

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06700 Pgs 1237 - 1258; (2pgs)
CLERK'S # 2007075259
RECORDED 05/21/2007 03:21:19 PM
RECORDING FEES 18.50
RECORDED BY T Saith

Prepared by and return to:

Albert R. Cook, Esquire
1211 State Road 436, Suite 127
Casselberry, FL 32707

AMENDED
Notice of Intent to Enforce Covenants, Rules & Regulations
of The Forest Club, Inc.

THE FOREST CLUB INC HEREBY PROVIDES THE FOLLOWING NOTICE TO ALL PRESENT AND FUTURE OWNERS AND ALL PROSPECTIVE PURCHASERS OF PROPERTY WITHIN THE FOREST CLUB LOCATED IN SEMINOLE COUNTY, FLORIDA, WHICH IS SUBJECT TO THOSE CERTAIN RESTRICTIONS RECORDED AT O. R. BOOK 1117, PAGE 1760, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS AMENDED BY O. R. BOOK 1176, PAGE 1734, O. R. BOOK 1722, PAGE 109, O. R. BOOK 2075, PAGE 461, AND O. R. BOOK 4940, PAGE 1730.

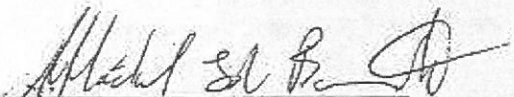
1. ALL PRESENT AND FUTURE OWNERS AND ALL PROSPECTIVE PURCHASERS OF PROPERTY IN THE FOREST CLUB ARE PLACED ON NOTICE THAT THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE FOREST CLUB, INC., AS RECORDED IN O. R. BOOK 1117, PAGE 1760, O. R. BOOK 1176, PAGE 1734, O. R. BOOK 1722, PAGE 109, O. R. BOOK 2075, PAGE 461 and O. R. BOOK 4940, PAGE 1730, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE RULES & REGULATIONS ADOPTED PURSUANT TO THE DECLARATION WILL BE STRICTLY ENFORCED.
2. PAST VIOLATIONS OF THE DECLARATION OR RULES & REGULATIONS MAY HAVE OCCURRED. SOME OF THESE VIOLATIONS MAY BE VISABLE IN THE COMMUNITY. YOU SHOULD NOT RELY ON THE PRESENCE OF VIOLATIONS THAT YOU HAVE OBSERVED AS AN INDICATION THAT THE PARTICULAR COVENANT, RESTRICTION, RULE OR REGULATION HAS BEEN WAIVED.

(OVER)

3. IN THE EVENT THAT IT BECOMES NECESSARY FOR THE ASSOCIATION TO TAKE LEGAL ACTION TO ENFORCE THESE COVENANTS, ALL COSTS ASSOCIATED WITH THE ACTION, INCLUDING ATTORNEY'S FEES ARE CHARGEABLE TO THE UNIT OWNER.

I hereby certify that this notice was approved at a duly called meeting of the Board of Directors of The Forest Club, Inc., held on May 8, 2007.


The Forest Club, Inc.

By: 
Michael Barratt, President

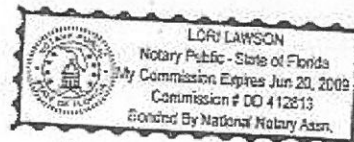
STATE OF FLORIDA
COUNTY OF SEMINOLE

Before me personally appeared Michael Barratt, to me well known and known to me to be the President of The Forest Club, Inc. and who executed the foregoing instrument and acknowledged before me that he executed the same instrument for the purposes therein expressed.

Witness my hand and official seal this 17 day of May, 2007.


Notary Public

My commission expires



Fla. Drivers license presented

MARYANNE MORSE, CLERK OF DISTRICT COURT
SEMINOLE COUNTY
BK 04940 PG 1730
CLERK'S # 2003131657
RECORDED 07/30/2003 07:53:43 AM
RECORDING FEES 15.00
RECORDED BY L Woodley

This instrument prepared by:

Paul L. Wean, Esquire
WEAN & MALCHOW, P.A.
646 East Colonial Drive
Orlando, Florida 32803

CERTIFICATE OF APPROVAL OF AMENDMENTS
OF
THE FOREST

The undersigned authorities hereby certify that the Association unit owner members and the Board of Directors have duly adopted the attached amendments to the Declaration as originally recorded in the Public Records of Seminole County at Official Record Book 1117, Page 1760, as amended, at a duly called meeting of the members held on March 24, 2003. The amendments were adopted by the affirmative vote of not fewer than two-thirds (2/3) of the total OWNERS present in person or by proxy as set forth in Article VII, Section 12 of the Second Amended Declaration of Covenants, Conditions and Restrictions The Forest Club, Inc.

Witness our hands and seals this 18th day of June, 2003.

ATTEST:

"THE FOREST CLUB, INC."

Fern Stone
Secretary

By Donald E. Stettler
President

STATE OF FLORIDA :
COUNTY OF SEMINOLE :

Before me, the undersigned authority, personally appeared DONALD E. STETTLER & FERN STONE, to me personally known to be the President and Secretary, respectively, of THE FOREST CLUB, INC., or having produced _____ as identification and did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.



Witness my hand and official seal in the State and County last aforesaid, this 18th day of June, 2003.

Evelyn E. Elliott (SIGN)

EVELYN E. ELLIOTT (PRINT)
Notary Public, State of Florida at Large

My Commission Expires:

PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE FOREST

Proposed additions shown in **bold underlining**
Proposed deletions shown in ~~strikeouts~~
Omitted but unaffected provisions are represented by ***

ARTICLE VII

General Restrictions

Section 1. Use Restrictions. No Lot may be used for purposes other than a single family residence. Notwithstanding any other provision herein, the Board of Directors shall have the authority and power to adopt reasonable rules and regulations concerning the use of the Properties, provided that such rules may not be inconsistent with the express provisions of this Declaration, or the Articles of Incorporation or the Bylaws, as amended from time to time. The failure of a superior document to address a subject, or to address it in all respects, shall not be construed to imply that a rule on the same subject, or on a different aspect of the same subject is necessarily inconsistent with the superior document.

Section 8. Age of Residents. From and after the effective date of amendments to this Section, at least one (1) person occupying each unit must have attained the minimum age of fifty-five years prior to occupancy. So long as at least one resident in the unit has attained this minimum age, no other person may occupy the unit unless and until such person has attained the minimum age of fifty (50) years. ~~No person below the age of fifty-five (55) years shall be permitted to become a Resident - Owner or Tenant of any Lot. However, this section shall not apply to persons who are Residents - Owners or Tenants between the ages forty (40) and fifty-five (55) years on the date the amendment is recorded in the Public Records of Seminole County, Florida. Additionally, no person who otherwise qualifies by age but who has children below the age of twenty-one (21) years living at home shall be permitted to become or remain a Resident - Owner or Tenant of any Lot.~~

It is the intent of this provision that the community comply with the Fair Housing Amendment Act of 1988, and the Housing for Older Persons Act of 1995 as the same may be amended from time to time. These laws currently require that not less than eighty (80%) percent of the Lots at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of insuring that the foregoing required percentages of occupancy by older persons are maintained at all times, recognizing that the remaining twenty (20%) percent is intended to cover the

unforeseen exigencies of life (i.e. death, divorce, hospitalization), which may result in a Lot that was formerly in compliance with this restriction being involuntarily without at least one occupant of at least fifty-five (55) years of age. In such situations, the unit may continue to be occupied by the remaining occupants, so long as at least eighty (80%) percent of the Lots continue to have at least one resident fifty-five (55) years of age or older.

The Board or its designee shall have the sole and absolute authority to deny occupancy of a Lot to any person(s) who would not comply with this restriction. To comply with the requirements of law, the Board or its designee is hereby empowered to require submission of information about each proposed occupant and to require prior approval for all occupants as to compliance with the age limitations contained in this section. The Board may require forms of proof of age acceptable under the foregoing statutory authority and shall at all times maintain a current census of all occupants in the Properties.

The Association shall be empowered to enforce this provision and such enforcement may include the right to cause the removal of any unapproved occupants. Any person who occupies a Lot prior to obtaining approval of the Board or its designee, and any person allowing another to occupy a Lot prior to obtaining approval shall be held to have agreed that occupancy may not thereafter be considered by the unauthorized occupant unless and until the unauthorized occupant shall have first vacated the Lot.

In any action taken to enforce the provisions of this section the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

* * *

Section 10. Enforcement. Enforcement of these Covenants may be by proceeding at law or in equity against any person or entity violating or attempting to violate or circumvent any provision hereof. Any proceeding can be brought in the name of THE FOREST CLUB, INC. or in the name of any OWNER, their successors and assigns. Failure to enforce any portion hereof shall not constitute a waiver or estoppel to enforce subsequent violations. In any action to enforce the provisions of this Declaration, the Articles of Incorporation, the By-Laws, as amended, or of any Rules and Regulations adopted by the Board of Directors, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including those incurred by to instituting action and those resulting from any appellate proceedings. Such fees and costs shall constitute an individual assessment against the Lot and person of the non-prevailing owner, and if unpaid for more than thirty (30) days, shall be collected in the manner provided in Article IV hereof for collection of other delinquent assessments.

331
6/12/89

THIRD AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE FOREST CLUB, INC.

KNOW ALL MEN BY THESE PRESENTS, That this Amended Declaration of Covenants, Conditions and Restrictions, made and entered into by THE FOREST CLUB, INC., a Florida corporation not for profit.

361
check

WHEREAS, THE FOREST CLUB, INC., is successor in interest to the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ORLANDO by assignment dated November 8, 1985 and recorded on November 25, 1985 in OR book 1689, pages 0919 through 0923, PRSC; and WHEREAS, pursuant to rights granted in the Declaration of Covenants, Conditions and Restriction for THE FOREST dated April 5, 1972, (recorded in OR Book 1117, page 1768 et seq., Public Records, Seminole County, Florida) as amended July 6, 1978 (recorded in OR Book 1176, Page 1734 through 1739 et seq. of said County) and as amended March 14, 1986 (recorded in OR Book 1722, page 0109 et seq. of said County) and in accordance with Article VII, Section 12, as amended has the authority to amend the DECLARATION.

2075 0461
BOOK PAGE

NOW, THEREFORE, THE FOREST CLUB, INC., hereby makes the following amendment to THE DECLARATION:

Article VII SECTION B is hereby amended to read as follows:

No person below the age of fifty-five (55) years shall be permitted to become a Resident - Owner or Tenant of any Lot. However, this section shall not apply to persons who are Residents - Owners or Tenants between the ages forty (40) and fifty-five (55) years on the date the amendment is recorded in the Public Records of Seminole County, Florida. Additionally, no person who otherwise qualifies by age but who has children below the age of twenty-one (21) years living at home shall be permitted to become or remain a Resident - Owner or Tenant of any Lot.

EXCEPT AS AMENDED HEREDY, the Declaration, as previously amended, is hereby ratified and confirmed.

IN WITNESS WHEREOF, this Third Amendment to the Declaration of Covenants, Conditions and Restrictions for THE FOREST CLUB, INC. has been duly executed this 17th day of May, A.D. 1989.

Attested:

THE FOREST CLUB, INC.

Stanley J. Dwyer
Secretary


BY: *John A. Kueck*
President

HAND
MAILED
617765
SECRETARY

RECORDED & VERIFIED
1989 JUN -6 AM 8 59

STATE OF FLORIDA
COUNTY SEMINOLE

I heroby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John A. Hauck and Stanley J. Dynak, well known by me to be the person named in the foregoing instrument, and that he acknowledged executed the same under oath, freely and voluntarily for the purposes therein stated.

Witness my hand and official seal in the County and State aforesaid this 17th day of May, A.D. 1989.



Evelyn Donnelly
Notary Public, State of Florida
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APRIL 17, 1993
BONDED THRU MCKEESBERRY & ASSOCIATES

JOINDER OF TWO-THIRDS OF OWNERS

The undersigned, being all owners of record of Lot(s) in The Forest do hereby join in the document for the purposes herein expressed. There are 313 Lots in the Forest; the record owners of at least two-thirds (218) of these lots must join to make this document effective.

Following are their joinders:

217 Members executed this document. Names of Members are on file in the Forest Club Office.

2075 0462
BOOK PAGE
SEMINOLE CO. FLA.

DX 25700

SECOND AMENDED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SEMINOLE CO. FL.

THE FOREST CLUB, INC.

KNOW ALL MEN BY THESE PRESENTS, That this Amended Declaration of Covenants, Conditions and Restrictions, made and entered into by THE FOREST CLUB, INC., a Florida Corporation not for profit.

WHEREAS, THE FOREST CLUB, INC., is successor in interest to the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ORLANDO by assignment dated November 8, 1985 and recorded on November 25, 1985 in OR Book 1689, Pages 0919 through 0923, PRSC; and WHEREAS, pursuant to rights granted in the Declaration of Covenants, Conditions and Restrictions for THE FOREST dated April 5, 1977 (recorded in OR Book 1117, Page 1760 et seq, Public Records, Seminole County, Florida) as amended July 6, 1979 (recorded in OR Book 1176, Page 1734 through 1739 et seq of said County) (hereinafter together called THE DECLARATION), and in accordance with Article VIII, Section 13, as amended, the FOREST CLUB, INC., has the authority to amend the DECLARATION.

NOW, THEREFORE, THE FOREST CLUB, INC., hereby makes the following amendments to THE DECLARATION:

Article I is hereby amended to read as follows:

ARTICLE I

Definitions

- SECTION 1. THE FOREST CLUB shall refer to THE FOREST CLUB, INC., a Florida Corporation not for profit, its successors and assigns.
- SECTION 2. PROPERTIES shall refer to the real property attached hereto as Exhibit A and such additions as may hereafter be brought within the jurisdiction of the Covenants.
- SECTION 3. COMMON AREAS shall mean all real property, including the improvements thereon, owned or leased by THE FOREST CLUB for the common use and enjoyment of the residents of THE FOREST.
- SECTION 4. LOT shall mean any platted plot of land capable of having a privately owned home thereon as may be so shown on the recorded plat of THE FOREST, excluding common areas.
- SECTION 5. OWNER shall mean the fee simple owner or owners of record of a lot in THE FOREST, whether or not said person(s) or entity actually occupies said lot. The term MEMBER when used here or in the BYLAWS shall be synonymous with the term OWNER.
- SECTION 6. TENANT shall mean any person lawfully occupying a living unit in THE FOREST other than an OWNER.
- SECTION 7. LIVING UNIT shall mean any lot together with the home situated thereon suitable for use and occupancy as a residence by a single family.

DAVID H. GIBBEN
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.
280897
RECORDED & VERIFIED
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OR BOOK 04940 PAGE 1036

- SECTION 8. BYLAWS shall mean statements of purpose, organization and functions regulating the internal affairs of the corporation.
- SECTION 9. RULES AND REGULATIONS shall mean the published rules and regulations established from time to time by THE FOREST CLUB which shall govern the conduct of all residents and those who come into THE FOREST.
- SECTION 10. QUORUM- Such a number of members of a body as is competent to transact business in the absence of the other members; What constitutes a quorum shall be as to allow the official conduct of business by THE FOREST CLUB or any of its Boards or other business entities shall be established by the Bylaws for THE FOREST CLUB.
- SECTION 11. PROXY- A person who is substituted by another to represent him and vote for him. (Also refers to the instrument appointing such person.) Wherever a proxy vote is allowed pursuant to the Bylaws, it shall be on the form provided by THE FOREST CLUB, which form shall contain the general nature of the matters to be considered for which the Proxy is given; shall specify the meeting for which the Proxy is given; and shall specify whether the holder is bound to any particular voting instructions.
- SECTION 12. ABSENTEE BALLOT - A written vote on a particular issue made on a form provided by THE FOREST CLUB and signed by the person entitled to vote when such person is physically absent from the meeting at which the vote is to be cast; once an absentee ballot is received, the individual shall be considered as having voted just as if present in person. The Bylaws shall prescribe the form and procedure for absentee balloting.
- SECTION 13. DECLARANT - When used, this term shall refer to THE FOREST CLUB, INC.

1722 0110
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Article II is hereby amended to read as follows:

ARTICLE II

Property Rights

- SECTION 1. RULES AND REGULATIONS. All property rights of all OWNERS AND TENANTS shall be subject to reasonable Rules and Regulations which may from time to time be promulgated and enforced by THE FOREST CLUB.
- SECTION 2. EASEMENT OF ENJOYMENT. Every OWNER and TENANT shall have the right and easement of enjoyment in and to the COMMON AREAS, which right shall be appurtenant to and shall pass with the title to every LOT, subject to:
- the right of THE FOREST CLUB to charge reasonable fees for the support of the COMMON AREAS.
 - the right of THE FOREST CLUB to promulgate and enforce reasonable Rules and Regulations.
 - the right of THE FOREST CLUB to suspend the right of both OWNERS and TENANTS to use the COMMON AREAS for a period not to exceed sixty (60) days for any breach of RULES AND REGULATIONS or these COVENANTS.

Article III is hereby amended to read as follows:

FILE NUM 2003131656
DR BOOK 04940 PAGE 1700

ARTICLE III

Membership and Voting Rights

- SECTION 1. Every OWNER shall be a voting member of THE FOREST CLUB; said voting membership shall be appurtenant to and may not be separated from the ownership of any LOT and such voting membership shall terminate simultaneously with any termination of ownership.
- SECTION 2. Every OWNER shall be entitled to one (1) vote for each lot owned. When more than one person owns a lot, each of said OWNERS shall be a member of THE FOREST CLUB, but there shall be only one (1) vote attributable to that LOT and they may determine among themselves how their vote shall be exercised. The vote may not be fractionally split, but must be cast as a whole.
- SECTION 3. Notwithstanding the above, if an OWNER owns two contiguous LOTS which are assessed as one LOT pursuant to ARTICLE IV, Section 10, then that OWNER shall be entitled to only one (1) vote for both lots.
- SECTION 4. TENANTS shall have no voting rights.

Article IV is hereby amended to read as follows:

ARTICLE IV

Covenant for Assessments

- SECTION 1. Creation of the Lien and Personal Obligation for Assessments. Each OWNER of a LOT is deemed to covenant and agree to pay to THE FOREST CLUB:
 - a. annual assessments
 - b. special assessments

The annual and special assessments, together with costs, interest, and reasonable attorney fees incurred in enforcing and collecting same, shall be secured by a continuing lien and charge upon the LOT against which said assessment is made. In addition, each assessment, together with costs, interest and reasonable attorney fees shall also be the personal obligation of the OWNER at the time said assessment fell due.

- SECTION 2. The assessments shall be used exclusively by THE FOREST CLUB to promote the recreation, health, safety and welfare of the OWNERS AND TENANTS of THE FOREST and for the improvement and maintenance of the common area.
- SECTION 3. The method and procedure for establishing annual and special assessments for each LOT shall be determined by THE FOREST CLUB as provided in its Bylaws.
- SECTION 4. Annual Assessments. The annual assessment shall commence on the first day of the new fiscal year of THE FOREST CLUB. The Board of Directors shall fix the amount of the annual assessment against each LOT at least thirty (30) days in advance of the beginning of a new fiscal year. The due dates and payment procedure shall be as established from time to time in the Bylaws of THE FOREST CLUB.
- SECTION 5. In addition to the foregoing, THE FOREST CLUB may levy special assessments at any time during any fiscal year (applicable to that fiscal year) the purpose of which is to defray, in whole or part, costs for any construct reconstruction, improvements, repair or replacement of improvement to the COMMON AREAS; provided, however that such special assessment must be approved by majority of the members voting at a meeting called for that purpose.

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BOOK PAGE

SECTION 6. Uniform Rate of Assessment. Except as provided in Article VI, Section 3, annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

SECTION 7. Effect of Nonpayment of Assessments; Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of one and one-half percent (1½%) per month until paid. THE FOREST CLUB may bring an action at law against the OWNER of record at the time the assessment fell due or foreclose the lien on the LOT securing the assessment. No OWNER may waive or otherwise escape liability for the assessments provided for herein by the non-use of the COMMON AREAS or abandonment of the LOT.

SECTION 8. Subordination to the lien of Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of a LOT pursuant to mortgage foreclosure or a proceeding in lieu thereof shall act to extinguish the lien for unpaid assessments which fell due prior to the date of the sale or transfer. Such transfer shall not affect the liability for assessment or the lien for assessments falling due after the date of sale or transfer.

Notwithstanding the foregoing, nothing shall prevent THE FOREST CLUB from meeting any obligations of the OWNER under any mortgage or lien superior to the lien of the assessments in order to protect its lien; if so done, all such expenditures including all costs and reasonable attorney fees shall also become part of the assessment protected by the lien. There shall never be any obligation of THE FOREST CLUB to undertake such expense, only the right to do so at its sole discretion.

SECTION 9. Assessments against COMMON AREAS. There shall be no assessments against COMMON AREAS now owned or hereafter acquired by THE FOREST CLUB.

SECTION 10. Contiguous Lots. If two contiguous lots are owned by a single OWNER and are used solely as the site for a single living unit, then during said use the lots shall be assessed as a single lot.

Article V is amended to read as follows:

ARTICLE V

Architectural Control

SECTION 1. Architectural Review. No building, fence, wall or other structure shall be commenced, erected or maintained upon any LOT nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the proposed improvement shall have been submitted to and approved in writing by THE FOREST CLUB. The submittal shall also contain such other information as may be reasonably required by THE FOREST CLUB.

SECTION 2. THE FOREST CLUB shall review the submittal with regard to the following items:

- a. Harmony of external design and location in relation to surrounding structures and topography.
- b. Size of proposed improvement and location on the LOT.

BOOK PAGE
1722 0112
SPENCER CO. FL.

SECTION 3. Residents must comply with building regulations of the City of Lake Mary, Seminole County, and the State of Florida, including obtaining proper building permits.

SECTION 4. In the event THE FOREST CLUB fails to approve or disapprove such proposed improvement within thirty (30) days after all requested information has been provided to THE FOREST CLUB, approval shall no longer be required as to that submittal and this Section shall be deemed to have been complied with.

Article VI is hereby amended to read as follows:

ARTICLE VI

Exterior Maintenance

SECTION 1. Maintenance of Premises. It shall be the obligation of each OWNER AND TENANT to maintain the exterior of LOT premises, including improvements thereon, in a neat and clean manner.

SECTION 2. Failure to Maintain. In the event the LOT premises are not maintained as required, THE FOREST CLUB upon approval by two-thirds (2/3) of the Board of Directors, shall have the right (but not the obligation) to enter upon said LOT premises to repair and maintain said LOT premises and any improvements thereon. The entry onto said LOT shall not constitute a trespass.

SECTION 3. Costs to become part of assessments. The costs of said maintenance thus incurred shall be added to and become a part of the annual assessment, shall constitute a lien on the LOT, and shall be payable in full within thirty (30) days of the date it is billed to the OWNER. Failure to pay shall entitle THE FOREST CLUB to all remedies due to nonpayment of assessments.

BOOK PAGE
1722 0113
SEMINOLE CO. FL.

Article VII is hereby amended to read as follows:

ARTICLE VII

General Restrictions

SECTION 1. Use Restrictions. No lot shall be used for purposes other than a single family residence.

SECTION 2. Motor Vehicles. No automobile or other motor vehicle may be painted, refinished, disassembled or repaired in THE FOREST; provided, however, that in the event of an emergency, repairs of a minor nature may be undertaken.

SECTION 3. Parking of Vehicles at the LOT. Only currently licensed and operating passenger vehicles may be parked at the LOT providing that such parking is restricted to the driveway and carport areas. No overnight parking is permitted on the street adjacent to the LOT.

SECTION 4. All other currently licensed vehicles, including boats, trailers, travel trailers, motor homes, commercially licensed vehicles may not be stored, parked or temporarily parked on any LOT, driveway or street adjacent thereto, but shall be parked and stored in the storage area (if any) provided by THE FOREST CLUB for such purpose.

SECTION 5. Pets. Only small domestic pets will be allowed subject to the Rules and Regulations promulgated and enforced from time to time by THE FOREST CLUB on all LOTS except the following:

NO PETS OF ANY KIND SHALL BE PERMITTED ON:

BLOCK C - Lots 8 through 35 inclusive
BLOCK D - Lots 1 through 18 and 51 through 60 inclusive
BLOCK E - Lots 42 through 49 inclusive

In no event shall any pet be kept or maintained for commercial or breeding purposes.

SECTION 6. Regulation of Gates. THE FOREST CLUB shall establish as part of its Rules and Regulations reasonable hours for the opening of each exit and entrance to THE FOREST.

SECTION 7. Signs. No signs or nameplates of any kind shall be erected on any LOT so as to be visible from the street except as are previously approved by THE FOREST CLUB. OWNER or TENANT identification signs shall be allowed if in conformity with the Rules and Regulations; real estate signs displayed temporarily for the sale or rental of that LOT, if the size and configuration are also in conformity with the Rules and Regulations (and clearly state "FOR SALE" or "FOR RENT") shall also be permitted.

SECTION 8. Age of Residents. No person below the age of forty (40) years shall be permitted to become a RESIDENT-OWNER or TENANT of any LOT. Additionally, no person who otherwise qualifies by age but who has children below the age of twenty-one (21) years living at home shall be permitted to become or remain a RESIDENT-OWNER or TENANT of any LOT.

SECTION 9. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or Court Order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 10. Enforcement. Enforcement of these Covenants may be by proceeding at law or in equity against any person or entity violating or attempting to violate or circumvent any provision hereof. Any proceeding can be brought in the name of THE FOREST CLUB or in the name of any OWNER, their successors and assigns. Failure to enforce any portion hereof shall not constitute a waiver or estoppel to enforce subsequent violations.

SECTION 11. Term. These Covenants shall remain in full force and effect and shall run with and bind the land subject to this Declaration for an initial term ending April 5, 2007. Upon the expiration of this initial term, this Declaration shall be automatically extended for successive periods of ten (10) years unless two-thirds (2/3) of the OWNERS shall affirmatively vote to terminate the same.

SECTION 12. Amendment. This Declaration may be amended in whole or part by an instrument in recordable form duly executed by not fewer than two-thirds (2/3) of the total OWNERS. No such amendment shall be effective until such time as it is duly recorded in the Public Records of Seminole County, Florida.

ARTICLE VIII shall be eliminated.

1722 0114
BOOK PAGE
SEMINOLE CO, FL.

FILE NUM 2003131656
OR BOOK 04940 PAGE 1703

EXCEPT AS AMENDED HEREBY, the Declaration, as previously amended, is hereby ratified and confirmed.

IN WITNESS WHEREOF, this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for THE FOREST CLUB, has been duly executed this 14th day of March 1986.

THE FOREST CLUB, INC.

BY: John A. Hauck
President



Acknowledgment

STATE OF FLORIDA
COUNTY OF SEMINOLE:

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared JOHN A. HAUCK, well known by me to be the person named in the foregoing instrument, and that he acknowledged executing the same under oath, freely and voluntarily for the purposes therein stated.

Witness my hand and official Seal in the County and State aforesaid this 14th day of March, 1986.

Evelyn Donnelly
Notary Public
My Commission expires: _____

Notary Public, State of Florida at Large
My Commission Expires Jan. 2, 1989
BORNED THIRD HILLCREST DRIVE, GAITHER
& HARTNEY INSURANCE & BONDS, INC.



JOINDER OF TWO-THIRDS OF OWNERS

The undersigned, being all owners of record of Lot(s) in The Forest do hereby join in the document for the purposes herein expressed. There are 313 Lots in The Forest; the record owners of at least two-thirds (210) of these lots must join to make this document effective.

Following are their joinders:

THIS DOCUMENT WAS PREPARED BY
NANCY S. ANDERSON
ACCOY 200 West 1706
Orlando 32802

(FROM FLORIDA)
BOOK PAGE
1722 0115
SEMINOLE CO. FL.

FILE NUM 2003131655
DR BOOK 04940 PAGE 1704