

The Lakeside at the Resort  
SUMMARY OF ARCHITECTURAL PROCEDURES AND REQUIREMENTS

This summary is intended to provide a brief overview of the architectural procedures and requirements of The Lakeside at the Resort ("Association") and is not intended to supplant or otherwise supersede the Association's full regulations set forth in the Declaration of Covenants, Conditions and Restrictions ("Declaration"). Owners desiring to make architectural modifications within the Association should first review any Architectural Rules in their entirety, as well as the Declaration and should not rely solely on this summary. The Declaration shall prevail in the event of any conflict with this summary.

1. The Declaration applies to any additions of or changes to the exterior building, building structure, fence, wall or other structure or Improvement within the Association.
2. Specific examples of changes requiring approval include but are not limited to the following: modification to a Lot, including but not limited to movement, relocation, construction, or removal of exterior walls, windows, patios, exterior painting, patio covers, doors, landscaping and placement.
3. No construction on or remodeling of a Lot within the Association may be commenced unless it has been previously approved as provided in the Declaration. All applications for approval must be made in writing by the owner and be delivered to the Association Manager's Office.
4. The written application must contain a narrative description of the remodeling setting forth in detail as a representation of the remodeling to be done: (i) the nature of the work to be performed, (ii) the time frame in which the work is to be performed, (iii) the extent of any construction which may adversely impact other property owners, and (iv) the time and days of the week during which any heavy construction will occur. The application must also contain diagrams or other drawings showing the location and extent of the proposed remodeling / construction.
5. Owners should receive a response to the written application within thirty (30) days after receipt. The date for a response by the Association may be postponed if necessary and Owner will be advised, in writing, of the need for postponement and the time frame by which a decision will be provided. Postponement may be necessary if additional information or documentation is requested of the Owner. Denial of an application will be made in writing and will include the reasons for denial and the procedure which the Owner may utilize for reconsideration of the decision by the Board.
6. Any challenge of a decision to disapprove a proposed change must be made in writing by the applicant and delivered to the Board of Directors care of the Property Manager, within thirty (30) days after the determination is sent to the Owner. Within sixty (60) days after receipt of a written appeal, the Board of Directors shall reconsider the specific issues on appeal. Within fifteen (15) days after receipt of an appeal, the Property Manager shall notify the applicant of the date, time and place of the Board of Directors meeting at which the challenge will be considered.

Improvement for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for that Improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Common Property Improvement, the Board shall be directed to consider and vote on the aforesaid question if a Notice of Completion has not been filed, within thirty (30) days after the expiration of the extension.

14.2 Consideration by the Members. A special meeting of Members, for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the failure of the Board to consider and vote on the question, shall be held no fewer than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such a meeting signed by Members representing five percent (5%) of the total voting power of the Association. A vote of a majority of the voting power of the Association residing in Members other than Declarant to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association, and the Board shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

#### ARTICLE XV GENERAL PROVISIONS

##### 15.1 Enforcement of Restrictions.

15.1.1 Violations Identified by the Association. If the Board determines that there is a violation of any provision of the Restrictions, or the Architectural Committee determines that an Improvement which is the maintenance responsibility of an Owner is in need of installation, maintenance, repair, restoration or painting, then the Board shall give written notice to the responsible Owner identifying (i) the condition or violation complained of, and (ii) the length of time the owner has to remedy the violation including, if applicable, the length of time the Owner has to submit plans to the Architectural Committee and the length of time the Owner has to complete the work proposed in the plans submitted to the Architectural Committee.

If an Owner does not perform such corrective action as is required by the Board and the Architectural Committee within the allotted time, the Board, after Notice and Hearing, may undertake to remedy such condition or violation complained of, and the cost thereof shall be charged to the Owner as a Special Assessment. Such Special Assessment shall be subject to enforcement and collection by the Board in accordance with the procedures provided for in this Declaration.

If the violation involves nonpayment of any type of Assessment, then the Board shall be entitled to collect