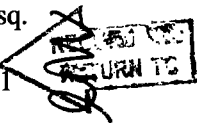


Prepared By and Return To:
Shannon L. Zetrouer, Esq.
146 2nd St. N., Ste. 100
St. Petersburg, FL 33701

REC 69.50



CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS & RESTRICTIONS
DALTON WOODS

The undersigned officers of Dalton Woods Homeowners' Association of Ocala, Inc., the corporation in charge of the operation and control of Dalton Woods according to the Declaration of Covenants & Restrictions thereof as recorded in Official Records Book 2833 Page 1929 et seq., of the Public Records of Marion County, Florida, hereby certify that the following attached amendments to the Declaration of Covenants & Restrictions and Bylaws were proposed and approved by majority vote of the Board of Directors at a board meeting held on December 17, 2011, and the amendments to the Declaration of Covenants & Restrictions were approved by written consent of not less than two-thirds of the parcel owners, and the amendments to the Bylaws were approved by a majority of the votes entitled to be cast at the membership meeting held on January 19, 2012 at which a majority of the members entitled to vote were present or represented. The undersigned further certify that the amendments were proposed and approved in accordance with the homeowners association documentation and applicable law.

IN WITNESS WHEREOF, Dalton Woods Homeowners' Association of Ocala, Inc. has caused this Certificate to be executed in its name on February 21, 2012.

Witness
By: *Patricia A Huffman*
(name, typed or printed)

Dalton Woods Homeowners' Association of
Ocala, Inc.
By: *Donald Gulling*
Signature

Witness
Signature: PATRICIA A HUFFMAN

Donald Gulling
(name, typed or printed)
President

Witness
By: Wendy Throuer
(name, typed or printed)

ATTEST: *J Miller*
By: _____
Signature

Witness
Signature: *Wendy Throuer*

JOHN J. MILLER
(name, typed or printed)
Secretary

STATE OF FLORIDA
COUNTY OF Marion

Sworn to or affirmed and signed before me on Feb. 21, 2012 by DONALD GULLING (president, name of person making statement).

Eileen R. Spinosa
(Signature of Notary Public- State of Florida)
EILEEN R. SPINOSA
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known
Produced Identification
Type of Identification Produced license



**ADOPTED AMENDMENTS TO THE
DECLARATION OF COVENANTS & RESTRICTIONS OF
DALTON WOODS HOMEOWNERS' ASSOCIATION OF OCALA, INC.**

**ARTICLE I.
DEFINITIONS**

Section 1. **"Architectural Review Board" or "ARB"**- shall mean the committee created pursuant to Article VII, Section 1 of the Declaration.

The remaining sections of Article I are in full force and effect.

**ARTICLE II.
USE RESTRICTION**

Section 5. **No Temporary or Accessory Structures.** A single portable storage or accessory building for storage may be erected upon any lot with prior written approval of the ARB. A portable building is a building designed and built to be movable rather than permanently located. No temporary structures, tents or trailers shall be erected, constructed or located upon any Lot provided, however that this prohibition shall not apply to shelters used by a licensed contractor during the construction of any Dwelling Unit.

Section 11. **Clothes Lines.** Subject to the provisions of Florida Statute 163.04, removable exterior clothes lines or drying areas shall be permitted only during daylight hours, screened from view and in the Rear Yard of any owners' Lot.

Section 12. **Satellite Dishes and Antennas.** FEDERAL LAW OR REGULATIONS allow owners desiring to receive either Direct Broadcast Satellites (DBS), Direct Satellite System (DSS), Multichannel Multipoint Distribution (wireless cable) providers (MMDS) and Television Broadcast Stations (TVBS) to install systems less than one (1) meter (39.37") in diameter in areas that are within their exclusive use and control (owner's lot). ALL OTHER TYPES OF ANTENNA OR SATELLITE DISH INSTALLATIONS ARE PROHIBITED.

ARTICLE II.
USE RESTRICTION
(continued)

Section 21. **Vehicles.** No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle, shall be parked or maintained on any Lot or public right-of-way, except in an enclosed garage or within the rear yard, screened by a six (6) foot privacy fence approved by the ARB. No commercial vehicle of any kind shall be permitted on any Lot at any time except vehicles owned by the Lot Owner not exceeding three-quarter tons; and except vendors providing temporary services to the Lot Owner. All private passenger vehicles shall be parked within an enclosed garage unless all spaces for private passenger vehicles within the enclosed garage, of which there must be two pursuant to Article II, Section 9, are occupied by a private passenger vehicle, commercial vehicle, recreational vehicle, camper, trailer, or boat. All vehicles parked within the Lot must be in good condition, and no vehicle which is unlicensed or cannot operate on its own power shall remain within the Lot for more than 24 hours, no major repair of any vehicle shall be made on the Lot. Overnight on-street parking is prohibited.

Section 33. **Driveways and Sidewalks.** All driveways shall be constructed of concrete, brick, or ornamental pavers, and shall extend from the pavement of a street adjacent to the Lot to the garage constructed on the Lot. All sidewalks shall be constructed of concrete, brick, or ornamental pavers. Driveways and sidewalks shall not be painted unless approved by ARB. Block D, Lot 1 is excluded from this restriction.

The remaining sections of Article II are in full force and effect.

ARTICLE V.
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4. **Fixing Common Assessments.** The Board of Directors of the Association shall be authorized to assess the Members in such amount as they shall determine necessary:

(a) to maintain, repair, improve, reconstruct and replace the Common Areas and any temporary Surface Water or Storm Water Management System, operate the Association, perform other maintenance, repairs, or services authorized or permitted by the Declaration; and

(b) to provide for the maintenance of improvements, including, but not limited to, irrigation systems and landscaping lying within public or private rights-of-way; and

(c) to install such safety devices and signs as the Board of Directors shall approve along any streets or walkways; and

(d) to provide for the installation, maintenance, repair, improvement and replacement of all improvements located within the easements granted to the Association In Article III; and

(e) to otherwise achieve those purposes set forth in Section 2 above, as determined to be necessary or advisable by the Board of Directors and to provide funds necessary to pay all Common Expenses.

The Common Assessment shall be allocated among the Owners, on the basis of Lots held by each Owner as a portion of the total of Lots held by all Owners. The Common Assessment, determined and allocated as set forth above, shall be fixed at such times, and shall be payable in such installments, as the Board may approve.

Section 5. Assessments for Capital Improvements. In addition to the Common Assessment authorized above, the Association may levy, in any assessment year, an Assessment applicable to that year 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, of within the easements granted to the Association in Article III, including fixtures and personal property related thereto. Any such Assessment shall have the assent of a majority of the votes of the membership who are voting in person or by proxy at a meeting duly called for this purpose. Notwithstanding the foregoing, the levy of any Assessment pursuant to this provision which would exceed for each Owner the total amount of the prior year's Common Assessment, will require a majority vote of all Owners.

Section 6. Notice and Quorum for any Action Authorized under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty percent (30%) of 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 such subsequent meeting shall be twenty-five (25%) of the votes of the membership. The Association may call as many such subsequent meetings as necessary to obtain an authorized quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting, without written notice.

The remaining sections of Article V are in full force and effect.

ARTICLE VI.
COLLECTION OF ASSESSMENTS

Section 1. Monetary Defaults and Collection of Assessments.

(a) Late Fees and Interest. If any Assessment or installment of an assessment is not paid within thirty (30) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of five (5%) *percent of the amount of the Assessment* or installment of an assessment, *or* Twenty- five (\$25.00) Dollars, whichever is greater, plus interest at the highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment or installment of an assessment, then the Assessment shall be due thirty (30) days after written demand by the Association.

The remaining sections of Article VI are in full force and effect.

ARTICLE VII.
ARCHITECTURAL REVIEW

Section 1. Composition of Architectural Review Board. The ARB shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to the property. The ARB shall consist of a minimum of three (3) members and there is no requirement that any of the members of the ARB be an owner or member of the Association.

Section 8. ARB Standards and Guidelines. Each Owner and its contractors and employees shall observe, and comply with the ARB Standards and Guidelines which now or may hereafter be promulgated by the ARB and approved by the Association Board of Directors from time to time. The ARB Standards and Guidelines shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The ARB Standards and Guidelines shall not require any Owner to alter the improvements previously approved by the ARB and constructed.

The remaining sections of Article VII are in full force and effect.

**ADOPTED AMENDMENTS
TO THE BYLAWS OF
DALTON WOODS HOMEOWNERS' ASSOCIATION OF OCALA, INC.**

**ARTICLE 1
Name and Location**

The name of the corporation is DALTON WOODS HOMEOWNERS' ASSOCIATION OF OCALA, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be established by the Board of Directors and shall be located within the State of Florida, County of Marion and meetings of members and Directors may be held at such places within the State of Florida, County of Marion, as may be designated by the Board of Directors.

The remaining sections of Article 1 are in full force and effect.

**ARTICLE 3
Meetings of Members**

- Section 3.1** **Annual Meeting.** The annual meeting of the members shall be held at least once each calendar year in the first quarter of the year on a date and at a time to be determined by the Board of Directors, for the purpose of electing the Board of Directors, announcing officers, and transacting any other business as may be authorized by the members.
- Section 3.3** **Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen days before such meeting (provided, however, in the case of an emergency, four days' notice will be deemed sufficient) to each member entitled to vote thereat, addressed to the members' address last appearing on the books for the Association, or supplied by such member to the Association for the purpose of notice; or by electronic transmittal; or via hand delivery and all in accordance with Florida Statute.
- Section 3.4** **Quorum.** The presence at the meeting of thirty (30%) percent of the members entitled to cast, or of proxies entitled to cast the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If however, the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be twenty-five (25%) of the votes of the membership.

Section 3.5 Proxies. At all meetings of members, each member entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. Proxy votes must be tendered to the Secretary the day of the meeting, with no more than five (5) proxies collected by any one individual.

The remaining sections of Article 3 are in full force and effect.

ARTICLE 4

Board of Directors: Selection: Term of Office

Section 4.1 Number. The affairs of this Association shall be managed by a Board of Directors consisting of not less than three nor more than five persons who are members in good standing of the Association.

Section 4.2 Term of Office. The term of office for each Director is three (3) years with no more two (2) directors' terms expiring in anyone (1) year. Any Director may serve consecutive terms.

Section 4.3 Removal. A Director may be removed from the Board with or without cause, by a majority vote of the members of the Association entitled to vote. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. Directors who resign may not be reinstated.

The remaining sections of Article 4 are in full force and effect.

ARTICLE 5

Nomination and Election of Directors

The nomination and election of Directors shall be conducted as follows:

Section 5.2 Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions herein. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5.3 Current Account Status. All Directors and those Homeowners exercising a vote must maintain at all times a current account status concerning all assessments and charges.

The remaining sections of Article 5 are in full force and effect.

ARTICLE 6
Meeting of Directors

Section 6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually at such place and time as established, by the Board and giving notice in accordance with Florida Statute.

Section 6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors after not less than three days' notice to each Director and giving notice in accordance with Florida Statute.

Section 6.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decisions done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 6.4 Vacancies. Except as to vacancies occurring by removal of a Director by the members' vacancies on the Board of Directors occurring between annual meetings shall be filled by the remaining Directors. Any such appointed Director shall hold office until his successor is elected by the members.

*** Sections 6.5 and 6.6 were removed from Article 6.***

ARTICLE 8
Officers and Their Duties

Section 8.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

The remaining sections of Article 8 are in full force and effect.

ARTICLE 12
Amendments

Section 12.1 Requirement. These Bylaws of the Association may be amended at anytime by one of the following methods: (a) at a regular or special meeting of the Members by a vote of fifty percent plus one vote (50% plus 1 vote) of the total Association membership in good standing present in person or by proxy; (b) by the execution of an instrument evidencing approval of the amendment by the Members in good standing who own fifty percent of the lots plus one additional such owner (50% plus 1 owner) of the total lots.

The remaining sections of Article 12 are in full force and effect.