

Prepared by and return to:  
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Tampa, FL 33606

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**CERTIFICATE OF RECORDING THE SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREAT CYPRESS VILLAGE**

**WHEREAS**, the Amended and Restated Declaration of Covenants, Conditions, and (Deed) Restrictions of Great Cypress Village was originally recorded in Official Records Book 9348, Page 3801 of the Public Records of Pasco County, Florida (the “Declaration”);

**WHEREAS**, the Bylaws of Great Cypress Village Homeowners Association, Inc. were originally recorded with the Declaration in Official Records Book 9348, Page 3817 of the Public Records of Pasco County, Florida (the “Bylaws”);

**WHEREAS**, Article XII, Section 5 of the Declaration provides that the Declaration may be amended by the approval of not less than fifty-five percent (55%) of the Owners present in person or by proxy and voting on the proposed amendment at a meeting of the members;

**WHEREAS**, Article XII, Section 3 of the Bylaws provides that the Bylaws may be amended by the approval of not less than fifty-five percent (55%) of the Owners present in person or by proxy and voting on the proposed amendment at a meeting of the members;

**NOW, THEREFORE**, Deb Burke, as President, and Margaret Scamman, as Secretary, of Great Cypress Village Homeowners Association, Inc. do hereby certify that the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Great Cypress Village, attached hereto as Exhibit 1, and the Amended and Restated Bylaws of Great Cypress Village Homeowners Association, Inc., attached hereto as Exhibit C to Exhibit 1, were duly approved by the Members at a meeting of the members held on February 26, 2024.

Witnesses:

GREAT CYPRESS VILLAGE HOMEOWNERS ASSOCIATION, INC.

[Signature]  
Print Name: Deborah Dowling  
Address: 16839 Olivaud Street  
Hudson, FL 34667

[Signature]  
BY: Deb Burke, President

[Signature]  
Print Name: John York  
Address: 883 Main Street, Apt 207  
Sanford, Maine 040734

Witnesses:

GREAT CYPRESS VILLAGE HOMEOWNERS ASSOCIATION, INC.

[Signature]  
Print Name: Deborah Dowling  
Address: 16839 Olivaud Street  
Hudson, FL 34667

[Signature]  
BY: Margaret Scamman, Secretary

[Signature]  
Print Name: John York  
Address: 883 Main Street, Apt 207  
Sanford, Maine 040734

STATE OF FLORIDA  
COUNTY OF PASCO

Sworn to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization, this 10th day of March, 2024, by Deb Burke, as President and Margaret Scamman, as Secretary, of Great Cypress Village Homeowners Association, Inc., who are personally known to me or have produced Drivers Licenses as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Recording the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Great Cypress Village, and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 11<sup>th</sup> day of March, 2024.

[NOTARY SEAL]

[Signature]  
NOTARY PUBLIC  
Print Name: Laura M. Simmons  
My Commission Expires: Oct. 25, 2027

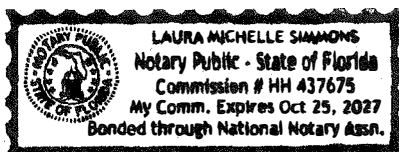


EXHIBIT 1

**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR GREAT CYPRESS VILLAGE**

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**ARTICLE I**  
**DEFINITIONS**

Section 1.1 “Alteration” means and includes any construction, installation, addition, alteration, repair, replacement, change or other work which in any way alters the exterior appearance of any Lot, or any Improvements located thereon.

Section 1.2 “Architectural Committee” means the committee described in Section 3.7 of this Declaration.

Section 1.3 “Architectural Rules” means the architectural rules and guidelines adopted by the Board in conjunction with the Architectural Committee, as amended from time to time.

Section 1.4 “Articles” means the Articles of Incorporation of the Association, which have been filed with the Office of the Secretary of State of the State of Florida, a current copy of which is attached hereto as **Exhibit “B”**, as amended from time to time.

Section 1.5 “Assessment Lien” means the lien granted to the Association by this Declaration to secure the payment of Assessments and all other amounts payable to the Association under the Governing Documents.

Section 1.6 “Assessments” means the annual, special, and specific assessments levied and assessed against each Lot pursuant to Article IV of this Declaration.

Section 1.7 “Association” means Great Cypress Village Homeowners Association Inc., a Florida not for profit corporation organized to administer and enforce the Governing Documents and to exercise the rights, powers and duties set forth therein, and its successors and assigns.

Section 1.8 “Association Rules” or “Rules” means the rules and regulations adopted by the Board, as well as the Architectural Rules adopted by the Board in conjunction with the Architectural Committee, as amended from time to time.

Section 1.9 “Board” or “Board of Directors” means the board of directors of the Association.

Section 1.10 “Bylaws” means the bylaws of the Association, a current copy of which is attached hereto as **Exhibit “C”**, as may be amended from time to time.

Section 1.11 “Common Area” means all real property and real property interests including, but not limited to, Tracts A, B, C, and D on the Plat, the main entry area, roads, parks, drainage areas, drainage structures and ponds, easement rights and interests of the Association and/or for the benefit of the Members, the Surface Water Management System, and any other

real or personal property owned by or dedicated to the Association, or maintained by the Association for the benefit of the members.

Section 1.12 “County” means Pasco County, Florida.

Section 1.13 “Declarant” means Lake Marinette, Inc., a Florida corporation, and its successors and assigns, and any assignee of Declarant’s rights.

Section 1.14 “Declaration” means the provisions of this document and any amendment hereto. The “Effective Date” of this Declaration shall be the date that it is recorded in the Public Records of the County.

Section 1.15 “District Permit” means the permit and/or approval issued by the Water Management District, as modified from time to time with the approval of the Water Management District, which governs the construction, use, operation and/or maintenance of the Surface Water Management System for the Project. The Association is obligated to accept assignment of, and to assume in writing, all of Declarant’s rights and obligations under the District Permit.

Section 1.16 “First Mortgage” means any mortgage (including, but not limited to, any deed of trust or contract for deed, which applicable law would characterize as a mortgage) on a Lot which has priority over all other mortgages on the same Lot.

Section 1.17 “First Mortgagee” means the holder of any First Mortgage.

Section 1.18 “Improvement” means buildings, roads, driveways, site or subdivision improvements, parking areas, lattice, rocks, hedges, trees, shrubs, other plantings, and all other structures or landscaping improvements of every type and kind.

Section 1.19 “Lot” means any Lot shown on a Plat.

Section 1.20 “Maintenance” means to keep or maintain any property or improvement in its original condition and, with respect to landscaping to promote healthy plant growth.

Section 1.21 “Member” means any person, corporation, partnership, joint venture or other legal entity that is a member of the Association as provided in Section 3.8 hereof.

Section 1.22 “Owner” or “Owners” shall mean the record owner, except as provided below, whether one or more persons or entities, of fee simple title to any Lot.

Section 1.23 “Plat” means any recorded subdivision plat of any portion of the Property, including without limitation the Plat of Lake Marinette, recorded in Plat Book 18, Page 30, Public Records of Pasco County, Florida, and all amendments thereto.

Section 1.24 “Project” means the Property described in Exhibit A, together with all Improvements located thereon and all easements, rights and privileges appurtenant thereto.

Section 1.25 “Governing Documents” means this Declaration and the Articles, Bylaws, Association Rules and Architectural Rules, and any and all amendments thereto.

Section 1.26 “Property” means the real property located in the Pasco County, Florida, described in **Exhibit “A”** attached hereto

Section 1.27 “Purchaser” means any person other than a Declarant who by means of a voluntary transfer becomes the Owner of a Lot.

Section 1.28 “Residential Unit” or “Dwelling” means any building situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a residence by a Single Family.

Section 1.29 “Single Family Residence” shall mean a building, house, or dwelling unit used as a residence for a single family, including any appurtenant garage and/or storage area.

Section 1.30 “Single Family Residential Use” shall mean the occupation or use of a Single Family Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

Section 1.31 “Surface Water Management System” or “Stormwater Management System” shall mean the 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, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges from the system, as permitted by Chapters 40A through 40E, Florida Administrative Code, as applicable.

Section 1.32 “Tract” means any portion of the Property established as a Tract in any Plat.

Section 1.33 “Visible from Neighboring Property” or “Visible from Neighboring Property” shall mean that an object is or would be visible to a person five feet (5') tall standing on a neighboring Lot, Tract, Common Area or street at an elevation not greater than the elevation at the base of the object being viewed.

Section 1.34 “Water Management District” shall mean the Southwest Florida Water Management District.

**ARTICLE II**  
**PLAN OF DEVELOPMENT**

Property Subject to the Declaration. The Property described in Exhibit A has been submitted to covenants, conditions and restrictions, and no additional real property is being submitted by this Declaration at this time. This Declaration confirms and establishes a general plan for the development and use of the Project in order to protect and enhance the value and desirability of the Project. All of the Property within the Project shall be held, sold, and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Declaration, each person or entity, for themselves or itself, their or its heirs, personal representatives, successors, transferees and assigns, binds themselves or itself, their heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general plan for the development and use of the Property and hereby evidences their intent that all the restrictions, conditions, covenants, easements, rules and regulations contained in this Declaration run with the land and bind all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive, and enforceable by the Association and all Owners. The Lots and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and such shall be deemed to be conveyed or encumbered with each respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

**ARTICLE III**  
**THE ASSOCIATION; RIGHTS AND DUTIES,**  
**MEMBERSHIP AND VOTING RIGHTS**

Section 3.1. Rights, Powers, and Duties. The Association is a Florida not for-profit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Governing Documents, specifically including all those powers prescribed by Chapters 617 and 720, Florida Statutes, as amended from time to time, together with such rights, powers and duties as may be reasonably necessary to effectuate the objectives and purposes of the Association as set forth in the Governing Documents, and shall provide (or cause to be provided) the following services:

Section 3.1.1. Maintenance of all Common Areas and/or any improvements from time to time located thereon, including, without limitation, recreation areas, amenities, grass, landscaping and irrigation systems, screen walls and entry features, all private roads (if applicable), driveways, alleys and parking areas and all lights and landscaping on and around such private roads, driveways, alleys and parking areas within the Property which are not maintained by governmental authorities or located within any Lot.

Section 3.1.2. Subject to Article XII below, maintenance, operation and repair of the Surface Water Management System, which shall include the exercise of practices that allow the Surface Water Management System to provide drainage, water storage, conveyance or other

surface water or stormwater management capabilities as permitted by the Water Management District. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified as approved, by the Water Management District.

Section 3.1.3. Providing maintenance upon any portion of the Property (including all Lots) and/or any improvement from time to time located thereon which, in the Board's opinion, requires such maintenance because (i) said property is being maintained in a sub-standard manner or (ii) otherwise violates any of the covenants and restrictions contained herein. The Association shall notify the Owner responsible for the Lot in writing, specifying the nature of the condition to be corrected, and if the Owner has not caused the same to be corrected within thirty (30) days after the date of said notice, or such other reasonable time as determined by the Board, the Association may correct such condition at the Owner's sole cost and expense as provided below. The Association shall also maintain, repair, or replace any Common Area or any Association Property, or any portion thereof caused by the negligence or willful act of any Owner at such Owner's sole cost as provided below.

The cost of such maintenance or corrective actions shall be assessed by the Association as a specific assessment against the Owner on whose behalf such maintenance or corrective actions are performed. Any such specific assessment or charge shall be a lien upon the subject Lot and an obligation of the Owner and shall become immediately due and payable in all respects, together with attorneys' fees, court costs, interest and other fees or costs of collection as required by the Association.

Section 3.1.4. Constructing improvements on the Common Area and granting easements and licenses as may be required, permitted, recommended or desirable (as determined by the Board in its sole option and discretion to provide the services as authorized in this Article).

Section 3.1.5. The Board shall have the right, in its discretion, to enter into contracts on behalf of the Association for the purpose of carrying out its duties hereunder or which will otherwise be of benefit to the Owners in general, subject to the requirements of Sections 720.3055 and 720.309, Florida Statutes, as amended. The terms of any such contracts shall be negotiated by the Board in its discretion. The Board may (but shall not be required to) cause the Association to enter into a contract with a licensed community association management company for the purpose of carrying out the Association's obligations under the Governing Documents. The Board may (but shall not be required to) enter into one or more agreements for the provision of telephone, cable television, internet access and other communications or data transmission services to and within the Property. Any expenses associated with contracts entered into by the Board on behalf of the Association shall constitute Common Expenses.

Section 3.1.6. The Association may, but shall not be obligated to, maintain or support activities within the Property intended to promote safety or security. No representation or warranty is made that any such activities, systems or security measures will prevent loss or provide the detection or protection for which they may be designed or intended. Each Owner acknowledges, understands, and agrees that neither the Association nor the Board are insurers of safety or security within the Property. All Owners and occupants, and their respective families and invitees, assume all risks of injury and loss or damage to persons and property. Neither the



Association, the Board, nor any management agent of the Association, shall in any way be considered insurers or guarantors of security within the Property, nor shall any of the above-mentioned parties be liable for any loss or damage by reason of failure to provide adequate security or for the ineffectiveness of security measures undertaken.

Section 3.1.7. Other provisions of this Declaration grant and give the Association the right to grant certain permits, licenses, approvals and easements over the Property and Common Area for utilities, access and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property under the circumstances specified therein. In furtherance of the foregoing provisions, the Association shall be entitled to establish and enforce conditions governing the use of the Common Area by third parties, including (without limitation) parties providing utility or other services to the Property. All third parties utilizing the Common Area shall be required to comply with such conditions in order to avoid, among other things, the installation of improvements which interfere with the use of the Common Area and/or detract from the appearance of the Common Area and the Property.

Section 3.2. Mortgage and Pledge. With the approval of at least two-thirds (2/3) of the Board and not less than 55% of the eligible voting Members present and voting in person or by proxy at a duly noticed meeting, the Board shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions.

Section 3.3. Conveyance by Association. Subject to the provisions hereof, the Association shall be empowered to delegate or convey any of its functions or Property to any governmental unit, public utility or private party approved by at least two-thirds (2/3) of the Board and not less than 55% of the eligible voting Members present and voting in person or by proxy at a duly noticed meeting.

Section 3.4. Action by Association. Unless the Governing Documents specifically require a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board, acting by majority vote unless a different standard is specified in the Governing Documents.

Section 3.5. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers and committees as the Board may elect or appoint in accordance with the Articles and the Bylaws.

Section 3.6. Association Rules. The Board may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal Association Rules. The Association Rules may restrict and govern the use of any area by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner, except that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles, the Bylaws or applicable law. Upon adoption, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

Section 3.7. Architectural Committee. The Board shall establish an Architectural Committee to regulate the external design, appearance and use of the Property and to perform

such other functions and duties as may be imposed upon it by this Declaration or the Board. The Board may appoint members to the committee at its sole discretion, including from among current Board members.

Section 3.8. Identity of Members. Membership in the Association shall be limited to record Owners of Lots. An Owner of a Lot shall automatically, upon becoming the Owner thereof, be a Member of the Association and shall remain a Member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. In no event shall any mortgagee or other party holding any type of security interest in a Lot or the Residential Unit constructed thereon be a Member of the Association, unless and until any of said parties obtains or receives fee simple title to such Lot. Upon taking title to a Lot, all new Owners shall provide their contact and other relevant information to the Association, including but not limited to, the Owner's contact information and information regarding household members, pets, and vehicles to be kept on the Property. The Board may adopt rules regarding the submission of such information and may require Owners to use a form provided by or approved by the Board. Owners are responsible to update such information within 30 days of any changes.

Section 3.9. Transfer of Membership. Membership in the Association shall be appurtenant to each Lot and a membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of a Lot and then only to such Purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Any attempt to make a prohibited transfer shall be void and shall not be reflected upon the books and records of the Association. The Association shall have the right to charge a reasonable transfer fee to the Purchaser in connection with any transfer of a Lot.

Section 3.10. Joint Ownership; Ownership by Trustee. When more than one person is the Owner of any Lot, all such persons shall be Members. In the case of a Lot where fee simple title is vested in a trustee pursuant to a written trust agreement, the beneficiary or beneficiaries entitled to possession shall be deemed to be the Owner, and all such persons shall be Members. The vote for any Lot described in this Section shall be exercised as the aforesaid Members who own such Lot determine amongst themselves, but in no event shall more than one ballot be cast with respect to any such Lot. The vote or votes for each such Lot must be cast as a unit, and fractional votes shall not be allowed. In the event that joint or beneficial Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a ballot representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Lot. In the event more than one ballot is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

Section 3.11. Corporate Ownership. In the event any Lot is owned by a corporation, partnership, limited liability company, or other association, the corporation, partnership, limited liability company or association shall be a Member and shall designate in writing at the time of acquisition of the Lot an individual who shall have the power to vote said membership, and in the absence of such designation, the president, general partner, manager, managing member, or chief executive officer of such corporation, partnership, limited liability company or association shall have the power to vote the membership.

Section 3.12. Suspension of Voting Rights. In the event any Owner is delinquent in the payment of any Assessments or other amounts due under any of the provisions of the Governing Documents for a period of ninety (90) days, said Owner's right to vote as a Member of the Association shall automatically be suspended, and shall remain suspended until all payments, including accrued interest and attorneys' fees, are brought current.

Section 3.13. Fines and Suspension of Use Rights. The Association shall have the right to impose fines or suspension of use rights for violation of any provision of the Governing Documents by any Owner or such Owner's household members, licensees and invitees. No fine or suspension shall be imposed without first providing at least one written warning to the Owner describing the violation and an opportunity to be heard. Fines shall constitute a lien on all Lots owned by the Owner and shall be paid within thirty (30) days following imposition. Unpaid fines may be assessed as a Specific Assessment against the Owner and Owner's Lot. Failure to pay any fine shall subject the Owner to the penalties and enforcement in the same manner as failure to pay any assessments under Article IV.

Section 3.14. General restrictions. There shall be no obstruction of the Common Area and nothing may be kept or stored on or in the Common Area without prior approval of the Board. Nothing may be altered, installed, planted, constructed upon, or removed from the Common Area, nor may the Common Area be occupied or used in any way without the prior approval of the Board. Owners shall be liable for the cost to maintain or repair any portion of the Common Area damaged as a result of any act or omission by any Owner or their household member, tenant, licensee, or invitee and such costs may be assessed as a Specific Assessment against the Owner and the Owner's Lot, subject to collection and enforcement as set forth in Article IV.

#### **ARTICLE IV**

#### **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 4.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by becoming the Owner thereof, is deemed to covenant and agree to pay to the Association annual assessments, special assessments, and any applicable specific assessments. The annual, special, and specific assessments, together, with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment became due. Except as otherwise expressly provided herein or by applicable law, an Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present owner from the previous owner. Notwithstanding anything to the contrary contained in this Section, the liability of a First Mortgagee, or its successor or assignee as a subsequent holder of the first mortgage, who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure, for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be limited only as and to the extent required by Section 720.3085, Florida Statutes, as amended from time to time. Co-owners or joint owners of a Lot shall be jointly and severally liable for the entire amount of the Assessments. The Association shall, upon demand, at any time, furnish to any

Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. The Association may charge a reasonable fee for such certificate. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 4.2. Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for (i) the upkeep, maintenance and improvement of the Common Area, (ii) maintenance, repair, replacement, and operation of rights-of-way and easements within or immediately adjacent to the Property (such as, but not limited to, landscaping and sidewalks within the right-of-way of adjoining streets) to the extent that such actions are required by government entities or deemed appropriate by the Board, (iii) promoting the recreation, health, safety and welfare of the Owners and other lawful occupants of Lots within the Property, and (iv) the performance and exercise by the Association of its rights, duties and obligations under the Governing Documents.

Section 4.3. Annual Assessment.

(A) For each fiscal year of the Association, the Board shall adopt a budget for the Association containing an estimate of the total amount of funds which the Board believes to be required during the ensuing fiscal year to pay all Common Expenses, including, but not limited to, (i) the amount required to pay the cost of maintenance, management, operation, repair and replacement of the Common Area, the Surface Water Management System and those parts of the Lots, if any, which the Association has the responsibility of maintaining, repairing or replacing under the Governing Documents, (ii) the cost of wages, materials, insurance premiums, taxes, utilities, services, supplies and maintenance or repair of the Common Area, the Surface Water Management System and for the general operation and administration of the Association, (iii) the amount required to render to Owners all services required to be rendered by the Association under the Governing Documents and to operate the Association, and (iv) such amounts as may be necessary to provide general operating reserves and reserves for contingencies and replacement. The Board shall provide Owners at least 30 days written notice by mail or email of any meeting of the Board to approve the annual budget or an amended annual budget. Such notice must include a copy of the proposed annual or amended budget and annual Assessment.

(B) If the Board of Directors adopts an annual budget which requires annual assessments which exceed one hundred-fifteen percent (115%) of the annual assessment for the preceding year, the proposed annual assessment must be approved by a majority of members eligible to vote and voting in person or by proxy at a meeting of the members at which a quorum is present. If the proposed Annual Assessment is disapproved, a majority of the Members present who are authorized to vote and voting will determine the Annual Assessment for the next ensuing fiscal year, which may be any amount not exceeding that stated in the meeting notice and not less than the Annual Assessment then in effect, provided such amount is sufficient to meet all necessary Association expenses, including but not limited to fixed contract expenses, insurance, utilities, reserves, and expenses required by applicable Law. In the absence of any valid action by the Board or the membership to the contrary prior to the commencement of any

fiscal year, the Annual Assessment then in effect will automatically continue for the ensuing fiscal year.

(C) For each fiscal year of the Association, the total amount of the estimated Common Expenses as set forth in the annual budget shall be assessed by the Board. The annual Assessment shall be equal on all Lots.

(D) The Board shall give notice of the annual Assessment to each Owner at least fifteen (15) days prior to the beginning of each fiscal year of the Association, but the failure to give such notice shall not affect the validity of the annual Assessment established by the Board nor relieve any Owner from its obligation to pay the annual Assessment.

(E) The annual Assessment for each Lot shall be determined by the Board based on the annual budget as provided herein and may be increased by the Board in accordance with the annual budget and estimated common expenses for the year. The annual Assessments provided for herein shall be due and payable in advance annually or in equal quarterly or monthly installments on the first day of such period, as may be determined by the Board. The foregoing annual Assessment is in addition to any and all other Assessments and other financial obligations which any Owner may have to the Association.

(F) If the Board determines during any fiscal year that its funds budgeted or available for that fiscal year are, or will become, inadequate to meet all expenses of the Association for any reason, including, without limitation, nonpayment of Assessments by Members, it may increase the annual Assessment for that fiscal year and the revised annual Assessment shall commence on the date designated by the Board or shall be payable in a lump sum or installments as determined by the Board.

Section 4.4. Special Assessments. In addition to the annual Assessments authorized above, the Association may levy, in any fiscal year, a special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement on the Common Area, including fixtures and personal Property related thereto, any cost of maintenance or repair of any part of the Common Area arising during the fiscal year and not included in the annual budget, or for any other lawful Association purpose. Any such special Assessment for the acquisition, construction, reconstruction, repair or replacement of a capital improvement on the Common Area shall have the assent of a majority of the Members voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present. Special Assessments shall be levied at a uniform rate for all Lots and shall be paid in a lump sum or installments and on such dates as determined by the Board.

Section 4.5. Specific Assessments. Any fine, Capital Contribution, and any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of the Governing Documents, or by contract expressed or implied, or because of any act or omission of any Owner or Person for whom such Owner is responsible (including, without limitation, guests, family members, invitees, agents, insurers, contractors or sub-contractors), may be assessed by the Association against such Owner's Lot if such Owner fails to pay such amount within thirty (30) days after written demand.

Section 4.6. Due Dates. The Board may require that the annual Assessment be paid in installments as provided in Section 4.3(D) above, and in such event the Board shall establish the due dates for each installment.

Section 4.7. Effect of Non-payment of Assessments; Remedies of the Association.

(A) Any Assessment, or any installment of an Assessment, not paid within thirty (30) days after the Assessment, or the installment of the Assessment, first became due shall bear interest at the rate of eighteen percent (18%) per year and have added to such Assessment or installment, a late charge of ten dollars (\$10.00) for each delinquent installment. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. Any Assessment, or any installment of an Assessment, which is delinquent shall become a continuing lien on the Lot against which such Assessment was made. The Assessment Lien may be placed of record by the recordation of a Notice or Claim of Lien which shall set forth (i) the legal description of the Lot against which the claim of lien is made, (ii) the name of the record Owner, (iii) the name and address of the Association, (iv) the amount claimed as of the date of the recording of the notice including late charges, interest, lien recording fees, reasonable collection costs and reasonable attorneys' fees, and (v) the due date of such delinquent Assessments. Any Claim of Lien so recorded shall secure all unpaid Assessments that are then due and that may accrue subsequent thereto and before the entry of a certificate of title, as well as interest, late charges and reasonable costs and attorneys' fees incurred by the Association incident to the collection process.

(B) The Assessment Lien shall have priority over all liens or claims created subsequent to the recordation of this Declaration except for (i) liens for ad valorem real property taxes and assessments on the Lot, and (ii) the lien of any First Mortgage (provided, however, that upon the sale or transfer of a Lot pursuant to a mortgage foreclosure or deed in lieu thereof, the Assessment Lien only shall be extinguished only to the extent provided in Section 4.8 below and Section 720.3085, Florida Statutes, and not the Assessments themselves, which shall continue to be the obligation of the Owner of the Lot, including any successor Owner).

(C) Before recording a Notice or Claim of Lien against any Lot, the Association shall first send a Notice of Late Assessment which specifies the amount owed the Association and provides the Owner an opportunity to pay the amount owed without the assessment of attorney fees. If the Owner fails to timely respond to the Notice and correct the delinquency, the Association shall make a written demand to the defaulting Owner for payment of the delinquent Assessments together with late charges, interest, reasonable collection costs and reasonable attorneys' fees, if any, by registered or certified mail, return receipt requested, and by first-class United States mail to the Owner at his or her last address as reflected in the records of the Association. The demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien but any number of defaults may be included within a single demand or claim of lien. If the delinquency is not paid within forty-five (45) days after delivery of the demand, the Association may proceed with recording a Notice or Claim of Lien against the Lot of the defaulting Owner. The Association shall not be obligated to release the Assessment Lien until all delinquent Assessments, late charges, interest, lien

recording fees, reasonable collection costs and attorneys' fees have been paid in full whether or not all of such amounts are set forth in the Notice or Claim of Lien.

(D) The Association shall have the right, at its option, to enforce collection of any delinquent Assessments together with late charges, interest, lien recording fees, collection costs, attorneys' and paralegals' fees and any other sums due to the Association in any manner allowed by law including, but not limited to, (i) bringing an action at law against the Owner personally obligated to pay the delinquent Assessment Assessments or (ii) bringing an action to foreclose the Assessment Lien against the Lot in the manner provided by law for the foreclosure of a realty mortgage. Provided, however, that no action may be brought by the Association to foreclose an Assessment Lien until forty-five (45) days after the Owner has been provided notice of the Association's intent to foreclose the Assessment Lien and collect the delinquent Assessments by registered or certified mail, return receipt requested, and by first-class United States mail at the Owner's last address as reflected in the records of the Association. Such notice may not be provided until the passage of the forty-five (45) days required by Subsection (C) above. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale at the discretion of the Board.

Section 4.8. Subordination of the Lien to Mortgages. The Assessment Lien shall be subordinate to the lien of any First Mortgage, except as otherwise provided in Section 4.1 and Section 4.7(B) above. The sale or transfer of any Lot shall not affect the Assessment Lien except that the sale or transfer of a Lot pursuant to judicial foreclosure of a First Mortgage or the transfer of the Lot to the holder of the First Mortgage by deed in lieu of foreclosure shall extinguish the Assessment Lien as to payments which became due prior to the sale or transfer to the extent required pursuant to Section 720.3085, Florida Statutes. However, in such event, only the Assessment Lien shall be extinguished and only to the extent required pursuant to Section 720.3085, Florida Statutes, upon the sale or transfer of the Lot pursuant to such a mortgage foreclosure or deed in lieu thereof, and not the Assessments themselves, which shall continue to be the obligation of the Owner of the Lot, including any successor Owner. No sale or transfer shall relieve the Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 4.9. Exemption of Owner. No Owner of a Lot may exempt himself from liability for Assessments levied against his Lot or for other amounts which he may owe to the Association under the Governing Documents by waiver and non-use of any of the Common Area and facilities or by the abandonment of his Lot.

Section 4.10. Maintenance of Reserve Fund. Out of the annual Assessments and other income, the Board may establish and maintain a reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area. Reserve funds shall include, unless waived by the owners, reserves funds for roof replacement, building painting, pool maintenance and repair, pavement resurfacing, and such other items for which the deferred maintenance or replacement costs are estimated to exceed \$10,000 in a fiscal year. All reserve funds shall be pooled and may be used for any item for which the Association collects reserve funds.

Section 4.11. No Offsets. All Assessments and other amounts payable to the Association shall be payable in accordance with the provisions of the Governing Documents, and no offsets against such Assessments or other amounts shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Governing Documents.

Section 4.12. Financial Reporting. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the association shall provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial reports shall be prepared in accordance with Section 720.303(7), Florida Statutes, as amended from time to time.

Section 4.13. Surplus Funds. The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining, including, but not limited to using such surplus to fund reserves. The Association shall not be obligated to reduce the amount of the annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

Section 4.14. Capital Contribution. All Lots purchased after the date of recording this Declaration shall be assessed a Capital Contribution in the amount of \$1000. The Capital Contribution shall be due and payable at the time title is conveyed to the new Owner, but not less than five (5) days after the date of closing on the Lot. The Capital Contribution is in addition to and not in lieu of the Annual Assessments and any other monetary obligations owed by the Owner and the Lot. Capital Contributions shall be added to the Association's general operating fund. Capital Contributions not paid when due shall be treated as a Specific Assessment and collected in the manner provided herein. This section does not apply to any Lots acquired by the Association or any Lots transferred for estate planning purposes, such as transfers to a beneficiary where the owner retains a life estate or to a trust where the owners serve as the trustees, as the result of a marriage or divorce decree, or in similar circumstances which do not result in an substantive change in ownership, as determined by the Board in its sole discretion.

## **ARTICLE V**

### **USE RESTRICTIONS**

Section 5.1. Association Rules. The Board shall have the authority to adopt reasonable rules and regulations governing the use of Lots and Common Areas. Every Owner shall comply with the restrictions and covenants set forth herein and any and all Association Rules adopted by the Association. Owners shall also comply with all applicable local, state, and federal laws and requirements.



Section 5.2. Residential Use. Except as otherwise provided herein, all Lots shall be improved and used only for Single Family Residential Use. Occupancy shall not exceed two permanent occupants per bedroom. No gainful occupation, profession, trade or other commercial activity shall be conducted on any Lot. Notwithstanding the foregoing, home businesses are permitted on the Lots provided (i) they are in accordance with applicable governmental ordinances and other legal requirements for home businesses in residential districts, (ii) they do not generate any pedestrian or vehicular traffic to or from the home in excess of that which would customarily be generated by a Single Family Residential Use which does not include a home business, and (iii) they do not involve use of the clubhouse or clubhouse or street parking.

Section 5.3. Age Restriction. Each Lot which has one (1) or more permanent Occupant shall have at least one (1) permanent Occupant who is fifty-five (55) years of age or older, and all permanent Occupants must be at least eighteen (18) years of age. Upon approval of the Board, a surviving spouse or other surviving household member who is a permanent occupant under the age of fifty-five (55) years, may be allowed to remain as a permanent Occupant, provided that at least eighty percent (80%) of the Lots occupied since September 13, 1988 are occupied by at least one (1) person fifty-five (55) years of age or older. A "permanent Occupant" means a person who occupies a Lot for more than 26 weeks in any calendar year. Persons under the age of eighteen (18) are permitted to occupy a Lot for a maximum of 28 days in any calendar year as a guest of an Owner. The Association shall have the right to adopt Rules governing the visitation and temporary residence of persons under the age of eighteen (18) years.

Section 5.4. Dwelling Type and Size. No building shall be constructed or permitted to remain on any Lot other than one double wide manufactured home of at least 864 square feet in size, exclusive of screened enclosures, carports, or other auxiliary structures. Skirting must be split block concrete or another masonry material approved by the Architectural Committee. Owners shall abide by the setback requirements and other applicable building requirements and laws of Pasco County.

Section 5.5. Temporary and Auxiliary Structures. No structure of a temporary character or any auxiliary structure including but not limited to a trailer, basement, tent, shack, shed, garage, barn, or other out building shall be installed, placed or used on a Lot without the prior written approval of the Architectural Committee.

Section 5.6. Mailboxes. Each owner shall have a U.S. Postal Service-approved mailbox installed at a curbside location. Architectural Committee approval is required for the installation, replacement or alteration of a mailbox.

Section 5.7. Signs. Except where required or permitted by applicable law, no sign of any kind which is Visible from a Neighboring Property shall be installed or displayed on any Lot without the prior written approval of the Association as to size, color, design, message content, number and location, except customary name and address signs and one "For Sale" or "For Lease" sign of not more than eighteen (18) inches by twenty-four (24) inches. No signs of any kind may be installed or displayed on or in the Common Area without the prior written approval of the Board.

Section 5.8. Noxious and Offensive Activity and Behavior. No improper, unlawful, obnoxious, noxious or offensive speech or activity shall be allowed anywhere within the Property or on any Lot nor shall anything be done thereon or therein which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of the property of any Owners, occupants or tenants. No Owner or occupant may use or allow the use of a Lot or Common Area in any manner which creates a nuisance to others within the property or any disturbing noises that will, in the sole discretion of the Board of Directors, interfere with the rights, comfort or convenience of the other Owners or occupants. No Owner may approach or discuss Association business with any Board or Committee member except with their express consent or at an open meeting of the Board, Committee, or the membership in accordance with the agenda for the meeting and in a polite and respectful manner.

Section 5.9. Vehicles and Parking. No vehicles of any kind may be parked anywhere in the Property, including on any Lot or Common Area, except on a paved surface. No part of any Vehicle may be parked over any part of a sidewalk, except during load and unloading the vehicle. No inoperable or unregistered vehicles may be parked anywhere within the Property. Only minor vehicle repairs, such as flat tires and battery changes, are permitted within the Property.

- A. Restricted Vehicles. Trailers, campers, buses, boats, boat trailers, utility trailers, mobile homes, all-terrain vehicles, personal watercraft (such as jet skis and dinghy) and recreational vehicles (collectively, "Restricted Vehicles") shall not be parked or kept on a Lot, in the street, or on any Common Area, except that certain Restricted Vehicles may be parked in the RV lot or the clubhouse parking area as permitted herein and with the prior written approval of the Board. Personal watercraft approved by the Board, including canoes, kayaks, and paddle boards, may be stored on a Lot as long as such personal watercraft are not Visible from a Neighboring Property. Notwithstanding the foregoing, Lots with 2 or 3 street views are required to store canoes, kayaks and paddle boards to the best of their ability.
- B. Permitted Vehicles. Ordinary passenger automobiles, motorcycles, golf carts and non-commercial trucks and vans (collectively, "Permitted Vehicles") must be parked on a driveway or within a carport on a Lot. Street parking is permitted during the daylight hours if the driveway for the Lot is occupied with other vehicles, and may be permitted overnight with Board approval. No vehicle may be parked on a street across from a driveway or in a manner that blocks a driveway, mailbox, or fire hydrant or impedes the safe travel of other vehicles and pedestrians.
- C. Commercial Vehicles. Commercial vehicles may be parked on a Lot or in the street for the length of time necessary to provide the service or delivery to the Lot, but may not be parked overnight, except as provided herein. Overnight parking and parking in the RV lot or Clubhouse parking area may be permitted with prior written Board approval. Commercial vehicles shall mean any vehicle used for commercial purposes, including any vehicle that (i) displays any commercial signage or lettering or (ii) bears the appearance of a commercial vehicle by reason of its normal contents (e.g., trade goods, extensive tools, ladders). Law enforcement vehicles are not Commercial Vehicles as defined herein.

- D. Boats. Only non-gasoline engine powered boats less than sixteen (16) feet in length are permitted on the lake.
- E. RV and Boat Storage Lot. Only trailers, boats, recreation vehicles, and other large vehicles approved by the Board or the RV Committee may be parked in the RV and Boat Storage Lot located at common area d (“RV Lot”). Owners and tenants must obtain prior written approval of the Board, or a committee established by the Board (“RV Committee”), to park in the RV Lot. An owner or tenant desiring to park in the RV Lot shall submit a request to the RV Committee. If approved, the RV Committee shall assign a numbered parking space, issue a key, and provide a copy of the rules for use of the RV Lot to the requesting Owner or tenant. No Owner or tenant may assign their parking space in the RV Lot to any other person. If any Owner or tenant of a Lot is assigned more than one parking space in the RV Lot, the second parking space may be revoked at any time upon the request for a parking space by any Owner or tenant having no assigned parking spaces. Spaces in the RV Lot will be assigned by the RV Committee on a first come, first serve basis.
- F. Enforcement. Vehicles parked in violation of these restrictions or any Rules adopted by the Board may be towed at the sole expense of the vehicle owner without notice. If a vehicle is towed in accordance with this Declaration, neither the Association nor any officer, director, or agent of the Association shall be liable to any individual for any claim of damages as a result of the towing activity.

Section 5.10. Machinery and Equipment; Wells. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use or maintenance of improvements on the Lot. Bottle gas tanks and water softeners shall be located so as not to be Visible from a Neighboring Property. Only individual wells for watering lawns and shrubbery are permitted.

Section 5.11. Restrictions on Further Subdivision. No Lot shall be further subdivided or separated into smaller lots or parcels nor shall boundaries of any Lot otherwise be changed by any Owner without the prior written approval of the Board, Pasco County, and any other governmental entity having jurisdiction of the Lot. The Owner shall be solely responsible for all costs related to any subdivision or boundary change, including any attorneys fees and costs incurred by the Association to consider or approve such request. No portion less than all or an undivided interest in all of any Lot shall be conveyed or transferred by any Owner.

Section 5.12. Swimming Pools. No above ground pools are permitted on any Lot. Spas, hot tubs, and similar amenities may be permitted in the rear yard, screened from view of Neighboring Properties, with the prior written approval of the Board or the Architectural Committee and subject to any restrictions imposed by the Board or the Architectural Committee.

Section 5.13. Landscaping.

(A) Each Owner is responsible for the overall appearance and maintenance of their Lot and all improvements thereon and shall keep the Lot orderly, neat, clean and free of

litter. The Owner shall be responsible for watering, weeding, and replacing sod and grass as needed, and for maintaining all shrubs, trees, walkways, driveways and structures. Owner shall maintain the Lot and all improvements in compliance with any Association Rules and applicable Law, including the portion of the Lot which is between the street(s) adjacent to the Lot and the sidewalk. Owner shall ensure the Lot is properly maintained during periods of extended absence from the Lot.

(B) No tree over 4" in diameter may be removed from any Lot without the prior written approval of the Board, except where required to be removed due to potential hazard in accordance with applicable law. Notwithstanding any approval of the Board, Owner is solely responsible for complying with applicable laws and requirements of Pasco County and any other government entity having jurisdiction over the Lot. Dead or dying trees, and trees that present a hazard to persons or property, shall be removed within 30 days of written notice to Owner in accordance with applicable law. In the event a tree is removed, the stump shall be ground or removed and the lawn area shall be replaced with sod or other approved landscaping materials. Trees must be trimmed and maintained so as not to overhang the sidewalk or roadway. The Association shall maintain trees located between the sidewalk and the roadway as a Common Expense.

#### Section 5.14. Leasing Restrictions.

Leasing is not encouraged. An Owner must own the Lot for at least twelve (12) months prior to leasing the Lot. No Owner shall lease a Lot, including the Dwelling thereon, without prior written approval of the Association and the Owner must comply with these Restrictions and any Rules adopted by the Board.

(A) Leasing Procedures. At least 30 days prior to leasing the Lot and Dwelling, the Owner must submit a lease application in the form approved by the Board, a copy of the proposed lease, completed background checks for all adult occupants, documentation to show that at least one occupant is age 55 or older, and a lease application fee in an amount determined by the Board. Unless otherwise determined by the Board, the lease application fee shall be \$100 per applicant. The lease application must include, but is not limited to, names, ages, and contact information for all adult tenants, names and ages of all other household members, lease term, information regarding vehicles to be parked in the community, information regarding pets, and Owners' contact information. If the Owner has retained a property manager, the Owner shall provide the Association with the property manager's name and contact information and a copy of the contract between the Owner and the property manager setting forth the duties and responsibilities of the property manager with respect to the Owner's property and the tenants. The lease application must be signed by the tenant and Owner stating that they agree to comply with the Governing Documents and shall be jointly liable for any costs incurred by the Association, including attorneys fees and costs, to enforce any provisions of the Governing Documents against the tenants. No tenant may occupy a Lot unless and until the Owner receives written approval of the lease application.

(B) Lease Requirements. All tenants shall be subject to the terms and conditions of this Declaration and the Governing Documents. Each Owner shall deliver copies of the Governing Documents to any tenant leasing such Owner's Residential Unit, and to any

management company engaged by such Owner to lease the Residential Unit on the Owner's behalf. Each Owner shall ensure all tenants or other occupants comply with this Declaration and the Governing Documents and, to the extent permitted by applicable law, shall be responsible and liable for all violations and losses caused by such tenants or occupants. Occupancy is limited to two (2) persons per bedroom. No Lot may be leased for a period of less than twelve (12) months, unless a shorter term is approved by the Board of Directors in its sole discretion. No Lot may be leased more than once in a twelve (12) month period. There shall be no subleasing of a Lot and no assignment of a lease. Only the entire Lot may be leased. No bed and breakfast facility or boarding house may be operated out of a Lot. Individual rooms may not be rented or leased on any basis. No transient tenants may be accommodated. The use of a Lot as a hotel, motel, vacation residence, temporary housing for a fee (such as that offered by Airbnb or VRBO), or similar lodging of any kind is prohibited. Advertising a Lot for such occupancy shall also be deemed a violation of this Declaration.

(C) Leasing Cap. No more than 10 homes in the Community may be leased at any time ("Leasing Cap"). Once the Leasing Cap has been reached, any Owner desiring to lease their property shall be placed on a waiting list. The Board shall manage the waiting list in its sole discretion and subject to any rules adopted by the Board.

(D) Denial of Leases. The Board may deny lease application if 10 or more homes in the Community are leased, the proposed lease is for a term of less than one year, the Owner has previously violated these leasing restrictions, the Owner's property is in violation of any provision of the Declaration, the proposed tenant has violated any provisions of the Declaration within the past three (3) years, or no proposed occupant of the property is at least 55 years of age.

(E) Other Restrictions and Lease Renewal. The Owner shall submit an updated lease application each year prior to renewing a lease. The Owner shall promptly notify the Board of any changes in the Owner's contact information, or any other information contained in the lease application, at any time during the term of the lease. The Owner is responsible for maintaining the Owner's property and ensuring compliance with the Declaration and the Rules at all times, including during the term of the lease agreement. The Owner shall not use the common areas during the term of the lease agreement. No tenants or persons other than an Owner may attend any meetings of the Board or Members of the Association except with the prior approval of the Board, which may be withheld for any reason or no reason, and subject to any rules adopted or imposed by the Board with respect to such attendance. If any tenant violates any provisions of the Declaration or the Rules during the term of the lease and fails to remedy the violation to the satisfaction of the Board, the Owner shall immediately terminate the lease and evict the tenant and the Owner shall be liable for any costs incurred by the Association, including attorney's fees, as a result of the violation. In the event that a tenant or the guest of a tenant causes damage to any Common Area or Association property, the Owner, tenant and guest of tenant shall be jointly and severally liable for same.

Section 5.15. Animals. No animals, insects, livestock, or poultry of any kind shall be raised, bred, or kept on or within any lot or structure thereon except that no more than two (2) dogs, cats or other common household pets may be kept on or within the lots, provided they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no

pets or service or support animals may be kept on any Lot which cause or result in a nuisance or annoyance or which are or become obnoxious to other Owners or tenants. All dogs must be on leashes when they are not in a Residential Unit and must be under the control of the Owner or pet handler at all times. In addition, any person walking a pet within the Property shall not allow any such pet to trespass on any other Owner's Lot and shall remove and properly dispose of any pet waste. Upon request from the Board, owners shall provide documentation of homeowners insurance coverage for their pets or documentation from their insurer that coverage is not available.

Section 5.16. Drilling and Mining. No drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for or removing water, oil, natural gas, or other minerals shall be erected, maintained, or permitted upon any Lot. No excavating or grading work shall be performed on any Lot without the prior approval of the Architectural Committee. Each Owner shall ensure that such work complies with all requirements of any grading or drainage plan approved by any governmental entity having jurisdiction over the Property and that such work does not alter or impede the flow of storm water.

Section 5.17. Refuse and trash. All refuse and trash shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. Until removal from the Lots, refuse shall be placed in closed refuse containers with operable lids so that such containers are not open to the air. Refuse containers shall be kept clean, sanitary, and free of noxious odors. Refuse containers shall be hidden from view from the street and neighboring properties, except to make the same available for collection. No trash containers shall be placed at curbside or other visible location for pickup more than twelve (12) hours prior to the scheduled pickup and must be removed within twelve (12) hours post collection. Where not regularly scheduled by the County, Owner must arrange for pickup by a garbage or trash removal company at the Owner's expense.

Section 5.18. Antennas and Satellite Dishes. No radio or television transmission or radio reception antennae, satellite dish, apparatus or tower ("Receptor") shall be erected on the Property or any Lot or dwelling. Notwithstanding the above, a satellite dish antenna one (1) meter in diameter or less, or any other device designed and used for the reception of over the air broadcast television signals, may be installed only on property of the Owner where required to be permitted by applicable law. Except where such installation or screening would interfere with the functionality of the antennae or otherwise as required by law, such antennae shall be placed in a location approved by the Board or screened by installation of screening approved by the Architectural Committee. The Board may adopt Rules regarding the installation and appearance of antennae, consistent with applicable laws.

Section 5.19. Architectural Control. The following provisions shall govern architectural control of Lots within the Property:

(A) No structure, building, wall, antenna, landscaping, hardscaping or other Improvement shall be constructed or installed on any Lot, and no construction, installation, addition, alteration, repair, replacement, change or other work which in any way alters the exterior appearance of any Lot, or any Improvements located thereon, (collectively, any

“**Alteration**”) shall be made or done without the prior written approval of the Architectural Committee.

(B) Any Owner seeking to make any Alteration or Improvement to their Lot shall submit to the Architectural Committee a written request for approval specifying in detail the nature and extent of the Alteration or Improvement, including, but not limited to, the shape, height, materials, floor plans, color scheme and location. The Owner shall also submit any additional information, plans and specifications requested by the Architectural Committee. If the Architectural Committee fails to approve or disapprove an application within thirty (30) days after receipt of the application, together with all supporting information, plans and specifications requested by the Architectural Committee, the application shall be deemed approved. Any Alteration or Improvement which is not specifically permitted by the Architectural Committee is prohibited. The Architectural Committee shall promptly notify the Owner and the Board by mail or email of any approval or denial. The Owner may appeal a denial to the Board within 30 days of receipt of the notice of denial or such appeal is deemed waived. The decision of the Board on appeal is final and binding.

(C) Notwithstanding the foregoing, Owners are permitted to paint, as long as the exterior home color, trim color, and driveway paint color are the same color as the existing color. Any color change to the exterior of the home, trim, or driveway must be approved by the Architectural Committee in the same manner as any other Alteration and must blend in with the surrounding homes. Only paint colors approved by the Architectural Committee shall be permitted and Architectural Committee may require all or multiple portions of the Lot (home exterior, trim, driveway) to be painted if any one of them will be painted so that the colors complement each other.

(D) The approval by the Architectural Committee pursuant to this Section shall not be deemed a waiver of the Architectural Committee’s right to withhold approval of any similar Alteration or Improvement subsequently submitted for approval.

(E) Upon receipt of approval from the Architectural Committee, the Owner shall proceed with the approved Alteration or Improvement as soon as possible and shall diligently pursue such work to completion as soon as reasonably possible, but in no event longer than six months from the date of approval or such other time prescribed by the Architectural Committee.

(F) The approval of the Architectural Committee required by this Section shall be in addition to, and not in lieu of, any approvals, consents, or permits required under the ordinances or rules and regulations of any county or municipality having jurisdiction over the Property. Each Owner is strongly advised to consult with independent architects and engineers to ensure that all Alterations and Improvements proposed or made by such Owner are safe and in compliance with applicable governmental requirements. No approval by the Architectural Committee shall constitute a guaranty or warranty by the Association, the Architectural Committee or any member of the Architectural Committee that the matters approved comply with this Declaration, the Rules, or any applicable governmental requirements or construction industry standards, or that any plans or improvements are safe or properly designed. The Owner making any Alterations shall indemnify, defend and hold the Association harmless from (i) any

claims or damages of any nature arising from such Alterations or any approval thereof by the Architectural Committee and (ii) any claim that the Association, the Architectural Committee or any member of the Architectural Committee breached any duty to other Owners in issuing approval of such Owner's Alterations

(G) In no event shall the Association, the Board, the Architectural Committee, any member of the Architectural Committee, or any director, officer, manager, member, employee or agent thereof have any liability for any action or inaction by the Architectural Committee or its members, including without limitation any approval or disapproval of plans by the Architectural Committee. The sole remedy for an Owner asserting that the Architectural Committee has improperly withheld approval or has improperly granted approval shall be an action to compel the Architectural Committee to take appropriate action. In no event shall any damages of any nature be awarded against the Association, the Architectural Committee or any member of the Architectural Committee arising from any action or inaction described in this Section. Every person who submits plans for approval, by submission of such plans and specifications, agrees that it will not bring any action or suit for damages against the Association, Board, Architectural Committee, any member of the Architectural Committee, or any director, officer, employee, manager, member or agent thereof.

Section 5.20. Clothes Drying Facilities. Only outside umbrella-type clotheslines shall be erected, placed, or maintained on any Lot and must be placed so as not to be visible from the front of the property and otherwise in compliance with any Rules adopted by the Board.

Section 5.21. Drainage. No Residential Unit, structure, building, landscaping, fence, wall or other Improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with the Surface Water Management System or change the direction or flow of water in accordance with the Surface Water Management System for the Project, for any part thereof, or for any Lot as shown on the approved drainage plans on file with the municipality, County, Water Management District or other governing body in which the Project is located. In addition, no Owner or other Person shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the approved drainage plans.

Section 5.22. Recreation, Athletic & Play Equipment. Basketball backboards, hoops, jungle gyms, swing sets, trampolines, and similar athletic and/or play structures or devices are not permitted on any Lot or anywhere within the Property.

Section 5.23. Lights. Except as initially installed by the Declarant, no spotlights, floodlights or other high intensity lighting shall be placed or utilized upon any Lot or any structure erected thereon which in any manner will allow light to be directed or reflected on any other property except as approved by the Architectural Committee or the Board, as applicable. Landscape lighting shall be permitted in accordance with this section and other provisions of this Declaration.

Section 5.24. Flags. Only flags and flag poles in compliance with section 720.304, Florida Statutes, or otherwise approved by the Board shall be permitted.



Section 5.25. Fences. No fences, gates or walls are permitted to be installed or maintained on any Lot.

Section 5.26. Fireworks. Fireworks, firearms, guns, and other explosive devices are not permitted to be used or discharged anywhere in the Property.

## **ARTICLE VI** **EASEMENTS**

### Section 6.1. Owner's Easements of Enjoyment.

(A) Every Member, and any person residing with such Member, shall have a 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 and Parcel, subject to the following provisions:

(i) The right of the Association to suspend the voting rights and right to the use of the Common Areas (except as hereinafter expressly provided) by any Member (and such Member's tenants, guests, or invitees) who is more than ninety (90) days delinquent in the payment of any Assessment against his Lot for any period during which such Member remains delinquent. Furthermore, the Association may suspend the right of an Owner (and such Owner's tenants, guests, or invitees) to use the recreational facilities, but not the Owner's voting rights, for a period not to exceed sixty (60) days for any other infraction of the Governing Documents and for successive sixty-day (60) periods thereafter if any such infraction is not corrected during any prior sixty-day (60) period.

(ii) The right of the Association to dedicate, transfer or encumber all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board. If ingress or egress to any Lot is through the Common Area, any dedication, transfer, or encumbrance of the Common Area shall be subject to the Lot Owner's easement of ingress and egress.

(iii) The right of the Association to regulate the use of the Common Area through the Association Rules and to prohibit or limit access to such portions of the Common Area, such as landscaped right-of-ways, not intended for use by the Owners or other lawful occupants of a Residential Unit.

(B) If a Lot is leased or rented by the Owner thereof, the tenant and the members of his family residing with such tenant pursuant to the lease shall have the right to use the Common Area during the term of the lease, and the Owner of such Lot shall have no right to use the Common Area until the termination or expiration of such lease, except for the portion of Common Areas that must be used to provide access or utility services to the Lot.

(C) The guest and invitees (other than tenants) of any Member or other person entitled to use the Common Area pursuant to this Declaration may use any recreational facility located on the Common Area provided they are accompanied by a Member or other person entitled to use the recreational facilities pursuant to this Declaration. The Board shall have the right to limit the number of guests and invitees who may use the recreational facilities located on

the Common Area at any one time and may restrict the use of the recreational facilities by guests and invitees to certain specified times.

Section 6.2. Drainage Easements. Drainage flow shall not be obstructed or diverted from drainage easements. The Association shall have easements for and may, but shall not be required to, cut swales and drainways for surface water wherever within the Property and whenever such action may appear to the Association to be necessary to maintain reasonable standards of health, safety and/or appearance, provided that any such action is in compliance with any permit from time to time issued by the Water Management District, as such permits may be amended or supplemented. These easements include the right to cut or remove any trees, bushes or shrubbery, make any gradings of the soil, or take any other action reasonably necessary to install drainage facilities and maintain reasonable standards of health, safety and/or appearance, but shall not include the right to disturb any improvements erected within the Property which are not located within the specific easement areas designated on the Plat or in this Declaration. Except as provided herein, existing drainage and drainage channels shall not be altered so as to divert the flow of water onto adjacent parcels or into sanitary sewer lines. Notwithstanding anything provided herein to the contrary, the Surface Water Management System makes use of certain portions of the Property, including, but not limited to, portions of the Common Areas dedicated for water management purposes. The Association shall have a perpetual non-exclusive easement over, under and upon all Lots and other portions of the Property which may be utilized for the Surface Water Management System to make use of such Surface Water Management System for the surface water drainage, retention, detention and maintenance necessary for the Property. The Association shall have the right to use all drainage easements provided for herein or on the Plat for purposes of accessing any and all drainage facilities on the Property and for access to any Common Areas and/or any improvement from time to time located thereon.

Section 6.3. Mailbox Easements. Mailbox structures shall be installed at such locations within the Property as the Association and the U.S. Postal Service determine to be appropriate. Mailboxes must be approved by the Architectural Committee.

Section 6.4. Utility Easements. Except as installed by the Declarant or approved by the Board, as applicable, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, cable and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures, to the extent reasonably practicable. No structure, landscaping, or other improvements shall be placed, erected, or maintained upon any area designated on the Plat as a public utility easement which may damage or interfere with the installation and maintenance of utilities. Such public utility easement areas, and all improvements thereon, shall be maintained by the Owner of the Lot on which the easement area is located unless the utility company or a county, municipality or other public authority maintains said easement area. There is hereby created a blanket easement upon, across, over and under the Property for ingress to, egress from and the installation, replacing, repairing, altering, operating and maintaining of all utility and service lines and systems.

Section 6.5. Encroachments. All Lots shall be subject to an easement for overhangs and encroachments by walls or other structures upon adjacent Lots as constructed by the original builder or as reconstructed or repaired in accordance with the original plans and specifications or as a result of the reasonable repair, shifting, settlement or movement of any such structure.

Section 6.6. Service Easements; Dedications and Easements Required by Governmental Authority. All persons and entities affiliated with delivery, pickup and fire protection services, garbage services, ambulance services, police and other authorities of the law, United States Mail carriers, representatives of electrical, telephone, water, cable television and other utilities authorized by the Association, and to such other persons as the Association from time to time may designate, shall have a nonexclusive, perpetual easement for ingress and egress over and across the Common Area for the purposes of performing their authorized services. The Association shall have the right to make any dedications and to grant any easements, rights-of-way, and licenses required by any government or governmental agency over and through all or any portion of the Common Area.

Section 6.7. Easement to Inspect and Right to Correct.

(A) Easement. The Association has and retains perpetual, non-exclusive easements throughout the Property, including Lots and Common Area, as necessary or reasonable to carry out its duties and responsibilities provided in the Governing Documents and Florida law.

(B) Right of Entry. The Association has and retains a right of entry onto each Lot (but not into the interior of a Residential Unit) upon reasonable notice to the Owner as necessary or reasonable to carry out its duties and responsibilities provided in the Governing Documents and Florida law. Each Owner agrees to cooperate in a reasonable manner with Association in Association's exercise of the rights provided in this Section.

(C) Damage. Any damage to a Lot or Common Areas resulting from the exercise of the easement and right of entry described in this Section shall promptly be repaired by, and at the expense of, Association. The Association shall otherwise have no liability for any loss or damage incurred by an Owner as a result of the Association's exercise of its rights hereunder except to the extent proximately caused by the gross negligence or willful misconduct of the Association or its agents.

Section 6.8. Easement for Maintenance and Enforcement. The Association and its directors, officers, agents, contractors and employees, the Architectural Committee and any other persons and entities authorized by the Board are hereby granted the right of access over and through any Lots for (i) the exercise and discharge of their respective powers and responsibilities under the Governing Documents; (ii) making inspections in order to verify that all Alterations and Improvements on the Lot have been constructed in accordance with the plans and specifications approved by the Architectural Committee and are being maintained as required by the Governing Documents; (iii) correcting any condition originating in a Lot or in the Common Area threatening another Lot or the Common Area; (iv) performing installations or maintenance of utilities, landscaping or other improvements located on the Lots for which the Association is responsible for maintenance; or (v) correcting any condition which violates the Governing

Documents. The Association shall have no liability for any loss or damage incurred by an Owner as a result of the Association's exercise of its rights hereunder except to the extent such loss or damage is proximately caused by the gross negligence or willful misconduct of the Association or its agents.

Section 6.9. Miscellaneous. If any easement created or intended to be created by this Declaration would be found ineffective as a matter of law because it is purported to be created at a time when both the burdened and benefited properties are owned by the same party, such easement shall be deemed a contractual obligation and license having the same terms for the duration of the period that the burdened and benefited properties are owned by the same party, which shall automatically be converted to an easement on the date the burdened and benefited properties become owned by different parties, without requiring any further instruments.

## **ARTICLE VII** **MAINTENANCE**

Section 7.1. Maintenance by Owner. Each Owner shall maintain their Lot and Residential Unit in good repair and in an orderly, neat, clean and litter-free manner. Each Owner must repair, replace and maintain the roofs, gutters, downspouts, lawns, shrubs, trees, landscaping, walks, exterior building surfaces, windows, doors, trim, driveways, and other exterior improvements and attachments from time to time situated on such Owner's Lot. Owners are required to routinely water, weed, and replace sod and grass to ensure a healthy and attractive appearance. Should an Owner fail to meet the minimum standards for maintenance, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs. Owners shall be responsible to clean and pressure-wash the driveway to keep the same free from unreasonable accumulations of mold and mildew. During prolonged absence, an Owner shall arrange for the continued care and upkeep of the Lot. Except for areas owned by the Association or that the Association has elected in writing to maintain, which election may be terminated by the Association at any time, each Owner shall also maintain in good condition and repair any landscaping within the portion of any adjacent right of way that is located between such Owner's Lot and the curb of the adjacent street. An Owner shall not allow a condition to exist on the Lot which will adversely affect any other Lots or Residential Units of other Owners.

Section 7.2. Maintenance by the Association. The Association shall be responsible for the maintenance, repair, construction, reconstruction and replacement of the Common Area, including all Improvements thereon and any portion of the Common Area used as a road, street, walk, driveway, and parking area. The Association may, at the discretion of the Board, install and maintain signs; install, maintain, repair and replace landscaped areas; replace injured and diseased trees or other vegetation, and plant trees, shrubs and ground cover; maintain any and all easement areas; maintain and repair the Surface Water Management System and any other portion of the Common Area used for drainage and retention; and do all such other and further acts which the Board deems necessary to preserve and protect the Common Area and the appearance thereof, in accordance with the general purposes specified in this Declaration.

Section 7.3. Damage or Destruction of Common Area by Owners. No Owner shall in any way alter, damage or destroy any Common Area or Association Property or any portion thereof or any improvement thereon, nor shall any Owner interfere with the activities of the Association in connection therewith. Any expenses, including attorney's fees, incurred by the Association by reason of any such act or omission of an Owner, including, but not limited to any costs to maintain, repair, replace any part of the Common Area or remove any unauthorized alterations, modifications, or improvements, shall be paid by said Owner, upon demand, to the Association, and such amounts shall be a lien on any Lots owned by said Owner and the Association may enforce collection of any such amounts in the same manner as provided elsewhere in this Declaration for the collection and enforcement of Assessments.

Section 7.4. Payment of Utility Charges. Each Lot shall be separately metered for water, sewer, and electrical service and all charges for such services shall be the sole obligation and responsibility of the Owner of such Lot. The cost of water, sewer, and electrical service to the Common Area shall be a Common Expense of the Association.

## **ARTICLE VIII**

### **INSURANCE; CONDEMNATION**

Section 8.1. Scope of Coverage. The Association shall maintain, to the extent reasonably available, the following insurance coverage in amounts and with limits and deductibles as deemed appropriate and approved by the Board:

- (A) Property insurance on the Common Area in an amount equal to the maximum insurable replacement value of the Common Area,
- (B) Comprehensive general liability insurance;
- (C) Workers' compensation insurance in accordance with Florida law;
- (D) Directors' and officers' liability insurance;
- (E) Flood insurance for any Common Area or Improvement thereon in an area identified as an area having special flood hazards
- (F) Whenever possible, the insurance policies purchased by the Association shall provide that there shall be no subrogation with respect to the Association, its agents, servants, and employees, with respect to Owners and members of their household and no act or omission by any Owner shall void or be a condition to recovery on the policy.

Section 8.2. Fidelity Bonds. The Association shall maintain fidelity bonds for all officers, directors, trustees, and employees of the Association and all other persons handling or responsible for funds held or administered by the Association. The total amount of fidelity bond shall be based upon the business judgment of the Board, relative to the estimated maximum amount of funds, including reserve funds, in the custody of the Association or the management agent at any given time during the term of each bond. The Association shall require any management agent of the Association to maintain its own fidelity bond in an amount equal to or greater than the amount of the fidelity bond maintained by the Association.

Section 8.3. Payment of Insurance Proceeds. With respect to any loss to the Common Area covered by property insurance obtained by the Association, the insurance proceeds shall be payable to the Association and shall be disbursed for the repair or restoration of the damage to Common Area as determined by the Board and in accordance with this section.

Section 8.4. Repair and Replacement of Damaged or Destroyed Property. Any portion of the Common Area damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (ii) Owners owning at least eighty percent (80%) of the Lots vote not to rebuild. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or replaced. The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association as a Common Expense.

Section 8.5. Condemnation. Any conveyance in lieu of and under threat of condemnation must be approved by at least two-thirds (2/3) of the Board. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed to the Association and used for such purposes as the Board shall determine.

## **ARTICLE IX** **TERM AND ENFORCEMENT**

Section 9.1. Enforcement. The Association or any Owner shall have the right (but not the obligation) to enforce, including by any proceeding at law or in equity, the terms of this Declaration and any amendment thereto. Failure by the Association or any Owner to enforce the same shall in no event be deemed a waiver of the right to do so thereafter. In addition to any enforcement rights otherwise available to the Association, the Association shall have the right to enforce any provision of this Declaration by directly taking action necessary to cure or remove a breach of this Declaration; in such event, the Association shall be entitled to recover the costs incurred by the Association in connection with such cure. Pursuant to such cure/removal right of the Association, the Association or its authorized agents may, upon reasonable written notice, enter any Lot in which a violation exists and correct such violation at the expense of the Owner of such Lot, and the Association and its agents are hereby granted an easement for such purpose. All expenses incurred by the Association to correct a violation on a Lot, including reasonable attorneys fees, and such fines as may be imposed pursuant to this Declaration, the Bylaws, or Association Rules, shall be a Specific Assessment against the Owner and Owner's Lot secured by an Assessment Lien and enforceable in accordance with the provisions of this Declaration. All remedies available at law or equity shall be available in the event of any breach of any provision of this Section by any Owner, tenant or other person.

Section 9.2. Fines. The Association may levy reasonable fines of up to \$1,000 per single violation hereof against any Member so suspended or any tenant, guest, or invitee thereof. A fine may be levied in the amount of up to \$100 per day for each day of a continuing violation, with a single fourteen (14) day notice and opportunity for a hearing before a committee of at least three Members appointed by the Board. A fine of \$1,000 or more shall be secured by a lien on the affected parcel in favor of the Association, but a fine of less than \$1,000 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect

its reasonable attorney's fees and costs from the non-prevailing party as determined by the court. The provisions regarding the suspension-of-use rights do not apply to the portion of Common Areas to the extent the same must be used to provide access or utility services to the Lot.

Section 9.3. Term. The terms of this Declaration shall run with and bind the land for thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years for so long as the Lots shall continue to be used for residential purposes. Provided, however, no termination shall void the duty of the Association to maintain the Surface Water Management System if it is mandated to do so by the terms of the District Permit, unless specifically allowed by the Water Management District. Further, no such termination shall have the effect of terminating any easements herein provided or reserved.

Section 9.4. Amendment. The Declaration may be amended at any time, and from time to time, by the affirmative vote of at least fifty five percent (55%) of the Members entitled to vote and who vote in person or by proxy at a Membership meeting where a quorum is present. Any such amendment shall take effect immediately upon recordation.

Section 9.5. Approval of Litigation. Except for any legal proceedings initiated by the Association to (i) enforce the Governing Documents; (ii) collect any unpaid Assessments levied pursuant to this Declaration; or (iii) enforce a contract entered into by the Association with vendors providing services to the Association, the Association shall not initiate legal proceedings or be joined as a plaintiff in legal proceedings, without the prior approval of a majority of the Members of the Association entitled to cast a vote who are voting in person or by proxy at a meeting duly called for such purpose, excluding the vote of any Owner who would be a defendant in such proceedings. Nothing in this Section shall preclude the Board from incurring expenses for legal advice in the normal course of operating the Association.

## **ARTICLE X**

### **GENERAL PROVISIONS**

Section 10.1. Severability. Judicial invalidation of any part of this Declaration shall not affect the validity of any other provisions.

Section 10.2. Construction. The Article and Section headings have been inserted for convenience only and shall not be considered in resolving questions of interpretation or construction. All terms and words used in this Declaration regardless of the number and gender in which they are used shall be deemed and construed to include any other number, and any other gender, as the context or sense requires. In the event of any conflict or inconsistency between this Declaration, the Articles, and/or the Bylaws, the provisions of this Declaration shall control over the provision of the Articles and the Bylaws and the provisions of the Articles shall prevail over the provisions of the Bylaws.

Section 10.3. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail, postage prepaid; if to an Owner, addressed to that Owner at the address of the Owner's Lot or if to the Architectural Committee, addressed to that Committee at the normal business address of the Association. If notice is sent by mail, it

shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage pre-paid. If personally delivered, notice shall be effective on receipt. In addition to the foregoing, where consent to electronic notice has been obtained from an Owner, notices may be sent by email to the email address provided by the Owner for notice. Mail-in and electronic voting is also permitted for any action requiring a vote of the Members.

Section 10.4. Communication. All communication from Owners to the Board or any Committee member, or any officer of the Association, shall be in writing in order to be deemed effective.

Section 10.5. Interpretation. The Board shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction, or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best consummate the general plan of development for the Project.

Section 10.6. Laws of Florida. The provisions of this Declaration shall be construed under and subject to the laws of the State of Florida and Pasco County.

Section 10.7. Disclaimers and Releases. By acceptance of a deed to a Residential Unit, each Purchaser or Owner, for itself and all persons claiming under such Purchaser or Owner, shall conclusively be deemed to have acknowledged and agreed to fully and unconditionally release Declarant and the Association, and their respective directors, officers, managers, members, agents, employees, suppliers and contractors, and their successors and assigns, from any and all loss, damage or liability (including, but not limited to, any claim for nuisance or health hazards) related to or arising in connection with any disturbance, inconvenience, injury, or damage resulting from or pertaining to all and/or any one or more of the conditions, activities, occurrences described herein.

## **ARTICLE XI**

### **WATER MANAGEMENT DISTRICT REQUIREMENTS**

Section 11.1. Purpose. The provisions of this Article XI are included for purposes of complying with various requirements of the Water Management District. The provisions of this Article XI are intended to supplement and not replace the remaining provisions of this Declaration. However, in the event of any conflict between any provision of this Article XI and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Article XI will prevail. Furthermore, if so required by the Water Management District, the Association may amend this Article as may be necessary or desirable to comply with such requirement, without the joinder or consent of any other party, including any Owner or mortgagee.

Section 11.2. Surface Water Management System. The Association shall own and be responsible for the maintenance, operation, and repair of the Surface Water Management System. Maintenance of the Surface Water Management System shall mean the exercise of



practices which allow the system to provide drainage, water storage, retention ponds, conveyance, or other surface water or stormwater management capabilities as permitted by the Water Management District. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by the Water Management District.

Section 11.3. Association Existence. The Association shall exist in perpetuity; however, if the Association is dissolved, the property rights comprising the portions of the Common Area consisting of the Surface Water Management System will be conveyed to an appropriate agency of local government. If this is not accepted, then the Surface Water Management System will be dedicated to a similar non-profit corporation; provided, however if no other not-for-profit corporation or agency will accept such property, then any affected governmental instrumentality or agency, including the Water Management District, may petition the Circuit Court of the County in which the Property is located to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to such applicable portions of the Common Area, or otherwise dispose of the Common Area or portions thereof as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust, which shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate.

Section 11.4. Maintenance and Ownership of the Surface Water Management System. The Surface Water Management System, including any drainage, stormwater, or other easements of which such system may be comprised, constitutes Common Areas of the Association. The Association shall be responsible for the operation and maintenance of the Surface Water Management System and for assessing and collecting fees for the operation, maintenance, and if necessary, replacement of the system. Any repair or reconstruction of the Surface Water Management System shall be as provided in the District Permit or, if modified, as approved, in writing, by the Water Management District. Notwithstanding the foregoing, no person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the Water Management District.

Section 11.5. Surface Water Management Permit. The registered agent for the Association shall maintain copies of the District Permit and all other Stormwater Management System permitting documents for the benefit of the Association.

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

18/30

# LAKE MARINETTE

## MOBILE HOME PARK

BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 17 EAST, PASCO CO. FLORIDA

STATE OF FLORIDA }  
COUNTY OF PASCO } S.S.

THE UNDERSIGNED OWNERS AND MORTGAGEES OF THE LANDS SHOWN ON THIS PLAT TO BE KNOWN AS LAKE MARINETTE MOBILE HOME PARK AND DESCRIBED AS BEING IN PASCO COUNTY, FLORIDA, AS FOLLOWS:

FOR A POINT OF REFERENCE BEGIN AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA, RUN THENCE NORTH 88°24'40" EAST, 1156.06 FT. TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE CENTER LINE OF 8TH AVENUE NORTH, THENCE CONTINUE ALONG SAID CENTER LINE NORTH 88°24'40" EAST, 1306.27 FT.; THENCE SOUTH 00°24'19" EAST, 1325.66 FT.; THENCE SOUTH 88°45'18" WEST, 1316.53 FT.; THENCE NORTH 00°02'45" EAST, 1316.78 FT. TO THE POINT OF BEGINNING.  
CONTAINS 39.05 ACRES M.O.L.

HAVE CAUSED SAID LAND TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC AND PASCO COUNTY, FLORIDA, ALL STREET RIGHTS-OF-WAY AND EASEMENTS AS SHOWN AND DEPICTED HEREON, AND FURTHER DO HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC AND PASCO COUNTY, FLORIDA, ALL LANDS UPON WHICH OR WITHIN WHICH UTILITY IMPROVEMENTS OR FACILITIES EXIST, AND FURTHER DO HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC AND PASCO COUNTY, FLORIDA, ALL UTILITY IMPROVEMENTS AND FACILITIES INCLUDING BUT NOT LIMITED TO WATER OR SEWER LINES OR PIPES, FIRE HYDRANTS, WELLS, LIFT STATIONS, PUMPING STATIONS, BUILDINGS, SEWAGE DISPOSAL PLANTS, OTHER UTILITY PLANTS AND OTHER APPURTENANT FACILITIES, LINES WITHIN OR UPON THE LANDS DEPICTED ON THIS PLAT AND SHOWN ON AS-BUILT PLANS FILED WITH THE COUNTY FOR SUCH LANDS; AND FURTHER DO HEREBY RESERVE UNTO ITSELF, ITS HEIRS, SUCCESSORS, ASSIGNS OR LEGAL REPRESENTATIVES, THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ALL SUCH DEDICATED LANDS, STREETS, UTILITY IMPROVEMENTS OR FACILITIES AND APPURTENANCES UNTIL SUCH TIME AS THE OPERATION AND MAINTENANCE OF SAID LANDS, IMPROVEMENTS, FACILITIES AND APPURTENANCES IS ASSUMED BY PASCO COUNTY, FLORIDA, AND FURTHER DO HEREBY RESERVE UNTO ITSELF, ITS HEIRS, SUCCESSORS, ASSIGNS OR LEGAL REPRESENTATIVES, INCLUDING BUT NOT LIMITED TO THE PRIVATE UTILITY FURNISHING WATER AND SEWER SERVICES AND APPURTENANCES THERETO, THE TITLE TO ANY LANDS OR IMPROVEMENTS DEDICATED TO THE PUBLIC OR TO THE COUNTY IF FOR ANY REASON SUCH DEDICATION SHALL BE EITHER VOLUNTARILY OR INVOLUNTARILY VACATED, VOIDED OR INVALIDATED.

THIS THE 11 DAY OF Oct, A.D. 1979

### MORTGAGEE

COMMUNITY BANK

PRESIDENT: R. Gary Barcock VICE PRESIDENT: Gary L. Zunt  
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS: Madeline J. Brown WITNESS: Carolyn Kidd

STATE OF FLORIDA } S.S.  
COUNTY OF PASCO }  
I HEREBY CERTIFY ON THIS 11th DAY OF Oct, A.D. 1979 BEFORE ME PERSONALLY APPEARED R. GARY BARCOCK, PRESIDENT AND GARY L. ZUNT, VICE PRESIDENT OF COMMUNITY BANK A FLORIDA BANKING CORPORATION AS MORTGAGEE, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED AND THAT THEY AFFIXED THERETO THE OFFICIAL SEAL OF SAID CORPORATION AND THAT SAID INSTRUMENT IS THE OFFICIAL ACT AND DEED OF SAID CORPORATION, WITNESSES MY HAND AND OFFICIAL SEAL AT NEW PORT RICHEY, PASCO COUNTY, FLORIDA, THE DAY AND YEAR AFORESAID.

MY COMMISSION EXPIRES: Carolyn Kidd  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

APPROVED: BY THE BOARD OF COUNTY COMMISSIONERS, PASCO COUNTY, FLORIDA  
ON THIS 11th DAY OF November A.D. 1979  
Curtis L. Lane  
CHAIRMAN

FILED AND RECORDED: IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA ON  
THIS 11th DAY OF November A.D. 1979, IN PLAT BOOK NO. 17 PAGE NO. 191  
Carl A. ...  
CLERK OF THE CIRCUIT COURT

### CERTIFICATE OF TITLE

STATE OF FLORIDA } S.S.  
COUNTY OF PASCO }  
I, ANTHONY S. BATTAGLIA OF THE LAW OFFICE OF BATTAGLIA, ROSS, FORLIZZO, HASTINGS, DICUS AND CAMPBELL, HEREBY CERTIFY THE OWNER AND MORTGAGEE OF THE PROPERTY LYING WITHIN THE PARCEL DESCRIBED ON THE RECORD PLAT FOR LAKE MARINETTE MOBILE HOME PARK IS AS SHOWN ON SAID PLAT, THAT THERE ARE NO LIENS AND/OR ENCUMBRANCES OF RECORD AGAINST SAID PROPERTY, EXCEPT AS SHOWN ON SAID PLAT, AND THAT THE TAXES FOR THE YEAR 1978 HAVE BEEN PAID.  
THIS THE 10th DAY OF October 1979  
BY Anthony S. Battaglia

SURVEYORS CERTIFICATE: I HEREBY CERTIFY ON THIS 12th DAY OF October A.D. 1979 THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE LANDS SURVEYED AND THAT THE SURVEY WAS MADE UNDER MY SUPERVISION AND THAT THE SURVEY DATA COMPLIED WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES.  
AMERICAN ENGINEERING INC.  
Clifford Mandall  
FLORIDA SURVEYORS REGISTRATION NO. ...  
SHEET 1 OF 2



18/30

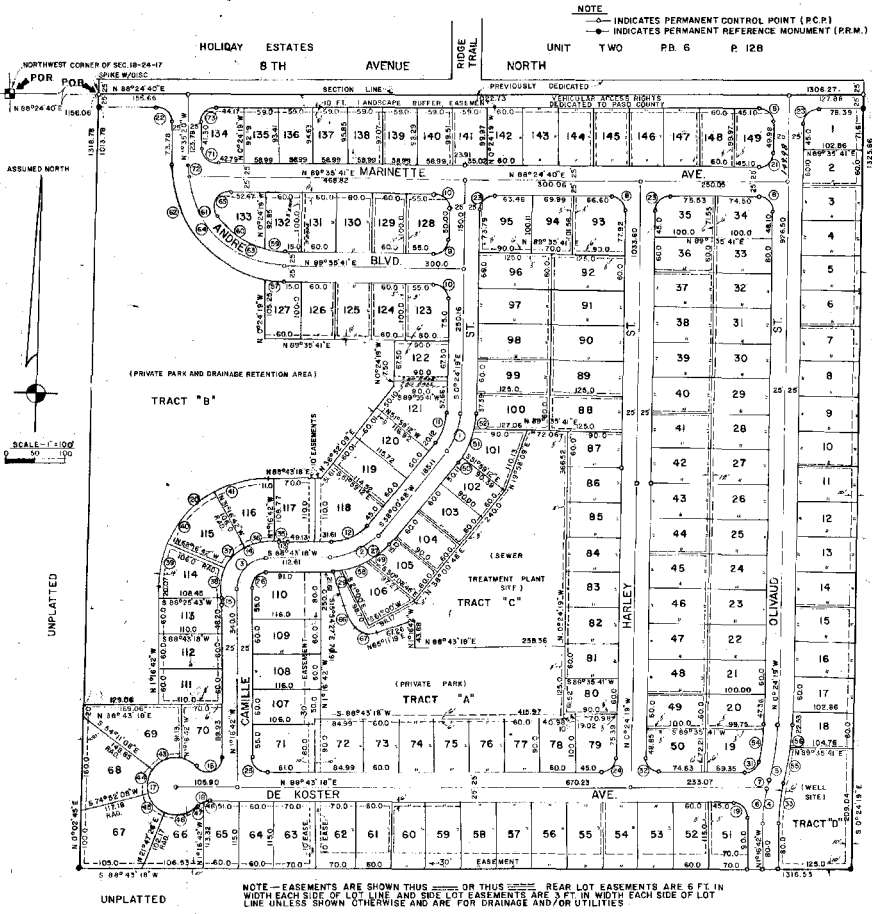
18/31

# LAKE MARINETTE

## MOBILE HOME PARK

BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 17 EAST, PASCO CO. FLORIDA.

NO.	RAD.	DELTA	TANG.	CH.	OH BEARING
1	100	38°25'07"	6128	3484	85.80 S 18° 46' 15" W
2	100	50°42'28"	8850	47.39	85.84 S 62° 22' 07" W
3	50	30°00'00"	78.54	50.00	70.71 S 40°44' 16" W
4	230	17°00'00"	7416	37.96	73.80 N 7° 15' 18" E
5	344.02	16°07'37"	5683	48.74	96.51 N 7° 30' 39" E
6	250	15°25'16"	6233	32.44	40.44 N 57° 38' 53" E
7	200	37°04'48"	15.81	67.93	13.80 N 69° 03' 55" E
8	50	89°11'07"	39.78	25.52	30.72 S 45° 59' 50" E
9	20	90°00'00"	23.27	20.0	38.36 S 44° 55' 41" W
10	25	10°00'00"	52.87	25.0	36.36 S 44° 24' 19" W
11	70	38°25'07"	50.20	26.13	49.35 S 18° 46' 16" W
12	75	50°42'28"	66.38	35.54	84.23 S 63° 22' 03" W
13	50	16°18'20"	12.48	6.27	12.48 N 84° 07' 32" W
14	70	10°18'30"	65.54	13.08	58.86 S 25° 02' 18" W
15	50	14°18'20"	12.48	6.27	12.48 S 89° 25' 55" E
16	25	128°1'23"	60.30	65.45	46.71 S 67° 49' 59" W
17	50	27°02'24"	24.18	46.67	6.16 N 16° 42' 24" E
18	25	48°11'23"	17.58	11.18	22.64 N 64° 44' 16" E
19	20	90°00'00"	39.27	23.0	35.36 S 44° 59' 50" E
20	81	80°00'00"	28.80	18.50	28.43 N 43° 43' 18" E
21	75	16°48'00"	78.75	24.48	31.98 S 25° 02' 18" W
22	20	90°00'00"	39.27	23.0	35.36 S 44° 59' 50" E
23	25	88°48'59"	36.75	24.45	34.99 N 44° 02' 10" E
24	25	89°07'37"	36.96	24.62	35.08 S 44° 09' 29" W
25	20	90°00'00"	39.27	23.0	35.36 S 44° 59' 50" E
26	20	90°00'00"	39.27	23.0	35.36 S 44° 59' 50" E
27	25	30°42'29"	10.63	53.53	17.05 N 63° 22' 03" E
28	25	38°25'07"	49.42	45.55	82.98 N 18° 46' 16" E
29	25	87°04'04"	17.4	11.48	17.12 S 64° 33' 18" E
30	103.02	11° 38' 03"	64.78	32.50	64.67 S 9° 24' 43" W
31	25	77°29'33"	33.81	20.06	31.29 S 49° 56' 37" W
32	25	90°00'00"	39.27	23.0	35.36 S 44° 59' 50" E
33	22.5	17°00'00"	16.75	16.83	54.31 S 71° 15' 18" E
34	369.02	16° 07' 37"	103.87	32.28	103.55 N 7° 30' 39" E
35	70	6° 18' 06"	6.93	4.95	6.68 N 80° 07' 25" W
36	70	38° 07' 04"	52.61	21.20	34.84 S 77° 42' 25" W
37	70	33° 00' 00"	51.08	26.43	50.13 S 60° 15' 18" W
38	70	37° 16' 20"	51.44	24.67	50.85 S 37° 04' 08" W
39	85	13° 00' 00"	74.26	31.64	73.77 N 10° 15' 18" E
40	85	17° 00' 00"	81.41	41.80	37.40 S 18° 46' 16" E
41	85	30° 00' 00"	88.47	49.57	33.76 N 73° 43' 18" E
42	50	35° 35' 46"	30.06	16.05	30.37 S 60° 23' 12" W
43	80	65° 30' 07"	50.16	30.16	54.01 S 63° 53' 54" W
44	40	90° 00' 00"	19.64	12.82	43.01 S 0° 00' 00" W
45	50	93° 04' 42"	46.32	24.97	44.68 S 4° 40' 15" E
46	80	37° 15' 31"	62.78	35.84	58.22 N 78° 09' 40" E
47	25	27° 05' 22"	11.82	6.07	11.71 S 64° 04' 56" E
48	25	27° 05' 22"	6.21	4.66	9.18 N 78° 10' 17" E
49	25	87° 34' 25"	42.70	21.58	42.49 N 47° 48' 00" E
50	65	4° 52' 18"	9.90	4.95	9.90 N 36° 44' 40" E
51	25	28° 07' 07"	9.18	28.86	86.83 N 44° 44' 40" E
52	65	10° 22' 00"	22.73	11.40	22.70 N 4° 24' 15" E
53	318.02	2° 18' 15"	12.64	6.32	12.64 S 0° 48' 48" W
54	318.02	9° 23' 20"	52.14	26.13	51.08 S 6° 39' 49" W
55	360.00	10° 17' 07"	66.38	35.52	66.38 N 10° 24' 20" E
56	162.02	8° 49' 41"	37.64	18.78	37.62 N 29° 30' 30" E
57	185	12° 31' 59"	42.65	21.41	42.57 N 64° 08' 19" W
58	225	25° 00' 00"	60.17	25.93	49.04 N 69° 05' 11" E
59	445	16° 04' 48"	43.75	23.07	43.75 N 61° 17' 56" E
60	45	36° 16' 26"	31.70	43.44	30.16 S 54° 12' 22" E
61	170	63° 14' 37"	14.89	10.05	125.88 N 48° 47' 00" W
62	165	75° 07' 00"	12.64	10.05	24.06 N 61° 17' 56" E
63	145	54° 11' 00"	17.46	14.38	152.37 N 63° 00' 45" W
64	170	88° 48' 59"	34.52	18.52	23.92 S 45° 59' 50" E
65	25	128° 1' 23"	54.84	46.73	44.49 N 28° 45' 11" E
66	75	25° 33' 18"	12.48	6.27	12.48 S 64° 07' 32" W
67	37	13° 20' 48"	42.37	27.68	44.22 S 78° 08' 12" E
68					
69					
70					
71	25	78° 48' 59"	39.75	24.45	34.49 N 45° 59' 50" W
72	170	5° 54' 22"	18.53	8.27	18.53 N 4° 22' 31" W
73	25	90° 00' 00"	39.27	25.00	35.36 N 42° 24' 40" E
74					



NOTE  
 ○ INDICATES PERMANENT CONTROL POINT (P.C.P.)  
 ● INDICATES PERMANENT REFERENCE MONUMENT (P.R.M.)

SHEET 2 OF 2

18/31

**EXHIBIT "B"**

**ARTICLES OF INCORPORATION OF ASSOCIATION  
(See attached)**

ARTICLES OF INCORPORATION OF  
GREAT CYPRESS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I  
NAME

The name of the corporation is GREAT CYPRESS VILLAGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE II  
PRINCIPAL OFFICE

The principal office of the corporation is located at 16816 Camille Street, Hudson, FL 34667.

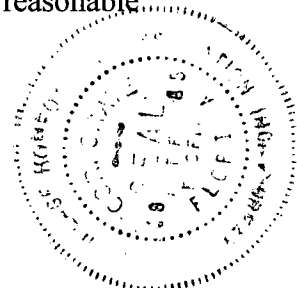
ARTICLE III  
REGISTERED AGENT

John K. Renke III, whose address is 7637 Little Rd., New Port Richey, FL 34654, shall be the registered agent of the corporation.

ARTICLE IV  
PURPOSE AND POWERS OF THE CORPORATION

The general purpose of the corporation shall be to act as a Homeowners' Association for the residential community known as Great Cypress Village (formerly known as Lake Marinette Mobile Home Park, and to carry out the functions and duties of said Association as set forth in Chapter 720, and Chapter 617; Florida Statutes. The corporation shall further have the power to:

- a. Exercise all of the powers, privileges, and responsibilities set forth in the Declaration of Covenants, Conditions, and Restrictions for Great Cypress Village (Declaration), as the same may be amended from time to time and recorded in the Public Records of Pasco County, Florida.
- b. Fix, levy, collect and enforce payment of amounts owing to the corporation from owners of property in Great Cypress Village, including filing liens and foreclosing liens in the same manner as a mortgage. To pay all costs and expenses reasonable and necessary for operation of the corporation.



- c. Acquire, hold, improve, sell, transfer, or dedicate for public use real or personal property in connection with the affairs of the corporation.
- d. Borrow money, and with the affirmative vote of at least fifty-five percent (55%) of the members present in person or by proxy and voting at a regular or special meeting of the members of the corporation, mortgage, pledge, deed in trust, or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.
- e. Dedicate, sell or transfer all or any part of the common area or decorative entrance sign to Great Cypress Village to any public agency, authority, or utility for such purposes and subject to such conditions as may be provided in the Declaration.

#### ARTICLE V MEMBERSHIP

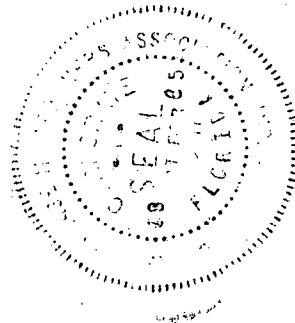
Each owner of a lot in Great Cypress Village which is subject to the Declaration shall be a member of the corporation, and such membership is appurtenant to said lot and cannot be severed therefrom. Owners of a security interest in any lot shall not be members of the corporation.

#### ARTICLE VI VOTING RIGHTS

There shall be one vote for each lot in Great Cypress Village. When more than one person is an owner, all such persons shall be members, and the one vote for such lot shall be exercised as they determine among or between themselves

#### ARTICLE VII BOARD OF DIRECTORS

The corporation shall be managed by a board of directors consisting of not less than five nor more than seven members.



ARTICLE VIII  
OFFICERS AND DIRECTORS ELECTION AND TERM

The election of the officers and directors shall take place at the Annual Meeting of the members. The term of office shall be one year, and shall commence on April 1. Officers of the corporation shall be President, Vice-President, Secretary, and Treasurer. No person shall hold more than one office simultaneously. The officers shall also be members of the board of directors. The remaining directors shall be known as directors at large.

ARTICLE IX  
BY-LAWS

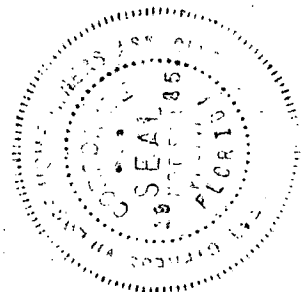
The by-laws of the corporation may be amended by the affirmative vote of a majority of the members present in person or by proxy and voting at a regular or special meeting of the members of the corporation.

ARTICLE X  
AMENDMENT

These Articles may be amended by the affirmative vote of at least fifty-five percent (55%) of the members present in person or by proxy and voting at a regular or special meeting of the members of the corporation.

ARTICLE XI  
DISSOLUTION

To dissolve the corporation, unless the board of directors determines that because of a conflict of interest or other substantial reason it should not make any recommendation, the board of directors must adopt a resolution recommending that the corporation be dissolved and directing that the question of such dissolution be submitted to a vote at a meeting of members entitled to vote thereon, which may be either an annual or special meeting. Written notice stating that the purpose, or one of the purposes, of such meeting is to consider the advisability of dissolving the corporation must be given to each member entitled to vote at such meeting in accordance with the articles of incorporation or the bylaws. A resolution to dissolve the corporation shall be adopted upon receiving at least two-thirds (2/3) of the votes of the members of the corporation. The dissolution shall be in conformity with Chapter 617, Florida Statutes.





ARTICLE XII  
DURATION

This Corporation shall exist perpetually.

ARTICLE XIII  
INCORPORATORS

The names and addresses of the incorporators of this corporation are:

Caryl Nelson, 44-A N. Louisiana Court, Port Richey, FL 33590

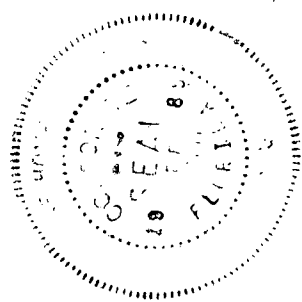
Denise F. Ellis, 181 Tierra Linda, Port Richey, FL 33568

Karen A. Maio, 1822C Aquarius Dr., Port Richey, FL 33568

Dated April 1, 2016

*Jeannie J. Probst*, President  
Jeannie J. Probst

*Catherine Beyer*, Secretary  
Catherine Beyer



**EXHIBIT "C"**

**AMENDED AND RESTATED BYLAWS OF ASSOCIATION**

**(See Attached)**

**AMENDED AND RESTATED BYLAWS OF  
GREAT CYPRESS VILLAGE HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is Great Cypress Village Homeowners Association, Inc. The principal office of the corporation shall be located at 16816 Camille St., Hudson, FL 34667, but meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

Unless otherwise defined herein or the context requires otherwise, the capitalized terms herein shall have the meaning set forth in the Declaration of Covenants, Conditions and (Deed) Restrictions for Great Cypress Village, recorded at O.R. Book 9348, Page 3804 and thereafter supplemented and amended, all pursuant to instruments recorded in the Official Records of Pasco County, Florida (the "Declaration").

**ARTICLE III  
MEMBERS**

3.1 Membership in the Association. Every Owner shall be a Member of the Association and membership shall be established as set forth in the Declaration.

3.2 Voting Rights. Voting rights shall be as set forth in the Declaration. When more than one (1) person holds an interest in any Lot, all such persons shall be Members; however, there shall be only one (1) vote be cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves; but no split vote is permitted. Whenever more than one person holds an interest in any Lot, the Association may require the co-owners to file a certificate of voting authority with the Secretary of the Association prior to a meeting of the members to designate one owner to cast any vote at the meeting unless such co-owners have filed a general voting authority with Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any lot is held in a tenancy by the entireties, either Owner is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing by a certificate signed by both Owners. Any Member who is delinquent in the payment of any charges duly levied by the Association against the Lot shall not be entitled to vote until all such charges together with any penalties as the Board of Directors of the Association may impose have been paid.

3.3 Termination of Membership. Membership in the Association terminates when such Member ceases to be a record Owner of a Lot.

3.4 Transfer of Membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.5 Membership Roster. The Secretary of the Association shall maintain a complete list of Members of the Association including the current mailing addresses for each Member which shall be the property address unless the Member has provided written notice of another address for purposes of receiving notices and information from the Association. All Members shall notify the Association and the U.S. Postal Service of any forwarding address in the event of an extended absence from the Community. An extended absence means and includes an absence greater than 30 consecutive days.

#### ARTICLE IV MEETINGS OF MEMBERS

4.1 Annual Meetings. The annual meeting of the Members shall be held in March each year on the date and at the time and place determined by the Board of Directors and set forth in the notice of such annual meeting.

4.2 Special Meetings. Special meetings of Members may be called at any time by the President or by a majority of the Board of Directors, or upon written request of at least 20% of the eligible voting Members.

4.3 Place of Meetings. Meetings of Members may be held within Pasco County unless another location within the State of Florida is designated by the Board.

4.4 Notice of Meetings. Written notice of any annual or special meeting of the Members shall be mailed, delivered, or electronically transmitted to the Members not less than 14 days prior to the meeting stating the date, time, and place of the meeting. Notice shall be addressed to the Member's address or email address last appearing on the books of the Association or supplied in writing by such Member to the Association for the purpose of receiving notice. Notice shall be deemed given on the date such notice is deposited in the United States mail, postage prepaid, or electronically sent by the Association. In the case of a special meeting, the purpose of the meeting shall also be set forth in the notice. Business conducted at a special meeting shall be limited to the purposes described in the notice of the meeting.

4.5 Waiver of Notice. A Member may waive notice in writing before or after the meeting. The attendance of a Member at a meeting, either in person or in proxy, shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the date, time, and place of such meeting and the manner in which the meeting was noticed, called, or convened, unless the Member states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened.

4.6 Quorum. The presence at a meeting in person or by proxy of Members entitled to cast thirty percent (30%) of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, these Bylaws or by law. After a quorum has been established at a Member's

meeting, the subsequent withdrawal of Members so as to reduce the number of Members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the new time, date and place, until a quorum as aforesaid shall be present or be represented. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

4.7 Action Taken at Meeting. When a quorum is present at any meeting, a majority of the votes duly cast by eligible voting members present in person or represented by written proxy at the meeting shall decide any question brought before the meeting, unless the question is one upon which by express provision of law, the Declaration, the Articles of Incorporation or these By-Laws, a different vote is required, in which case the express provision shall govern and control.

4.8 Proxies. At all meetings of Members, each Member may vote in person or by proxy in the manner provided by law. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. Only one proxy per Lot is permitted. Proxies shall be in writing and filed with the Secretary, or other individual designated by the Board, prior to the start of the meeting. Proxies shall be effective only for the specific meeting for which originally given, and proxies shall automatically expire ninety (90) days after the date of the meeting for which originally given, unless sooner terminated or revoked as provided herein. Proxies shall be revocable at any time at the pleasure of the Member who executes it, and the proxy of any Owner shall automatically terminate on conveyance by Owner of his or her Lot. Proxies may be submitted and/or delivered electronically in accordance with any rules established by the Board.

4.9 Action Without Meeting. Any action of the Members which may be taken at a duly called meeting of the Members may be taken without a meeting, as long as written notice of proposal of the action to be taken by the Members is mailed to every Member of the Association and the number of Members required to approve such action each sign a written consent setting forth the action so taken.

4.10 Order of Business. Unless otherwise designated by the Board in the agenda prepared for the meeting and submitted to the Members, the order of business at the annual meeting of the Members, and as far as applicable at other meetings; shall be:

- (a) call of the roll,
- (b) proof of notice of meeting,
- (c) reading and disposition of any unapproved minutes,
- (d) report of officers,
- (e) report of committees,
- (f) election of directors,
- (g) unfinished business,
- (h) new business,
- (i) adjournment.

4.11 Right to Speak. Each Member shall have the right to attend all membership meetings and to speak on any items open for discussion or included on the agenda. Unless otherwise prescribed by the Board of Directors prior to the meeting, a Member shall have the right to speak for at least three (3) minutes on any item, provided that the Member submits a written request to speak prior to the meeting if required by the Chair of the meeting. The Association may adopt written reasonable rules governing the frequency, duration, and manner of Member statements. Members shall conduct themselves in a professional and courteous manner and shall refrain from making any inflammatory, offensive, or otherwise inappropriate statements or may be required to leave the meeting.

4.12 Voting. Except where a written ballot is required or proxy vote submitted, Association members shall vote at each meeting in accordance with the procedures adopted by the Board at the meeting. The Secretary shall call for votes by voice, show of hands, or by roll call vote. Where roll call vote is use, the Secretary shall call each lot number in order and record in writing the vote for each Lot of "yes," "no," or "abstain." Regardless of the number of Owners, there shall only be one vote recorded for each Lot. The Board shall enlist the Voting/Election Committee as deemed appropriate by the Board to assist as needed to register qualified voters, issue one ballot per Lot, determine the presence of a quorum, compile and count votes, and/or announce the results of votes.

## ARTICLE V BOARD OF DIRECTORS

5.1 The Board. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) directors, unless the Board resolves to change the number of directors. The number of Board members may be changed by a resolution of the Board but must be an odd number and may not be less than five (5) nor more than seven (7) directors.

5.2 Qualifications. Directors must be Members of the Association. Directors may not be delinquent in the payment of any monetary obligation due to the Association at the time they are elected. Only one record Owner of any Lot may serve on the Board of Directors at any time. If a Lot is owned by an entity, such as corporation or limited liability company, the Owner must designate one person in writing to be the representative of the Owner for purposes of serving on the Board of Directors prior to the Owner serving on the Board. The Board may establish reasonable rules regarding the relationship of the designated representative to the Owner for purposes of serving on the Board.

5.3 Term of Office. The members of the Board of Directors shall serve one-year terms. Directors shall hold office until his or her successor has been duly elected and qualified, or until he or she is removed as provided herein.

5.4 Compensation. No Director or Officer shall receive compensation for any service he or she may render to the Association. However, any Director or Officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties. This section does not preclude a person who is also a director from receiving compensation in exchange for other

services rendered to or on behalf of the Association in a capacity other than director, where such services and compensation are approved in accordance with Florida law, as amended from time to time.

5.5 Election of Directors. The election of the Directors shall be in the following manner:

(a) Election of Directors shall be held at the annual membership meeting. Members may submit their request to be a candidate for the Board of Directors at least forty (40) days prior to the date of the election, unless such other time is specified by the Board. Nominations from the floor at the annual meeting are not permitted.

(b) If an election is required at the annual meeting, the President shall appoint Members who are not nominees or candidates to the Board to assist with the election process and the counting of ballots.

(c) The election of directors shall be by ballot and shall be determined by a plurality of votes cast. Each Member entitled to vote may cast his or her vote for as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Ballots may be submitted electronically, including via email or an online voting system, in accordance with Florida law and any procedures established by the Board.

5.6 Annual Meeting. The Board of Directors shall hold its annual meeting at a date and time designated by the Board. The annual meeting of the Board shall be held as soon as possible following annual meeting of Members. At its annual meeting, the Board shall elect Officers and transact such other business as may come before the meeting.

5.7 Special Meetings. Special meetings of the Board of Directors may be called by the President and shall be called by the Secretary at the request of a majority of the Directors.

5.8 Virtual Attendance at Meetings. Directors may participate in meetings of the Board of Directors by means of a telephone conference, video conference, internet, or similar communications equipment by which all persons participating can hear each other at the same time, and participation by such means shall constitute presence in person at such a meeting.

5.9 Notice and Waiver.

(a) Notice to Directors. Directors shall be given at least two (2) days' written notice of any regular or special meeting of the Board either personally or by mail or email to each Director at his or her mailing or email address designated by the Director for receipt of such notice. Such notice shall state the date, time, place, and agenda for the meeting and, for a special meeting, the purpose of the meeting. Any Director may waive notice of any meeting, whether before, at, or after such meeting by executing a waiver of notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the date, time and place of such meeting or the manner in which the meeting has been called or convened except when a Director states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened.

(b) Notice to Members. Notices of all Board meetings must be posted in a conspicuous place within the Common Area or delivered to all owners via email at least forty-eight (48) hours in advance of each Board meeting, except in an emergency or where additional notice is required by Florida law, as amended from time to time. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that the assessments will be considered and the nature of the assessments. Written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to the Members and parcel owners and posted conspicuously on the property or an Association-maintained website not less than 14 days before the meeting. The attendance of a Member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the date, time and place of such meeting or the manner in which the meeting has been called or convened except when a Member states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened.

5.10 Quorum and Voting. A majority of Directors in office shall constitute a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum is present shall constitute the action of the Board of Directors. If less than a quorum is present, then a majority of those Directors present may adjourn the meeting from time to time until a quorum is present. Any business that may have been conducted at the meeting as originally called may be conducted at the adjourned meeting without further notice. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers.

5.11 Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors even though it is less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall hold office for the remainder of the term of that director.

5.12 Removal. At any meeting of Members called expressly for that purpose, any Director or Directors may be removed from office, with or without cause, by vote of a majority of the Members then entitled to vote at an election of Directors. New Directors shall be elected by the Members for the unexpired terms of Directors removed from office at the same meeting at which such removals are voted upon. If the Members fail to elect persons to fill the unexpired terms of the removed Directors, then the vacancies shall be filled in accordance with provisions of these Bylaws.

5.13 Resignations. Any Director may resign at any time by submitting a written resignation which shall take effect at the time specified in the notice of resignation or if no time is specified, at the time of receipt by the President. The acceptance of a resignation shall not be necessary to make it effective.

5.14 Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any Association matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting because of an asserted conflict of interest.



5.15 Powers. All corporate powers shall be vested in and exercised under the authority of the Board of Directors and the management and affairs of the Association shall be controlled by the Board of Directors. The Board of Directors shall have all powers given to the Directors by the Articles of Incorporation, these Bylaws, the Declaration, the Florida Homeowners Association Act, the Florida Not for Profit Corporation Act, and other applicable law, all as may be amended from time to time, and in addition shall have powers to:

(a) Adopt rules and regulations governing the Properties or contemplated by the Declaration or Florida law, and establish penalties for the infraction thereof;

(b) Suspend the voting rights of a Member during any period in which such Member shall be delinquent in the payment of any monetary obligation owed to the Association;

(c) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation or by other provisions of these Bylaws;

(d) Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent without just cause, as determined by the remainder of the Board, from three (3) consecutive meetings of the Board of Directors or six (6) meetings during any calendar year; and

(e) Employ a manager, independent contractors, and such other employees as the Board may deem necessary, and to prescribe their duties; and

(f) Impose fines or suspension of use rights against any Member or any household member, guest, or tenant of the Member for any violation of the Declaration, Articles, Bylaws, or any Rules adopted by the Board.

5.16 Duties. It shall be the duty of the Board of Directors to:

(a) Supervise all Officers, agents, and employees of the Association and see to it that their duties are properly performed;

(b) Fix the amount of the annual assessment against each Lot and provide notice thereof to Members in advance of each annual assessment period, in accordance with the Declaration;

(c) Exercise the duties of the Board as set forth in the Declaration, Articles, these Bylaws, and Florida law and enforce the restrictions and covenants as provided in the foregoing governing documents and the Rules;

(d) Authorize action to collect past due assessments, including but not limited to action to impose and foreclose the lien against any Lot for which assessments are not paid when due and/or action at law against the Owner personally obligated to pay the same;

- (e) Issue, or cause an appropriate officer or Association representative to issue, upon demand by any person entitled to receive such information, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board of Directors may impose a reasonable charge for the issuance of these certificates;
- (f) Procure and maintain insurance on all property owned by the Association;
- (g) Cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (h) Perform the maintenance, repair or replacement required to be performed by the Association as provided in the Declaration;
- (i) Keep and maintain the official records of the Association;
- (j) Perform such other acts as may be authorized or required of a Board of Directors pursuant to Chapter 617 and Chapter 720, Florida Statutes.

5.17 Petition by Members. If twenty percent (20%) of the total voting interests petition the Board of Directors to address an item of business, the Board of Directors shall at its next regular meeting or at a special meeting of the Board of Directors, take the petitioned item up on an agenda.

## ARTICLE VI OFFICERS AND THEIR DUTIES

6.1 Officers. The Officers of this Association shall be a President, Vice-President, Secretary, and Treasurer, each of whom shall be directors and shall be elected by the Board of Directors. No director may hold more than one office simultaneously unless there are fewer than four Board members. The Board of Directors shall elect such assistants or other officers from among the directors and may designate their powers and duties as deemed appropriate by the Board of Directors from time to time. A failure to elect officers shall not affect the existence of the Association.

6.2 Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at its annual meeting following the annual meeting of Members, or as soon thereafter as possible. Each Officer shall hold office until his or her successor shall have been duly elected and qualified, or until his or her death, resignation, or removal as provided herein.

6.3 Removal. Any Officer may be removed from office at any time, with or without cause, on the affirmative vote of a majority of the Board of Directors.

6.4 Vacancies. Vacancies in offices, however occasioned, may be filled at any time by election by the Board of Directors for the unexpired terms of such offices.

6.5 Duties. The officers of the Association shall have such powers and duties as usually pertain to their respective offices and such additional powers and duties specifically conferred by law, by the Articles of Incorporation, by the Declaration, by these Bylaws, or as may be assigned to them from time to time by the Board of Directors:

(a) The President of the Board shall preside at all meetings of the Board of Directors and of the Members. The President shall be the chief executive officer of the Association and shall have all of the powers and duties that are usually vested in the office of President of an association, including the power to appoint committees from among the Members from time to time in his or her discretion, to assist in the conduct of the affairs of the Association.

(b) The Vice President shall, in the case of the absence or disability of the President, perform all of the duties of the President. The Vice President shall perform such other duties as may be assigned by the Board of Directors or the President.

(c) The Secretary shall keep the minutes, accurate records of attendance, and other records of the meetings of the Board of Directors and the meetings of the Members of the Association. The Secretary shall provide for notice of all meetings. The Secretary shall have charge of the corporate seal and shall affix the corporate seal to such instruments as are authorized by the Board of Directors. The Secretary shall keep the official records of the Association.

(d) The Treasurer shall have charge of the funds of the Association and shall keep a correct account of all monies received and disbursed by the corporation. The Treasurer shall present financial reports, such as a balance sheet and income/expense form for the previous month, to the Board of Directors at each Board meeting in accordance with good accounting practices or per the request of the Board. Copies of such reports shall be provided to any Members in attendance at the Board meeting. The Treasurer shall also prepare and provide the Directors and Members attending each Board meeting a balance sheet and income/expense form for the previous month, or other similar financial report. The Treasurer shall also present a report of the receipts and disbursements for the previous year and a budget for the upcoming year at each annual meeting of the Association.

6.6 Delegation of Duties. In the absence or disability of any Officer of the Association or for any other reason deemed sufficient by the Board of Directors, the Board may delegate his or her powers or duties to any other Officer or to any other Director.

6.7 Compensation. Officers of the Association shall not receive any compensation for acting as an officer of the Association.

## ARTICLE VII COMMITTEES

7.1 Creation of Committees. The Board of Directors may, by the vote of a majority of the Board of Directors, create and designate committees to assist in the conduct of the affairs of the Association. Such committees shall have such functions and shall exercise such power as lawfully delegated by the Board. In accordance with the requirements of the Declaration and

Florida law for any such committees, the Board shall appoint Members to such committees and may appoint, increase, decrease, remove, suspend, and/or change the members of the committee, and may dissolve the committee, at any time in its sole discretion. Members of such committees shall be selected from among the Members of the Association in good standing who are not delinquent in any monetary obligation owed to the Association. The Board shall designate the Chair of each committee. Committees to be created by the Board may include the following:

- A. Architectural Committee. A committee of up to 4 members who shall review and approve applications for Alterations pursuant to Section 5.19 of the Declaration. This committee may also inspect Lots for violations of the Declaration and provide notice to owners of such violations in accordance with the Declaration, Florida law, and any policies and procedures adopted by the Board or the Committee.
- B. Budget Committee. A committee consisting of the President, Treasurer and up to 3 Members, who will assist the Board to prepare the annual budget and perform an audit as necessary.
- C. Welcoming Committee. A committee to greet new residents in the community, obtain contact information, and provide information regarding the common areas, recreation facilities, governing documents, rules and regulations, architectural application process, means of communication with the Board, Social Club and other community groups, and local utilities and other information.
- D. Documents Committee. A committee to periodically review and propose revisions to the governing documents to the Board and provide assistance with interpreting the governing documents.
- E. Voting/Election Committee. A committee to assist with soliciting nominations to the Board and committees and conducting votes and elections.

7.2 Meetings. Regular meetings any committees may be held at such time and at such place as determined by the committee or upon request by the Board. Special meetings of the committees may be called by the chair or a majority of the committee. Written notice of any meeting of a committee shall be provided to all committee members and the Secretary of the Board by personal delivery, mail, or email at least three (3) days prior to the date of the meeting. Notice of any meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member of the community, shall be posted in a conspicuous place in the Community or on an Association-maintained website at least forty-eight (48) hours in advance of the meeting, except in an emergency. Members are entitled to attend committee meetings and speak on agenda items in accordance with the rules for Member addresses at meetings of the Board or any rules related to committee meetings adopted by the Board.

7.3 Vacancies. Vacancies on any committees shall be filled by the Board of Directors at any regular or special meeting of the Board of Directors.

7.4 Quorum. At all meetings of a committee, a majority of the committee's members then in office shall constitute a quorum for the transaction of business.

7.5 Manner of Acting. The acts of a majority of the members of a committee present at any meeting at which there is a quorum shall be the act of such committee.

7.6 Minutes. Committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

## ARTICLE VIII FISCAL MANAGEMENT

8.1 Fiscal year. The fiscal year of the Association is April 1 to March 31.

8.2 Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Association expenses and to provide and maintain funds for the appropriate accounts according to good accounting practices. The annual budget and any amendments thereto shall be part of the official records of the Association. An annual budget approved by the Board which requires in an increase in the annual assessment exceeding one hundred-fifteen percent (115%) of the annual assessment for the preceding year shall be approved by the Members in accordance with Article IV of the Declaration.

8.3 Assessments. The assessments levied by the Association shall be for the improvement, maintenance and operation of the Community and any other lawful purpose permitted by the Declaration or Florida law. Assessments shall be computed, levied, collected and enforced as set forth in the Declaration and Florida law, as amended from time to time. Assessments not paid within 30 days after the date due shall be delinquent and shall bear interest from the date due at the rate of eighteen percent (18%) per annum, or such other rate as may be established by the Board from time to time in accordance with Florida law. In addition, Assessments not paid within 30 days after the date due shall be subject to a late fee of \$10.00. Members shall be liable for all costs incurred in collection of past due assessments including, but not limited to, insufficient funds fees and other bank charges and mailing costs.

8.4 Special Assessments. Special Assessments may be levied by the Board of Directors as necessary for repair or restoration of the Common Properties after casualty, for capital improvements, deferred maintenance, or non-budgeted expenditures of the Association approved in accordance with Florida law and the Declaration, to make up deficits in operating and maintenance accounts resulting from inadequate assessments; and for any other purposes permitted by the Declaration and/or Florida law. Any such special Assessment for the acquisition, construction, reconstruction, repair or replacement of a capital improvement on the Common Area shall have the assent of a majority of the qualified voting Members who are present and voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present.

8.5 Specific Assessments. Any fine, Capital Contribution, and any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of the Documents, or by contract expressed or implied, or because of any act or omission of any Owner or Person for whom such Owner is responsible (including, without limitation, guests, family members, invitees, agents, insurers, contractors or sub-contractors), may also be assessed by the

Association against such Owner's Lot if such Owner fails to pay such amount within thirty (30) days after written demand.

## ARTICLE IX MINUTES, BOOKS, RECORDS AND REPORTS

9.1. Minutes. Minutes of all meetings of the Members, the Board of Directors, and any committees of the Association shall be maintained in written form or in another form that can be converted into written form within a reasonable time. Results of any votes taken at a Board meeting must be recorded in the minutes.

9.2. Report to Members. In accordance with Florida law, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within 30 days after the final financial report is completed by the association or received from the third party, but not later than 120 days after the end of the fiscal year, the association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. Such financial report shall be prepared in conformity with generally accepted accounting principles.

9.3. Inspection of Corporate Records. The official records of the Association shall be maintained within the State of Florida and in accordance with Florida law as amended from time to time. The official records of the Association shall be available to Members for copying and inspection in accordance with Florida law, as amended from time to time. The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including without limitation, the costs of assembling and copying records.

## ARTICLE X ENFORCEMENT

10.1 Enforcement Generally. The Association may enforce the provisions of the Declaration, the Bylaws and Articles of Incorporation, and any rules and regulations adopted by the Board, all as may be amended from time to time (collectively, the "Governing Documents"), in accordance with the Declaration and Florida law. The Association may pursue one or more remedies available to it simultaneously or consecutively as deemed appropriate or necessary by the Board in its sole discretion.

10.2 Fining and Suspension. In addition to other remedies available to the Association, the Association may impose fines against a Member or a Member's tenant, guest, or invitee, or may suspend the right of a Member or a Member's tenant, guest, or invitee, to use common areas and facilities, for any violation of any provision of the Governing Documents. A fine may not exceed \$100 per violation, per day not to exceed \$1000 in the aggregate for a continuing violation. A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000 in the aggregate. A fine of less than \$1,000 may not become a lien against a parcel. In any action to recover a

fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by the court. The person fined or suspended by the Board shall be provided at least 14 days' notice and a hearing before a committee of at least three members appointed by the Board in accordance with these Bylaws, who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If a proposed fine is approved by the committee, the fine payment is due 5 days after notice of the fine is provided to the person to be fined.

#### ARTICLE XI AMENDMENTS

These Bylaws may be repealed or amended, and additional Bylaws may be adopted, if approved at an annual or special meeting called for that purpose by a vote of a majority of the Members present and voting in person or by proxy at the meeting.

#### ARTICLE XII CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.