission Expires: _____

ARTICLE OF AMENDMENT TO THE RESTATED ARTICLES OF INCORPORATION OF
RAINBOW SPRINGS PROPERTY OWNERS ASSOCIATION, INC.

Adopted amendment to ARTICLE VII, Section 4 of the Restated Articles of Incorporation of Rainbow Springs Property Owners Association, Inc., to read as follows:

ARTICLE VII
DIRECTORS

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office as provided in the By-Laws. ~~until they resign or until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.~~ Directors shall serve no more than four consecutive years.

PLEASE NOTE: NEW LANGUAGE INDICATED BY UNDERLINING; DELETED LANGUAGE INDICATED BY STRIKE-THROUGHS; UNAFFECTED TEXT INDICATED BY "..."

Prepared By and Return To:
Anne M. Hathorn, Esq.
Anne Hathorn Legal Services, LLC
150 2nd Avenue North, Suite 1270
St. Petersburg, FL 33701

DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
DATE: 12/12/2019 09:11:54 AM
FILE #: 2019130432 OR BK 7095 PGS 1023-1026
REC FEES: \$35.50 INDEX FEES: \$0.00
DDS: \$0 MDS: \$0 INT: \$0

**CERTIFICATE OF AMENDMENTS TO THE RESTATED BY-LAWS OF
RAINBOW SPRINGS PROPERTY OWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached true and correct copy of the Amendments to the Restated By-Laws of Rainbow Springs Property Owners Association, Inc. (the "By-Laws"), recorded as an exhibit to the Restated Declaration of Covenants, Conditions, Restrictions and Easements for Rainbow Springs in Official Records Book 6605, Page 277 et. seq., of the Public Records of Marion County, Florida, was duly adopted in the manner provided in the Governing Documents, by approval of the Board of Directors, at a meeting held on November 20, 2019. Membership approval is not required.

IN WITNESS WHEREOF, we have affixed our hands this 27th day of November 2019, in Marion County, Florida.

WITNESSES:

Karlene Felicizno
Printed Name: Karlene Felicizno

Paul Rella
Printed Name: Paul Rella

RAINBOW SPRINGS PROPERTY OWNERS
ASSOCIATION, INC.

By: Hugh Lochrane
Signature

Hugh Lochrane, President
Printed Name and Title

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 27th day of November 2019, by Hugh Lochrane, as President on behalf of Rainbow Springs Property Owners Association, Inc. He/She is personally known to me ☒ or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 27th day of November, 2019.



Geralyn Anne Bond
Notary Public, State of Florida at Large
Printed Name: Geralyn Anne Bond
My Commission Expires: 6/3/22

**ADOPTED AMENDMENTS TO THE RESTATED BY-LAWS OF
RAINBOW SPRINGS PROPERTY OWNERS ASSOCIATION, INC.**

1. **Adopted amendment to Article II, Section 1 of the Restated By-Laws of Rainbow Springs Property Owners Association, Inc. (the "By-Laws"), to read as follows:**

**ARTICLE II
LOCATION**

Section 1. The principal office of the Association shall be located at 8601 S.W. 190th Av. Rd., Dunnellon, FL 34432. 19330 SW 83rd Place Road, Dunnellon, FL 34432

2. **Adopted amendment to Article IV, Section 1 of the By-Laws, to read as follows:**

**ARTICLE IV
BOARD OF DIRECTORS**

Section 1. The directors of the Association shall be elected at the January Annual Meeting of the members as specified in the Restated Articles of Incorporation. The election of directors shall be decided by plurality of the votes cast by eligible voters. The members have the right to vote in person or by proxy. A proxy shall be revocable at any time at the pleasure of the person executing the proxy. Any proxy holder may appoint, in writing, a substitute to act in his or her place. All ~~resident~~ members of the Association in good standing are eligible to serve on the board of directors, and a member may nominate or vote for himself or herself by proxy or ballot. Members may vote for candidates recommended by the nominating committee or vote for other applicants and may also write in any resident member's name that is in good standing. Members may vote for up to eight (8) candidates. If a member votes for more than eight (8) candidates the member's proxy or ballot is void and shall not be counted. No staff member officer or board member or Association member shall handle the proxies or ballots. The Association shall contract with a certified public accountant or allow its present Association Management firm to collect and count all proxies and/or ballots at their respective offices and report the election results to the Association Board of Directors. regarding all election procedures. Neither Association directors nor the on-site Association Manager will be involved in counting and validating the proxies and/or ballots. Any election dispute between a member and the Association shall be submitted to mandatory binding arbitration as provided in Chapter 720 of the Florida Statutes. Such proceedings shall be conducted in the manner provided by the Florida Statutes and the procedural rules adopted by the division.

3. **Adopted Amendment to Article IV, Section 5 of the By-Laws, to read as follows:**

**ARTICLE IV
BOARD OF DIRECTORS**

Section 5. ~~No notice shall be required to be given of any regular meeting of the Board of Directors.~~ Notice shall be given of all meetings pursuant for Florida Statutes Chapter 720.

3. Adopted Amendment to Article V, Section 2 of the By-Laws, to read as follows:

ARTICLE V
OFFICERS

Section 2: The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors. ~~He~~ The President shall have the general powers and duties of supervision and management of the Association which usually pertain to ~~his~~ this office, and shall perform all such duties as are properly required ~~of him~~ by the Board of Directors.

3. Adopted Amendment to Article V, Section 3 of the By-Laws, to read as follows:

ARTICLE V
OFFICERS

Section 3: The Board of Directors shall elect one Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required ~~of him~~ by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President.

4. Adopted Amendment to Article V, Section 4 of the By-Laws, to read as follows:

ARTICLE V
OFFICERS

Section 4: The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notice of such meetings are required by law or in these By-Laws. ~~He~~ The Secretary shall keep the minutes of the meetings of the membership and the Board of Directors.

5. Adopted Amendment to Article V, Section 5 of the By-Laws, to read as follows:

ARTICLE V
OFFICERS

Section 5, The Treasurer shall have the care and custody of all the monies and securities of the Association. ~~He shall enter on the b~~Books of the Association, ~~to be~~ shall be kept by him this officer for ~~that the purpose,~~ of maintaining full and accurate accounts of all monies received ~~by him~~ and paid ~~by him~~ on account of the Association. ~~He~~ The Treasurer shall sign such instruments ~~as require his signature~~ when a signature is required and shall perform all such duties as usually pertain to ~~his~~ this office or as are properly required ~~of him~~ by the Board of Directors.

6. Adopted Amendment to Article VII, Section 1 of the By-Laws, to read as follows:

**ARTICLE VII
BOOKS AND PAPERS**

Section 1. The books, records and papers of the Association shall be subject to the inspection of any member of the Association as outlined in Chapter 720 of the Florida Statutes by appointment during reasonable business hours. All requests for inspection of records shall be submitted to the Association at its offices by registered mail, return receipt requested, using the appropriate form. ~~Copies of records which are required to be furnished pursuant to Florida Statutes will be furnished at a cost of \$.50 per page at the costs defined in Florida Statutes, and the Association may impose an additional fee to cover cost of any additional labor at the Association's then prevailing rate. Copies of records will be provided pursuant to the costs and procedures defined in Florida Statutes.~~ Notwithstanding this paragraph, by way of illustration and not by way of limitation, the following records are not accessible to members or parcel owners:

After recording return to:
Rainbow Springs Property Owners
Association, Inc.
11486 Corporate Blvd., Suite 130
Orlando, Florida 32817

**CERTIFICATE OF RECORDING AMENDED AND RESTATED BY-LAWS OF
RAINBOW SPRINGS PROPERTY OWNERS ASSOCIATION, INC., AND SECOND
AMENDMENT TO RESTATED ARTICLES OF INCORPORATION OF RAINBOW SPRINGS
PROPERTY OWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY that the attached true and correct copy of the Amended and Restated By-Laws, and the Second Amendment to the Restated Articles of Incorporation, of Rainbow Springs Property Owners Association, Inc. and , initially recorded as exhibits to the Restated Declaration of Covenants, Conditions, Restrictions and Easements for Rainbow Springs in Official Records Book 6605, Page 277, et. seq., of the Public Records of Marion County, Florida, as amended, was duly adopted in the manner provided in such By-Laws, by approval of the Board of Directors, at a Board meeting held on December 15, 2023.

IN WITNESS WHEREOF, we have affixed our hands this 21st day of November, 2023, in Marion County, Florida.

Signed, sealed, and delivered in our presence:

WITNESSES

**RAINBOW SPRINGS PROPERTY OWNERS
ASSOCIATION, INC.**

By: Aida L. Hernandez
Name: Aida L. Hernandez

Mary Camara Stone
Mary Stone, its President

By: Philip Hernandez
Name: Philip Hernandez

Brad Potts
Brad Potts, its Secretary

Appeared by
means of:

☒ Physical
Presence
☐ Online Svc

STATE OF FLORIDA)
)
COUNTY OF MARION)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 21 day of NOV, 2023, by Mary Stone and Brad Potts, as President and Secretary, respectively, of Rainbow Springs Property Owners Association, Inc., who are personally known to me or have produced as identification her current and valid Driver's License(s) or the following government issued photographic identification:

FLORIDA DRIVERS LICENSES

My Commission Expires



PHILIP HERNANDEZ
Commission # GG 969995
Expires May 29, 2024
Bonded Thru Budget Notary Services

BY: Philip Hernandez
Notary Public, State of Florida, At Large

**AMENDED AND RESTATED BY LAWS OF
RAINBOW SPRINGS PROPERTY OWNERS' ASSOCIATION, INC.**
(Substantial Rewording. See governing documents for former text)

**ARTICLE I
DEFINITIONS**

As used herein terms and words shall have the meaning stated in the Restated Declaration of Covenants, Conditions, Restrictions and Easements for Rainbow Springs, recorded in the official records of Marion County, Florida, as amended and/or restated from time to time (the "Declaration").

The "Articles" shall refer to the Restated Articles of Incorporation of Rainbow Springs Property Owners Association, Inc., recorded in the official records of Marion County, Florida, as amended and/or restated from time to time.

The "Bylaws" shall refer to these Amended and Restated By-Laws of Rainbow Springs Property Owners Association, Inc., as amended and/or restated from time to time.

**ARTICLE II
LOCATION**

Section 1. The principal office of the Association shall be located at 19330 SW 83rd Place Rd., Dunnellon, FL 34432.

**ARTICLE III
MEMBERSHIP**

Section 1. Membership of the Association is as set forth in this Article and the Declaration.

Section 2. The rights, but not the obligations, of membership are subject to the payment of Annual and Special Assessments as provided by Article VI of the Declaration.

Section 3. Voting rights of Members are as provided in Article IV of the Articles and the Declaration.

**ARTICLE IV
MEETINGS OF MEMBERS**

Section 1. The regular Annual Members' Meeting shall be held in January of each year at such time and place as shall be determined by the Association Board of Directors (the "Board"). The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board and an architectural control board ("ACB") member (when appropriate pursuant to the Articles and Declaration) and transact any other business authorized to be transacted at such annual Members' Meeting. All Members who are not delinquent in payment of any monetary obligation, or in violation of any nonmonetary obligation, to the Association, or who have not been notified of their failure to comply with such obligations, are eligible to vote and to serve on the Board or ACB, except as otherwise

provided under Florida law. A member may vote for themselves. Members have the right to vote in person at the meeting by ballot, or by limited proxy, the sole purpose of which proxy shall be to delegate the member's right to vote to another member, by mail or Association approved electronic voting system (if the member has provided written consent to use such a voting system) before the meeting. If a specific member is not named as the proxyholder for the voting member, the Secretary of the Association will act as proxy on the voting member's behalf. Any proxy holder may appoint, in writing, a substitute to act on their behalf. A proxy or ballot shall be revocable at any time at the pleasure of the member executing the proxy or ballot, until it has been submitted to the Association, after which such proxy or ballot may be revoked only once, during the meeting before the balloting has been closed, for the purpose of submitting a different ballot or proxy. No Second Notice described in subsection c) hereof is required, and no election meeting is required, if the number of vacancies equals or exceeds the number of eligible candidates who have timely submitted notice of their intent to run.

For the election of Board members, which elections shall be held during the Annual Members' Meeting, the following procedure shall be followed:

- a) The First Notice of the Annual Members' Meeting and Election will be posted on the Association's communication website and on community bulletin boards (in the common areas that contain such bulletin boards) not less than 60 days before the Annual Member's Meeting.
- b) A Notice of Intent to Run form and Candidate Information Sheets, which will be provided to the members along with the First Notice of the Annual Members' Meeting and Election, must be received by the Association within twenty one (21) days after the First Notice described in subsection a) is posted. The Candidate Information Sheet may not exceed one 8.5 x 11 inch sheet of paper. The Association shall not be liable for the contents of any information sheets prepared and supplied by the candidates. This procedure shall be the only method of nominations to run for the Board or ACB. Eligible candidates' names will be printed on the ballot, indicating whether each has stated an intent to serve on the Board or ACB. Anyone who fails to comply with this procedure will not be listed on the ballot and is not a Candidate. No nominations for candidacy will be taken during the Election Meeting. A vote for anyone not listed on the ballot will invalidate that vote, but will not invalidate the ballot.
- c) The Second Notice of the Annual Members' Meeting shall provide the agenda for the meeting, the official election ballot containing the names of eligible Board and ACB candidates, all candidate information sheets which have been timely received by the Association, a pre-addressed envelope for members to return ballots to the Association, and such other information the Board deems appropriate. This Second Notice shall be mailed, via USPS or electronically if member has consented to such electronic notices by written document, to all members at the mailing address or email address, as applicable, as listed on the Official Records of the Association, not less than fourteen (14) days before the date of the Annual Members' Meeting. This notice shall also state that a limited proxy form is available via the Association website or electronic portal, or will be made available to each member requesting a limited proxy form at no charge to the requestor. Proof of mailing this Notice must be given by Affidavit of Mailing.

- d) Any member attending the meeting in person will have the opportunity to vote by ballot. If a member submits more than one ballot, neither ballot shall be valid.
- e) Members may only vote for the number of candidates corresponding to the number of vacant positions, as specified on the ballot. If a member votes for more than the specified number of candidates for Board membership, the member's vote for such Board members on the ballot is void and shall not be counted toward the election of Board members, but shall be counted toward a quorum and toward the election of an ACB member. Any ballot which votes for less than the number of vacant positions, including a ballot which does not contain or count toward any vote pursuant to these Bylaws or the Articles, shall nevertheless count toward a quorum.
- f) All proxies and ballots must be dated and signed, and must include the owner's membership address or block and lot for those without a numbered address or as required by FL Statute 720.
- g) No officer, board member, or ACB member of the Association shall handle the proxies or ballots. The Association may contract with a certified public accountant, or allow its present Association Management firm, to collect and count all proxies and/or ballots at the meeting and report the election results to the Association Board of Directors. Neither Association directors, ACB members, nor the onsite Association Manager will be involved in counting the proxies and/or ballots; however, the Association Manager may verify the envelopes, as compared to the roster of eligible voters, in advance of the Annual Members' Meeting or other election meeting. The certified public accountant or Association Management firm shall be able to determine questions within their jurisdiction. Any election dispute between a member and the Association shall be submitted to mandatory binding arbitration or mediation and court action, as provided in Chapter 720 of the Florida Statutes. Such proceedings shall be conducted in the manner provided by the Florida Statutes and if applicable, the procedural rules adopted by the division.
- h) Notwithstanding any other requirement set forth herein, in accordance with Sections 617.0721 and 617.0820, Florida Statutes, as both are amended from time to time, any meeting including without limitation annual meetings, elections, and Board meetings, may, at the discretion of the Board, be held in full or in part on an electronic platform, such as, by way of example only and not limitation, Zoom, so long as Members are provided an opportunity to observe and participate in such meeting as otherwise set forth herein and as required by Chapter 720 of the Florida Statutes. At any such meeting in which an election of one (1) or more Directors is to take place, the Board may require absentee ballots only to be cast in accordance with Section 720.306, Florida Statutes. The Association may conduct elections and all other membership votes through an Internet-based online voting system if a member consents, in writing, to online voting and all other requirements of if the other requirements of Chapter 720 of the Florida Statutes are met.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote 20% of all the votes of the entire membership. Notice may be given to the members

personally, electronically if such member has submitted written consent to receive electronic notices, by posting on the Association communication website and common area bulletin boards, or by sending a copy of the notice through the mail, postage thereof fully paid, to the mailing address appearing on the records of the Association. Each member shall register his address with the Association Manager, and notices of meetings may be mailed to such address. Any meeting, regular or special, shall be noticed at least fourteen (14) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Declaration, notice of such meetings shall be given or sent as therein provided.

ARTICLE V BOARD OF DIRECTORS

Section 1. The directors of the Association shall be elected at the January Annual Members' Meeting as specified herein. The election of directors shall be decided by plurality of the votes cast by eligible voters. Each Director will be elected to a two (2) year term, with staggered terms of four (4) members each. No director may serve more than four (4) consecutive years without a one (1) calendar year absence from the board before the beginning of the board member's new term. This term limitation shall end a board member's term at any Annual Members' Meeting held at least forty six (46) calendar months after the board member was first seated on the board, and shall apply unless no other eligible candidates have provided their notice of intent to be board members for that election. This Section shall apply to all board members serving on the Board during a term which begins in or after January 2024.

Section 2. Any director may be removed from the board at any time with or without cause by the affirmative vote of a majority the Association membership, except that the directors elected by the Declarant may be removed only by the Declarant and except that the directors named in the Articles may not be removed until the expiration of their terms. Any vacancy on the Board, unless filled via recall ballot, may be filled as decided by the Board among either: (a) a new election, or (b) the vote of a majority of the remaining directors.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the Annual Members' Meeting, provided the majority of the members of the Board elected are present. Any action taken at such meeting shall be by a majority of the members of the Board. If the majority of the members of the Board elected are not present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty days after the Annual Members' Meeting upon three (3) days notice in writing to each member of the Board elected, stating the time, place and purpose or purposes thereof.

Section 4. Regular meetings of the Board of Directors may be held at any place or places within Marion County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint.

Section 5. Notice shall be given of all meetings pursuant to the By-Laws, except that Florida Statutes Chapter 720 shall prevail regarding such notice in the event of a conflict with these By-Laws.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two members of the Board and may be held at any place or places within Marion County, Florida and at any time.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two members of the Board to each member of the Board not less than forty eight (48) hours prior to the meeting by mail or by email to those members who have agreed to accept notices via email, or the calendar day before the meeting if notice is provided by telephone or in person. Notice of meetings will be posted for the membership as per Florida Statutes. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the directors.

ARTICLE VI OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The Board of Directors shall elect one President. The President shall preside at all meetings of the members of the Association and of the Board of Directors. The President shall have the general powers and duties of supervision and management of the Association which usually pertain to such office, and shall perform all such duties as are properly required of the President by the Board of Directors.

Section 3. The Board of Directors shall elect one Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President.

Section 4. The Board of Directors shall elect or appoint one Secretary. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notice of such meetings are required by law or in these By-Laws. The Secretary shall keep the minutes of the meetings of the membership and the Board of Directors.

Section 5. The Board of Directors shall elect or appoint one Treasurer. The Treasurer shall have the care and custody of all the monies and securities of the Association. Books of the Association shall be kept by this officer for the purpose of maintaining full and accurate accounts of all monies received and paid on account of the Association. The Treasurer shall sign such instruments when a signature is required and shall perform all such duties as usually pertain to this office or as are properly required by the Board of Directors.

Section 6. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VII BOOKS AND PAPERS

The books, records and papers of the Association shall be subject to the inspection of any member of the Association as outlined in Chapter 720 of the Florida Statutes at a time and on a date provided by the Association during reasonable business hours, following the receipt by the Association of a statutorily compliant records inspection request. All requests for inspection of records shall be submitted to the Association at its offices by registered mail, return receipt requested, using the appropriate form, and shall be subject to any policies adopted by the Board of Directors pertaining to the frequency, time, location, notice, records to be inspected, and manner of inspections, regarding such inspections. Copies of records will be provided pursuant to the costs and procedures defined in Florida Statutes. Notwithstanding this paragraph, by way of illustration and not by way of limitation, the following records are not accessible to members or parcel owners:

- a) Any record protected by attorney-client privilege as described in FS 90.502 and any record protected by the work-product privilege, including but limited to, any record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association and which was prepared exclusively for criminal or civil litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or administrative proceedings.
- b) Information obtained by an association in connection with approval of a lease, sale or other transfer of a parcel.
- c) Personnel records of the association's employees, including but not limited to, disciplinary, payroll, health and insurance records.
- d) Medical records of parcel owners or community residents.
- e) Social security numbers, driver's license numbers, credit card numbers, electronic mailing addresses, telephone numbers, emergency contact information, any addresses for a parcel owner other than as provided for association notice requirements, and other personal identifying information of any person, excluding the person's name, parcel designation, mailing address, and property address.
- f) Any electronic security measure that is used by the association to safeguard data, including passwords.
- g) The software and operating system used by the association which allows manipulation of data, even if the owner owns a copy of the same software used by the association. The data is part of the official records of the association.
- h) Any other record which is not accessible to members or parcel owners pursuant to section 720.303(5) Florida Statutes, as it may be amended from time to time.

ARTICLE VIII COMMITTEES

The Association may appoint an ACB, as provided in the Declaration. One ACB member shall be elected pursuant to the same procedures, including without limitation excess votes, staggered terms, and term limits, as applicable to Board members and described in Article IV, Section I hereof. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay the Association Annual and Special Assessments.

ARTICLE X INDEMNIFICATION

The Association shall indemnify and hold harmless each director and officer of the Association, and all members of committees of the Association, from any liability, loss claim, action or suit, including but not limited to attorneys' fees and costs arising from or by virtue of any action, except willful or gross malfeasance or misfeasance, taken or failure to take any action relative to their service as such director or officer.

ARTICLE XI AMENDMENTS

Section 1. These By-Laws may be amended, by a vote of two thirds (2/3) of the Board of Directors; provided, however, the provisions which are governed by the Articles may not be amended except as provided in the Articles or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration.

Section 2. In case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII FINING PROCEDURE

In addition to all other remedies, the Association may levy reasonable fines against any Member, Member's tenant, guest or invitee and may suspend, for a reasonable period of time, the rights of the Member, or the Member's tenant, guest or invitee, to use the common areas and facilities or to vote at Member Meetings, for violation of any provision of the Association's governing documents or Chapter 720, Florida Statutes, including without limitation any provision of the Declaration, Articles, By-laws, Rules and Regulations. The Association shall follow the procedures set forth in Section 720.305, Florida Statutes, as amended from time to time, in levying fines or suspending use or voting rights, and the Board

of Directors may adopt policies and procedures consistent with the requirements of Chapter 720, Florida Statutes and the Association's governing documents.

**ADOPTED AMENDMENTS TO RESTATED ARTICLES OF INCORPORATION OF
RAINBOW SPRINGS PROPERTY OWNERS ASSOCIATION, INC.**

(additions are indicated by underlining, deletions are indicated by ~~striketthrough~~, and omitted but unaltered provisions are indicated by ellipses)

Article V of the Restated Articles of Incorporation is hereby amended as follows:

**ARTICLE V
MEETINGS OF MEMBERS**

The By-Laws of the Association shall provide for an annual meeting of members and may make provision for regular and special meetings of members other than the annual meeting. A quorum for transaction of business at any meeting of the members shall exist if twenty percent (20%) of the total number of members in good standing shall be present at the meeting, in person or by virtue of having submitted a ballot~~proxy~~. If the required quorum is not present, another meeting ~~may~~shall be called and the required quorum shall be ten percent (10%) of the members in good standing present at the meeting, in person or by virtue of having submitted a ballot~~proxy~~, provided however, that so long as the Declarant has a right to a majority of the votes to be cast at a meeting, only the Declarant need be present at a meeting for the election of directors.

Article VII, Section 3 of the Restated Articles of Incorporation is hereby amended as follows:

**ARTICLE VII
DIRECTORS**

. . .

Section 3. Election of Members of Board of Directors. Directors shall be elected by the members of the Association at the annual meeting of the membership as provided herein and by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association ~~residing in the Rainbow Springs development or~~ shall be authorized representatives, officers, or employees of corporate members of the Association provided that such limitations shall not apply to directors elected by the Declarant.

. . .

This Instrument Recorded By:
KAYE BENDER REMBAUM P.L.
Alan Schwartzseid, Esq.
855 E S.R. 434
Suite 2209
Winter Springs, FL 32708

**CERTIFICATE OF RECORDING
OF
RAINBOW SPRINGS PROPERTY OWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF RECORDING is executed by the undersigned officers of Rainbow Springs Property Owners Association, Inc. (the "Association"), the corporation in charge of the operation and control of the Rainbow Springs subdivision, located in Marion County, Florida, according to the Declaration of Covenants, Conditions and Restrictions for Rainbow Springs recorded in the Public Records of Marion County, Florida, at Official Records Book 6605, beginning at Page 277, who hereby certify that the attached Resolution of the Architectural Control Board and Amended and Restated Rainbow Springs ACB Criteria Clarification and Guidelines were proposed and approved in accordance with the governing documents.

IN WITNESS WHEREOF, the following officers of the Association have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

**Rainbow Springs Property Owners
Association, Inc.**

By: Aida L.M. Hernandez
(First Witness Signature)

Aida L.M. Hernandez

(Print)
20372 E. Pennsylvania Ave.

(Address) Dunnellon, FL 34432

By: Tricia Reynolds
(Second Witness Signature)

TRICIA REYNOLDS

(Print)
2132 W. MAGENTA DR CITRUS SPRS.

(Address)

By: Brad Potts
Brad Potts, its President

By: Lynne Eder
By Lynne Eder, its Vice President

STATE OF FLORIDA)
)
COUNTY OF MARION)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of August, 2025, by Brad Potts, as President and Lynne Eder, as Secretary, of Rainbow Springs Property Owners Association, Inc., who are personally

known to me or have produced as identification their current and valid Driver's License(s) or the following government issued photographic identification: FL Driver License.



BY:

Aida L. M. Hernandez
Notary Public, State of Florida, At Large

Name:

Aida C. M. Hernandez

My Commission Expires:

May 29, 2028

**RESOLUTION OF THE ARCHITECTURAL CONTROL BOARD OF
RAINBOW SPRINGS PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned, being all of the members of the Architectural Control Board of Rainbow Springs Property Owners Association, Inc. (the "ACB"), take the following action:

WHEREAS, violations of the covenants found in the Declaration of Covenants, Conditions and Restrictions for Rainbow Springs Property Owners Association, Inc. (the "Declaration") have arisen but were not enforced by prior ACBs, including without limitation various modifications and improvements to lots within the Rainbow Springs Community; and,

WHEREAS, the ACB finds it in the best interest of the Association to enforce all covenants governing Architectural Clarification and Guidelines of the Association.

IT IS THEREFORE:

RESOLVED THAT, all covenants as set forth in the Declaration within the purview of the ACB be enforced in a timely, uniform, consistent manner in the future pursuant to the policies adopted by the ACB including, without limitation, against all unauthorized improvements or alterations to a Lot which have not been approved in advance by the ACB or for which no approval was sought when required, and for which approval is not sought on or before March 26, 2025 and later granted by the ACB; and,

ALSO RESOLVED THAT, a Republication Memorandum be sent to the Owners of the Rainbow Springs community advising them of the adoption of an Amended and Restated Architectural Clarification and Guidelines ("A&R Guidelines"); and,

FURTHER RESOLVED THAT, consistent with the delivery of the Republication Memorandum and A&R Guidelines, that a Self-Reporting Form be provided to Owners so that they might report any unapproved alterations to their Lots which required approval by the ACB but which was not sought so that such violations as exist at the time of the adoption of this Resolution might receive waiver of the violation by the ACB to avoid future enforcement actions by the ACB and Association.

Adopted by the Architectural Control Board , this 26th day of March, 2025.

By: [Signature]
Date: 3-26-25

By: [Signature]
Date: 3/26/25

By: [Signature]
Date: 3-26-25

By: [Signature]
Date: 3/26/25

By: [Signature]
Date: 3/26/25

MEMORANDUM

To: All Owners, Tenants and Occupants of the Rainbow Springs Property Owners Association, Inc.
From: Architectural Control Board
Re: Republication of the Architectural Criteria
Date: March 26, 2025

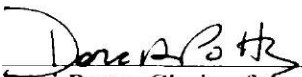
As you may know, Rainbow Springs Architectural Criteria and the Declaration of Covenants, Conditions and Restrictions for Rainbow Springs Property Owners Association, Inc. (collectively, the "Covenants"), requires Owners of Lots to seek prior approval of the Architectural Control Board ("ACB"), in compliance with established architectural criteria and guidelines, for any improvement or alteration to a Lot within the Rainbow Springs Community. Each Owner is responsible to ensure compliance with these requirements. Notwithstanding the foregoing, it has come to the attention of the ACB that, in recent years, certain Owners have neglected to abide by these restrictions, and/or the ACB and/or prior Boards have failed to properly enforce these restrictions pertaining to alteration, construction, or maintenance of any improvements or other violations of the Covenants which include, without limitation, removal of trees, screening of equipment, visibility at intersections, garbage and trash disposal, owner maintenance, exterior siding materials and colors, roofscapes, construction or design of garages and carports, installation of fences and screens, driveways, landscaping, grading, signage, parking of recreational vehicles, trailers and boats, erection of temporary structures, the keeping of pets, livestock, and poultry, parking of commercial vehicles or equipment, (collectively, and without limitation to those improvements mentioned above, the "Unauthorized Improvements"). The ACB has also noted that the architectural guidelines established by the Association have not been fully followed by the ACB in recent years, resulting in approval of improvements which, according to those criteria, should have been denied. The ACB has as a result decided that to allow further violations of these restrictions, the architectural guidelines, or any other covenants of the Covenants, would not be in the best interest of the Association. It is the intent of the ACB to again enforce all Covenants of the Association, and the architectural guidelines.

Effective on **March 26, 2025**, the ACB will begin uniformly enforcing Covenants and the architectural guidelines, and all other restrictions of the Association, pursuant to the Policies which have been adopted by the Board and are enclosed herewith. All Owners must obtain prior written approval of a prospective improvement or alteration and cure any existing covenant violation(s) on their respective Lots. Additionally, all future improvements and alterations, beginning on the date of this Memorandum, must comply with the architectural guidelines. Any Owner who installs or alters an improvement without first obtaining the written approval of the ACB at the time of the request (and not merely an individual director) will be in violation. Such violations will be subject to full enforcement by the ACB and Association, including without limitation, removal or restoration of the improvements or alterations by the Association, the full cost of which will be an assessment against the lot pursuant to Article VII and Article VIII, of the Declaration.

Please note, however, that all improvements and additions previously approved by the ACB or Board of Directors, and certain Unauthorized Improvements will be allowed to remain.

provided that for permitted Unauthorized Improvements, a belated Architectural Review Application must be submitted so that the violation is registered with the ACB, on or before **April 25, 2025**. **Please also note that vehicles or equipment parked on Lots in violation of the Covenants must be removed and will not be permitted to remain on Lots except in garages.** If the application is submitted and approved, the Unauthorized Improvement is allowed to remain in its existing form, but may not be altered, or replaced without the prior written approval of the ACB. If you currently have an improvement or alteration on your lot which violates these restrictions, you must submit the enclosed registration form to the ACB by the indicated date. Any Unauthorized Improvement that is not registered by the deadline will be unauthorized, in violation of the foregoing restrictions, and subject to full enforcement by the Association, which includes, but is not limited to, pursuing legal action to compel the removal of such improvement or alteration, and/or removal of the improvement or alteration by the Association. Other Unauthorized Improvements which represent maintenance failures on the part of the Owner must be reported and a date for repair or replacement arranged with the ACB. Failure to submit a form for such Unauthorized Improvements may result in further action by the Association with costs for same potentially recovered from the Owner.

Thank you for your anticipated cooperation.

By: 
Dori Potts, Chair of the ACB

Enclosures: Copy of A&R Architectural Clarification and Guidelines, Self-Reporting Form.

AMENDED AND RESTATED RAINBOW SPRINGS ACB CRITERIA CLARIFICATION AND GUIDELINES

(Substantial Rewording. See governing documents for former text)

Purpose: The purpose of this document is to clarify restrictions that are identified in the Restated Declaration of Covenants, Conditions, Restrictions and Easements and the Architectural Criteria as recorded in the Public Records of Marion County, Florida at Book 6605, starting at Official Records Page 277, and again at Book 7271, starting at Page 61. The clarifications and guidelines below are meant to inform members of various restrictions or requirements within the Community pursuant to Article VII of the Restated Declaration of Covenants, Conditions, Restrictions and Easements as applied by the Architectural Control Board ("ACB"). Certain matters are recited in full from the Governing Documents of Rainbow Springs to present a full picture.

Background: Restrictions applicable to properties within the Community which are subject to the Covenants of the Community are set forth in:

Declaration Articles VII and VIII,
Declaration Exhibit B, Restrictive Covenants for Residential Lots,
Declaration Exhibit C, Restrictive Covenants for Multi-family Lots,
Rainbow Springs Architectural Criteria.

Clarifications, Guidelines and Criteria:

1. Trees: Declaration Article VIII Section 9 and ACB Criteria #10

- No tree other than pine trees with a diameter of four (4) inches or greater and more than ten (10) feet from the foundation of a home can be removed without approval of the ACB
- Any tree within ten (10) feet of the foundation can be removed or trimmed without ACB approval
- All trees, regardless of species or requirement of permission, that are removed within the POA, will be required to have the stump ground
- Trees to be removed must be marked so that the ACB is able to identify them during the application review process. (We suggest wrapping the trees to be removed with ribbon and not paint in the event the ACB denies your request.)

2. Screening of equipment: Declaration Article VIII Sections 4 and 10 and ACB Criteria #7

Any electrical/mechanical equipment, utility tanks or garbage areas if otherwise visible from any road right-of-way, shall be completely shielded therefrom by shrubbery or fence

- If using a fence, member must adhere to all fencing requirements included within this document
- Plants or shrubbery used to screen such equipment must be replaced if they die within 30 days

3. Visibility at Intersections Declaration Article VIII Section 4

- No obstruction to visibility at street intersections or access area intersections shall be permitted
- Members owning corner lots are required to maintain all landscaping near intersections to ensure clear visibility for drivers from all directions

4. Garbage and Trash Disposal Declaration Article VIII Section 5

- Any items (garbage, rubbish, equipment, household items or other debris) intended for disposal must be contained and out of site from roadway and neighboring properties until set out for removal/pick-up the following day.
- Members may store garbage cans outside if contained behind screening and must be kept clean and sanitary.
- Garbage cans (or recycling bins) kept outside must be kept in a manner which reduces attracting insects, rodents, or other scavengers and pests.

5. Owner Maintenance Declaration Article VIII Section 8

- Members are required to maintain the Lot and any improvements located on the Lot in neat and attractive condition which requires the Owner to repair and restore all improvements upon the Lot. Such maintenance and repair includes:
 - Grass is to be mowed, trees and other vegetation trimmed or cut down as necessary (following removal guidelines for ACB approvals as required), and debris removed promptly
 - All structures and fences shall be kept clean of mold, stains and damage
 - Roofs and gutters shall be kept clean and free of plants growing on them
 - Driveways and sidewalks shall be clean and not covered with black stain
 - Mailboxes shall be kept in tidy order. No rust, mold or damage
 - No construction waste or materials shall be kept outside unless approved by ACB during the period of any construction
 - All doors, windows, and screens (house, garage, or accessory structure) shall be in good working condition with no tears or broken glass

6. Exterior Siding Materials and Colors. ACB Criteria #3

The choice of exterior material and color is extremely important. Natural colors and textures shall be used. For Residential and Multifamily Units, exterior materials are rough sawn woods and masonry stucco. Muted or earth tone colors in the brown, gray

and green ranges are generally most appropriate, however, all colors must be approved by the ACB.

- RSPOA office has a list of approved paint colors, can also be found on POA website
- New paint colors can be added or removed as they become available. Neon or fluorescent colors are not acceptable.
- Reflective or mirror glass that is highly reflective is prohibited
- All structures built or added to lots must have similar appearance with respect to materials and colors already on the residence so as to match the residence.
- All exterior materials must be approved by the ACB.

7. Roofscape. ACB Criteria #4

One of the most visible elements of any home or multifamily dwelling complex is the roof. Its ultimate appearance in relation to the structure should be carefully considered.

- Acceptable roof materials are Asphalt Shingle, Tile, Metal, Concrete, Photovoltaic shingles, Cedar shakes or Cedar shingles or Clay
- Bare galvanized/raw aluminum or raw steel/metal roofs of any kind are prohibited
- All metal needs to be powder coated, acrylic coated galvalume or painted.
- Any roofing material which is reflective is prohibited
- New materials may be added or removed from this list by the Board from time to time

8. Garages and Carports ACB Criteria #5 and Exhibit B Section 16

Garages must be designed as an integral part of the house. All storage areas included in the garage shall be planned to minimize their exposure to street view.

- Garages attached to single family residence shall be no larger than 3 car stalls
- Carports are required to be affixed to the ground with concrete footings and must have similar characteristics (e.g., roofscape, material, and color), to the residence
- Carports larger than 12'x16' must be fixed to a concrete floor.
- Carports smaller than 12'x16' must have aggregate or gravel for flooring material and have appropriate hurricane tie-downs.
- All carports must have landscaping on both sides to provide an aesthetically pleasing appearance for the carport.

9. Fences Exhibit B Section 10 and ACB Criteria #7

- No fence or wall shall be erected in the front or side yard of a lot
- Fences must be behind the back plane of the house.

- Fences must not be placed within the applicable setbacks.
- The ACB may require a survey to be obtained to ensure the proposed fence follows required setbacks and does not encroach upon other lots. The Association will not be responsible for any such encroachment even if a survey is required.
- Fences are not permitted around the perimeter of individual lots.
- Fencing along the golf course is not permitted.
- Fence height cannot exceed 4 feet from ground to top of fence.
- Chain link fences must be black powder-coated or coated in green vinyl.
- Any wood used must be treated or painted.
- No reflective material may be used.

10. Landscaping. ACB Criteria #9

- Proper landscaping adds the finishing touch to your home. A minimum of 2% of construction cost should be spent for new landscape plant materials for each single-family residence. Member should include with new build application an itemized plant list with costs
- Site planning and clearing should be accomplished, insofar as is feasible, in a manner which respects and preserves the existing natural trees, vegetation and land contours
- If at any time the ACB deems it proper, a property owner with a single-family dwelling may be required to sod and/or seed from the property line to the edge of the street paving

11. Signs: ACB Criteria #11

- During construction a sign not exceeding ten (10) square feet and setting forth the name or the architect and contractor may be displayed on the lot. After the house is completed, it must be removed immediately
- No signs of any kind shall be displayed to the public view except real estate sales/rental signs and signs provided by security system monitoring services.

12. Parking of Recreational Vehicles and Boats Exhibit B Section 5

- Recreational vehicles, utility trailers and boats (collectively, "RVs") may only be kept outside of a garage on lots of 1 acre or larger in area.
- RVs must be parked behind the back plane of the residence.
- No more than two (2) RVs are allowed on a Lot.
- Prior written approval of the ACB is required before any RV may be stored on any lot.

- Screening of the RV by means of plants or fencing may be required by the ACB as a condition of approval.
- All approved RV parking will expire after 2 years and require re-approval.
- Replacement of any approved RV will require approval for parking of the new RV.

13. Temporary Structures (Exhibit B Section 4)

Temporary Structures are prohibited. Any structure other than a single-family residence (an "accessory structure") must be approved by the ACB and must meet the following criteria:

- No accessory structure may be larger than 30' x 40' and 15' in height.
- No accessory structure may be used as living area.
- All accessory structures must be fixed to a concrete foundation.
- Landscaping around any accessory structure is required to blend the appearance of the structure into the surroundings of the Community.
- Any door on an accessory structure larger than a standard 36" door must be oriented so as to face the owner's home. Such larger doors cannot face towards neighbors' home'. This requirement is intended to limit noise affecting neighboring homes.
- All accessory structures must be constructed behind the back plane of the home
- Accessory structures must meet all required setbacks
- Accessory structures should be constructed to look like the residence with similar overhangs, residential-style garage doors, and similar exterior materials, roofing style, and colors
- Only one accessory structure may be constructed on a Lot.
- Owners must maintain accessory structures in neat and attractive condition at all times.

14. Pets, Livestock and Poultry: Exhibit B Section 8

- Pets not subject to the voice command of their owners must be kept on a leash when outside even if on the Member's own lot.
- Owners are required to clean up after their pets
- Members must keep yards clean of animal waste and ensure no neighbor smells pet waste.
- No member shall have or keep bees or hives on any lot

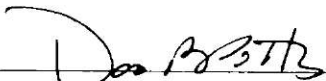
15. Commercial Trucks: Exhibit B Section 9

- Commercial trucks or vehicles shall not be parked or stored on any Lot, except as may be approved by the ACB.

- Construction equipment shall be parked or stored inside a garage when not in use and items fitting this description, include, but are not limited to:
 - Backhoe loaders of any size and attachments that are designed for them
 - Bulldozers of any size and any attachments designed for them
 - Excavators of any size and any attachments designed for them
 - Motor graders and any attachments designed for them
 - Skid steer loaders of any size and any attachments designed for them
 - All Earth Augers
 - Sod cutters
 - Lawn tractors larger than 30 HP
 - Trenchers of any size
 - Wheel loaders of any size and any attachments designed for them
 - Earth Shoring equipment (trench boxes)
 - Stationary or mobile liquid pumps other than sump pumps or small cradled trash/water pumps
 - Stationary or mobile Refrigerated containers/trailers
 - Stationary or mobile equipment used in distribution of electrical power - temporary or permanent
 - Woodchipper/shredder combination towed behind a licensed vehicle, car or truck of any size
 - Stationary or Mobile Air Compressor larger than 30-gallon capacity - regardless of how it's powered
 - Stationary or Mobile Wood splitter – regardless of how it's powered
 - Trailer mounted lighting equipment – any size
 - Any truck or trailer mounted power washing equipment
 - Storage/jobsite containers regardless of material constructed from
 - Other than vehicle mounted welding equipment
 - Other than vehicle mounted gas torch or plasma cutting equipment
 - No trailers unless approved by the ACB
 - Forklifts of any size internal combustion engine or electric whether a standalone vehicle or attached to a tractor, and any attachments that are designed for them
 - Telehandler/Boom trucks of any size and any attachments that are designed for them
 - Ride on/in floor scrubbers and sweepers
 - Street sweepers of any size including small units designed to sweep sidewalks
 - Temporary stationary or mobile jobsite air handling equipment with or without heat/cool functionality to include dehumidifiers and air scrubbers
 - Anything that mixes or transports mixed or dry masonry products – concrete, cement, grout, mortar, etc.

- Motorized Concrete surface prep or finishing equipment – regardless of how it's powered
- Any roller or compactor of any size and regardless of how it's powered – walk behind or ride on/in
- Aerial work platforms such as; man life, scissor lift, atrium lift or bucket lift regardless of size and regardless of how it's powered except those permanently mounted to a vehicle
- Scaffolding - either erected or disassembled
- Cranes and Gantries of any size
- Extendable Boom vehicles of any size

THIS AMENDED AND RESTATED RAINBOW SPRINGS ACB CRITERIA CLARIFICATION AND GUIDELINES is hereby adopted this 26th day of March, 2025, by the Architectural Control Board of the Rainbow Springs Property Owners Association, Inc., and subject to review and modification by the Architectural Control Board in the future as deemed necessary.


Dora A. Potts, Chairperson


Lynne Eder, ACB Member


Bill Dexter, ACB Member


Randy Shultz, ACB Member


Mechelle Walker, ACB Member