

Record and return to:  
Evan R. Bachove, Esq.  
FIELDS & BACHOVE, PLLC  
4440 PGA Boulevard, Suite 308  
Palm Beach Gardens, FL 33410

CFN 20220498512  
OR BK 34024 PG 359  
RECORDED 12/19/2022 121 PM  
Palm Beach County, Florida  
Joseph Abruzzo, Clerk  
Pgs: 359 - 419; (61pgs)

**CERTIFICATE OF RECORDING THIRD AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS, AND AMENDED AND  
RESTATED BY-LAWS FOR  
OAKS EAST HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants and Restrictions for Oaks East was recorded in Official Records Book 6947, Page 160, of the Public Records of Palm Beach County, Florida and was subsequently amended (referred to herein as the "Declaration"), and had attached thereto as Exhibit "C" the By-Laws of Oaks East Homeowners Association, Inc. commencing at Official Records Book 6947, Page 214, of the Public Records of Palm Beach County, Florida and were subsequently amended (referred to herein as the "By-Laws"); and

WHEREAS, the original Declaration and By-Laws have been amended and provide for further amendments, as set forth herein.

NOW THEREFORE, the Declaration and By-Laws are hereby amended as follows (*new language is underlined; deleted language is ~~struck through~~*):

1. It is hereby certified that the attached Third Amended and Restated Declaration of Covenants and Restrictions for Oaks East, and the Amended and Restated By-Laws of Oaks East Homeowners Association, Inc. (collectively the "Amended and Restated Governing Documents") were approved by the Board of Directors and by at least fifty-one percent (51%) of the total voting interests in the Association, by written and/or electronic consent, pursuant to Article XV of the Declaration, Article VI, Section 6 of the By-Laws, and pursuant to 617.0701(4), *Florida Statutes*.

2. Said Amended and Restated Governing Documents are hereby filed and recorded in the Public Records of Palm Beach County, Florida and shall replace and supersede all prior versions of the Declaration and By-Laws. Said Amended and Restated Governing Documents shall run with the real property subject to the Declaration, and shall be binding on all parties having any right, title or interest in the said real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit and burden of each owner and occupant thereof, subject to any amendments recorded hereafter. (*Note: Some exhibits to the original governing documents are not included herein, but shall remain in full force and effect unless otherwise stated or provided herein*).

OAKS EAST HOMEOWNERS  
ASSOCIATION, INC., a Florida not-for-profit  
corporation

Roni Dorsey  
Witness Signature

By: Karen Mooney PRES.  
Karen Mooney, President

Roni Dorsey  
Printed Name

Scott T. Mooney  
Witness Signature

SCOTT T. MOONEY  
Printed Name

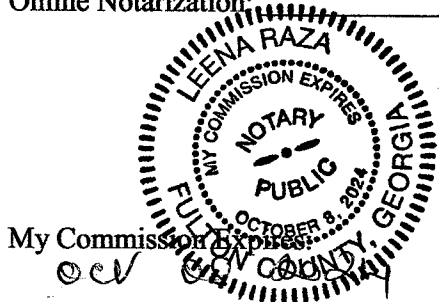
STATE OF Georgia  
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December, 2022, by **KAREN MOONEY**, as President of Oaks East Homeowners Association, Inc., a Florida Not For Profit Corporation, on behalf of the corporation. **KAREN MOONEY** is [ ] personally known to me or [☒] has produced Florida Drivers License as identification. If no type of identification is indicated, the above-named person is personally known to me.

Physical Presence: x

OR

Online Notarization: \_\_\_\_\_



Leena Raza  
Notary Public LEENA RAZA  
Printed Name  
State of Georgia

OAKS EAST HOMEOWNERS  
ASSOCIATION, INC., a Florida not-for-  
profit corporation

Kathleen Miller  
Witness Signature

Kathleen Miller  
Printed Name

Mateline Hobbs  
Witness Signature

Mateline Hobbs  
Printed Name

Attest: Anthony Ruggiero, Treasurer  
Anthony Ruggiero, Treasurer

STATE OF Florida  
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of December, 2022, by ANTHONY RUGGIERO, as Treasurer of Oaks East Homeowners Association, Inc., a Florida Not For Profit Corporation, on behalf of the corporation. ANTHONY RUGGIERO is ☒ personally known to me or ☐ has produced Driver's License as identification. If no type of identification is indicated, the above-named person is personally known to me.

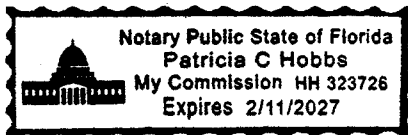
Physical Presence: x

OR

Online Notarization: \_\_\_\_\_

Patricia C. Hobbs  
Notary Public  
Printed Name Patricia C. Hobbs  
State of Florida

My Commission Expires:



THIRD AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR  
OAKS EAST HOMEOWNERS ASSOCIATION, INC.  
2022 REVISION



**THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR OAKS EAST**

Table of Contents

ARTICLE I	<u>DEFINITIONS</u> .....	4
ARTICLE II	<u>PROPERTY SUBJECT TO THIS DECLARATION</u> .....	7
ARTICLE III	<u>PROPERTY RIGHTS</u> .....	8
ARTICLE IV	<u>MEMBERSHIP AND VOTING RIGHTS</u> .....	8
ARTICLE V	<u>USE OF PROPERTY</u> .....	8
ARTICLE VI	<u>COMMON AREA</u> .....	13
ARTICLE VII	<u>EASEMENTS</u> .....	14
ARTICLE VIII	<u>MAINTENANCE</u> .....	15
ARTICLE IX	<u>ASSESSMENTS</u> .....	18
ARTICLE X	<u>ESTABLISHMENT AND ENFORCEMENT OF LIENS</u> .....	23
ARTICLE XI	<u>INSURANCE</u> .....	24
ARTICLE XII	<u>ARCHITECTURAL CONTROL</u> .....	27
ARTICLE XIII	<u>MORTGAGEE PROVISIONS</u> .....	30
ARTICLE XIV	<u>ENFORCEMENT OF DECLARATION</u> .....	32
ARTICLE XV	<u>AMENDMENTS</u> .....	32
ARTICLE XVI	<u>CONVEYANCES</u> .....	32
ARTICLE XVII	<u>TERMINATION</u> .....	36
ARTICLE XVIII	<u>MISCELLANEOUS</u> .....	36

This Table of Contents was created to assist with your review of the Third Amended and Restated Declaration of Covenants and Restrictions for Oaks East.

*(Note: This document is a substantial rewording of the Original Declaration. See the Original Declaration for the prior text).*

### **THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR OAKS EAST**

On September 4, 1991, the original Declaration of Covenants and Restrictions for Oaks East was recorded in the Official Records of Palm Beach County, Florida in Official Records Book 6947, Page 160 (the "Original Declaration") by DIVOSTA AND COMPANY, INC. a Florida corporation ("Developer"), and by OAKS EAST HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit ("Association"). The Original Declaration, as previously amended and restated from time to time, is hereby further amended and restated in its entirety in this THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR OAKS EAST (this "Declaration," as such term is hereinafter further defined) by the Association. This Declaration is a substantial rewording of the Original Declaration, as previously amended and restated from time to time. See the Original Declaration, as previously amended and restated from time to time, for present text (in existence prior to the recording of this Declaration). All exhibits to the Original Declaration, as previously amended and restated from time to time, including, but not limited to Exhibit "A" and Exhibit "2, the legal descriptions of the real property subject to the Original Declaration, as previously amended and restated from time to time; Exhibit "B," the Articles of Incorporation of The Bedford at the Oaks Homeowners Association, Inc. (n/k/a Oaks East Homeowners Association, Inc.) as previously amended and restated from time to time; and Exhibit "C," the Bylaws of the Oaks East Homeowners Association, Inc., as previously amended and restated from time to time; shall remain in full force and effect.

By recording the Original Declaration, as the owner of the real property described in Exhibit "A" and Exhibit "2" attached to the Original Declaration, as previously amended and restated from time to time (the "Property," as such term is hereinafter further defined), the Developer imposed restrictions upon the Property under a general plan of development to mutually benefit all owners of residential properties within the Property. The Developer desired to provide a flexible, manageable, and reasonable procedure for the overall development of the Property, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of the Property.

Therefore, the Property and any additional property which may be subjected to this Declaration by a Subsequent Amendment (as such term is hereinafter defined), shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property which remains subjected to this Declaration. The easements, covenants, conditions and restrictions found in this Declaration shall be binding on all persons and entities, and their heirs, successors, and assigns, having any right, title, or interest in the Property subjected to this Declaration.

In 1994, the Developer conveyed to the Association legal title to the Common Area (as such term is hereinafter defined), along with all rights and responsibilities of ownership, management and maintenance thereof.

## ARTICLE I DEFINITIONS

1. "Articles" shall mean the Articles of Incorporation of The Bedford at the Oaks Homeowners Association, Inc. (n/k/a Oaks East Homeowners Association, Inc.), attached to the Original Declaration as Exhibit "B" thereto, as previously amended and restated from time to time, and incorporated as if fully set forth herein, as may be further amended from time to time.

2. "Assessment" means a share of the funds which are required for the payment of Association Expenses, which from time to time is assessed against the Members (hereinafter defined) of the Association.

3. "Association" shall mean and refer to the Oaks East Homeowners Association, Inc., its successors and assigns.

4. "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association and the Property Owners Association (hereinafter defined), including any reasonable reserve, all as may be found to be necessary and appropriate by the Board and by the Property Owners Association, where appropriate, pursuant to the Homeowners Documents (hereinafter defined).

5. "Association Property" shall mean all real and personal property transferred to the Association for the benefit of all Members.

6. "Back Yard" shall mean all of the Lot behind either (i) the front most fence on the right side of the Home as such term is hereinafter defined when viewed from the Road; or, (ii) if no fence exists, the hose bib on the right side of the Home nearest the kitchen window. For purposes of this Declaration, including, without limitation, "Lot" (as such term is hereinafter defined) and landscaping maintenance, there is no formal designation of "side yard". See also, "Front Yard".

7. "Board" shall mean the Board of Directors of the Association.

8. "Bylaws" shall mean and refer to the Bylaws of Oaks East Homeowners Association, Inc. attached to the Original Declaration as Exhibit "C" thereto, as previously amended and restated from time to time, and incorporated as if fully set forth herein, as may be further amended from time to time.

9. "Common Area" shall mean those areas of real property shown on the plat of Oaks East (hereinafter defined), together with all improvements thereto, which are devoted to the common use and enjoyment of the Members of the Association. The term "Common Area" may sometimes be used interchangeably with the term "Association Property". The common area shall consist of:

A. All portions of the Property which continue to be submitted to this Declaration, and are dedicated to the Association, that are not Units;

B. All portions of the Property submitted to this Declaration that are not dedicated to any governmental entity or to the public for a public use, if any.

10. "County" shall mean Palm Beach County, Florida.

11. "Declaration" shall mean the easements, covenants, conditions, restrictions, and all other terms set forth in this document, and as may be amended from time to time.

12. "Developer" shall mean and refer to DiVosta and Company, Inc., a Florida corporation, its successors and assigns.

13. "Development Outer Wall" shall mean the approximately seven (7) foot high wall that surrounds the Property and provides physical and visual separation from the public streets of Palm Beach Gardens.

14. "Front Yard" shall mean the portion of the Lot, in front of either (i) the front-most fence on the right side of the Home when viewed from the Road; or, if (ii) no fence exists, the hose bib on the right side of the Home nearest the kitchen window. For purposes of this Declaration, including, without limitation, Lot and landscaping maintenance, there is no formal designation of "side yard". See also, "Back Yard".

15. "General Plan of Development" shall mean that portion of the plat of Oaks East dedicated to the Association and submitted to this Declaration, initially or by subsequent Amendment (hereinafter defined), as approved by the appropriate governmental agencies, and which shall represent the development plan and general uses of the Property.

16. "Home" shall mean a finished portion of the Properties, for which a certificate of occupancy has been issued by the appropriate jurisdiction and which is intended for use and occupancy as an attached or detached residence for a single family. A Home may also be referred to as a "single family home". The Home, the Lot or Unit, and the improvements thereon may collectively be referred to as a "Home" as the context may require. The term "Unit" may refer to the Home as the context may require.

17. "Home Perimeter Wall" shall mean the approximately seventy-six (76) foot, windowless wall comprising the left side of the Home when viewed from the "Road" (as such term is hereinafter defined).

18. "Homeowners Documents" shall mean in the aggregate this Declaration, the Articles, the Bylaws, and the "Rules and Regulations" (as such term is hereinafter defined), as such documents may be amended from time to time; as well as the Declaration of Covenants and Restrictions for The Oaks, the Articles of Incorporation for The Oaks Property Owners Association, Inc. ("Property Owners Association" or "POA"), the Bylaws of the Property Owners Association and all of the instruments and documents referred to herein and executed in connection with the General Plan of Development. The Homeowners Documents are binding on each Owner (as such term is hereinafter defined).



19. "Institutional Mortgagee" shall mean any lending institution having a first lien on any property subject to this Declaration, including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state building and loan association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a federal or state banking association, the Palm Beach County Housing Authority or similar entity, a real estate investment trust, or any mortgage banking company authorized to do business in the State of Florida.

20. "Lot" or "Unit" shall mean each individually numbered lot as shown on the plats of the Property, together with the improvements thereon, including, without limitation, the Home. The Home, the Lot or Unit, and the improvements thereon may collectively be referred to as a "Lot" or "Unit" as the context may require. Lots contain Front Yards and Back Yards, as such terms are previously defined.

21. "Lot Vendor" shall mean the Owner's agents, employees, contractors, or licensees.

22. "Member" shall mean a member of the Association.

23. "Oaks East" is the name given to a planned unit development located in Palm Beach Gardens, Florida.

24. "Occupant" shall mean the Owner and the Owner's lessee(s) and family member(s) or their respective guest(s) and invitee(s).

25. "Owner" shall mean and refer to one (1) or more Persons (defined below) who hold the record title to any Lot which is created on the Property, but excluding any party holding an interest merely as security for the performance of an obligation.

26. "Party Fence" shall mean a wall or fence located or constructed on or at the dividing line between two adjoining Lots and used or intended to be used by the Owners of said adjoining Lots.

27. "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

28. "Privacy Wall" shall mean the free-standing wall extending approximately twenty-three (23) feet into the Back Yard of each Lot from the Home Perimeter Wall which provides physical and visual separation between the two adjoining Lots.

29. "Property" or "Properties" shall mean all of the real and personal property previously submitted to the Original Declaration as described in Exhibit "A" and Exhibit "2" thereto, as previously amended and restated from time to time, which continues to be subject to this Declaration.

30. "Road" shall mean and refer to any street or thoroughfare which was constructed by the Developer within the Common Areas, and which is dedicated to the Association, whether same

is designated, for example, by way of illustration and not as limitation, as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, or similar designation.

31. "Rules and Regulations" shall mean the written rules, regulations, and policies as may be adopted by the Board or by the Property Owners Association from time to time by resolution or motion carried.

32. "Single Family" shall mean one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage, or legal adoption, or not more than two persons living together who may or may not be interrelated.

33. "Special Assessment" shall mean and refer to those assessments levied in accordance with the further terms of this Declaration.

34. "Subsequent Amendment" shall mean an amendment to this Declaration which subjects additional property to this Declaration, or which withdraws property previously submitted to this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on any land submitted by a Subsequent Amendment to the provisions of this Declaration.

35. "The Oaks" is the name given to a planned unit development located in Palm Beach Gardens, Florida, consisting of the Oaks East community and the Sun Terrace community.

36. "The Oaks Property Owners Association, Inc." shall mean that certain entity created to hold, maintain, manage, and control certain property for the benefit of the Members and other Persons. It shall be referred to as the "Property Owners Association" or "POA".

37. "Transfer Date" shall mean the date that the Developer relinquished the right to appoint a majority of the Directors to the Board, and conveyed legal title to the Common Area to the Association.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The Property subject to this Declaration is as stated in Exhibit "A" and Exhibit "2" to the Original Declaration as previously amended and restated from time to time.

### ARTICLE III PROPERTY RIGHTS

Every Owner and Occupant shall have a right and easement of enjoyment in and to the Common Area, subject to the Homeowners Documents as may be amended from time to time, and subject to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board, and in accordance with procedures which it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee.

### ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

1. Membership. The owner of the fee simple title of record of each Unit shall be a mandatory member of the Association and of the Property Owners Association.

2. Homeowners Association. Each Owner shall become a member of the s Association upon acceptance of a deed or other document conveying legal title to his Unit. As a member of the Homeowners Association, the Owner shall be governed by the Homeowners Documents; and shall be entitled to one (1) vote for each Unit owned. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. The membership rights of an Owner may be exercised by an individual designated by the Owner in a written instrument provided to the secretary of the Association.

3. Property Owners Association. Each Owner shall become a member of the Property Owners Association upon acceptance of a deed or other document conveying legal title to his Unit. As a member of the Property Owners Association, the owner shall be governed by the Homeowners Documents of the Property Owners Association; and shall be entitled to one (1) vote for each Unit owned. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws and the Homeowners Documents of the Property Owners Association. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated by the owner in a written instrument provided to the secretary of the Property Owners Association.

### ARTICLE V USE OF PROPERTY

1. Single Family Residence. The Units shall be used solely as single-family residences. Nothing herein shall be deemed to prevent an Owner from leasing a Unit to a single family, subject to the terms, conditions, and covenants contained in this Declaration.

2. Use of Property. Each Owner's and Occupant's use and enjoyment of the Property, including, without limitation, each Owner's Lot, shall be subject to and in compliance with: the

Homeowners Documents, as may be amended from time to time, all applicable local and county ordinances, restrictions, codes, and standards as modified by the Homeowners Documents; and any restrictions or limitations contained in any deed conveying the Lot to the Owner.

3. Use Restrictions. In addition to those contained herein, the Board shall have the authority to adopt and enforce reasonable standards and restrictions governing the use of the Properties, that do not unduly restrict an Owner's right to the quiet use and enjoyment of their Lot, including, without limitation, the Home thereon. Such standards and restrictions adopted by the Board shall be binding upon all Owners and Occupants until and unless subsequently overruled, canceled or modified by the Board.

A. **Business Use.** The Units shall be used solely for Single Family purposes subject to and consistent with all applicable local and County ordinances, restrictions, codes, and standards. Nothing herein shall be deemed to prevent an Owner from leasing a Home to a Single Family, subject to all of the terms, conditions and covenants contained in this Declaration. The Units shall not be used in any trade, business, professional or commercial capacity. Notwithstanding the foregoing, a home office is permitted within a Home so long as the use of such home office is contained within the Home and does not interfere with the quiet enjoyment of the Property by other Owners and Occupants. The Board, in its sole and absolute discretion, may restrict any home office uses that it determines interfere with the quiet enjoyment or residential purpose of the Property.

B. **Nuisance.** No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept in any Unit that will emit a foul or obnoxious odor or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property or to the development as a whole. No noxious or offensive activity shall be carried on in any unit, nor shall anything be done thereon tending to cause a nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

C. **Unsightly Conditions.** All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Units and shall not be allowed to accumulate thereon. All refuse containers (except on scheduled trash pick-up days), all machinery and recreational equipment, and other similar items of personal property shall be obscured from view of adjoining Roads, Units or Common Areas.

D. **Vehicles.** No commercial vehicle of any type, non-passenger van, van or truck longer than seventeen (17) feet, motorcycle, all-terrain vehicle, golf cart, trailer, boat, bus or similar vehicle, camper, motor home, or truck (except personal, non-commercial, pick-up trucks, sports-utility vehicles; and the like) shall be parked on any part of the Properties, any driveway, or any designated parking space within the Properties except:

- (i) within a garage,
- (ii) commercial vehicles, vans, or trucks delivering goods or furnishing services temporarily during daylight hours, or

(iii) upon such portions of the Properties as the Board, in its discretion, may allow. In the event that there is a dispute concerning the type of vehicle, the State of Florida vehicle registration shall control.

The Association shall have the right to authorize the towing away of any vehicles in violation of this rule, with the costs and fees, including any attorneys' fees, to be borne by the vehicle owner or violator. The right to tow, as stated herein, is not the sole remedy of the Association, but rather it is a remedy in addition to any other remedy provided under the Declaration or the law.

(iv) Commercial vehicle includes, but is not limited to, any vehicle, other than a law enforcement vehicle (either marked or unmarked) or other emergency vehicle, that has any exterior lettering or logo, a commercial license plate, more than 4 wheels, or exposed or attached tools or equipment.

(v) A non-passenger van is any van that does not have a rear seat and/or side windows.

E. Parking and Garages. Vehicles shall be parked only in the garages or in the driveways serving the Units or in the appropriate spaces or designated areas in which parking may be assigned, and then subject to the reasonable rules and regulations adopted by the Board. Vehicles shall not be parked overnight on any Road or swale. All commercial vehicles, recreational vehicles, trailers, campers, camper trailers, boats, watercraft, motorcycles, ATVs, and boat trailers must be parked entirely within a garage unless otherwise approved by the Board. No garage shall be used as a living area.

F. Animals and Pets. No animals shall be raised, bred, or kept in any Unit, except that dogs, cats, or other household pets may be kept in the Unit, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing, no animal may be kept in the Unit, which in the judgment of the Board results in a nuisance or is obnoxious to the residents in the vicinity. No Owner shall be permitted to maintain in his or her Unit any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament. Pets shall not be permitted in any of the Common Areas unless under leash. Each pet owner shall be required to clean up after his or her pet. Each Owner by acquiring a Unit agrees to defend and indemnify the Association, and its officers, directors, managers, management company, employees and agents hold them harmless against any loss or liability resulting from his or her, his or her family members, or his or her lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner shall remedy the problem, or upon written notice from the Association, he or she will be required to permanently remove the pet.

G. Subdivision of Unit. Units shall not be further subdivided or separated by any Owner; and no portion less than all of any such Unit, nor any easement shall be conveyed or transferred by an Owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments.

H. Communication Equipment. No Owner or Occupant shall place, install, or maintain any equipment or device for the reception or transmission of radio, television, or data signals or communications including, antennae, aerial, satellite dish, or the like (collectively, "Communication Equipment") on any portion of the Common Area. Except for Communication Equipment that is not readily observed from the Road and is not larger than one (1) meter, no Communication Equipment shall be placed, installed, allowed, or maintained upon any portion

of the Parcel, including any Unit, without the prior written approval of the “ACC” (as such term is hereinafter defined).

I. Energy Conservation Equipment. Solar energy collector panels or attendant hardware or other energy conservation equipment may be constructed or installed with the approval of the ACC, which, in its consideration of the request for approval, will refer to the latest amendments of section 163.04 and other pertinent sections of the Florida Statutes.

J. Windows. All draperies, curtains, shades, or other window coverings installed in a Unit, and which are readily visible from the Road must have a neutral-colored backing, unless otherwise approved by the ACC.

K. Signs. No sign, symbol, name, address, notice, or advertisement shall be inscribed or exposed on or at any window or other part of a Unit or Common Areas without the prior written approval of the Board. The Board shall have the right to erect signs as it, in its sole discretion, deems appropriate.

L. Hurricane Season. Each Owner who intends to be absent from his home during the hurricane season (June 1 - November 30 of each year) shall prepare his Unit prior to his departure by doing the following:

(i) Removing all furniture, potted plants, and other movable objects from the exterior portions of the Lot and

(ii) Designating a responsible person or firm, to care for his Unit should it suffer hurricane damage, and providing that name and contact information to the Association manager. Such a person or firm shall also notify the Association’s manager. when planning to close permanent hurricane shutters or install temporary or emergency hurricane shutters, if and when needed.,

(iii) At the Owner’s option, permanent and temporary shutters (except for fabric type) may remain closed/installed for the duration of the Owner’s absence while the Home remains vacant.

M. Seasonal Decorations and Lighting. The display of lights and other decorations during the winter holiday season may begin on Thanksgiving Day and must be removed by January 15<sup>th</sup>. Lights and decorations for other minor holidays (e.g., Halloween, St. Patrick’s Day, etc.) are allowed only in the month of the holiday and must be removed within a week following the Holiday. Any decoration which includes audible sound must be turned off between the hours of 9:00 pm and 8:00 a.m. Neither the Association nor the landscape contractor will be liable for damage to any item or wiring placed in the sodded areas or landscape beds.

N. Exterior Sculpture, and Similar Items. No exterior sculpture, fountains, flags, (except as permitted by Florida Statute 720, as amended from time to time) and similar items shall be permitted on any exterior portion of a Lot that can be readily observed from the Road, without ACC approval.

O. Irrigation. Except for sprinkler or irrigation systems that are owned and maintained by the Association, no sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals or other ground or surface waters within the Properties shall be installed,

constructed or operated within the Properties unless prior written approval has been obtained from the ACC.

P. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person, other than the Association, or the South Florida Water Management District, may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Association hereby reserves a perpetual easement across the properties for the purpose of altering drainage and water flow. Septic systems are prohibited on the Properties.

Q. Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ACC.

R. Sight Distance. All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wall, hedge, shrub or planting shall be placed or permitted to remain where it would create a traffic or sight problem.

S. Lakes and Water Bodies. All lakes, ponds, and streams within the Properties shall be aesthetic amenities only, and no other use thereof shall be permitted, including, without limitation, fishing, boating, swimming, playing, or use of personal flotation devices. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Properties.

T. Recreational Facilities. All recreational facilities and playgrounds furnished by the Association or Property Owners Association or erected within the Properties, if any, shall be used at the risk of the user, and Owners, Unit Users, and Vendors shall defend, indemnify and hold harmless the Association and the Association's officers, directors, managers, management company, employees and agents, and the POA for any claim, damage, or injury occurring thereon or related to use thereof.

U. Personal Recreational Equipment. Except as otherwise provided in the Rules & Regulations, personal recreational equipment, including without limitation, toys, bicycles, basketball hoops, fitness equipment, and portable playground equipment, belonging to Owners and Occupants must be removed from Front Yards, sidewalks, driveways and the Common Area when not in active use, and stored out of public view. Personal recreational equipment cannot be left out overnight.

Personal recreational equipment is used at the risk of the user, and the Owners, Occupants and Lot Vendors shall defend, indemnify and hold harmless the Association and the Association's officers, directors, managers, management company, employees and agents, and the Property Owners Association for any claim, damage, or injury occurring on the Lot or related to use thereof.

V. Rules and Regulations. The Board shall have the authority to adopt and enforce reasonable Rules and Regulations that do not unduly restrict an Owner's right to the quiet use

and enjoyment of their Lot and are consistent with this Declaration and all applicable local and county ordinances, restrictions, codes, and standards. Each Owner and Occupant shall abide by the Rules and Regulations Pursuant to and in accordance with Florida Statute 720, as amended from time to time. The Association shall have the authority to levy reasonable fines against an Owner for the failure of the Owner, any Occupant, or any Lot Vendor to comply with this Declaration or the Rules and Regulations. Any fines levied under this paragraph shall be treated as a special assessment under Article IX, Paragraph 3 (D) of this Declaration.

W. Compliance with laws. All of the Properties including, without limitation, all Lots, shall at all times be used by all Owners, Occupants, and Lot Vendors in a manner consistent with and in compliance with all applicable local, County, state and federal laws, ordinances, codes, orders, rules and regulations as amended from time to time. All improvements erected or installed upon any portion of the Property, including, without limitation, all improvements within each Home (including without limitation, the garage), shall also be completed and subsequently used in compliance with applicable local, County, state and federal laws, ordinances, codes, orders, rules and regulations as amended from time to time. Any non-compliance of any use or improvement with applicable law as amended from time to time shall constitute a violation under this Declaration and shall be subject to enforcement by the Association as provided hereunder and/or applicable law as amended from time to time.

X. Use of Common Areas. The Common Areas shall at all times be used in a manner consistent with all of the provisions of the Homeowners Documents. In the event that an Owner, Occupant or Lot Vendor damages the Common Area or commits a violation of any provision of the Homeowners Documents, then the Association shall have the right to repair, restore or replace the damaged Common Area, including, without limitation, any improvement or personal property located or stored thereon and/or otherwise cure the violation and assess the responsible Owner for same. The costs incurred by the Association in effecting such repair, restoration, replacement and/or cure shall be levied by the Association following the procedures for special assessments for "Reimbursements" set forth in Article IX, Paragraph 3(c) of this Declaration.

## ARTICLE VI COMMON AREA

1. Title to Common Area. The Association has received deeds from the Developer for the Common Areas and Association property. The Association shall be responsible for the management, maintenance, and operation of the Common Areas, and for the payment of all real estate taxes and other assessments that are liens against the Common Area, from and after the recording of this Declaration.

2. Annexation of Additional Property. The Association shall have the power and authority to acquire and annex to the Common Areas other interests in real and personal property as it may deem beneficial to the Members. Any property acquired pursuant to this section shall be annexed to the Common Areas by means of an instrument in writing recorded in the public records of the County.



3. Rules and Regulations Governing Use of the Common Area. The Board shall adopt reasonable Rules and Regulations governing the use of the Common Area. Such Rules and Regulations, and all provisions, restrictions, and covenants as now or hereinafter provided, including, without limitation, all architectural and use restrictions contained in this Declaration, may be enforced by legal or equitable action as provided in this Declaration.

4. Traffic Regulation. The Board shall have the right to post motor vehicle speed limits, and to promulgate and adopt other traffic regulations throughout the Common Area. The Board may also adopt reasonable Rules and Regulations for the enforcement of the traffic regulations, including, without limitation, the assessment of reasonable fines against drivers who violate the traffic regulations and any other entity, consistent with state law. Any fines levied under this paragraph shall be treated as a special assessment under Article IX, Paragraph 3 (D) of this Declaration.

5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## ARTICLE VII EASEMENTS

1. Easements for Owners. The Developer granted a perpetual non-exclusive easement to the Association, the Owners and the Occupants upon, over, and across the sidewalks, walkways, rights-of-way and other Common Area. The Developer granted an additional perpetual non-exclusive easement to the Association over, across, through, and under all portions of the General Plan of Development for the purpose of performing the maintenance and repair requirements of the Association as described in this Declaration.

2. Easements for Utilities. The Developer also granted a perpetual non-exclusive easement to all utility or service companies servicing the Property upon, over, across, through, and under the Common Area and such other portions of the Property on which utility facilities may be located for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, irrigation, sewer, gas, telephone, electricity, television cable or communication lines and systems. It shall be expressly permissible for the Association, its contractors, or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the Common Area, providing that such company restores any disturbed area to substantially the condition existing prior to their activity; provided, however, that no utility service line or system may be installed or relocated within the Common Area without the Association's consent.

3. Easements for Encroachments. The Developer granted an easement for encroachment in the event any improvements upon the Common Area now or hereafter encroaches upon a Unit, or in the event that any Unit now or hereafter encroaches upon the Common Area, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or

otherwise. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. Provided, however, that at no time shall there be any encroachment onto the surface water management systems, without the written consent of the South Florida Water Management District.

4. Access Easements for Owners. Each Owner shall be granted an access easement to enter upon the neighboring Lot adjacent to the Home Perimeter Wall, at a reasonable time and only to the extent reasonably necessary, for the limited purposes of inspecting, maintaining, cleaning, and repairing the Home Perimeter Wall, the Privacy Wall, roof, gutters, soffits, vents, and other structures of the Home. This easement does not grant an Owner any title, interest, or right to possess and enjoy the neighboring Lot adjacent to the Home Perimeter Wall. Unless neighboring Owners have mutually agreed otherwise, no Owner, Occupant, or Lot Vendor shall enter upon or access the neighboring Lot adjacent to the Home Perimeter Wall without first providing reasonable advance notice; provided, however, that advance notice may be waived if access is reasonably necessary to prevent imminent threats of damage or harm to persons or property.

## ARTICLE VIII MAINTENANCE

### 1. Association's Responsibility.

A. Common Area. The Association shall maintain and keep in good repair the Common Area. The maintenance of the Common Area shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all plantings and sodding of Common Area road rights-of-way; all perimeter plantings and sod; right-of-way, perimeter, and other Association irrigation facilities and pumps; perimeter walls or fences, if any; bridges; lakes; water features; drainage easements and other easements; road and identification signage; Common Area security facilities and equipment (if any); drainage facilities and water control structures; water and lake treatment facilities; Association parking facilities; sidewalks; sod, landscaping and other flora located on the Common Area; and other structures and improvements situated upon the Common Area. Notwithstanding anything herein or in this Declaration to the contrary, the Owner and not the Association shall be responsible for replacing or repairing any special surface, such as pavers or coatings, which an Owner of the Unit may have added or installed to the Common Area driveway apron or sidewalk with approval of the Association as provided in the Rules and Regulations, if such replacement or repair is required on account of non-routine maintenance to the Common Area by the Association or the result of damage caused by heavy vehicles or other equipment located thereon at the Owner's invitation or request. In such event, the repair or replacement shall be done by the Owner at the Owner's sole cost and expense. In the event the Owner fails to make such repair or replacement, then the Association may do so and assess the Owner for the costs of same following the procedures set forth in Article IX, Paragraph 3(C) of this Declaration.

B. Cost. The cost to the Association of maintaining the Common Area shall be assessed equally among the Owners, as part of the Association Expenses pursuant to the provisions of this Declaration.

C. Maintenance of Public Property. The Association may maintain public property (which it does not own), and which is dedicated to the public, if the Board determines that such public property maintenance is necessary or desirable to maintain the standard in the Rules and Regulations.

D. Maintenance of Front Yards. The Association shall maintain Front Yards. Said maintenance shall include trimming, mowing, fertilization, irrigation and sprinkler systems, pest control, and weed control. Tree trimming and maintenance of extra tall shrubbery is further set forth in the Rules and Regulations. An Owner may maintain the Owner's Front Yard, provided it is properly maintained consistent with the Rules and Regulations. An Owner who elects to maintain the Owner's Front Yard remains liable for said Owner's share of the Association Expenses associated with Front Yard maintenance. In the event an Owner who elects to maintain the Owner's Front Yard fails to maintain the Front Yard in accordance with the Rules and Regulations, the Association may, without limitation, of any other remedies available to the Association, impose reasonable fines against the Owner for such failure in accordance with Florida Statute 720, as amended from time to time. The Association shall be responsible to maintain landscape screening plants within the Front Yard surrounding air conditioning units, electrical boxes, irrigation pumps, and other large mechanical public service equipment that is visible from the Road. The Association shall replace said Front Yard landscape screening plants when the plants are dead, bare, or to the extent that they no longer comply with the applicable local and County codes and ordinances. With the exception of Front Yard landscape screening plants, each Owner shall be responsible to repair, replace, or replant any beds, sod or plantings in the Owner's Front Yard at the Owner's expense upon approval from the ACC.

E. Tree Preservation and Protection. The Association shall endeavor to preserve and protect all trees existing in the Common Area. No Owner shall be permitted to prune any tree located on the Common Area. All tree pruning in the Common Area shall be done on a community-wide basis by the Association. The decision of a majority of the Board shall be required prior to the destruction and removal of any tree located in a Common Area with a height in excess of twelve (12') feet. No Owner shall be permitted to prune any tree located on the Common Area; provided, however, that an Owner shall, upon approval by the ACC, be permitted to prune and maintain any tree that overhangs or interferes with the Owner's Parcel or Home.

2. Owner's Responsibility. Each Owner shall maintain repair and replace his or her own Unit and structures, parking areas, and other improvements comprising the Unit in a manner consistent with the Rules and Regulations, and all applicable covenants.

A. Maintenance of Exterior of Home. Each Owner shall maintain, repair, and replace the exterior of the Owner's Home including, without limitation, all walls and fences, and all improvements upon the Lot in good condition and repair and in like condition, appearance and quality as originally constructed, or in accordance with the latest updated Homeowner Documents as applicable. In the event that the exterior of a Home requires resurfacing or repainting, as determined by the Owner or the Association with written notice to the Owner, then any such resurfacing or repainting shall be subject to the written approval of the ACC which shall establish the materials and colors that may be used by the Owner for such work.

B. Maintenance of Back Yard. Each Owner shall maintain the Owner's Back Yard, including, without limitation, the lawn, landscaping, beds, and plantings. The Association shall maintain the complete irrigation and sprinkler system, and the drainage and other easements shown on the General Plan of Development including, without limitation, those portions of same located within the Lots.

C. Home Perimeter Walls. Maintenance of the Home Perimeter Wall shall be the obligation of the Owner of the Lot upon which the Home Perimeter Wall is located. Each Owner shall have a right to access the neighboring Lot adjacent to the Home Perimeter Wall, as further set forth in Article VII, Paragraph 3

In the event the Board shall determine that the Home Perimeter Wall has been damaged by the Owner of the adjacent Lot, the Owner of the adjacent Lot shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the Board. In the event such repair is not so accomplished by said adjacent Lot Owner within thirty (30) days, unless extended by the Board, the Association shall have the right, without obligation, at reasonable times to enter the adjacent Lot to affect such repair, and the cost thereof shall be assessed to the adjacent Lot Owner, and, if not paid in a timely manner, shall become a Special Assessment upon such adjacent Lot as provided in Article IX, Paragraph 3(C) of this Declaration.

D. Party Fences. Party Fences shall be the joint maintenance obligation of the Owners of the Lots bordering each Party Fence. Each Owner shall have the right to full use of said fence subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Lot or in any manner impair the value of said fence. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Owner's Lot. The cost of said maintenance and superficial repairs shall be borne solely by said Owner.

In the event of damage or destruction of the Party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Lot Owners, the Owners of the Lots that share the Party Fence shall, at their joint expense, repair and rebuild said fence within 30 days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party Fence, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, then the Board shall choose the person or entity to perform the

repairs and shall assess the costs of such repairs in equal shares to the Owners who share the Party Fence.

Whenever any such fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Lot Owner, any expense incidental thereto shall be borne solely by such wrongdoer.

If the Lot Owner shall refuse to repair or reconstruct the fence within 30 days, unless extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, the Association may have such fence repaired or reconstructed and shall be entitled to a lien on the Lot of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement.

In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent lots to effect necessary repairs and reconstruction.

Alternatively, the two Owners sharing a Party Fence may mutually agree to remove said fence with the cost of removal and any restoration work to be shared equally between the two parties. Removal of the Party Fence shall be approved by the ACC.

E. Failure to Maintain. In the event an Owner fails to maintain, repair, or replace the Owner's Lot, any portion thereof or any improvements thereon, as provided herein and in accordance with the Rules and Regulations, the Association, shall have the right, without obligation, to enter upon any Lot, including, without limitation, the neighboring Lot adjacent to a Home Perimeter Wall, to correct damage and to repair, maintain, and restore the Lot and the improvements thereon, including, but not limited to, repainting, the exterior of the Home, Party Fences, and any other improvements on the Lot. Except in the event of an emergency, the foregoing right to enter any Lot to correct damage and to repair, replace, maintain, and restore the Lot and the improvements thereon can only be exercised after providing reasonable notice to the Owner and to the Owner of the neighboring Lot adjacent to a Home Perimeter Wall, as applicable. All costs related to such correction, repair, or restoration shall become a Special Assessment for Reimbursement under Article IX, Paragraph 3(C) against such Lot.

## ARTICLE IX ASSESSMENTS

1. Creation of Assessments. There are hereby created assessments for Association Expenses as may from time to time be specifically authorized by the Board to be commenced at the time and in the manner set forth in this Article. There shall be two (2) types of assessments: (a) Assessments to fund Association Expenses for the benefit of all Members of the Association; and (b) Special Assessments as described in paragraph 3 below.

A. Equal Assessments. Assessments shall be levied equally on all Units. Special Assessments shall be levied as provided in paragraph 3 below. Each Owner, by acceptance of his or her deed is deemed to covenant and agree to pay these assessments.

B. Certificate of Payment. The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such assessment. The Association may require the advance payment of a nominal processing fee for the issuance of such certificate.

C. Quarterly Payments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Assessment for delinquent Members. Unless the Board otherwise provides, the Assessments shall be payable not less frequently than quarter-annually in advance on the first day of January, April, July, and October.

D. No Waiver. No owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Area or abandonment of the Unit. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution of abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of the County or other governmental authority.

2. Computation of Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include and shall separately list Association Expenses. The Board shall cause a copy of the budget and the amount of assessments to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the Bylaws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

The budget shall include, without limitation, the following listed line items:

A. Taxes. All taxes levied or assessed upon the Common Area, if any, by any and all taxing authorities, including all taxes, charges and assessments, imposition and liens for public improvements, special charges and assessments; and, in general, all taxes on personal property

and improvements which are now and which hereinafter may be placed in the Common Area, including any interest penalties and other charges which may accrue on such taxes.

B. Utility Charges. All charges levied for utility services to the Common Area, whether supplied by a private or public firm including, without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge.

C. Insurance. The premiums on any policy or policies of insurance required under this Declaration, together with the costs of such other policies of insurance, as the Board, at any meeting thereof, shall determine to be in the best interest of the Association.

D. Insurance Trustee. All expenses necessary to retain and continue to retain a lending institution in the County, having a trust department to act as "Insurance Trustee". The functions of the Insurance Trustee shall include holding all original policies purchased by the Association, being named as loss payee, distributing proceeds of such insurance, assisting in the reconstruction of improvements from insurance premiums and performing such other functions as shall be agreed upon.

E. Maintenance, Repair and Replacement. All expenses necessary to meet the Association's responsibility to maintain the Common Area in accordance with the requirements of this Declaration.

F. Property Owners Association. Certain common areas have been improved by the Developer for the joint use and benefit of the Owners and for the use and benefit of the patio home owners located in a planned unit development known as Sun Terrace at The Oaks. These common areas shall be owned, operated, and maintained by the Property Owners Association. All Owners, as well as all patio home owners shall be assessed and shall pay on an equal basis the expenses of the Property Owners Association. The POA assessments shall be paid by the Owners to the Association, which shall thereafter remit such assessments to the Property Owners Association.

G. Optional Expenses. The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, including the collection of sums owed by a particular Unit. In addition, the Association may retain a management company or contractors to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association's expense.

H. Indemnification. The costs to the Association to indemnify its officers and members of the Board for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder.

I. Reserve funds. The costs to establish an adequate reserve fund for replacement and/or capital refurbishment of the Common Area and the payment of other common expenses (the "capital contributions") in the amounts determined proper and sufficient by the Board, if any. Each owner acknowledges, understands and consents that capital contributions are the exclusive

property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such capital contributions or funds composed of the same. The Association shall be responsible for maintaining the capital contribution in a separate reserve account and to use such funds only for capital costs and expenses as aforesaid.

### 3. Special Assessments.

A. Consent of Members. In addition to the assessments authorized in paragraph 1 of this Article, and except as provided in Subparagraphs C and D of Paragraph 3 of this Article, the Association may levy a Special Assessment or Special Assessments; provided, such assessment shall have the affirmative vote or written consent of at least fifty-one (51%) percent of the Members of the Association. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

B. Repairs. The Association may levy a Special Assessment to obtain all sums necessary to repair, replace, construct or reconstruct ("repair") any buildings or improvements located in the Common Area or any other building or improvement that is the Association's responsibility under this Declaration. If the repair is the result of a casualty covered by insurance, then any difference between the amount of insurance proceeds received on behalf of the Association with respect to repair and the actual cost of the repair ("repair sums") shall be an Association Expense for which the Association may levy a Special Assessment against all Owners to obtain the funds necessary to pay for such repair sums within ninety (90) days from the date such damage was incurred. The Association shall establish an account with an Institutional Mortgagee located in the County, and deposit into such account all repair sums and all insurance proceeds collected by the Insurance Trustee so that the amounts on deposit will equal the costs of repair. The Association shall proceed so that repairs shall be completed within one (1) year from the date of damage, if possible.

C. Reimbursements. The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and/or his Unit into compliance with the provisions of the Homeowners Documents and any amendments thereto which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The foregoing shall include any attorneys' fees incurred by the Association under Article XIV for enforcement of this Declaration.

D. Fines. All fines levied by the Association as provided in this Declaration and Article III, Section 11 of the Bylaws shall automatically be treated as a Special Assessment for all purposes under this Declaration. The Association shall comply with the procedure set forth in Article III, Section 11 of the Bylaws and as provided by applicable Florida Statute 720, as amended from time to time. In the event of conflict between the provisions of Article III, Section 11 of the Bylaws and Florida Statute 720, as amended from time to time, the provisions of Florida Statute 720, as amended from time to time, shall prevail. The Association's compliance with the foregoing procedures is all that is required for a fine to be treated as a Special Assessment under this Declaration. A fine will not be collectible as a Special Assessment until the Covenants Committee has confirmed the fine levied by the Board. The Association shall have the power to collect fines in the same manner as any other assessment, and the failure to



pay a fine when due shall subject the Owner to the remedies set forth in Article X, Section 3 of this Declaration. However, in no event shall an unpaid fine become a lien upon a Unit except as provided under applicable Florida law, as amended from time to time. Partial payments received on account by the Association shall be applied in accordance with the priorities established by applicable Florida law and any sums available to reduce unpaid assessments shall be applied first to any special assessment for fines before any other type of unpaid special assessment or regular unpaid assessment for maintenance.

4. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each Unit at the time that a certificate of occupancy is issued for the Unit by the appropriate governmental authority. Assessments shall be due and payable in a manner and on a schedule as the Board may provide.

5. Subordination of the Lien to First Mortgagees. The lien of assessments, including interest, late charges, and costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit but only as provided herein. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or non-judicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer except as provided herein. Notwithstanding any subordination to a first Mortgage recorded prior to the Association's claim of lien, a first Mortgagee shall be liable to the Association for its share of unpaid assessments in accordance with the applicable provisions of Florida Statute 720.3085 (as amended from time to time). A third party purchasing the Unit at a foreclosure sale shall be liable to the Association for all unpaid assessments, interest, late fees, costs, and attorneys' and paralegals' fees accruing on a Unit prior to the acquisition of title pursuant to the first Mortgage foreclosure action as provided under Florida Statute 720.3085 (as amended from time to time). No sale or transfer pursuant to a first Mortgage foreclosure action or otherwise shall relieve such Unit from lien rights for any assessments thereafter becoming due. To the extent that the Association is not able to collect any assessments, interest, late fees, costs, attorneys' and paralegals' fees, such unpaid share of Association expenses or assessments shall be deemed to be Association expenses collectible from Owners of all the Units, including the acquirer at a first mortgage foreclosure sale, its successors and assigns. This amendment is intended to clarify existing law as it applies to the liability of first mortgage holders, and third-party purchasers at first mortgage foreclosure sales, to the Association for unpaid assessments accruing prior to their acquisition of title to a Unit arising under Section 720.3085, Florida Statutes (as amended from time to time).

6. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from the payment of Assessments and Special Assessments:

- A. All Common Area; and
- B. All property dedicated to and accepted by any governmental authority or public utility.

7. Spending. The Board shall have the power to spend money for the purpose of maintenance, repair or restoration of the Common Area or any other building or improvement that is the Association's responsibility under this Declaration without the approval of the Members. The Board shall also have the power to spend money for other purposes; provided, the Board shall obtain Member approval in the same manner provided in the Declaration for special assessments

in the event that the proposed spending is for the purpose of modifying, improving, or adding amenities or other capital improvements and the total amount of such spending exceeds or would exceed eight (8%) percent of the budgeted gross expenses of the Association for that fiscal year. The requirements set forth herein do not apply if the funds are to be raised by a special assessment, or if the expense is an item which is part of the annual budget.

## ARTICLE X ESTABLISHMENT AND ENFORCEMENT OF LIENS

1. Lien for Assessments. All assessments, together with interest at a rate not to exceed the highest rate allowed by Florida law, as amended from time to time, as computed from the date the delinquency first occurs, costs, and reasonable attorney's and paralegal's fees and costs, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made, except that special assessments for fines, which may only become a lien as provided under applicable Florida law, as amended from time to time. Each such assessment, together with interest, costs, and reasonable attorney's fees and paralegal's fees and costs, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee, who obtains title to a Unit pursuant to the remedies provided in the Mortgage, shall be liable for unpaid assessments which accrued prior to such acquisition of title except as provided in Article IX, Section 5 of this Declaration and Florida Statute 720.3085 (as amended from time to time). Under no circumstances shall the Board suspend the voting rights of a Member for nonpayment of any assessment except as may be provided under applicable Florida law, as amended from time to time. This amendment is intended to clarify existing law as it applies to first mortgage holders, their successors or assigns, and their liability for unpaid assessments accruing prior to their acquisition of title to a Unit arising under Section 720.3085, Florida Statutes (as amended from time to time).

2. Effective Date of Lien. Said lien shall be effective only from and after the time of recordation amongst the Public Records of the County, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Regardless of the date of recordation of any claim of lien, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of the Original Declaration. Upon recording, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other mortgages) made in good faith and for value. Upon full payment of all sums secured by that lien and costs and fees accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien.

3. Remedies. In the event any Owner shall fail to pay his or her assessments on the date when due as specified by the Board the Association, through its Board, shall have all of the following remedies to the extent permitted by law.

A. Late Charge. To impose a late charge not in excess of \$25.00 or the maximum amount permitted by Florida Law, as amended from time to time.

B. Acceleration of Assessments. To accelerate the entire amount of any assessments for the remainder of the year notwithstanding any provisions for the payment thereof in installments.

C. Attorney's Fees and Costs. To advance on behalf of the Owner funds to accomplish the needs of the Association and the amount or amounts of money so advanced, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

D. Action in Equity. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.

E. Action at Law. To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus costs and attorneys' fees, without waiving any lien rights or rights of foreclosure by the Association.

4. Rights upon Foreclosure. The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which the Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

## ARTICLE XI INSURANCE

1. Casualty. The Association shall maintain a master policy or policies to insure all Association property, if any, against casualty loss. This coverage shall insure 100% of the current replacement cost of the Common Area improvements, personal property, and supplies. It shall be in such amounts so that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost.

A. Policy Exclusion. The coverage will EXCLUDE the following:

(i) Land, foundations, excavations or other items that are usually excluded from insurance coverage; and

(ii) Any increase in the value of Association property as a result of special improvements or alterations.

B. Policy Inclusions. The coverage will INCLUDE the following:

(i) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement;

(ii) All other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement;

(iii) Agreed Amount and Inflation Guard Endorsement, when it can be obtained;

(iv) Demolition Cost Endorsements, Contingent Liability from Operation of Building Laws Endorsement, and Increased Cost of Construction Endorsement;

C. Policy Waivers. When appropriate and possible, the policies shall waive the insurer's right to:

(i) Subrogation against the Association and against the Owners, individually and as a group;

(ii) The pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(iii) Avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Owners.

D. Other Provisions. In addition, the policy shall provide that:

(i) Any Insurance Trust Agreement will be recognized;

(ii) The policy shall be primary, even if the Association has other insurance that covers the same loss; and

(iii) The named insured shall be the Association. The "loss payable" clause should show said Association or the designated insurance trustee.

## 2. Reconstruction and Repair after Casualty.

A. Determination. Under ordinary circumstances Association property which is damaged by casualty shall be reconstructed and repaired. If a dispute arises as to whether the Association property should be repaired or reconstructed, the Board shall make the determination to repair or reconstruct. All Owners shall be bound by this determination.

B. Plans and Specifications. Although it is impossible to anticipate all problems which may arise from a casualty the intent is to try to assure that the standard set forth in the Rules and Regulations is maintained by requiring damaged Association property to be rebuilt or repaired and that unsightly and dangerous conditions are remedied as soon as possible. Any reconstruction and repair must be substantially in accordance with the plans and specifications for such property as originally constructed, or if none, then according to plans and specifications approved by the Board. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for payment of the costs are insufficient, assessments shall be made by the Association against all Owners in sufficient amounts to provide funds for the payment of those costs.

3. Public Liability Coverage. The Association shall obtain comprehensive general liability coverage insuring the Association against any and all claims and demands made by any person or persons for injuries received in connection with the operation and maintenance of the Common Area and improvements located thereon, or for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against. Each policy purchased by the Association shall have limits of not less than \$1,000,000.00 covering all claims for personal injury and property damage arising out of a single occurrence. The liability coverage shall include protection against liability for non-owned and hired automobiles, and liability for hazards related to usage. In addition, the coverage shall include protection against liability that results from actions related to employment contracts in which the Association is a party. All such policies will name the Association as an insured party under such policy or policies. The original of each policy shall be held by the Board or in the office of the Insurance Trustee.

4. Fidelity Bond Coverage. The Association shall obtain Fidelity Bonds (or insurance) covering officers, directors, employees and other persons who handle or are responsible for handling Association funds. The Fidelity Bonds (or insurance) shall meet the following requirements.

A. Association as Obligee. All such fidelity insurance or bonds shall name the Association as an obligee; and

B. Amount of Fidelity Insurance. Such fidelity insurance or bonds shall be written in the amount equal to at least 150% of three months operating expenses of the Association, and the amount in reserve as of the end of each fiscal year of the Association; and

C. Waivers. Such fidelity insurance or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or a similar expression; and

D. Notice of Cancellation. Such insurance or bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least thirty (30) days prior written notice of the servicer or the insured.

5. Flood Insurance. If any Association property is in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Association shall insure same. The coverage shall be 100% of the current replacement cost of any improvements or buildings and other insurable common property, or the maximum coverage available for such improvements, buildings, or property under the National Flood Insurance Program.

6. Insurer. All insurance shall be issued by a company authorized to do business in the State of Florida.

7. Named Insured. The named insured shall be the Association individually and as trustee for the Owners without naming them, and shall include Institutional Mortgagees who hold mortgages upon Units covered by the policy whether or not such mortgagees are named. The Board may authorize the Insurance Trustee to maintain the policies and receive any proceeds of such policies.

8. Premiums. Premiums on policies purchased by the Association shall be paid as an Association Expense. The Association will furnish evidence of premium payment to each mortgagee upon request.

9. Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and shall provide that all proceeds covering property losses shall be paid to the Association as trustee or to such institution in Florida with trust powers as may be designated as Insurance Trustee by the Board.

10. First Mortgagees. This Article is additionally for the benefit of first mortgagees of Units and may not be amended without the consent of all such mortgagees.

11. Policy Cancellation. All insurance policies purchased by the Association shall require the insurer to notify in writing the Association or the designated Insurance Trustee and each first mortgagee named in any mortgage clause at least 10 days before it cancels or substantially changes the coverage.

12. Association as Agent. The Association is irrevocably appointed agent to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

## ARTICLE XII ARCHITECTURAL CONTROL

1. Architectural Control Committee. The Architectural Control Committee (hereinafter referred to as "ACC") shall consist of three (3) or more persons appointed by the Board. In the event that there are not three (3) members willing or able to serve on the ACC, then the Board shall act as the ACC. The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction the decisions of the ACC. The purpose of the ACC shall be to review and approve/disapprove plans and specifications and enforce standards for the external appearance of, any structure or improvement located on any Lot in such a manner as to reasonably preserve, enhance, and maintain a harmonious appearance and relationship among structures, vegetation, and topography.

2. Authority. The ACC shall review and approve plans and specifications for the location, size, type, or appearance of any structure, improvement, landscaping, and plantings on a Lot which shall be in accordance with this Declaration and the Rules and Regulations. If this Declaration or the Rules and Regulations provide options for the use of material, the size, the design, or the location of any structure, improvement, landscaping, and plantings on a Parcel, the ACC shall not restrict the right of an Owner to select from the options. Each Owner shall be entitled to the rights and privileges set forth in this Declaration and the Rules and Regulations concerning the architectural use of the Parcel, and the construction of permitted structures and improvements on the Parcel and such rights and privileges shall not be unreasonably infringed upon or impaired by the Association or the ACC.

### 3. General Provisions.

A. Address of ACC. The address of the ACC shall be the principal office of the Association as designated by the Board. Such address shall be the place for the submittal of plans and specifications and the place where the current architectural standards, if any, shall be kept.

B. Construction Time Limitations. The ACC shall establish time limitations for the completion of any architectural improvements for which approval is required. The ACC shall grant reasonable extensions of time for the completion of any architectural improvements as appropriate and necessary to accommodate issues that are beyond the Owner's control.

C. Defects in Plans, Specifications or Construction of Improvements. Plans and specifications are not approved for engineering design, and by approving such plans and specifications, neither the ACC, the members thereof, the Association, its members, nor the Board assumes liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications.

4. Failure to Approve. In the event the ACC fails to approve, modify or disapprove an application in writing within thirty (30) days after plans and specifications (and any other reasonable documentation requested by the ACC) in writing have been submitted to it, in accordance with adopted procedures, if any, approval will be deemed granted.

5. Disapproval. In the event plans and specifications submitted to the ACC are disapproved, the party or parties making such submission may appeal to the Board in writing. The written request must be received by the Board not more than thirty (30) days following the final decision of the ACC. The Board shall have forty-five (45) days following receipt of the request for appeal to render its written decision. The Board may affirm, reverse or modify the ACC decision by a majority vote of the Directors. The failure of the Board to render a decision within the forty-five (45) day period shall be deemed a decision in favor of the appellant.

### 6. Conditions.

A. Approval by ACC. No construction or installation of exterior improvements (including without limitation, pools, saunas, spas, Jacuzzis, screened enclosures, buildings, mailboxes, dog runs, animal pens, trellises, landscaping or fences), decorations, attachments, fixtures, alterations, , change of paint or stain color, or other work shall be erected, constructed, affixed, placed, or altered on any Unit until the proposed plans, specifications, exterior colors and/or finishes, landscaping plan, and plot plan showing the proposed location of such improvements shall have been approved by the ACC, its successors or assigns.

The ACC shall have the right to disapprove any submitted plans and specifications for any of the following reasons:

(i) failure of such plans and specifications to comply with any covenant or restriction of the Homeowners Documents;

(ii) failure to include information in such plans and specifications as may have been reasonably requested by the ACC; and

(iii) as reasonably necessary to preserve, enhance, and maintain a harmonious appearance of the portions of the Lot that can be readily observed from the Road.

One (1) copy of all plans and specifications shall be furnished to the ACC for its records. Except as otherwise provided in this Declaration or the Rules and Regulations, no permission or approval shall be required to repair or rebuild in accordance with originally approved plans and specifications. Nothing herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired.

B. Construction. No exterior construction, which term shall include, without limitation, within its definition, staking, clearing, excavation, grading, and other site work, shall take place except in strict compliance with this Article, until the requirements of this Article have been fully met, and until the approval of the ACC has been obtained.

C. Plantings. No Owner may plant or place any landscaping materials on any portion of the Common Area or other property maintained by the Association except as may be approved by the ACC. With the exception of the replacement of dead or diseased plants with a similar size and type of plant in the same location as the original plant, no new plantings in the Front Yard shall be permitted unless approved by the ACC.

D. Laundry. No clothing, laundry or wash shall be aired or dried on any portion of the Units in an area exposed to view from any other Unit. Drying areas will be permitted only in locations approved by the ACC and only when protected from view by approved screening or fencing.

E. Typical Completion Deadline. All improvements for which an approval of the ACC is required under this Declaration shall be completed within a reasonable amount of time as determined by the ACC.

F. Debris Deposit. No construction shall be commenced unless and until a returnable debris deposit has been posted by the Owner with the Association.

Recognizing that projects differ in their potential for damage to the Common Area the Board may establish differing deposit amounts depending on the project. Such deposit requirements shall be set forth in the Rules and Regulations, shall be uniform for all applicants as to a particular project, and shall be fair and reasonable. The debris deposit shall be used to correct any damage to the Common Area resulting from the construction activity. If no damage is done to the Common Area by the construction activity, the debris deposit will be returned to the Owner. In the event the Association is unable to return the debris deposit to the Owner after making commercially reasonable efforts to do so, the Owner shall be deemed to have forfeited the debris deposit, or remaining portion thereof, to the Association, including, without limitation, for the purposes of Chapter 717, Florida Statutes, to be used for any purpose as determined by the Board.

7. Variances. An Owner may apply to the ACC for a variance from compliance with any of the Rules and Regulations when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require. The ACC shall review the request for variance and shall make a recommendation to the Board whether the Board should grant or deny



the requested variance. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall be effective unless in writing, unless in compliance with the restrictions set forth in this Declaration, and unless such variance will not estop the Association from denying a variance in other circumstances. For the purposes of this paragraph, the inability to obtain approval of any governmental agency; the issuance of any permit; or the terms of any financing shall not be considered a hardship warranting a variance.

### ARTICLE XIII MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Units in the Properties.

1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

A. Condemnation Loss. Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

B. Delinquent Assessments. Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Homeowners Documents which is not cured within sixty (60) days;

C. Insurance Lapse. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

D. Actions Requiring Consent. Any proposed action which would require the consent of a specified percentage of eligible holders of first mortgages.

2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:

A. Common Area. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection).

B. Assessments. Change the method of determining the obligations, assessments, or other charges which may be levied against a Unit.

C. Architectural Regulations. By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area. (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.)

D. Insurance Lapse. Fail to maintain insurance, as required by this Declaration.

E. Use of Insurance Proceeds. Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

3. No Priority. No provision of the Homeowners Documents gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitates the provisions of this Article or make any such requirement less stringent, the Board without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

6. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

7. Financial Statements. Any holder of a first mortgage shall be entitled, upon written request after reasonable notice, to a financial statement of the Association for the immediately preceding fiscal year.

ARTICLE XIV  
ENFORCEMENT OF DECLARATION

The enforcement of this Declaration may be proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Association, or any Owner may, but shall not be required to, seek enforcement of the Declaration. Any Owner who seeks enforcement of this Declaration shall by his actions be deemed to have indemnified the Association from all liabilities resulting from his actions. Should the party seeking enforcement be the prevailing party in any action, then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees incurred from the time of the breach and at all trial and appellate levels to the prevailing party. In addition, the Association shall be entitled to recover its attorney's fees incurred against an owner who is in violation, regardless of whether a lawsuit has been filed. Such attorney's fees shall be deemed an assessment and collectible in the same manner as an assessment, as provided in Article X of this Declaration.

ARTICLE XV  
AMENDMENTS

1. Consent. This Declaration may be amended only by consent of an affirmative majority of all Owners, either by a vote at a meeting or by written consent.
2. Limitation on Amendments. No amendment to the Article entitled "Assessments" or the Article entitled "Enforcement and Establishment of Liens", and no other amendment shall be effective which shall, in a material fashion impair or prejudice the rights or priorities of any owner or any institutional mortgagee under this Declaration without the specific written approval of the owner or institutional mortgagee affected thereby. In addition, any amendment which would affect the surface water management system, including the water management portions of the Common Area, must have the prior approval of the South Florida Water Management District.
3. Effective Date of Amendments. An amendment to the Declaration shall become effective upon the recordation amongst the public records of the County.

ARTICLE XVI  
CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the Units in Oaks East, the sale or lease of Units shall be subject to the following provisions:

1. Notice to Association. The Owner shall notify the Association in writing of his or her intention to sell or lease his or her Unit and furnish with such notification a copy of the contract for purchase and sale or a copy of the lease, whichever is applicable. Except as provided below, it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. It is, however, the intent of this paragraph to impose an affirmative duty on the Owners to keep the Association fully advised of any changes in occupancy or ownership for

the purposes of facilitating the management of the Association's membership records. As this Article is a portion of the Declaration which runs with the land, any transaction which is conducted without compliance with this Article may be voidable by the Association.

2. Lease Agreement Terms and Occupancy Restrictions. Any and all lease agreements, including any renewals of the same lease, between an Owner and a lessee of such Owner shall be in writing, shall provide for a term of not less than twelve (12) months, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement, including any renewal, to comply with such terms and conditions shall be a material default and breach of the lease agreement, including any renewal. It shall be the obligation of all Owners to supply the Board with a copy of said written lease agreement, including any renewal, prior to the lessee occupying the premises.

Unless provided to the contrary in a lease agreement, including any renewal, an Owner, by leasing his Unit, automatically delegates his/her/their right of use and enjoyment of the Common Area and facilities to his/her/their lessee; and in so doing, said Owner relinquishes said rights during the term of the lease agreement, including any renewal. In the event any lease of a Unit is terminated prior to the expiration of the twelve (12) months minimum term, or renewal term, no new lease shall be approved by the Association until after the expiration of said minimum twelve (12) month period as if the lease or renewal of the lease went to term. The intent of the foregoing is to restrict leasing or re-leasing of a Unit to only one (1) time in a twelve-month period, measured from the commencement date of the last lease for that Unit. The foregoing restriction may be waived by the Board in its sole discretion in certain situations where the Owner demonstrates a bona fide "hardship" in the literal enforcement of this limitation. Any waiver granted by the Board shall only apply to the specific lease transaction or renewal, and shall not apply to any new leases for the same Unit or establish a precedent for any other lease transaction in Oaks East.

The total number of persons residing in a Unit shall not exceed the limit as established by law. No rooms within a Unit may be individually rented and no transient tenants may be accommodated; provided, however, that the restriction on room renting may be waived by the Board in its sole discretion in certain situations where the Owner demonstrates bona fide "hardship" in the literal enforcement of this restriction. Any such waiver granted by the Board may contain conditions and shall apply only to a specific room renting, and shall not establish a precedent for room renting in the residence for which the waiver was granted or elsewhere in Oaks East. In addition to any other right or remedy available to the Association provided hereunder, should an Owner(s) become delinquent in the payment of any monetary obligation to the Association during the term of any lease, the Association may demand that the lessee pay to the Association all subsequent rental payments and continue to make such rental payments until all monetary obligations of the Owner related to his/her/their Lot are paid in full and/or the Association releases the lessee or the lessee discontinues tenancy in the Lot. The Association

shall have all rights and remedies to evict the lessee for non-payment of rent as provided under applicable Florida law including Section 720.3085, Florida Statutes, as amended from time to time. In any such eviction action any fees and costs associated with such action, including attorney's fees and costs and pre-suit fees and costs, shall be the responsibility of the Owner and levied by the Association as an assessment in accordance with Article XIV of this Declaration.

The Owner hereby appoints the Association as its agent and attorney-in-fact with respect to such legal action, however, the Association shall not be considered the landlord/lessor under any lease and shall not be liable to the Owner or lessee under any lease when taking action in this capacity. The restrictions and rights of the Association as provided in this paragraph shall be included in all lease agreements and all leases shall be deemed to have included the provisions of this paragraph upon approval by the Association.

3. Pre-condition for leasing. Notwithstanding anything in this Declaration to the contrary, no Owner, except the Association, may lease a Unit until two (2) years after the date of purchase of a Unit; provided, however, that this particular restriction shall not apply to those Owners who have a written lease agreement approved by the Association in place prior to December, 2014 (the effective date of this provision.) In the case of a Unit with a previously approved lease in place upon the effective date of this provision or in the event of a sale or transfer of a Unit with a previously approved lease, this restriction shall commence upon the termination of the previously approved lease.

4. Association Approval. Upon receipt of a copy of the contract for purchase and sale or a copy of the lease, the Association shall within ten (10) business days issue a Certificate indicating the Association's approval of the transaction. In the event of a sale, it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future assessments and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to agree to comply with the Rules, and Regulations of the Association, including the restrictions set forth in this Article XVI.

5. Delinquent Owners. Notwithstanding the provisions above, in the event that an Owner is delinquent in paying any assessment, or the Owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Association's governing documents, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of the governing documents is corrected.

6. Compliance. The Board of Directors has or will adopt procedures to ensure compliance with the provisions of this Article. All prospective purchasers, and lessees shall be required to comply

with the procedures adopted by the Board for sales or for leasing, as applicable to the transaction, prior to occupying or taking possession or title to any Unit. In the event that any sale or lease transaction, including a lease renewal, fails to comply with the procedures established by the Board or generally in this Article, then such sale or lease transaction, including renewal, shall be considered void.

7. Capital Contribution. In addition to the Assessment obligations as set out in Article IX, of this Declaration upon acquisition of record title to a Lot, the Owner shall make a nonrefundable contribution to the capital of the Association in an amount equal to one (1) quarter of the then current Assessment for Association Expenses for the Lot if said Assessments are charged in quarterly installments, or if Assessments for Association Expenses are charged in monthly installments, in an amount equal to three (3) months of the then-current Assessment for Association Expenses for the Lot. The capital contribution shall be due and payable to the Association at the closing of the transfer of ownership or otherwise upon transfer of title by the party taking title to the Lot being transferred. The Association shall be entitled to keep such funds, and such funds may be used and applied by the Association as the Board deems appropriate in its sole discretion. including, without limitation. to meet unforeseen expenditures. to acquire additional equipment or services for the benefit of the Members. and for the purposes of operating, maintenance. or reserve obligations. Capital contribution payments shall not be considered advance payments of Assessments nor shall capital contributions have any effect on future Assessments. Each Owner acknowledges and consents that capital contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim. or right to any such capital contributions or funds composed of same. Capital contribution payments shall be collectible in the same manner as Special Assessments for expenses incurred in direct relation to the maintenance or liability associated with the Lot, as set forth in Article IX, Paragraph 3 of this Declaration.

Notwithstanding the foregoing, a capital contribution shall not be required to be paid in connection with the following transfers:

(i) transfers of a Lot by an Owner to a trust or entity formed for estate or tax planning purposes in which the Owner remains an occupant of the Lot,

(ii) transfers of a Lot by devise or inheritance to an immediate family member of an Owner (for the purpose of this Section 7 "immediate family member" shall mean the spouse. parent, grandparent, child, brother or sister of the Owner or the parent, grandparent, child, brother or sister of the Owner's spouse), or

iii) transfers of a Lot to any individual or to any trust or entity formed for estate or tax planning purposes where such individual or the grantor. trustee or beneficiary of such trust or the principal of such entity had an ownership interest in a Lot in the Property within six (6) months prior to the transfer of title, measured from the date the deed or other instrument conveying ownership interest in the Lot is recorded, and provided that the Lot will be a primary or seasonal residence, as determined by the Board based on documentation furnished to the Association.

## ARTICLE XVII TERMINATION

1. Consent to Termination. This Declaration may be terminated upon the affirmative written consent of eighty percent (80%) of all Owners, and upon the affirmative written consent of all Institutional Mortgagees holding mortgages encumbering Units.

2. Termination Documents. If this Declaration is terminated in accordance herewith, it is hereby declared by the Association and each and every Owner of a Unit by acquiring title to his Unit covenants and agrees, that the termination documents shall require:

A. Use of Units. That all Units shall continue to be used solely as Single-Family residences.

B. Common Area. All Common Area shall be owned and held in equal shares by the Owners as tenants in common, and each Owner shall remain obligated to pay his pro rata share of expenses to continually maintain the Common Area.

3. Limitation on Termination. The Owners and their grantees, successors, and assigns by acquiring title to a Unit covenant and agree that no termination of this Declaration shall be made for a period of twenty-five (25) years from the date of recordation of this Declaration. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the subject property and inure to the benefit of Developer, the Association, the Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors, and assigns for said period. After this period, the Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such twenty-five (25) year term or any such ten (10) year extension there is recorded amongst the Public Records of the County, an instrument signed by at least eighty percent (80%) of all Institutional Mortgagees holding mortgages encumbering the Units agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of twenty-five (25) years or the ten (10) year extension thereof during which the termination instrument is recorded.

4. Water Management System. If the Association is terminated, the property consisting of the surface water management system operated and maintained as part of the Common Area shall be conveyed to an appropriate agency of local government and if not accepted thereby, then it must be conveyed to a similar non-profit corporation.

## ARTICLE XVIII MISCELLANEOUS

1. No Waiver. The failure of the Association or any Owner to object to an Owner's or another person's failure to comply with the Covenants and Restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.

2. Headings. Article and paragraph captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms and provisions of this Declaration.

3. Pronouns. Whenever the context requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

4. Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

5. Partition. The Association may not convey, encumber, abandon, partition or subdivide any of the Common Area without the approval of all Institutional Mortgagees.

6. Homeowners Documents. The Association is required to make available to Owners, to Institutional Mortgagees, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, and other such documents governing the Association, as well as the books, records, and financial statements of the Association. "Available" shall be defined as obtainable for inspection, upon written request after reasonable notice, during normal business hours or under such other reasonable circumstances. Any holder of a first mortgage shall be entitled, upon written request after reasonable notice, to a financial statement of the Association for the immediately preceding fiscal year.

7. Street Lighting. The Common Area Street lighting was obtained by the Developer from Florida Power & Light Company. The Association shall be responsible and liable for any financial assurances required by Florida Power & Light Company after the Transfer Date.

8. Applicability of Statutes. This Declaration, the Articles and the Bylaws shall be deemed automatically amended to conform to Florida Statutes, Chapters 617 and 720, as Chapters 617 and 720 are amended from time to time.



# AMENDED AND RESTATED BYLAWS

---

OAKS EAST HOMEOWNERS ASSOCIATION, INC.

2022 Revision



## Table of Contents

### Contents

ARTICLE I NAME, PRINCIPAL OFFICE, AND DEFINITIONS .....	3
ARTICLE II ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, AND PROXIES .....	3
ARTICLE III BOARD OF DIRECTORS: NUMBER, POWERS, AND MEETINGS ....	6
ARTICLE IV OFFICERS .....	18
ARTICLE V COMMITTEES .....	19
ARTICLE VI MISCELLANEOUS .....	19

*(Note: This document is a substantial rewording of the Original Bylaws. See the Original Bylaws for the prior text).*

**AMENDED AND RESTATED BYLAWS OF OAKS EAST HOMEOWNERS  
ASSOCIATION, INC.**

**ARTICLE I  
NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

1. NAME. The name of the Association shall be Oaks East Homeowners Association, Inc. ("Association").
2. PRINCIPAL OFFICE. The principal office of the Association shall be located in Palm Beach County, Florida. The Association may have such other offices, either within or without the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.
3. DEFINITIONS. The words used in these By-Laws shall have the same meaning as set forth in the Declaration of Covenants and Restrictions for Oaks East, as amended from time to time ("Declaration"), unless the context shall prohibit.

**ARTICLE II  
ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, AND PROXIES**

1. Membership. The qualification of Members, the manner of their admission to membership, and the termination of such membership shall be as set forth in the Articles.
2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board either within the Property or as convenient thereto as possible and practical.
3. Annual Meetings. The annual meetings shall be held at least once per calendar year on a date and time set by the Board, and if possible, so as to occur at least thirty (30) but not more than ninety (90) days before the close of the Association's fiscal year.  
The election of directors, if one is required to be held, must be held at, or in conjunction with, the annual meeting.
4. Special Meetings. Special meetings of the Membership shall be held at any place within the County, whenever called by the President or Vice President or by a majority of the Board. In addition, it shall be the duty of the President to call a special meeting upon a petition signed by the Members representing at least ten (10%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.
5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be mailed, delivered, or electronically transmitted to each

Member entitled to vote at such meeting, not less than fourteen (14) days nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. If mailed, the notice of the meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association. Members wishing to be notified by electronic transmission (email) must provide an email address for such purpose to the Association and must also provide written consent to receiving notice by electronic transmission. The post office certificate of mailing shall be retained as proof of such mailing. The notice shall be signed by an officer or property manager of the Association. In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice.

6. Right to Speak. Members have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. A Member has the right to speak for at least 3 minutes on any item. The association may adopt written reasonable rules governing the frequency, duration, and other manner of member and parcel owner statements. If a Member conducts himself in a disorderly manner or in a manner detrimental to the orderly conduct of the Board meeting, the presiding Officer may direct such an offending Member to cease and desist with his or her disruptive behavior. Upon the resistance of the offending Member's cooperation to follow such direction, the presiding Officer may expel that Member from the meeting by any reasonable means under acceptable parliamentary procedure.

7. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or alternate shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

8. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members or their alternates representing at least twenty-five (25%) percent of the total votes of the Association remain in attendance,

and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

9. Voting. Each Unit shall be entitled to one (1) vote on any Association matter requiring a vote of the Members. The vote to which any Unit is entitled shall not be divisible, and shall be cast by the Member designated and entitled to cast the vote according to the terms and provisions of this Section. In no event shall more than one vote be cast with respect to any one Unit. Except as otherwise provided in this Article, each Member who is designated and entitled to cast the vote for any Lot shall be named in a voting certificate signed by all Owners of such Unit and filed with the Association. In the event any such voting certificate is not filed with the Association, the vote to which such Unit is entitled shall not be considered in determining whether a quorum is present, or for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Unit is owned by only one individual or jointly by a husband and wife. A voting certificate shall be valid until revoked by the Owner(s) of the Unit, or until title to the Unit to which the voting certificate pertains is transferred to a new Owner(s). Voting rights shall be established as follows:

A. In the event a Unit is owned by one person, that person's right to vote shall be established by the recorded title to his Unit.

B. In the event Unit is owned by multiple persons, such persons shall designate one of the individuals with recorded title to the Unit as the voting Member.

C. In the event a Unit is owned by a legal entity, such legal entity shall designate a partner, officer, fiduciary, or employee of the legal entity as the voting Member authorized to cast the vote for the Unit. The voting certificate for such Unit shall be signed by any duly authorized partner or officer of the entity.

10. Proxies. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him, and in the Member's place and stead. Proxies shall be in writing and must be dated and state the date, time and place of the meeting. It must be signed by the authorized person who is executing the proxy. It shall be valid only for the particular meeting designated in the proxy and any adjournments of such meeting. In no event shall any proxy be valid for a period longer than 90 days after the date of the meeting designated in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast according to such proxy.

11. Majority. As used in these Bylaws, the term "Majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

12. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person, by alternate, or by proxy of the Members representing thirty percent (30%) of the total vote of the Association shall constitute a quorum at all membership meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein. If any meeting of the Membership cannot be organized because a quorum is not in

attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being postponed, the notice provisions for the adjournment shall be as determined by the Board.

13. Conduct of Meetings. The President, or his designated alternate, shall preside over all meetings of the Association, and the Secretary, or his designated alternate, shall keep the minutes of the meeting, record in a minute book all resolutions adopted at the meeting, and record all transactions occurring at the meeting. Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by the Members and the Board at all reasonable times.

14. Action Without a Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken by written agreement in lieu of a meeting, provided written notice of the matter or matters to be agreed upon is given to the Membership at the addresses and within the time periods set forth herein or duly waived in accordance herewith. The decision of the majority of the Membership (as evidenced by written response to be solicited in the notice) shall be binding on the Membership, provided a quorum of the Membership submits a response. The notice shall set forth a time period during which time a response must be made by a Member.

15. Voting Certificate and Ledger. All voting certificates shall be filed with the Secretary. The Secretary shall keep all voting certificates and shall prepare and maintain a ledger listing, by Unit, each Member who is designated to vote on behalf of such Unit.

### ARTICLE III BOARD OF DIRECTORS: NUMBER, POWERS, AND MEETINGS

#### 1. Composition and Selection.

A. Governing Body: Composition. The affairs of the Association shall be governed by a Board consisting of up to seven (7) Directors, each of whom shall have one (1) vote. Each Director shall be an Owner or spouses of an Owner; provided, however, only one Member of a Unit may serve on the Board at the same time. In the case of an Owner of a Unit is a legal entity, the person designated in writing to the secretary of the Association as the representative of such legal entity shall be the only Person eligible to serve as a Director for that Unit. Regardless of the number of Units owned, any legal entity (including any affiliated legal entity) shall be precluded from having more than one-quarter (1/4) of the votes on the Board.

B. Number of Directors. The number of Directors in the Association shall be not less than five (5) nor more than seven (7), as provided in Article III Section 3 of these By- Laws. The Board shall determine the number of Directorships for the succeeding year at any Board meeting prior to when the first written notice of the annual election is required to be sent as provided in Article III Section 2 hereof. In the event that the Board does not make such determination, then the number of Directorships shall remain the same as the previous year.

2. Nomination and Election of Directors. Voting for Directors shall be by the voting member casting a secret written mail- in/absentee ballot or by secret ballot cast at the election meeting. Proxies shall not be used to vote for Directors.

A. Not less than 60 days before a scheduled election, the Association shall mail or deliver to each Unit owner entitled to vote, a first written notice of the place, date, and hour of the election and call for candidates to the Board. Any Unit owner or other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than 40 days before the scheduled election. Not less than 14 days before a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a second notice of the place, date, and hour of the election together with a ballot which lists all candidates and an inner and outer envelope for the return of the ballot by the owner to the Association as discussed in Subsection B below. The Association shall include a one-page information sheet, which must be furnished by the candidate not less than 30 days before the scheduled election, to be included with the mailing or delivery of the ballot. The Association is not liable for the contents of the information sheet prepared by the candidate. All nominees and candidates shall be free to additionally communicate their qualifications to the Members and to solicit votes.

B. The written ballot shall indicate in alphabetical order by surname, each and every owner who desires to be a candidate for the Board and who gave notice to the Association not less than 40 days prior to the scheduled election, unless such owner has submitted a written withdrawal of his/her candidacy prior to the mailing of the ballot. Accompanying the ballot shall be an outer envelope addressed to the Association and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voting member, and the address or addresses of the Lot or Lots being voted, and shall contain a signature space for the voting member. Once the ballot is filled out, the voting member shall place the completed ballot in the inner envelope and seal the envelope. The inner envelope shall be placed within the outer envelope, and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a voting member is entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voting member shall sign the exterior of the outer envelope in the space provided for such signature, and print the voting member's last name. The envelope shall either be mailed or hand delivered to the Association.

C. Once received by the Association, the mail- in/absentee ballots cast cannot be rescinded or changed unless by the voting member (himself/herself) at the meeting and prior to the opening of the envelopes by the impartial committee as described in Subsection E below. Any owner not voting by mail- in/absentee ballot may cast a ballot at the meeting. Each ballot distributed at the meeting shall be placed in an inner and outer envelope in the same manner as described in Subsection B above. The mail-in/absentee ballot envelopes shall not be opened until all votes are cast at the election meeting.

D. Electronic Voting. The Association may conduct elections and other membership votes through an Internet-based online voting system if a member consents, in writing, to online voting as further set forth in FS 720.317, as amended from time to time. The following summarizes the requirements that must be met:

(1) The Association shall provide each Member with:

- (a) A method to authenticate the Member's identity to the online voting system.
- (b) A method to confirm, at least 14 days before the voting deadline, that the Member's electronic device can successfully communicate with the online voting system.
- (c) The method shall be consistent with the election and voting procedures specified elsewhere in this document.

(2) The online voting system shall be:

- (a) Able to authenticate the Member's identity.
- (b) Able to authenticate the validity of each electronic vote to ensure that the vote is not altered in transit.
- (c) Able to transmit a receipt from the online voting system to each Member who casts an electronic vote.
- (d) Able to permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Member.
- (e) Able to store and keep electronic ballots accessible to election officials for recount, inspection, and review purposes.

(3) A Member voting electronically pursuant to this section shall be counted as being in attendance at the meeting for purposes of determining a quorum.

(4) A Member's consent to online voting is valid until the Member opts out of online voting pursuant to the procedures established by the board.

(5) This section may apply to any matter that requires a vote of the Members.

E. There shall be no nominations for the Board from the floor at the meeting. Any ballots not previously cast by mail shall be cast by those Members present at the meeting and collected. The ballots and envelopes shall be handled by an impartial committee of no less than three (3) owners appointed by the Board from those Members who elect to volunteer to serve on the committee at the meeting. In no event shall any member of the Board of Directors, or nominee, or spouse or relative of any nominee or member of the Board of Directors be permitted to serve on this committee.

The members of the committee shall select a chairperson to represent the committee at the meeting. The business of the meeting may continue during the process described herein. The signature and Lot identification on the outer envelope shall be checked against a list of voting members. Any exterior envelope not signed by a voting member shall be marked "disregarded" or with words of similar import, and any ballots contained therein shall not be counted. The voters shall be checked off on the list as having voted. After this process is completed, and prior to the removal of any inner envelopes by the committee, any voting member present at the meeting may elect to rescind his mail- in/absentee ballot by exchanging his/her ballot cast at the meeting for the checked in mail-in/absentee ballot.



The list shall reflect such exchange of ballots, and in no event shall more than one ballot cast by this voting member be counted towards the election of directors. Following the check in process, and in the presence of the members of the committee, all inner envelopes shall be first removed from the outer envelope and shall be placed into a receptacle.

Upon the commencement of the opening of the outer envelopes, the polls shall be closed, and no more ballots shall be accepted. The inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of the members of the committee. Any inner envelope containing more than one ballot shall be marked "disregarded," or with words of similar import, and any ballots contained therein shall not be counted. Nothing contained herein shall be deemed to preclude any owner who is in attendance at the meeting but who is not a member of the impartial committee from observing the process described herein should such owner so desire.

All envelopes and ballots shall be retained with the official records of the Association for a period of one (1) year.

The results of the election shall be announced at the meeting to those present by the chairperson of the committee. In the event two (2) or more candidates receive the same number of votes, and in the event none of these candidates volunteer not to serve on the Board, then the vacancy shall be filled by lot.

F. The election of Directors shall be valid without a quorum in attendance at the election meeting provided at least a quorum (30%) of the voting members cast ballots.

### 3. Term of Office.

A. The Board of Directors and vacancies on the Board of Directors caused by the expiration of a director's term shall be filled by electing new Board members. It is intended that the seven (7) directors shall serve staggered terms.

For purposes of initiating the staggering the Director's terms the Board shall be divided into three groups: 1) Group 1 shall consist of three Directors with terms expiring at the 2023 Annual Meeting; 2) Group 2 shall consist of two Directors with terms expiring at the 2024 Annual Meeting; and 3) Group 3 shall consist of two Directors with terms expiring at the 2025 Annual Meeting. Upon the expiration of any director term, a new three-year term shall be assigned and filled by election. In the event of a director vacancy due to the departure of a director before the end of the expiration of the director's term, a replacement director shall serve the remaining term of the departing director.

The Board shall modify the staggering of these terms if and when necessary to prevent the number of Board positions open for election from equaling or exceeding the number required to establish a quorum of the Board. Normal administration and management of the staggered terms shall be the responsibility of the Board Secretary.

B. Notwithstanding anything herein to the contrary, in the event that the total number of nominees (nominated using the process described in Article III Section 2A of the Bylaws) for any annual election are equal to or less than the total number of vacancies on the Board, then all nominees shall be deemed elected and no election shall be required. In the event that the total number of nominees elected at the annual election plus those members of the Board whose terms have not expired are less than five (5), then any such opening on the Board shall be treated as a vacancy under these Bylaws and the Board shall fill same so that the total number of Board members equals a minimum of five (5). The term of this Board member shall be established by the Board by resolution upon filling the vacancy; however, in no event shall the Board set the term so that it expires at the same time as three (3) other sitting members of the Board. The Board shall fill any such vacancy at its first meeting at which a quorum of the Board is present following the completed annual election.

D. Directors shall hold office until their respective successors have been elected by the Association.

#### 4. Removal of Directors and Vacancies.

The removal of Directors and handling of subsequent vacancies shall be in accordance with FS 720.303 (10), as amended from time to time. The following summarizes the requirements that must be met:

A. Any member of the Board of Directors may be recalled and removed from office with or without cause by a majority of the total voting interests.

1. Board directors may be recalled by an agreement in writing or by written ballot without a membership meeting. The agreement in writing or the written ballots, or a copy thereof, shall be served on the association by certified mail or by personal service in the manner authorized by chapter 48 and the Florida Rules of Civil Procedure.

2. The board shall duly notice and hold a meeting of the board within 5 full business days after receipt of the agreement in writing or written ballots. At the meeting, the board shall either certify the written ballots or written agreement to recall a director or directors of the board, in which case such director or directors shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the association in their possession, or proceed as described in paragraph (6).

3. When it is determined by the department pursuant to binding arbitration proceedings that an initial recall effort was defective, written recall agreements or written ballots used in the first recall effort and not found to be defective may be reused in one subsequent recall effort. However, in no event is a written agreement or written ballot valid for more than 120 days after it has been signed by the member. As used in this section “department” means the Florida Department of Professional Regulation.

4. Any rescission or revocation of a member's written recall ballot or agreement must be in writing and, in order to be effective, must be delivered to the association *before* the association is served with the written recall agreements or ballots.

5. The agreement in writing or ballot shall list at least as many possible replacement directors as there are directors subject to the recall, when at least a majority of the board is sought to be recalled; the person executing the recall instrument may vote for as many replacement candidates as there are directors subject to the recall.

6. If the board determines not to certify the written agreement or written ballots to recall a director or directors of the board or does not certify the recall by a vote at a meeting, the board shall, within 5 full business days after the meeting, file with the department a petition for binding arbitration pursuant to the applicable procedures in ss. 718.112(2)(j) and 718.1255 and the rules adopted thereunder. For the purposes of this section, the members who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any director or directors of the board, the recall will be effective upon mailing of the final order of arbitration to the association. The director or directors so recalled shall deliver to the board any and all records of the association in their possession within 5 full business days after the effective date of the recall.

7. If a vacancy occurs on the board as a result of a recall and less than a majority of the board directors are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors. If vacancies occur on the Board as a result of a recall and a majority or more of the Board Directors are removed, the vacancies shall be filled by members voting in favor of the recall; if removal is at a meeting, any vacancies shall be filled by the members at the meeting. If the recall occurred by agreement in writing or by written ballot, members may vote for replacement directors in the same instrument in accordance with procedural rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes in the Department of Business and Professional Regulation.

8. If the board fails to duly notice and hold a board meeting within 5 full business days after service of an agreement in writing or within 5 full business days after the adjournment of the member recall meeting, the recall shall be deemed effective and the board directors so recalled shall immediately turn over to the board all records and property of the association.

9. If the board fails to duly notice and hold the required meeting or fails to file the required petition, the unit owner representative may file a petition pursuant to s. 718.1255 challenging the board's failure to act. The petition must be filed within 60 days after the expiration of the applicable 5-full-business-day period. The review of a petition under this paragraph is limited to the sufficiency of service on the board and the facial validity of the written agreement or ballots filed.

C. Any Director elected by the Membership who has three consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than ninety (90) days may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a Director, a vacancy may be declared by the Board and it may appoint a successor who shall serve for the remainder of the term.

## 5. Meetings.

A. Organization Meeting. The first meeting of the Board following each annual meeting of the Membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.

B. Regular Meetings. A meeting of the board occurs whenever a quorum of the board gathers to conduct association business. Meetings must be open to all members. Exception: (1) Meetings between the board and its attorney with respect to proposed or pending litigation where the contents would be covered by attorney-client privilege; or (2) Meetings to discuss personnel matters. Board members may use E-mail to communicate but may not cast votes with email.

Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of the time and place of the meeting shall be communicated to Directors and to all of the Members not less than two (2) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver or a written consent to holding of the meeting. Notice of any meeting where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such 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 not less than 14 days before the meeting.

C. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President of the Association or by a majority of the Board. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) Electronic notification (Email) provided that the Director has agreed, in writing, to receive such notices by Electronic Transmission. All such notices shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least two days (2) before the time set for the meeting. Notices given by

personal delivery, telephone, or emailed shall be delivered, or telephoned, at least forty-eight (48) hours before the time set for the meeting.

D. Notice of Meetings. Notices of all Board meetings, including Special Meetings, shall be posted in a conspicuous place at least 48 hours ahead of the meeting except in an emergency. If notice is not posted then notice must be mailed or delivered to each member at least 7 days before the meeting except in an emergency. In addition, the Board may post the meeting notice and the agenda on the Association's website or an application that can be downloaded on a mobile device for at least the minimum period of time for which a notice of a meeting is also required to be physically posted. Posting to the website shall also require that the Association send an electronic notice to Members who have agreed, in writing, to receive such notices by electronic transmission. Such notice must include a hyperlink to the website or such mobile application on which the meeting notice is posted.

E. Quorum of the Board. A meeting of the board occurs whenever a quorum of the Board gathers to conduct association business. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. The notice provisions for the reconvened meeting shall be as determined by the Board.

F. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

G. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board, and all transactions and proceedings occurring at such meetings. Minutes of all Board meetings shall be kept in a businesslike manner and shall be available for inspection by the Members and the Board at all reasonable times.

H. Open Meetings. All meetings of the Board shall be open to all Members except, meetings between the Board and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to the Members other than Directors.

The right to attend all meetings includes the right to speak at such meetings with reference to all designated items. The Board may set limits on the time each Member is

allowed to speak and may include a sign-up sheet for Members wishing to speak. Additionally, Members wishing to speak shall wait until they are recognized by the President before speaking. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

6. Powers and Duties. The officers and directors of the Board have a fiduciary relationship to the members of the Association. The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members or the Membership generally.

The Board shall delegate up to two Directors with the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to and shall be responsible for the following, in way of explanation, but not limitation;

A. Preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses.

B. Making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board, the annual assessment for each Member's proportionate share of the Common Expenses shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of each quarter for said quarter;

C. Providing for the operation, care upkeep, and maintenance of all of the Common Areas, and maintaining and operating the surface water management system as permitted by the South Florida Water Management District including all lakes, retention areas, culverts and related appurtenances, if any;

D. Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Area and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

E. Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;

F. Making and amending rules and regulations;

G. Opening of bank accounts on behalf of the Association and designating the signatories required;

H. Making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

I. Enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

J. Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

K. Paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

L. Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

M. Making available to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules governing the Unit and all other books, records, and financial statements of the Association; and

N. Permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property.

#### 7. Management Agent.

A. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board by these Bylaws, other than the powers set forth above.

Management contracts that have been competitively bid may initially be for a three (3) year term with one-year extensions after that. Either party may terminate without cause and without a termination fee on ninety (90) days or less written notice.

8. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

A. Accrual accounting, as defined by generally accepted accounting principles, shall be employed;

B. Accounting and controls should conform to the federal income tax basis of accounting;

C. Cash accounts of the Association shall not be commingled with any other accounts;

D. No remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

E. Any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

F. Commencing at the end of the month in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) An income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) A statement reflecting all cash receipts and disbursements for the preceding period;

(iii) A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) A balance sheet as of the last day of the preceding period; and

(v) A delinquency report listing all Owners who are delinquent in paying the quarterly installments of assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (A quarterly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of the first month of each quarter unless otherwise determined by the Board of Directors).

9. Borrowing. The Board shall have the power to borrow money for the purpose of emergency repair or restoration of the Common Areas or any other building or improvement that is the Association's responsibility under the Declaration without the approval of the Members. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Member approval in the same manner provided in the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

10. Rights of the Association. In accordance with the Articles and Bylaws, the Association shall have the right to contract with any person for the performance of various duties and functions. Such agreements shall require the consent of a majority of all the Directors.

11. Enforcement. The Board shall have the power to impose reasonable fines, which shall be treated as a special assessment hereunder and constitute a lien to the extent permitted by Florida law upon the property of the violating Owner, and to suspend the Owner's right to vote for violation of any duty imposed under Homeowners Documents duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board



of Directors to limit ingress and egress to or from a Unit or to suspend an Owner's right to vote for nonpayment of assessments except as provided by applicable Florida law, as amended from time to time. In the event that any occupant of a Unit violates the Homeowners Documents and a fine is imposed, the Owner shall pay the fine upon notice from the Association. A fine shall be considered a special assessment under these Bylaws, and the Association shall have the ability to collect unpaid fines in the same manner as all other assessments except that a special assessment for a fine shall not become a lien against a Unit other than as provided by applicable Florida law. The failure of the Board to enforce any provision of the Homeowners Documents shall not be deemed a waiver of the right of the Board to do so thereafter. The Association shall have the right to suspend an Owners' right to vote for nonpayment of regular assessments and to suspend an Owner's or tenant's right to use the Common Areas and Common Area facilities excluding the Common Area roadways for purposes of ingress and egress provided that such suspension is done in accordance with applicable Florida law.

Fines or suspensions imposed under the above sections must be approved at a properly noticed board meeting. Upon approval the owner and tenant if applicable must be notified by mail or hand delivery.

For an owner who has multiple properties the suspension applies to all the properties under one owner and all their tenants even if that tenant/property was not the one at fault.

A. Notice. Prior to imposition of any fine or suspension hereunder, the Board or its delegate shall serve the alleged violator with written notice describing

- (i) the nature of the alleged violation,
- (ii) the proposed fine or suspension to be imposed,
- (iii) a period of not less than fourteen (14) days within which the alleged violator may present a written request to the Covenants Committee, or a committee of at least 3 Members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee for a hearing.

If the committee, by majority vote, does not approve the proposed fine or suspension, the proposed fine or suspension may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the proposed fine or suspension levied by the Board is approved by the Committee, the fine payment is due 5 days after notice of the approved fine is provided to the parcel owner and, if applicable, to any occupant, licensee, or invitee of the parcel owner. The Association must provide written notice of such fine or suspension by mail or hand delivery to the parcel Owner and, if applicable, to any tenant, licensee, or invitee of the parcel Owner.

B. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Homeowners Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent

permissible, the owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

#### ARTICLE IV OFFICERS

1. Officers. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association shall be fixed by the Board. This provision shall preclude the Board from employing an officer as an employee of the Association or preclude the contracting with an officer for the management of the Association.

A. The President, who shall be a Director, shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of a not-for-profit corporation including, but not limited to, the power to appoint committees from among the Members at such times as he may, in his discretion, determine appropriate to assist in conducting the affairs of the Association. He shall preside at all meetings of the Board and the Membership.

B. In the event of the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First", "Second", etc. and shall exercise the powers and perform the duties of the Presidency in such order.

C. The Secretary shall cause the minutes to be kept of all meetings of the Board and the Membership, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

D. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of the

Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall otherwise assist the Treasurer.

2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

3. Removal. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby.

4. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5. Agreements, Contracts, Deeds, Leases, Checks. Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least one (1) officer or by such other person or persons as may be designated by resolution of the Board.

## ARTICLE V COMMITTEES

1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board.

2. Covenants Committee. In addition to any other committees which may be established, the Board may appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings pursuant to these Bylaws.

## ARTICLE VI MISCELLANEOUS

1. Fiscal Year. The fiscal year of the Association shall be determined by the Board.

2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles, the Declaration, or these Bylaws.

3. Conflicts. If there are conflicts between the provisions of Florida law, the Articles, the Declaration, and these By- Laws, the provisions of Florida law, the Declaration, the Articles, and the Bylaws (in that order) shall prevail.

4. Books and Records.

A. Inspection by Members and Mortgagees. The Declaration and Bylaws, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Mortgagee, Member, or by his or her duly appointed representative in accordance with Florida law, as amended from time to time.

B. Rules of Inspection. The Board shall establish reasonable rules with respect to:

- (i) Notice to be given to the custodian of the records;
- (ii) Hours and days of the week when such an inspection may be made; and
- (iii) Payment of the cost of reproducing copies of documents requested.

C. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

A. If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or

B. If to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this paragraph.

6. Amendments.

A. After the Transfer Date, these Bylaws may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of voting Members representing a majority of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

B. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined

through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "substantial re-wording of Bylaw. See Bylaw for present text." Nonmaterial errors or omissions in the Bylaw amendment process shall not invalidate an otherwise properly promulgated amendment.

C. No modification or amendment to these Bylaws shall be adopted which would affect or impair the priority of any Mortgagee or the validity of the mortgage held by such Mortgagee without their prior written consent.

D. Within 30 days of recording an amendment the association shall provide copies to all the Members. However, if copies were provided before they voted and nothing changes the association may just provide a notice that the amendment was adopted. Electronic copies may be provided to those owners who previously consented to receive notice electronically.

7. Arbitration. Internal disputes arising from the operation of the Association among Owners, the Board, or their agents and assigns may be resolved by voluntary binding arbitration. Any party to such an arbitration may seek enforcement of the final decision of the arbitrator in a court of competent jurisdiction.

8. Captions and Headings. The captions and headings pertaining to the articles and sections of these Bylaws are solely used for ease of reference and in no way shall such captions or headings define, limit or in any way affect the substance of any provisions contained in these Bylaws.

9. Severability. In the event any of the terms or provisions contained in these Bylaws shall be deemed invalid by a court of competent jurisdiction; such term or provision shall be severable from these Bylaws and the invalidity or unenforceability of any such term or provision shall not affect or impair any other term or provision contained in these By- laws.

10. Number and Gender. Whenever used in these Bylaws, the singular number shall include the plural, the plural number shall include the singular, and the use of any one gender shall be applicable to all genders.

11. Governing Laws. The terms and provisions contained, in these Bylaws shall be construed in accordance with and governed by the laws of the State of Florida, as amended from time to time.