

This document prepared by:
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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WILDMERE

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILDMERE HOMEOWNERS' ASSOCIATION, INC., made as of the date of April 15 2023, and effective as of the date of recordation hereof, is made by WILDMERE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as **"WILDMERE HOA"**.

WITNESSETH:
LEGAL DESCRIPTION

Lots 1 through 39, Phase I and Phase II, WILDMERE SUBDIVISION according to the Plat thereof as recorded in Plat Book: 44, page(s) 65-71, Public Records of Seminole County, Florida.

NOW THEREFORE, Wildmere HOA, hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements; restrictions, covenants and conditions, which are for the purpose of protecting the value of, the desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Homeowners Association" shall mean and refer to WILDMERE HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Florida, its successors and assignees.

Section 2. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to WILDMERE per plat thereof recorded in Plat Book: 44, page(s) 65-71, Public Records of Seminole County Florida.

Section 4. "Common" Area(s)" shall mean all real property (including the improvements thereto) owned by the Homeowners Association for the common and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties with the exception of the Common Area.

Section 6. "HOA" shall mean and refer to WILDMERE HOMEOWNERS' ASSOCIATION, INC., and also any successors.

Section 7. "Storm Water Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) the right of the Homeowners Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(b) the right of the Homeowners Association to dedicate or transfer all or any part of the Common Area(s) to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two thirds (2/3) of members agreeing to such dedication or transfer has been recorded.

(c) The boat ramp area, including the dock and gazebo, is exclusively available for use by the homeowners who have paid their annual assessment. Guests may visit only while accompanied by the homeowner. Any vehicles, or vehicles with boat trailers must park in the designated parking area identified. There shall be no parking of vehicles or trailers in the street, or on the common area across from the boat ramp. When parking, be sure to keep the ramp access clear for use of other residents.

Section 2. Owner's Use of Lot. Use of Lots shall be limited to residential purposes.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every Owner of a Lot, which is subject to assessment, shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments.

Section 2. The Homeowners Association shall have one class of voting membership, known as Class A members:

Class A. Class A members shall be all owners, not renters, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, as deemed to covenant and agrees to pay to the Homeowner Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, provided, however, no such assessment shall be a lien on the land until such lien is recorded in the Public Records of Seminole County, Florida. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of

such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Homeowners Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties, and for the improvements and maintenance of the Common Area, Park, the perimeter wall, the repair of same, landscape islands, planting areas, the retention ponds, the pedestrian access area and the street and entrance lighting. The Association shall also be responsible for the maintenance of all drainage easements and facilities.

Section 3. New Buyers Assessment. Any new buyer shall pay an initial assessment of one hundred dollars (\$100) association impact fee due and payable upon the closing of the property from the previous owner.

Section 4. Annual Assessment. The annual assessment shall be \$450.00 annually per lot, payable on or before January 1st. New occupants will be charged a pro-rata share of the fiscal year remaining. The maximum annual assessment of the Homeowners Association may be increased each year by a vote of two-thirds (2/3, 26 of 39) of the Class A members who are voting in person or by proxy, at a meeting of the Homeowners Association duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not to exceed the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Homeowners 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 Area(s), including fixtures and personal property related thereto, provided that any such assessment shall have been approved by two-thirds (2/3, 26 of 39) of each class A of members who are voting in person or by proxy at a Homeowners Association meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4 or 5 shall be sent to all members of the Homeowners Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. A written notice shall also include a delivered handout or electronic communication including, but not limited to, email or text messaging. The presence of members or of proxies of homeowners

entitled to cast thirty percent 30% (12 of 39) of all the votes shall constitute a quorum.

Section 7. Both annual and special assessments must be fixed at a uniform rate for all lots within each class of membership and may be collected on a monthly, quarterly or annual basis.

Section 8. Date of Commencement of Annual Assessments: Due Date.

The annual assessments provided for herein as to the Homeowners Association shall commence on January 1st of each New Year. The Board of Directors of the Homeowners Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Homeowners Association. The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of that association setting forth whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Homeowners Association as to the status of assessments on a Lot is binding upon that Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Homeowners Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by Florida Law. Additionally, annual assessment shall include a late fee of \$25.00 per month (as of the 1st of each month beginning in February) for each month the annual assessments are unpaid, excluding the very first month of January, which shall be a grace period. The Homeowners Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, as the case may be, or abandonment of his Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to reasonable attorneys' fees including attorneys' fees for appellate proceedings.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from the liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Lot and Exterior Maintenance. In the event an Owner of any Lot in the Properties shall fail to maintain his Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Homeowners Association, after approval of a majority vote of the Board of Directors and thirty (30) days written notice to the Owner, shall have the right, through its agents and employees, to enter upon said parcel and to repair, clear, trim, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject, which shall be due and payable thirty (30) days from the date said assessment is made, not meeting this schedule will result in interest on the total cost at the highest rate permitted by Florida Law. Violations that are not addressed by the homeowner are subject to fines up to \$100 per day in accordance to Florida State law.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Approval. No building, fence, wall or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until the design and location thereof have been approved in writing by the HOA Board. However if the HOA Board fails to approve or disapprove such design or location within twenty-one (21) days, or the Homeowners' Association is not in existence; such approval shall not be required provided the design and location of the house conforms to and is in harmony with existing structures in the tract.

ARTICLE VI

GENERAL RESTRICTION - USE AND OCCUPANCY

Section 1. General Prohibition. No dwelling, dwelling house, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto shall be erected, placed or maintained on the Properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration, and all such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the HOA Board and applicable city code.

Section 2. Only Residential Purposes. No Lot shall be used in whole, or in part for anything other than residential purposes. Other than conducting the sale of residential dwellings, no trade, traffic or business of any kind, whether professional, commercial, (such as, but not limited to Vrbo or AirBnB and rental agreements

less than six months), industrial or manufacturing or other non-residential use shall be engaged in or, carried on upon the Properties, or any part thereof; nor shall anything be done thereon which may be or which may become an annoyance or nuisance to the Properties or adjacent properties. An exception shall be made for those who have a home office and are working from home. Any increased traffic resulting from home office activities is not permitted.

Section 3. Single-Family Residential Use. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residential dwelling and appurtenant outbuildings or structures as may be suitable and necessary for the purposes for which said Lot is permitted to be used.

Section 4. Subdivision. No lot shall be subdivided or split by any means whatsoever into any greater number neither of residential plots nor into any residential plot or plots of smaller size.

Section 5. Occupancy before Completion. No building or structure upon the Properties shall be occupied until the same is approved for occupancy by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants.

Section 6. Maintenance and Repairs. All dwellings, structures, buildings, outbuildings, walls, driveways and fences placed or maintained on the Properties or any portion thereof shall at all times be maintained in good condition and repair. A change of house paint color must be approved in writing by the HOA. The HOA Board shall bring to the attention of the property owner any such violations. Violations will be addressed by the lot owner, or if after a period of no more than 30 days, the HOA Board may hire an outside company to fix the violation in question. All costs associated with this shall be the responsibility of the Homeowner and payment will be made to the association within 30 days, or interest shall accrue at the maximum rate allowed under present Florida Law. Non-payment will be added to the annual assessment and if not paid, a lien will be made on the property. Violations that are not addressed by the homeowner are subject to fines up to \$100 per day in accordance to Florida State law.

Section 7. Ground Maintenance.

(a) Grass, hedges, shrubs, vines and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the property.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, materials, or materials of any kind

whatsoever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Properties in the vicinity thereof or to the occupants of any such property in the vicinity.

(c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used within thirty (30) days of delivery.

(d) No debris, yard waste or storage of any kind shall be permitted on our common areas.

Section 8. Fences, Walls, Hedges, Mass Plantings of any Type.

(a) All fences shall be approved in writing by the HOA prior to construction.

(b) No wall, hedge or mass planting, of any type exceeding a height of six (6) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained upon any Lot without the written approval of the Board of Directors.

(c) No hedge or mass planting of any type exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written approval of the Board of Directors.

Section 9. Animals, Birds and Fowl. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. In the event of dispute as to the reasonability of the number of such cats, dogs or household pets kept upon the Properties, the decision and opinion of the City of Longwood and/or Seminole County shall control.

Dog owners must keep their dogs on a leash when not on their property. Dogs leaving the owners property are subject to pickup by animal control. Anyone walking a dog off their property must have the animal on a leash, and shall also clean up any dog droppings immediately, taking the droppings with them and disposing of them in the proper manner, not to be left on the property.

Section 10. Laundry. No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device.

Section 11. Exterior Light Fixtures. No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to the residents of adjacent properties.

Section 12. Parking. The parking of commercial vehicles, which description shall include trucks larger than a three-quarter ton vehicle, pick-up truck or van, truck-tractors, semi-trailers, lawn maintenance, construction work and commercial trailers are prohibited. Commercial vehicles equipped with construction or maintenance items including but not limited to ladders, pipes and tools, at any time on driveways, otherwise on said premises or on the public streets of the subdivision, are prohibited except for loading and unloading purposes or when parked entirely within a garage permitted to be built under the provisions of these restrictions. Boats, motor homes, travel trailers, boat trailers and similar recreational vehicles, storage sheds, inoperable vehicles or vehicles under repair are not to be visible from the street. No junk or abandoned vehicles shall be permitted in the Properties. No parking permitted on lawns, sidewalks or unpaved areas. Permanent parking on the streets is prohibited and tickets may be issued by the City of Longwood Police Department.

Section 13. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage channels in the easements as determined by the City of Longwood or public utility companies. It is important that the banks, swales, and berms constituting a part of the lakes, swales and drainage canals located within the Properties remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales and banks lie within a Lot, the Owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which adjoins said Owner's Lot. Property owner to be responsible for all repair, restoration removal or replacement costs of plants trees, shrubs or other improvements which obstruct or interfere with operation or maintenance of the drainage system at his own cost.

Section 14. Excavations. No excavations for stone, gravel, dirt or earth shall be made on any portion of the Properties; except for the construction of dwellings, walls, foundations, structures and other appurtenances, plans and specifications for which excavations have been approved by the Board of Directors. Excavations may be made for swimming pools and landscaping without said Board approval, subject to these restrictions.

Section 15. Signs and Flags. Except as otherwise permitted by the Homeowners Associations' Board

of Directors, no sign of any character shall be displayed or placed upon any Lot or living unit except "For Rent" or "For Sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed four (4) square feet in size, shall not exceed more than four (4) feet above the ground, and shall be limited to one (1) sign per Lot or living unit. Also permitted are seasonal decorative flags, signs that indicate household security systems exist and a 'No Soliciting' sign. No political signs or flags shall be displayed in view from the street.

Section 16. Refuse. No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot. Lightweight containers weighing not more than twenty-five pounds (25 lbs.) are permitted for trash, garbage, rubbish, debris, waste materials or other refuse. Said containers must be tied or closed at all times and kept from view by the public. Containers supplied by the City of Longwood are the preferred container, but others may be used for yard waste and overflow of the City supplied containers. Said containers shall not be placed at street side for removal prior to the evening before the announced pickup time. Said containers must be returned and out of sight from the street by the close of the day of waste collection.

Section 17. Nuisances. No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

Section 18. Preservation and Maintenance of Slopes, Banks and Swales. No person shall reconstruct, damage or destroy, open, reduce, remove, alter, modify or install anything or improvement within, over or upon any bank, slope or swale without first obtaining written approval from the Board of Directors. No construction or excavation in the proximity of any waterway, bank, slope or swale, shall be permitted which, in the opinion of the Board of Directors, would impair the stability of the slopes in said area.

Section 19. Conservation Areas. Those areas designated as "Conservation Areas" as noted on the Recorded Plat of Wildmere shall be maintained by the Lot Owner or the Homeowners Association whichever is applicable. If the Lot Owner fails to maintain his "Conservation Area" then the Homeowners Association after giving notice will perform such maintenance with the cost to be paid by the Lot Owner. Should either the Lot Owner or the Homeowners Association fail to perform such maintenance, the City of Longwood will come in and do whatever is necessary with the cost to be paid by the Owner. Conservation Areas are to be treated as such and should not be disturbed except as permitted by the Department of Environmental Regulation or the St. Johns River Water Management District.

Section 20. Wells. No water wells shall be dug on any Lot except for purposes of irrigation of landscaping.

Section 21. Open Burning. Open burning is not permitted.

Section 22. Deleted

Section 23. Swimming Pools. Swimming pools may be constructed on any Lot provided that access to them from outside the Lot is controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Board of Directors.

Section 24. Overstreet Extension. Lots 27 and 28 shall have no vehicular access to the Overstreet Extension.

Section 25. Deleted

Section 26. Miscellaneous.

(a) All garages will be minimum two car garages and will be enclosed. No open carports shall be constructed, and all homes shall face the street.

(b) No large concrete blocks (8" x 16") shall be exposed in construction of that portion of the residence facing the street. All walls facing the street will be veneered in stucco brick, rock or wood.

(c) Upon completion of the dwelling (or addition to a dwelling), the lawn must be sodded or immediately planted to lawn to the edge of the street and the premises must be landscaped.

(d) No building shall be erected or built on any lot with less than 2,000 square feet of living area. All three bedroom houses shall be 2,000 square feet or more of living area. All four bedroom houses shall be 2,200 square feet or more of living area. Five or more bedroom houses shall be 2,400 square feet or more of living area.

(e) Clearing of Lakefront property will be permitted only under the guidelines of the Department of Environmental Regulation, the Saint Johns River Water Management District or the Board of Directors or the Declarant, whom ever has jurisdiction.

ARTICLE VII

MAINTENANCE OF WALL

Section 1. Maintenance. The Owners of the Lots upon which a portion of the wall has been constructed shall not take or allow to be undertaken any action which will damage such wall or undermine the lateral support of such wall. In the event that the need for maintenance or repair of the wall is caused through the willful or negligent acts of any Owner, or through the willful or negligent acts of the family, guests, or invitees of any Owner, the cost of such maintenance or repair shall be added to and become part of the assessment to which the Lot owned by such Owner is subject.

The Homeowners Association, and its agents shall have the right to enter upon any Lot for the purpose of inspecting, maintaining or repairing the wall, and neither said Association nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry; provided however, that in the event said Association or its agents shall cause damage to any Lot, the Association shall cause such Lot to be returned to its condition prior to such entry.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement.

(a) The Homeowners Association, any Owner, the Owners of that Property contiguous to WILDMERE HOA shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Homeowners Association, any owner, the owners of that contiguous property or the City of Longwood to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to a reasonable attorneys' fee including attorneys' fees through appellate proceedings.

(b) The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the storm water management system.

Section 2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. Any amendment or modification to the Covenants and Restrictions requires written approval of two-thirds (2/3, 26 of 39 homes) of the Class A voting members. Any amendment to the Covenants and Restrictions which alter the storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior

approval of the St. Johns River Water Management District. No Amendment shall be made without approval from the appropriate governing agency whether it be City, County or State where applicable.

Section 4. Encroachments. In the event that any residential dwelling shall encroach upon any of the Common Area(s) or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of that encroachment for so long as the encroachment herein has.

IN WITNESS WHEREOF, we being all of the directors of Wildmere Homeowners' Association, Inc., have hereunto set our hands this 8th of AUGUST, 2023



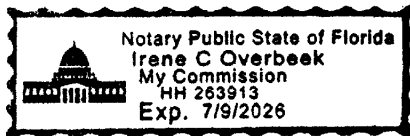
Witness

Witness

Notary:



Date: 8.8.2023





Director, David Robichaud



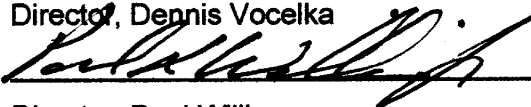
Director, Jerry Chilik



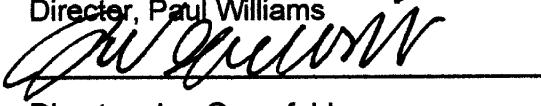
Director, Suzanne Robichaud



Director, Dennis Vocelka



Director, Paul Williams



Director, Joe Gronefeld



Director, Nicole Caldwell

Revision Notes: Original January 23, 1991
Rev 1 August 6, 2001
Rev2 April 11, 2017
Rev 3 April 28, 2019
Rev 4 April 15, 2023