

Prepared by and Return to:
Jerry B. Hosey, II, Esq.
Anderson, Givens & Fredericks, P.A.
1689 Mahan Center Boulevard, Suite B
Tallahassee, FL 32308

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2025148306 51 PG(S)
10/8/2025 1:04 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
SIMPLIFILE Receipt # 3404317

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
GULFVIEW ESTATES, UNIT NO. I
AND
GULFVIEW ESTATES, UNIT NO. 1, PHASE II AND III
AND
AMENDED AND RESTATED BYLAWS
OF
GULFVIEW ESTATES OWNERS ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions for Gulfview Estates, Unit No. I and Gulfview Estates, Unit No. 1, Phase II and III, and the 2nd Amended and Restated Bylaws of GULFVIEW ESTATES OWNERS ASSOCIATION, INC. (Gulfview Estates Unit No. I originally recorded at Official Records Book 1441. Page 1589, et seq. of the Public Records of Sarasota County, Florida and Gulfview Estates Unit No. I, Phase II and III originally recorded at Official Records Book 2173. Page 262, et seq. of the Public Records of Sarasota County, Florida), were approved at a membership meeting held on April 16, 2025, and reconvened to June 18, 2025, in accordance with the requirements of Article V of the Declaration and Article 13 of the Amended and Restated Bylaws, which is sufficient for adoption under the governing documents.

DATED this 25th day of September, 2025.

Witnesses:

GULFVIEW ESTATES OWNERS
ASSOCIATION, INC.

sign Sonia

By: Tim June
Tim June, President

print Sonia Marrero

Address 4107 S Tamiami Trl

Address Venice FL, 34293

sign JJ

print Joel J wernick

Address 4107 S Tamiami Trl

Address Venice FL, 34293

Witnesses:

sign [Signature]

print Joel Juernick

Address 41075 Tamiami Trl

Address Venice Fl, 34293

sign [Signature]

print Sonia Morreo

Address 4107 S Tamiami Trl

Address Venice Fl, 34293

Attest: [Signature]
Thomas E. O'Toole, Secretary

(Seal)

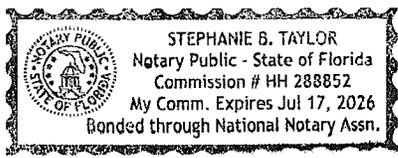
STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 25 day of September, 2025, by Tim June, as President of GULFVIEW ESTATES OWNERS ASSOCIATION, INC., on behalf of the corporation. He is personally known to me or has produced F.I.D.L. as identification.

NOTARY PUBLIC

sign [Signature]

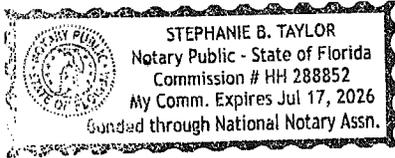
print Stephanie B. Taylor
State of Florida at Large (Seal)



My Commission expires:

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 25 day of September, 2025, by Thomas E. O'Toole, as Secretary of GULFVIEW ESTATES OWNERS ASSOCIATION, INC., on behalf of the corporation. He is personally known to me or has produced F I D. C. as identification.



NOTARY PUBLIC

sign *Stephanie B. Taylor*

print Stephanie B. Taylor
State of Florida at Large (Seal)

My Commission expires: July 17 2026

Prepared by and return to:
Jeremy V. Anderson, Esquire
Anderson, Givens & Fredericks, P.A.
P.O. Box 12316
Tallahassee, FL 32317

**AMENDED AND RESTATED
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
GULFVIEW ESTATES, UNIT NO. 1
AND
GULFVIEW ESTATES UNIT NO. 1, PHASE II AND III**

[Substantial Rewording of the Declaration of Easements, Covenants, Conditions and Restrictions. See Current Restated Declaration of Easements, Covenants, Conditions, and Restrictions for present text.]

This Declaration of Easements, Covenants, Conditions and Restrictions shall govern GULFVIEW ESTATES, UNIT NO. 1 AND GULFVIEW ESTATES UNIT NO. 1, PHASE II AND III (herein “Property” or “Subdivision”).

ARTICLE 1 – DEFINITIONS

For all purposes, the terms used in this Declaration of Easements, Covenants, Conditions, and Restrictions (herein, “Declaration”), the Articles of Incorporation of the Association and Association Bylaws (herein, “the Governing Documents”), shall have the meanings stated in the Florida Homeowners Association Act (Section 720, Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout the Governing Documents whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. In the event any term in the Governing Documents is deemed ambiguous, then the Board of Directors shall define the term, which definition shall be binding. A term shall not be construed in favor of or against the Association or any owner.

The following words and terms, when used in this Declaration (unless the context shall clearly indicate otherwise), shall have the following meanings:

1.1 “Act” or “Homeowners’ Association Act” means Chapter 720, Florida Statutes.

1.2 “Architectural Review Committee” or “ARC” shall refer to the committee established by the Board of Directors of the Association described in Article 7 of this Declaration.

1.3 “Articles of Incorporation” shall mean and refer to the Articles of Incorporation of the GULFVIEW ESTATES OWNERS ASSOCIATION, INC., as they may be amended from time to time. A true and correct copy of the Articles of Incorporation is attached hereto as **Exhibit “B”** and incorporated herein by reference.

1.4 “Assessment” means a charge against a Lot and its owner as defined in Article 5 of this Declaration and Section 720.301(1), Florida Statutes.

1.5 “Association” shall mean and refer to GULFVIEW ESTATES OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

1.6 “Board” or “Board of Directors” shall mean and refer to the Board of Directors of the Association.

1.7 “Bylaws” shall mean and refer to the Bylaws of GULFVIEW ESTATES OWNERS ASSOCIATION, INC., as they may be amended from time to time. A true and correct copy of the Bylaws is attached hereto as **Exhibit “C”** and incorporated herein by reference.

1.8 “Common Area” or “Common Areas” shall mean and refer to any and all property owned or leased by, or dedicated to, the Association for the common use and enjoyment of the Owners.

1.9 “Common Expenses” means all expenses properly incurred by the Association in the performance of its powers and duties.

1.10 “Declaration” shall mean and refer to this Amended and Restated Declaration of Easements, Covenants, Conditions, and Restrictions for GULFVIEW ESTATES, UNIT NO. 1 AND GULFVIEW ESTATES UNIT NO. 1, PHASE II AND III, as it may be amended or supplemented from time to time. The original Declaration was recorded at Official Records Book 2173, Page 262, et seq., of the public records of Sarasota County. This Declaration shall serve to preserve the restrictions from expiration under the Marketable Records Title Act.

1.11 “Dwelling” means a single-family residential dwelling constructed on a Lot.

1.12 “Lot” shall mean and refer to each Platted Lot located within the boundaries of the Property, or may mean a Lot, or a combination of Lots, or not less than one (1) Lot together with a portion of another adjoining Lot which together forms a buildable site in accordance with the requirements contained herein.

1.13 “Member” shall mean and refer to all those persons or entities who hold record title to a Lot.

1.14 “Owner” or “Homeowner” shall collectively mean and refer to the fee simple record title holder or holders of a Lot.

1.15 “Rules and Regulations” shall mean and refer to any and all rules and regulations for the use and occupancy of the Property adopted from time to time by the Board of Directors.

ARTICLE 2 – PROPERTY AND GENERAL CONDITIONS

2.1 The Property. The existing real property that is subject to this Declaration is and GULFVIEW ESTATES, UNIT NO. 1 AND GULFVIEW ESTATES UNIT NO. 1, PHASE II AND III is described in **Exhibit “A”** (herein “Property”). The easements, covenants, conditions, and restrictions set forth in this Declaration shall bind, and the benefits thereof shall inure to, any and all persons and entities having any right, title, or interest in the Property or any part thereof, their representatives, agents, heirs, personal representatives, successors and assigns.

2.2 The Association. The operation of the Subdivision in accordance with this Declaration and other authority shall be by GULFVIEW ESTATES OWNERS ASSOCIATION, INC. (herein, “the Association”). The Association shall own title to Common Areas in the Subdivision not dedicated and accepted by the public.

2.3 Purposes of Association. The purposes of the Association include, without limitation, those contained within this Declaration, the Articles of Incorporation, Bylaws, and Chapter 720, Florida Statutes.

2.4 Membership and Voting. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a member of the Association. Each member not suspended pursuant to state law shall be entitled to one (1) vote for each Lot owned. The Bylaws shall provide the method of voting.

2.5 Duration. This Declaration shall remain in full force and effect for a period of thirty (30) years from the date this Amended and Restated Declaration is recorded. Upon the expiration of that time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, Members representing three-fourths (3/4) of the votes of the Association vote in favor of terminating this Declaration at the end of its then current term.

ARTICLE 3 – PROPERTY RIGHTS AND EASEMENTS

3.1 Owner’s Easement of Enjoyment In Common Areas. Every Owner shall have a right and easement of enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to, and shall pass with, the title to every Lot or authorized right to occupy any Lot, subject to the following:

(a) The Association right to suspend an Owner’s voting rights for any period during which any assessment against the Owner’s Lot remains unpaid;

(b) The Association’s right to suspend Common Area use rights for any infraction of this Declaration or the Rules and Regulations;

(c) The Association's right to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes, and subject to such conditions, as may be approved by the Board of Directors;

(d) This Declaration, Articles of Incorporation, Bylaws, and any and all Rules and Regulations that govern the use and enjoyment of the Common Areas;

(e) The Association's right to grant permits, licenses, and easements over, in, across, and under the Common Areas for such services, utilities, roads, drainage, water retention, and other purposes that are reasonably necessary for the benefit of, and for the proper maintenance or operation of, the Property;

(f) An access easement over, in, across, through, and under the Common Areas in favor of Owners and/or the providers of utilities and services to or for the benefit of the Property, and their servicemen and repairmen, for the installation, maintenance, repair and replacement of any such equipment, including, but not limited to, electric, gas, light, telephone, cable television, water, sewage, drainage and waste removal equipment; and

(g) An access easement in favor of the Association, which is necessary for the Association to keep the Common Areas in a good state of maintenance and repair.

3.2 Delegation of Use. Any Owner may delegate his right of enjoyment into the Common Areas to the members of Owner's immediate family and to Owner's approved lessee's or contract purchaser so long as any such family member or lessee or contract purchaser resides on the Owner's Lot. Any such delegation with regard to an Owner's lessee or contract purchaser shall not be effective unless the transfer of occupancy of the Owner's Lot is made in accordance with the terms and provisions of this Declaration. For purposes of this Paragraph, "immediate family" shall include spouses, adult children, parents, parent-in-law, and adult siblings.

3.3 No Waiver of Use. No Owner may be exempt from personal liability for assessments duly levied by the Association, nor release the Lot owned by him or her from the liens and charges thereof by waiver of the use and enjoyment of the Common Areas or non-use thereof, or the abandonment of the Lot.

3.4 Easements On Lots. Such right and easement shall be appurtenant to, and shall pass with, the title to every Lot or authorized right to occupy any Lot, subject to the following:

(a) There exists in the Subdivision a utility and TV cable easement around the perimeter of the property lines of each Lot, including Lot lines bordering dedicated streets, such easement having a width of eight (8) feet along each rear Lot line, six (6) feet along each side Lot line, and ten (10) feet along each front Lot line, measured at right angles to and within the property lines of each Lot.

(b) An easement exists over the rear ten (10) feet of Lots adjacent to any

dedicated street outside the subdivisions to install and maintain privacy walls and/or plantings.

(c) Each easement area may be entered upon, improved, used, and occupied for purposes of installing and maintaining cable TV and public utilities, such as water and sewer, as required by public utility companies or private companies approved by the Board. Where a dwelling is built on a Lot consisting of more than one platted Lot, the utility easement shall be deemed to run the perimeter of the whole Lot and is waived as to the original platted Lot line lying within said property.

(d) The Association, its successors and assigns, or the owner or operator of the water and sewer system serving the subdivisions, or any other utility providing services to the subdivisions, or the Owners or tenants of Owners of Lots within the subdivisions, and their respective invitees, shall have the right of ingress and egress over the streets as shown on the Plat of the Subdivision. The right is hereby granted to all electric, telephone and cable TV franchises to install their respective services in, and to enter upon, all streets or easements, as may be authorized by the ordinances of Sarasota County, Florida, for the installation, repair, maintenance or reconstruction thereof. The Association has the right to grant additional easements over any common areas of the subdivisions.

ARTICLE 4 – MAINTENANCE

4.1 Association's Maintenance Obligation.

(a) **Common Areas.** The Association shall, at all times and at the Association's expense, maintain and repair the Common Areas in good condition. Such maintenance shall include the maintenance, repair, and replacement of all buildings or improvements owned by, or dedicated or leased to the Association.

4.2 Owner's Maintenance Obligation.

(a) **Dwelling and Improvement Maintenance.** All Dwellings and other improvements, including portions or part thereof, shall be maintained in a fully functional, reasonably well-maintained, and visually appealing condition at all times, with necessary maintenance performed in a regular and timely manner. The paint or texture of any Dwelling, structure, improvement, driveway, parking pad, and front walkway shall be free of fading, cracks, mold, mildew, and other stains. Unpainted and untextured drives shall be free of mold, mildew and other stains.

(b) **Landscaping.** Landscape maintenance shall be performed in a regular, timely manner. Each owner shall maintain his or her Lot's grass areas at a height and condition not to exceed eight (8) inches. Owners shall maintain all landscaping between his or her Lot boundary and the paved street adjoining such Lot. Failure to maintain lawns or landscaping shall be deemed to impair the value of the neighboring Lots and may be hazardous to the health and welfare of the neighborhood. No unsightly weeds, underbrush, or growth shall be permitted to

grow or remain on any Lot. The Lots shall be kept mowed and clear of debris and excessive and unsightly vegetation by the Lot Owner. The non-native invasive Melaleuca trees, Australian Pine Trees, Short Leaf Fig, Brazilian Pepper Tree, and all other plants currently prohibited by Sarasota County, Florida, and State or Federal ordinances are not permitted to grow or remain on any Lot or Association common area.

(c) **Failure to Maintain.** In the event an Owner fails to maintain his or her dwelling or Lot, and/or the Lot Owner has a continuing deed restriction violation on the dwelling or Lot, and the dwelling or Lot is reasonably accessible, the Association, through its Board, may, at its option, after giving the Owner fifteen (15) days' written notice, sent to his or her last known address, may enter upon said Lot and make repairs, remove the violation and/or improve the appearance of the dwelling and/or lot, including, but not limited to, mowing, maintenance, weeding, removal of non-native invasive trees, underbrush, trash, or refuse and pay the costs thereof with funds of the Association all upon the approval of a majority of the Board. Such entry shall be deemed to be permitted and shall not be deemed a trespass. The charge for the cost of such work shall become an assessment lien upon the Lot as is permitted under Article 5 hereof. This charge shall bear interest at the maximum interest rate allowed by law, until fully paid. The Lot Owner shall further be responsible for all costs and attorney's fees involved in the request for compliance with these easements, covenants, and restrictions and in the collection of any charges or costs the Association incurs for pursuing the violation remedies set forth herein.

ARTICLE 5 – ASSESSMENTS

5.1 Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot (by acceptance of a deed, therefore, whether or not it shall be so expressed in any such deed or conveyance), including without limitation any purchaser at a judicial sale, shall hereinafter be deemed to covenant and agree to all the terms and provisions of this Declaration and to promptly pay to the Association all annual assessments, special assessments, and all fines, fees or other charges levied by the Association, as provided herein (for the purposes of this article collectively referred to as “assessments”). No owner may waive or otherwise avoid liability for the assessments provided herein by any means, including but not limited to non-use of the Common area or by abandonment. Upon conveyance of a Lot, the new and former Owners of the Lot shall personally be jointly and severally liable for all unpaid fines resulting in a lien and any assessments, together with interest, late charges, costs, and attorney’s fees. Any party taking title to a lot where such lien has been recorded by the Association takes title subject to such lien and the foreclosure of same if all amounts are not paid to the Association. The execution and recording of such notice shall not, however, be required in order for the continuing lien for assessments and related interest, late charges, costs and attorney’s fees to be valid, as such lien relates back to the original recording of this Declaration.

5.2 Purpose of Assessments. Except as otherwise provided herein with regard to the regular annual assessments, special assessments, fines, fees and other charges levied by the Board shall be used for the purposes of promoting the preservation of values, recreation, health, safety

and welfare of the Members and residents of the subdivision and in particular for the improvement and maintenance of the Common Area, the Dwellings, and Lots as elsewhere set forth in greater detail herein, and any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, security services, Common Area maintenance, repair, restoration, repair or construction, drainage or compliance with any governmental requirements which may be imposed on the Subdivision, labor, equipment, materials, management, operations, maintenance and supervision thereof, protecting and preserving property values, as well as for such other purposes as are permissible activities of, and which may be undertaken by, a corporation not for profit organized and existing under the laws of the State of Florida and a homeowners association under Chapter 720, Florida Statutes, and any expenses that the Board shall reasonably incur on behalf of the Association.

5.3 Annual Assessments. The amount and time of payment of regular annual assessments shall be determined by the Board pursuant to the Articles and Bylaws after giving due consideration to the current maintenance, operational, and other costs and the future needs of the Association. Assessments may include amounts established for reasonable reserves.

5.4 Special Assessments. In addition to regular annual assessments, special assessments may be levied by the Board against all Lots for the purpose of defraying, in whole or in part, any capital improvement or any unbudgeted expense.

5.5 Uniform Assessments. Regular annual assessments and special assessments shall be uniform, with each Lot bearing an equal share.

5.8 Budget. The Board of Directors shall prepare an annual budget and make copies thereof available to all members at least thirty (30) days prior to the first day of the upcoming fiscal year. Failure to fix the amount of the regular annual assessment within the time period set forth above will not preclude the Board from fixing the regular annual assessment at a later date. In the event the Board fails for any reason 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, and the regular annual assessment for the immediately preceding year shall continue for the current year.

5.9 Notice. Upon the adoption of a new budget, amended budget, and/or special assessment, each Owner shall be provided notice of same, by mail, email, or personal delivery.

5.10 Non-payment of Assessment and Remedies of Association. If any assessment is not paid on the date due, then such assessment shall become delinquent and shall, together with such interest, late charge, costs, and attorney's fees of collection, be a continuing lien on the Lot against which such assessment is made, binding upon the Owner thereof, his or her heirs, personal representatives, tenants, successors, and assigns. If any such assessment is not paid within ten (10) days of the due date, then a late charge equal to the greater of five percent (5%) or twenty-five dollars (\$25) of the amount due shall be levied, and the assessment shall bear interest from the date of delinquency at the maximum annual rate permitted by law. Any partial payment shall be applied

first to interest, late charges, costs, and attorney's fees and then to the assessments first due. In any action at law or for foreclosure of a lien, the Association shall be entitled to recovery of attorneys' fees and costs. An action to recover a money judgment for the unpaid assessments may be filed without waiving a claim of lien.

ARTICLE 6 – INSURANCE

6.1 Common Areas. To the extent such insurance is available at a commercially reasonable cost, the Association may purchase and maintain a policy of property insurance, naming the Association as insured and covering the boardwalks, bridge, roadways, Common Areas and any improvements, buildings, fixtures, personal property, and equipment, supplies and materials located on and used in connection with the operation of the Common Areas, in an amount not less than the maximum insurable replacement value thereof, excluding land, foundation, excavation and other items normally excluded from such coverage. Such coverage shall afford protection against loss, damage, or destruction by fire and other hazards or casualty as may be covered by a standard extended coverage endorsement and all other such risks as may be covered with respect to buildings, improvements, and other items similar in nature, construction, location or use, including, but not limited to, theft, vandalism, malicious mischief, and windstorm.

6.2 Flood Insurance. In the event the Property is located within an area that has been designated a special flood zone, as defined by the Federal Emergency Management Agency, and to the extent such insurance is available at a commercially reasonable cost, the Association may purchase and maintain a policy of flood insurance, naming the Association as insured, and covering the Common Areas, and any improvements, buildings, fixtures, personal property, equipment, supplies and materials located on and used in connection with the operation of the Property. The Association coverage shall be in an amount not less than the lesser of (a) the maximum coverage available under the National Flood Insurance Program for all buildings and other improvements located on any portion of the Common Areas that falls within a designated special flood zone; and (b) one hundred percent of the current replacement cost of such improvements, buildings and other insurable property.

6.3 Liability Insurance. The Association shall purchase and maintain a policy of comprehensive general liability insurance, naming the Association as insured. The coverage shall be in an amount not less than one million dollars (\$1,000,000) for bodily injury, death, and property damage arising out of a single occurrence. Coverage shall include liability of the Association for bodily injury, death and property damage.

6.4 Directors and Officers Insurance. The Association shall purchase and maintain Directors' and Officers' liability insurance. Any such policy shall be in an amount determined by the Board of Directors, in their best business judgment.

6.5 Fidelity Insurance. As required by law and unless waived annually by the Membership, the Association shall purchase and maintain a policy of insurance or fidelity bond, naming the Association as the insured or as the obligee, to protect the Association against the

wrongful acts or the omissions of any Officer, Director, agent, or employee of the Association and all other persons who handle or are responsible for handling funds of, or funds administered by the Association.

6.6 Waiver of Rights of Subrogation. The Association shall attempt to obtain in all policies that are required to be purchased and maintained, or that may be purchased and maintained pursuant to the terms and provisions of this Declaration, waivers of all the insurer's rights of subrogation as to any claims against any Owner, the Association and its respective representatives, agents, family members, invitees, licensees, and guests. Each Owner and the Association hereby agree to waive any claim or demand against each other and against other Owners that may exist or arise by virtue of any loss, damage, or destruction that is covered by insurance when the insurer has waived its rights of subrogation as provided herein.

6.7 Proceeds Received by Association. All proceeds received by the Association for any loss, damage, or destruction of any building, improvement, landscaping, equipment, supplies, or materials located on and used in connection with the Common Areas shall be utilized by the Association to repair, replace, or reconstruct any such building, improvement, landscaping, equipment supplies or materials.

ARTICLE 7 – ARCHITECTURAL CONTROL

7.1 Architectural Review Committee. For the purpose of carrying out the Architectural Review process, the Board shall establish an Architectural Review Committee (“the ARC”), which shall have jurisdiction to review all construction and installation of improvements on any portion of the Subdivision. The ARC shall consist of not less than three (3) members. The members of the ARC shall be appointed by the Board. A member of the ARC may at the same time serve as a member of the Board, and if the Board determines, it may sit as the ARC. Members of the ARC shall serve terms established by the Board. The establishment of the number of members, the method of selecting a chairman, and other similar provisions for the composition of the ARC shall be provided by the Board from time to time.

7.2 Architectural Standards. The ARC may, with the approval of the Board from time to time, adopt and promulgate additional architectural standards for the Subdivision. The standards may not be contrary to the provisions of this Declaration and shall be consistent with the architectural, structural, aesthetic, and environmental concepts provided in this Declaration but may be greater or more stringent than standards prescribed in applicable building, zoning, planning, or other local governmental codes. All standards shall be adopted and applied on a uniform basis. All architectural standards shall be deemed to include the mandatory architectural obligations, prohibitions, and guidelines contained in this Declaration, which include the following:

(a) **Grading.** Finish floor level shall be set at a minimum of 18" above street grade to provide proper drainage of the respective Lots, and no filling or grading shall be done which will adversely affect the drainage of the property or cause excess drainage upon adjacent

Lots or other property. Protective slopes around all buildings shall be provided and maintained on every Lot by the respective Owners. Side Lot line swales shall be planned and maintained to prevent standing water. All proposed plans for grading of Lots shall be submitted to the ARC in writing for approval, rejection, or modification thirty (30) days in advance of grading and prior to any other construction proposals.

(b) **Single-Family Dwelling.** Only one (1) single-family Dwelling may be constructed on a lot. All structures attached to, or appurtenant to, or forming a part of, the single-family dwelling built, or to be built, upon a Lot shall be considered a part of the Dwelling.

(c) **Size of Buildable Lot.** No Lot shall contain less area than 7500 square feet.

(d) **Subdividing Lots.** No Lot shall at any time be subdivided except under the following circumstances:

1. Two (2) Lots together to serve as one building site.

2. The Owner of two (2) or more contiguous Lots may convey a part of one (1) of the Lots to an adjoining Lot Owner, provided that the grantor shall retain ownership of land having a total area of not less than 7500 square feet.

3. In the event any portion of any Lots shall once be conveyed as permitted under subparagraphs 1. or 2. above, the portion of lands so conveyed, and the land then owned by the grantee thereof shall together thereafter be deemed and constituted one (1) single Lot forever.

4. In the case as above provided under subparagraph (b), the portion of land retained shall thereafter be deemed and shall constitute one single Lot and shall not, in any event thereafter, be further subdivided or sold, except as one Lot.

(e) **Dwellings.** Each Dwelling constructed on a Lot shall have a ground floor heated and cooled living area of not less than 1400 square feet, exclusive of garage or other non air-conditioned areas.

(f) **Dwelling Paint Colors.** Dwelling paint colors shall be pastels or earth tones in keeping with the character of the neighborhood.

(g) **Exterior Materials.** All dwellings shall be constructed of new and durable materials and of external design harmonious with existing structures on comparable locations within the subdivisions. All external dwelling walls must be stucco-covered cement block or of wood, brick, or stone unless otherwise approved by the Board in writing. No asbestos shingles, asbestos siding of any type, or asphaltic, plastic, vinyl, metal, or similar covering shall be used on exterior walls.

(h) **Setbacks.** Front, rear, and side lot setback lines shall be as set forth in the Sarasota County land development regulations. All dwellings must face the street. Nothing contained herein shall be construed to require all dwellings to be exactly parallel to defined set back lines. Except as otherwise provided, all measurements shall be to the nearest part of a vertical plane contiguous to the most exterior projection of the dwelling, including, but not limited to, roof eaves and other projections.

(i) **Roof Materials.** All roofs of Dwellings shall be asphalt or fiberglass shingles, clay tile, cement tile or metal. The style of metal roof shall be "tile" or "shake" and shall simulate the current appearance of existing roofs. Asphalt or fiberglass shingle roofs must have a textured appearance and be 240 lb., or heavier, unless otherwise approved in advance by the Board in writing. Roofs built-up of pitch and gravel are not permitted. Galvanized metal roofs or any other roofing material or style not enumerated herein is prohibited, except that upon the unanimous agreement of the Board of Directors, a metal roof material that is neither a tile nor shake simulation may be installed. The unanimous consent of the Board of Directors must include a determination that the approved metal roof material is of a good quality and that its appearance is reasonably consistent appearance with other roofing materials permitted herein and the overall development of the Subdivision. ARC approval is not required to replace roofs unless the type of roofing material is to be changed.

(j) **Shutters.** Storm operable shutters meeting or exceeding hurricane codes are permitted. The Board may adopt standards regarding the type of shutters that may be installed and the permitted use thereof. Protective shutters and hurricane shutters may not be activated for use more than seven (7) days before the projected arrival of a named hurricane or named tropical storm. Protective shutters and hurricane shutters shall be deactivated within fourteen (14) days after the named hurricane or named tropical storm, or threat has passed unless the area is under an evacuation order or another named hurricane or named tropical storm is imminent. If the area is under an evacuation order, the fourteen (14) day time frame is extended to begin once the evacuation order is lifted. Permanent installation is prohibited. Notwithstanding the foregoing, seasonal residents may install and activate protective shutters and hurricane shutters while not in residence. Protective shutters and hurricane shutters installed and activated during a seasonal resident's absence from the home must be removed not later than December 1st of each year.

(k) **Permitted Structures.** Any structures which are necessary to the dwelling such as garages, porches, service or utility rooms, guest rooms, and like structures shall be attached to, and be, an integral part of the Dwelling and shall also conform with all requirements hereof. No detached structures of any type shall be constructed on any Lot, with the exception of a small children's playhouses, and playsets shall be permitted in the backyard, with ARC approval, provided they are maintained and not allowed to fall into disrepair. No temporary outbuildings of any type shall be permitted or maintained upon any Lot except outbuildings used in connection with the construction, remodeling, or renovation of a dwelling. All outbuildings shall be approved in writing by the Board prior to their construction and placement and shall be positioned near the rear of the Lot.

(l) **Garages.** All garage doors shall be closed except when in active use. Garages shall have a minimum two (2) car or a maximum of three (3) car capacity and are to be used solely as garages and not as living quarters unless approved by the ARC.

(m) **Swimming Pools and Spas.** Pools and Spas must be behind the house and shall be enclosed as provided in Article 7.2(n) of this Declaration.

(n) **Screening and Pool/Spa Enclosures.** Screen cages may be installed on a Lot. All swimming pools and spas shall be enclosed by a screened cage or a child-proof wrought iron style fence that meets or exceeds the State of Florida statutes for pool barrier requirements.

(o) **Walls, Hedges and Fences.** The Subdivision is an open space community. Fences, walls, or other enclosures, or dividers acting as the same, shall not be constructed, permitted or maintained unless architecturally part of the dwelling and within the setback line established by Article 7.2(h) above. The sole intended purpose of all fences is to screen exterior equipment and/or yard items and similar materials from view. All fences must be structurally attached to the dwelling and extend not more than six feet (6) into the yard as long as they are within the setback line established by Article 7.2(h) above. Fences or enclosures shall not be higher than six (6) feet. A hedge may be placed inside of the rear property line upon receipt of prior written Board approval.

(p) **Driveways, Parking Areas, and Front Walkways.** All driveways, parking areas, and front walkways shall be constructed of reinforced concrete or pavers, shall include the area lying between the road pavement to the property lines, and shall be a minimum of four (4) inches in thickness for reinforced concrete and in accordance with Sarasota County ordinances as applicable, for pavers. Asphalt, dirt, grass, rock, and shell driveways are prohibited. Narrow driveways may be expanded within the side setback lines by placing suitable matching materials on each side. Driveways, Parking Areas, and Front Walkways may be textured and/or painted in colors that match the approved palette for the Subdivision.

(q) **Energy Generating/Saving Devices.** The installation or addition of solar panels, windmills or other forms of energy-generating or saving equipment is subject to the approval of the ARC. Such equipment shall be installed or constructed in such manner that it will conform to the architectural design of the approved dwelling. Energy-generating or saving equipment, including clotheslines, shall be concealed from view from the street by placement at the rear of the home as practicably possible and/or by the installation of appropriate screening, and shall, as determined by the ARC, in its sole discretion, conform to the overall development and aesthetic scheme of the Subdivision.

(r) **Exterior Lighting.** Dwellings shall have two (2) Coach Lights on the garage or a Yard Post Light, which shall be located four (4) feet from the driveway and fifteen (15) feet from the street line. The light(s) shall be on every night from dusk to dawn. Lights shall have a brightness of no less than 300 lumens and no more than 500 lumens.

(s) **Antennas, Aerials and Satellite Dishes.** The Owners of Lots have a vested interest in maintaining an attractive and pleasing appearance of all Lots within the Property, free from visual clutter. To protect this interest the following restrictions shall apply to antennas and satellite dishes:

1. All required permits shall be secured prior to installing any antenna or satellite dish.
2. Antennas shall not protrude more than two (2) feet above the roof of any home.
3. No satellite dish shall exceed one meter (36 inches) in diameter.
4. Satellite dishes must be mounted on the dwelling in a location most suitable for reception. The first choice for the mounting of dishes on a dwelling shall be at the back of the Dwelling at the roof line, and the least desirable shall be at the front.
5. All cable and wires, except for stabilizing cables and wires, connecting to an antenna shall be buried.
6. Cables and wires along portions of the exterior Dwelling surface shall be painted to match the building color and shall be secured to the building.
7. No more than two (2) antennas may be installed on a Dwelling. Owners shall not permit their antennas or dishes to fall into disrepair or become safety hazards.

(t) **Underground Utilities.** All lines, pipes, wires, utility service of any type shall be installed, constructed, placed or permitted upon any Lot in an appropriate underground conduit.

(u) **Delivery of Materials and Supplies.** Delivery of materials and supplies must be to the Owner's property, and delivery vehicles shall not encroach onto other Lots. Materials and supplies may not be stored on the roadways or any Common Area.

(v) **Vegetable Gardens.** Vegetable Gardens are permitted provided they are located on a portion of the Lot not visible from the frontage.

7.3 Architectural Review Required. Architectural review shall be required in each of the following circumstances:

(a) Whenever the Owner of a Lot proposes to construct any improvements thereto.

(b) Whenever any exterior alteration or other exterior improvement to an existing Lot or Lots is proposed.

(c) Whenever any Owner or the Association proposes to maintain or repair a Lot or Lots in any manner that will result in the application or use of materials of a different type, shade, color, or quality than those originally used on the Lot and the Lots thereon.

(d) Whenever the improvements to a Lot have been substantially damaged or destroyed, in whole or in part, by casualty or otherwise, and reconstruction or rebuilding is intended.

(e) Whenever an Owner proposes any change or addition to the landscaping of a Lot. For this Article 7, the term "landscaping" shall mean the removal of any tree, the addition or deletion of any planting beds, grading, change in elevation, or clearing.

(f) For the purposes of this Article 7, any structure, including but not limited to buildings, fences, roofs, patio covers, driveways, sidewalks, walls, pools, screen cages, enclosures, mailboxes, solar energy devices, antennas, water and sewer lines, irrigation systems, signs, statues, or decorative objects or landscaping devices shall be deemed to be alterations or improvements subject to architectural review.

(g) For the purposes of this Section, the term construction shall include within its definition staking, clearing, excavation, grading, other site work or exterior alterations or modifications of existing improvements.

7.4 Procedure. There shall be submitted to the ARC a written application setting forth plans (site, grading, landscape, floor, etc.), colors, materials, and other specifications for any activity for which review is required. A written application form shall be adopted by the Board, which details all information required from the Owner, including the identity of the individual or company intended to perform the work and the projected commencement and completion date.

(a) Within thirty (30) days after receipt of a complete application, the ARC shall: 1) approve or disapprove, 2) approve in part and disapprove in part, or 3) approve with conditions. The Committee shall specify its reasons for disapproval or conditions and shall annotate its decision by reference to architectural standards, where applicable. The failure of the Board to act within thirty (30) days of receipt of the application shall be deemed as a disapproval. No work shall proceed except in compliance with this Declaration and architectural approval as provided in this Article 7.

(b) The proposed improvements will be approved if, in the sole opinion of the ARC: (1) the improvements will be of an architectural style and of materials that are compatible with the other structures in the Property; (2) the improvements will not violate any restrictive covenant or any adopted architectural standard or encroach upon any easement or platted building set back lines; (3) the improvements will not result in the reduction in property value or use of

adjacent property; (4) the improvements will be substantially completed, including all cleanup, within six (6) months of the date of commencement (twelve (12) months for the construction of a complete Dwelling).

(c) If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 7 to the same extent as if erected without prior approval of the ARC. The Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation his or her reasonable attorney's fees and costs and any other expenses or fees incurred in the prosecution thereof.

(d) The Board is vested with the power to grant to Owners variances from the obligations of this Declaration where, in the Board's opinion, failure to grant such variance would create hardship, or where such variances would be in keeping with the spirit and intent of these easements, covenants, and restrictions, and where such variances shall not adversely affect any neighboring Owners or the subdivisions as a whole. The Board, in its discretion, may grant variances upon receipt of a written application from an Owner. The application shall set forth in detail the variance required and reasons for requesting the change. Any variances, if granted, shall be granted by the Board in writing and shall be complied with by the Owner. All variances shall be executed with the formalities of a deed and recorded in the Public Records of Sarasota County, Florida. A variance shall be effective upon recording. All costs or fees for the Board's review, preparation of the variance document, including any attorneys' fees, and the recording of a variance shall be paid by the Owner.

(e) The Association and ARC, and any Director, Officer, employee, or member thereof, shall not be liable for damages to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association or ARC, or any Director, Officer, employee, or member thereof, to recover any such damages.

7.5 Right of Entry and Inspection. The ARC, Board of Directors, or any Member thereof, and any of its authorized representatives or agents, shall have the right to enter, at reasonable times and upon not less than 24 hours' prior notice to the Owner, any portion of the Property that is subject to the jurisdiction of the ARC, including individual Lots, for the purpose of conducting an inspection to ascertain whether the terms and provisions of this Article are being violated.

ARTICLE 8 – CONDEMNATION

In the event any portion of the Property is taken by any governmental authority pursuant to its power of eminent domain, all compensation and damages for such taking shall be allocated among the Owners and the Association, as well as their respective interests may appear. Awards for the taking of the Common Areas shall be used to render the remaining portion of the Common Areas usable in the manner chosen by the Board of Directors of the Association. If the cost of such work shall exceed the balance of the awards made for the taking, the Board shall, at its discretion, determine whether to specially assess the Owners for their proportionate share of the deficiency for the cost of such work. The balance of the awards for the taking of Common Areas, if any, shall be distributed to the Owners in such proportions as their interests in the Property bear to the amount of such compensation and damages. If there is a mortgage on a Lot, the distribution shall be paid jointly to the Owner and the mortgagee of the Lot.

ARTICLE 9 – USE RESTRICTIONS

In order to provide for congenial use and occupancy of Lots within the Subdivision and to better protect the values within the Subdivision, the use of Lots and Common Areas shall be restricted by and in accordance with the following provisions as long as the subdivision exists:

9.1 Persons Bound. All provisions of this Declaration, the Bylaws of the Association and Board adopted Rules and Regulations that govern the conduct of persons shall apply to all Owners, tenants, occupants, guests, invitees, licensees, contractors, and visitors. Every Owner shall cause all tenants, occupants, guests, invitees, licensees, contractors, and visitors of his/her Lot to comply with this Declaration, the Association Bylaws, and any Board adopted Rule or Regulation and shall be responsible for all violations and losses to the Common Areas caused by such tenant, occupants, guests, invitees, licensees, contractors, and visitors, notwithstanding the fact that such tenants, occupants, guests, invitees, licensees, contractors, and visitors are fully liable and may be sanctioned for any violation of this Declaration, the Bylaws of the Association, or Board adopted Rule or Regulation.

9.2 Residential and Business Uses. The Lots and the Common Areas shall be used for single-family residential purposes only and exclusively for a single-family Dwelling. No trade or business may be conducted on any Lot or on the Common Areas, except that an Owner, tenant or other occupant may have a home office within the Home so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Home; (2) the business activity conforms to all zoning requirements for the subdivision; (3) the business activity does not involve persons coming onto the subdivision who do not reside in the subdivision or door-to-door solicitation of residents of the Subdivision; and (4) the business activity is consistent with the residential character of the subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the subdivision, as may be determined in the sole discretion of the Board.

9.3 Nuisances, Offensive or Illegal Activities. No portion of the Subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be

in an unclean or untidy condition that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the subdivision that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Subdivision. There shall not be maintained any plants or animals or device or thing 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 Subdivision or which will increase insurance rates on any Dwelling or on the Common Areas.

9.4 Receptacles. No mail receptacles, newspaper receptacles, or similar receptacles, shall be permitted on individual Lots except as required by the US. Postal Service.

9.5 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than two (2) cats and/or two (2) dogs may be kept on a lot. Other domesticated household pets may be kept, provided that they are kept inside the Dwelling and are not kept, bred, or maintained for commercial purposes. No person owning or in custody, possession, charge, or control of any animal shall cause, permit, or allow the animal to defecate, stray, run, or in any manner be at large within the Subdivision. All animals shall be kept on a leash when outside of a Dwelling and under the control and within visual range of the person walking the animal. Animal waste must be promptly picked up and properly disposed of. Free-standing outside animal runs and pens are prohibited. No animal shall be permitted to become a nuisance or otherwise endanger the health of other persons within the Subdivision.

9.6 Recreational Equipment. No basketball backboards, nets, swing sets, jungle gyms, inflatable bounce houses, or other inflatable play structures and other similar game or play equipment shall be erected or maintained upon any Lot without prior approval from the ARC. Lot Owners shall ensure that the use of play equipment does not disturb neighbors. All outside play must be between the hours of 8AM and 8PM to limit noise. Portable basketball goals may be used and allowed to remain up as long as they are not in disrepair. All outside play equipment must be able to be secured so that it will not move in the event of a hurricane.

9.7 Decorative Objects. Decorative objects, such as sculptures, fountains, flagpoles, and similar items, shall not be excessive in height or number and shall be in keeping with the character of the neighborhood. Landscape borders must be of commonly used landscaping materials. No decorative object or landscape border may be constructed of waste materials or repurposed objects. Decorative objects may not be placed along lot lines in such a fashion as to serve as a barrier or fence. The Board may adopt additional architectural standards defining the permitted height and a number for decorative objects.

9.8 Flags and Flagpoles. All flags and banners are prohibited on a Lot, except that an Owner may display on a home: 1) sport teams flags and banners and 2) any two (2) of the following portable, removable flags not larger than 4 ½ feet by 6 feet: United States flag, the official flag of

the State of Florida, any flag representing the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, a POW-MIA flag, or a flag representing a first responder as defined by Section 7230.304(2)(a)5., Florida Statutes. Further, an Owner may erect a freestanding flagpole no more than twenty (20) feet high on any portion of the Unit so long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may display in a respectful manner from a properly installed flagpole one (1) official United States flag, not larger than 4 1/2 feet by 6 feet, and one (1) of the other aforementioned flags. Such additional flag installed on a flagpole must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations.

9.9 Parking and Prohibited Vehicles. All vehicles must be parked on driveways or in garages. Parking in grass or landscaped areas of a Lot is prohibited. Due to the street width, parking on the streets within the Subdivision between the hours of 11:00 p.m. in the evening and 6:00 a.m. the next morning, Sarasota, Florida, local time is prohibited. Violations of this Section 6 may result in fining and any other penalties if allowed under the pertinent statutes and governing documents. The following additional parking restrictions shall apply to the Subdivision:

(a) No vehicle, vessel, boat, recreational vehicle, trailer, or other such item may be repaired in open view of any Lot Owner except within a garage.

(b) Vehicles not registered to operate on public roads as required by Florida law, trucks over 1/4 ton, tractors, mobile home, recreation vehicles or equipment, trailers (either with or without wheels), camper-trailers, boats and other water craft, and boat trailers, shall be parked only in enclosed garages.

9.10 Signs. No sign, billboard, or notice of any kind may be kept or placed upon any Lot or mounted, painted, or attached to any Dwelling or other improvement upon such Lot so as to be visible from public view or mounted on any vehicle parked or driven in the subdivision except that an Owner may display: 1) home security system signs; 2) construction job signs; 3) one (1) "For Sale" and "For rent" sign, 4) Estate or Moving Sales signs, 5) Open House signs, 6) Special Occasion Signs, and 7) No Soliciting and/or No Trespassing signs. Estate or Moving Sales signs and Open House signs may be displayed on the Owner's Lot for no more than two (2) days, between the hours of 10:00 A.M. to 6:00 P.M. Special Occasion Signs such as newborn announcements, graduation, anniversary, retirement, welcome home, etc. are allowed for no more than one (1) week. No Soliciting and/or No Trespassing signs may be permanently displayed year in a front window of any residence, provided they are no larger than 10"x12". No signs of any kind are to be placed on common property except for Association use or Estate or Moving Sales and Open House signs. Estate or Moving Sales and Open House signs shall not be placed on the Common Areas for more than two (2) days. Political signs or banners of any size or shape are explicitly prohibited in the Subdivision.

9.11 Litter, Refuse, and Trash Collection. All garbage, trash, refuse, and rubbish be placed in sanitary disposal containers. Garbage containers, refuse, or landscape debris shall not be

put out for collection until after 5:00 P.M. of the evening before collection and returned by 5:00 P.M. of the evening of the day after collection per Sarasota County ordinance. Dumping or placement of trash, refuse, grass cuttings, or yard debris of any kind on any Lot or Common Areas grounds within the Subdivision is prohibited.

9.12 Unsightly Objects - Visible Storage. All refuse and trash containers, outside clothes lines as permitted by law, oil or propane gas tanks, water softening equipment, air conditioners, permanent generators, swimming pool filters, pumps, and other similar items, must be underground or hidden from view of all neighboring Lots by a landscaped hedge, shrubs, wall, or fence, of sufficient height and length to conceal the equipment. Walls and fences shall be architecturally attached to the dwelling.

9.13 Water, Sewer, Sanitary Facilities. All dwellings constructed upon any Lots in the Subdivision shall be connected to, or shall connect by completion of the dwelling, to a water system and/or sanitary sewerage system available and provided by any private or public facility, its successors or assigns.

9.14 Garage, Moving and Estate Sales. The community may hold one (1) or more community garage sales on dates to be decided by the Board of Directors. Individual or group garage sales at other times are prohibited. Estate sales and moving sales are permitted but may be held for no longer than two (2) days and are subject to sign placement limitations provided in Article 9.7 above.

9.15 Rules and Regulations. At any regular or special meeting of the Board of Directors, the Board of Directors may adopt Rules and Regulations governing the use and occupancy of the Property and any and all buildings and improvements thereon; provided, however, that such Rules and Regulations shall be for the elaboration and administration of the covenants, conditions, restrictions and easements contained in this Declaration, and shall not be inconsistent with any of the terms or provisions of this Declaration, the Articles of Incorporation or the Bylaws. The Association shall publish the Rules and Regulations as may be promulgated and shall mail copies of the Rules and Regulations to all Owners at their last known addresses as shown on the books and records of the Association.

ARTICLE 10 – LEASING

The leasing of Lots within the Subdivision shall be as follows:

10.1 Leasing Generally. Leasing shall be defined as the lease, rental, license, or loan of a Lot for the exchange of consideration of any kind. Dwellings may be leased or occupied only in their entirety, and no fraction or portion may be leased. Individual rooms of a dwelling may not be leased on any basis. No transient tenants may be accommodated in a dwelling. Lot Owners shall not, in any manner, relieve the Owner of his or her responsibility to conform to the requirements of these easements, covenants, and restrictions as set forth herein. It shall also be the responsibility of the Owners to keep their tenants informed and maintain compliance with these restrictions.

10.2 **Lease Application/Agreements and Obligations.** All Lease Agreements are subject to the following provisions:

- (a) All Lease Agreements shall be in writing.
- (b) All Lease Agreements, together with a Lease Application signed by both the Owner and prospective tenant(s), on the approved Association form, which the Board shall establish and may amend from time to time, be submitted to the Association at least fifteen (15) days prior to commencement of the lease term.
- (c) The Owner shall pay the lease application fee prescribed by the Association. The initial non-refundable lease application fee shall be one hundred (\$100) dollars per adult applicant and may be increased from time to time by the Board of Directors without amendment to this Declaration.
- (d) The Association or its Management Company, if professionally managed, shall conduct a criminal and financial background check on each prospective tenant. In accordance with the pertinent statute, such information obtained by the Association from a criminal and financial background check shall not be accessible to Lot Owners through an official records request.
- (e) No dwelling may be leased more than one (1) time in any 12 month period without prior Board approval.
- (f) A leased dwelling must be inspected at least one (1) time per month by the Lot Owner, a real estate agent licensed in Florida, or another competent, responsible person. Enforcement of this provision shall be by any means so determined by the Board of Directors.
- (g) Each Lease Agreement shall contain an attached copy of this Declaration, the Rules and Regulations, and any Architectural Standards.
- (h) The tenant, as part of the Lease Agreement, shall agree in writing to abide by and adhere to these easements, covenants and restrictions.
- (i) The Owner shall agree to remove, at Owner's sole expense, by legal means, including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations, and any Architectural Standards approved by the Association. Should an Owner fail to perform his or her obligations under this Article 10, the Association shall have the right, but not the obligation, to act as the agent of the Owner to evict, eject, or otherwise compel the removal of such tenant and the costs of doing so shall be the responsibility of the Owner.
- (j) All Lease Agreements shall provide that the Dwelling shall be used solely

as a single-family residence and that the leased Dwelling shall be occupied only by approved tenants, members of the tenant's family, and professional caregivers, as a residence and for no other purpose.

(k) The maximum number of tenant occupants in any Dwelling at any time, including members of the tenant's family and professional caregivers, shall be no more than two (2) occupants per bedroom.

10.3 New Owner Lease Prohibition. No Lot shall be leased, licensed, or loaned for within the first twenty (24) months of ownership (herein “New Owner Lease Prohibition”). Notwithstanding the foregoing, the New Owner Lease Prohibition shall not apply to: 1) Association owned Lots; 2) Lots transferred for estate planning purposes; and 3) Institutional First Mortgagees taking title to a Lot pursuant to a mortgage foreclosure or deed in lieu thereof. The Board of Director’s determination of whether a Lot was transferred for estate planning purposes shall be binding. In the instance of extreme hardship, as determined in the sole determination of the Board of Directors, the leasing restrictions stated in this Article 10.3 may be waived, in whole or in part, as to a particular Lot. Any such variance shall not prevent the Association from enforcing the leasing restrictions contained in this Article 10.3 against other Lots.

ARTICLE 11 – AMENDMENT

Amendments to this Declaration shall be proposed and adopted in the following manner:

11.1 Proposal. A proposal for any amendment to this Declaration may be made by the Board of Directors or upon the written request of not less than ten (10%) percent of the voting interests of the Association. Notice of the subject matter of any proposed amendment shall be included in or with the notice of the meeting of the Members at which the amendment is to be proposed and considered.

11.2 Approval. This Declaration may be amended by an affirmative vote of not less than a majority of the entire membership by written consent or voting, in person or by proxy, at a meeting of the membership.

11.3 Limitation and Recording. No amendment shall make any changes in the qualifications for membership or in the voting rights or property rights of Members without approval in writing by all Members so affected. A copy of each amendment shall be recorded in the Public Records along with a Certificate of Amendment signed by the President signed by the President and attested to by the Secretary.

ARTICLE 12 – ENFORCEMENT

12.1 Independent Covenant. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event

any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

12.2 Enforcement – Generally. This Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or by any Owner, their respective legal representatives, heirs, successors, and assigns. The Association shall have the right to enforce and require compliance with the provisions of this Declaration and any Rules authorized hereby against Owners, their tenants, and guests on behalf of the Association membership. Enforcement may be by fines as provided by law and/or proceedings for injunctive relief, declaratory relief, and/or damages. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and costs.

12.3 Fines. Fines may be imposed for violation of this Declaration, the Rules and Regulations, Articles of Incorporation, or the Bylaws. Fines that may become a lien by law may become a lien on a Lot, collectible as an assessment under Article 5. The maximum aggregate fine for a continuing violation shall be \$10,000.00.

12.4 Election of Remedies. All rights, remedies, and privileges granted to the Association hereunder or by law shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by Association documents, or at law or in equity.

ARTICLE 13 – MISCELLANEOUS

13.1 Interpretation. The Board shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions and its good faith, determination, construction, or interpretation shall be final and binding. Further, in instances of hardships not caused by an owner, the Board may grant minor deviations from these restrictions so long as such minor deviations do not materially change or otherwise alter the general scheme and quality of the subdivision. In all cases, the provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the maintenance of Common Areas and the facilities located thereon.

13.2 Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity that will violate its non-profit status under applicable state or federal law.

13.3 Captions and Headings. The captions and headings pertaining to the articles and paragraphs contained in this Declaration are solely for the convenience of reference, and in no way shall such captions or headings define, limit, or in any way affect the substance of the provisions contained in this Declaration.

13.4 Severability. If any of the terms or provisions contained in this Declaration shall be deemed invalid by a court of competent jurisdiction, such term or provision shall be severable from this Declaration, and the invalidity or unenforceability of any such term or provision shall not affect or impair any other term or provision contained in this Declaration.

13.5 Singular, Plural, and Gender. Whenever the context so permits, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

13.6 Conflicting Provision. If there is any conflict between the Articles of Incorporation and this Declaration, the terms and provisions of this Declaration shall control, and if there is any conflict between the Bylaws and this Declaration, the terms and provisions of this Declaration shall control.

13.7 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Property.

EXHIBIT "A"
LEGAL DESCRIPTION FOR THE PROPERTY

**GULFVIEW ESTATES, UNIT NO. 1 AND GULFVIEW ESTATES UNIT NO. 1, PHASE
II AND III AS DEPICTED ON PLAT BOOK 7, PAGES 86 AND 86A**

AMENDED AND RESTATED DECLARATION OF EASEMENT, COVENANTS, CONDITIONS, AND
RESTRICTIONS AND EASEMENTS FOR GULFVIEW ESTATES, UNIT NO. 1 AND GULFVIEW ESTATES
UNIT NO. 1, PHASE II AND III

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of GULFVIEW ESTATES OWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 10, 1986, as shown by the records of this office.

The document number of this corporation is N18191.

Exhibit "B"

O.R. 1910 PG 0955

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 11th day of December, 1986.



George Firestone
Secretary of State

V. Kambly Nizer

State of Florida



Department of State

I certify from the records of this office that GULFVIEW ESTATES OWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on December 10, 1986.

The document number of this corporation is N18191.

I further certify that said corporation has paid all fees due this office through December 31, 1989, and its status is active.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
21st day of February, 1989.



CR2EO22 (6-88)

Jim Smith
Jim Smith
Secretary of State

THIS INSTRUMENT PREPARED BY

ROBERT L. MOORE
ATTORNEY AT LAW

P.O. BOX 1727

VENICE, FLORIDA 33584 • 1757

ARTICLES OF INCORPORATION
OF
GULFVIEW ESTATES OWNERS ASSOCIATION, INC.

A corporation not for profit
under the laws of the State of Florida

The undersigned hereby associate themselves for
the purpose of forming a corporation not for profit under
Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1

Name, Address and Registered Agent

1.1) Name. The name of the corporation shall be
GULFVIEW ESTATES OWNERS ASSOCIATION, INC., a corporation not
for profit. For convenience the corporation shall herein be
referred to as the "Association".

1.2) Address and Registered Agent. The street
address of the initial registered office of the Association
is 227 Nokomis Avenue South, Venice, Florida. The name of
the Association's initial registered agent at such address
is ROBERT L. MOORE.

ARTICLE 2

Purpose

2.1) Purpose. The purpose for which the Associa-
tion is organized is to provide an entity for the mainte-
nance, operation and management of certain real property,
located in Sarasota County, Florida, described as:

Lots 2 through 434, both inclusive, and
the West 1/2 of Lot 435 of GULFVIEW
ESTATES of Unit No. 1, except Lot 46, as
recorded in Plat Book 7, pages 86 and
86A, Public Records of Sarasota County,
Florida, together with any vacated
streets; and other subdivisions which are
developed adjacent to Gulfview Estates
Unit No. 1, including Gulfview Estates
Unit No. 2, as may be designated by Gulf-
view Investors, Inc. or its successors or
assigns. (Said lots shall hereafter be
referred to as the "Subdivision".)

2.2) Distribution of Income. The Association
shall make no distribution of income to and no dividend
shall be paid to its members, directors, or officers.

2.3) No Shares of Stock. The Association shall
not have or issue shares of stock.

ARTICLE 3

Powers

3.1) Common Law and Statutory Powers. The Asso-
ciation shall have all of the common-law and statutory
powers of a corporation not in conflict with the terms of
these Articles of Incorporation.

3.2) Specific Powers. The Association shall have
all of the powers and duties set forth in these Articles of

O.R. 1910 PG 0956

Incorporation and all of the powers and duties reasonably necessary to maintain, manage and operate the property described herein including but not limited to the following:

(a) To make and collect assessments against members as Unit Owners to defray the costs, expenses and losses of operation.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate the property.

(d) To enforce the Declaration of Restrictions and Covenants affecting the property.

3.3) Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions these Articles of Incorporation and the Bylaws of the Association.

3.4) Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Restrictions and covenants and the Bylaws of the Association.

ARTICLE 4 Members

4.1) Members. The members of the Association shall consist of all the record owners of the property from time to time.

4.2) Voting. Each property owner shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by Owners of a parcel and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5 Directors

5.1) Board of Directors. The affairs of the Association shall be managed by the Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three Directors, and in the absence of such determination shall consist of three Directors. Directors need not be members of the Association.

5.2) Election of Directors. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors shall be filled by in the manner provided by the Bylaws of the Association.

5.3) First Board of Directors. The names and address of the members of the first Board of Directors who shall hold office until their successors are elected and qualified, or until removed, are as follows:

O.R. 1910 PG 0957

<u>NAME</u>	<u>ADDRESS</u>
THOMAS L. SCHLACHTER	530 U.S. 41 By-Pass South Venice, Florida 33595
MICHAEL D. TREMBLAY	530 U.S. 41 By-Pass South Venice, Florida 33595
WILLIAM PAPAIAK	530 U.S. 41 By-Pass South Venice, Florida 33595

ARTICLE 6
Officers

6.1) Officers. The affairs of the Association shall be administered by a President, Vice President and Secretary-Treasurer and such other officers as may be designated in the Bylaws of the Association. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated and elected by the Board of Directors are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
THOMAS L. SCHLACHTER	President	530 U.S. 41 By-Pass S. Venice, FL 33595
MICHAEL D. TREMBLAY	Vice President	530 U.S. 41 By-Pass S. Venice, FL 33595
WILLIAM PAPAIAK	Secretary/ Treasurer	530 U.S. 41 By-Pass S. Venice, FL 33595

ARTICLE 7
Indemnification

7.1) Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE 8
Bylaws

8.1) Bylaws. The Bylaws of the Association shall be adopted by the Board of Directors of the Association and may be altered, amended or rescinded in certain instances by the Board of Directors and in certain instances by the membership in the manner provided by the Bylaws.

ARTICLE 9
Amendments

9.1) Amendments. Subject to the provisions of the Sections 9.2 and 9.3 of this Article 9, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Except as elsewhere provided, such approvals must be by not less than 75% of the voters of the entire membership. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.

9.2) Limitation on Amendments: No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of ARTICLE 3, without approval in writing by all members and the joinder of all record owners of mortgages upon the parcels.

9.3) Certification. A copy of each amendment shall be certified by the Secretary of State.

ARTICLE 10
Term

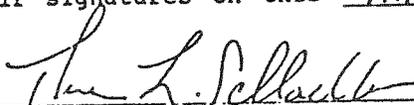
10.1) Term. The term of the Association shall be perpetual.

ARTICLE 11
Subscribers (Incorporators)

11.1) Names and Addresses. The names and residence addresses of the subscribers (incorporators) of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
THOMAS L. SCHLACHTER	530 U.S. 41 By-Pass South Venice, Florida 33595
MICHAEL D. TREMBLA	530 U.S. 41 By-Pass South Venice, Florida 33595
WILLIAM PAPAİK	530 U.S. 41 By-Pass South Venice, Florida 33595

IN WITNESS WHEREOF, the subscribers (incorporators) have hereto affixed their signatures on this 7TH day of NOVEMBER, 1986.


THOMAS L. SCHLACHTER

O.R. 1910 PG 0959

Michael D. Tremblay
MICHAEL D. TREMBLAY

William P. Papiak
WILLIAM PAPAIAK

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me an officer duly authorized to take acknowledgments, personally appeared THOMAS L. SCHLACHTER, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as his free act and deed for the purposes therein set forth.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of November, 1976.

Susan Beebe
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. DEC 1, 1987
DUBUED THRU GENERAL LBS. LAW.

My Commission Expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me an officer duly authorized to take acknowledgments, personally appeared MICHAEL D. TREMBLAY, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as his free act and deed for the purposes therein set forth.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of November, 1976.

Susan Beebe
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. DEC 1, 1987
DUBUED THRU GENERAL LBS. LAW.

My Commission Expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me an officer duly authorized to take acknowledgments, personally appeared WILLIAM PAPAIAK, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as his free act and deed for the purposes therein set forth.

O.R. 1910 PG 0960

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of November, 1986.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. MAR 1, 1987
BONDED THRU GENERAL INS. CO.

O.R. 1910 PG 0961

CONSENT OF REGISTERED AGENT

HAVING BEEN NAMED as registered agent for this corporation at the office designated in the foregoing Articles of Incorporation, the undersigned accepts the designation.

[Signature]
ROBERT L. MOORE
Registered Agent

STATE OF FLORIDA
COUNTY OF SARASOTA

Before me personally appeared ROBERT L. MOORE to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 7th day of November, 1986.

[Signature]
Notary Public
State of Florida

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 7, 1987
Bonded By The Cincinnati Insurance Co.

O.R. 1910 PG 0962

Prepared by and return to:
Jeremy V. Anderson, Esquire
Anderson, Givens & Fredricks, P.A.
1689 Mahan Center Blvd., Suite B
Tallahassee, FL 32308

Exhibit "C"

2nd AMENDED AND RESTATED BYLAWS

OF

GULFVIEW ESTATES OWNERS ASSOCIATION, INC.

*[Substantial Rewording of the Bylaws. See existing
Bylaws for present text.]*

ARTICLE 1 – IDENTITY AND PURPOSE

These are the Bylaws of GULFVIEW OWNERS ASSOCIATION, INC. ("the Association"), a Corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were initially filed in the office of the Secretary of the State of Florida on December 10, 1986. The Association has been organized for the purposes of administering the Easements, Covenants and Restrictions for Gulfview Estates, Unit No. 1 and Gulfview Estates, Unit No. 1, Phase II and III ("the Declaration"), which is located in Gulf County, Florida.

1.1 PRINCIPAL OFFICE. The principal office of the Association shall be located at 5602 Marquesas Circle #103, Sarasota, Florida 34233. The Board of Directors of the Association may change the location or address of the principal office of the Association from time to time.

1.2 CORPORATE SEAL. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation (1986). Alternatively, the words "Corporate Seal" or "Seal" may serve as the seal of the Association.

ARTICLE 2 – DEFINITIONS

The terms used herein shall have the same definitions as stated in the Declaration and the Homeowners' Association Act (Chapter 720, Florida Statutes) unless the context requires otherwise. If there is a dispute over the proper definition of a vague or ambiguous term that is not otherwise defined by the Declaration or by the Homeowners' Association Act, the Association's Board of Directors shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.

ARTICLE 3 – MEMBERSHIP

3.1 Eligibility. Any person or entity that holds title in fee simple to a Lot in the Subdivision shall, by virtue of such ownership, automatically be a member of the Association.

3.2 Change of Membership. Change of membership in the Association shall be established by recording a deed (or other instrument establishing a fee interest in any Lot in the Subdivision) in the Public Records, at which time the membership of the prior owner is terminated. The prior owner shall notify the Association of the proposed transfer of ownership. The new Owner shall furnish the Association with a certified copy of the deed (or other instrument) within thirty (30) days after the transfer of ownership.

3.3 Restraint upon Assignment of Membership, Shares, and Assets. The membership of an Owner and the share of a Member in the funds and assets of the Association shall not be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Lot.

ARTICLE 4 – VOTING

4.1 Voting Rights. The Member or Members who are the record owners of each Lot in the Subdivision shall be collectively entitled to one (1) vote for each such Lot. If a Member owns more than one Lot, the Member shall be entitled to one (1) vote for each Lot owned. A vote may not be divided.

4.2 Voting Procedure. All determination of requisite majorities and quorums for all purposes under the Declaration, the Articles of Incorporation, and these Bylaws shall be made by reference to the number of Lots owned by Members entitled to vote. Decisions of the Association shall be made by a simple majority of votes entitled to be cast by Members represented at a meeting at which a quorum is present unless a greater percentage is required by the Declaration, the Articles of Incorporation, or these Bylaws. Votes shall be cast as follows:

(a) If a Lot is owned by one person, the right to vote shall be established by the record title to the Lot.

B. If a Lot is owned by more than one (1) person, then any one (1) of the Owners of the Lot may cast the full vote for it, provided that if more than one (1) Owner of a Lot shall seek to vote for the Lot and the votes conflict, no vote shall be counted for the Lot in that instance and further provided that if a ballot is provided for a vote at a meeting it shall be provided only to the first Owner of the Lot who claims it.

C. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot (who shall be one of the current officers or Directors of the corporation) shall be designated by a certificate signed by the President or Vice President of the corporation and attested by the

Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association at or prior to the meeting.

D. If a Lot is owned by a partnership or limited liability company, the person entitled to cast a vote for the Lot shall be designated by a certificate signed by the general/managing member of the partnership or a managing member of the limited liability company, and filed with the Secretary of the Association prior to the meeting for which the vote is to be cast.

E. If a Lot is owned in trust, its voting representative shall be the trustee, or if the grantor has a right of revocation upon a decedent's death and occupies the Lot, then the grantor or if any beneficiary occupies the Lot, then that beneficiary (and if there are more than one such persons) then they shall have voting rights the same as joint Owners of a Lot as provided herein.

Such certificates shall be valid until revoked or superseded by a subsequent certificate or until a change in the ownership of the Lot. A certificate designating the person entitled to cast the vote of a Lot may be revoked by any Owner of a Lot. If such a certificate is not on file, the vote of such Owner shall not be considered in determining whether a quorum is present or for any other purpose.

4.3 Approval or Disapproval of Matters. Whenever the decision of a Lot owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these Bylaws.

4.4 Proxies. Votes may be cast in person or by proxy. A proxy shall be in writing and signed by the designated voting representative or the owner if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary, prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. If offered, members may participate in meetings or the membership by audio or video conference or other similar means. However, until such time as the law is updated to consider such participation as being "in person," a member attending via audio or video conference or by other similar means must designate a proxy for the purposes of quorum and for voting.

4.5 Method of Voting. Subject to the provisions of the Declaration or Chapter 720, Florida Statutes, voting may be by roll call, voice vote, or by written ballot; provided, however, that whenever written approval is required by the Declaration or Chapter 720, Florida Statutes, or whenever any amendment to the Declaration is proposed, or when any borrowing of funds, pledge,

or other disposition of common properties or assets is proposed, the voting shall be by written ballot. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions, and social business may be determined by "yeas" and "nays," except when any five (5) voting Members, or the chairman, require a roll call vote or vote by written ballot.

ARTICLE 5 – MEMBERS' MEETINGS

5.1 Place. Meetings of the Association Members shall be held at such place as the Board of Directors may designate in the Notice of Meeting. Electronic participation may be permitted as determined by the board of directors.

5.2 Annual Meeting. The annual meeting of the Members shall be held in December. The annual meeting shall be for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members.

5.3 Special Meetings. Special meetings of the Members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from voting Members entitled to cast not fewer than ten (10%) percent of the total number of votes.

5.4 Notice of Annual and Special Meetings. Notice of all Annual and Special meetings of the Members, stating the time, place, and objects for which the meeting is called, shall be given by the President, Vice President, or Secretary. All such notices shall be given in writing to each Member at his address, as it appears on the books of the Association, or as the Member may have otherwise directed in writing, and shall be mailed, emailed or delivered not fewer than fourteen (14) days nor more than sixty (60) days, prior to the date of the meeting. In addition, a notice of each meeting of the membership shall be posted at a conspicuous place within the subdivision at fourteen (14) continuous days prior to the meeting. The notice for any meeting at which assessments against Lot owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Proof of such mailing or delivery shall be given by affidavit of the person giving the notice.

5.5 Waiver of Notice. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of such notice to such Member. A Member's attendance at a meeting shall be deemed a waiver by such Member of notice of the meeting unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at the meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

5.6 Quorum. A quorum shall exist when Members entitled to cast not fewer than ten percent (10%) of all votes are present, either in person, by designated voting representative or by

proxy. Persons attending by phone or other electronic means must submit a proxy to be counted for quorum purposes.

5.7 Adjournment of Meetings. If the Association cannot hold a meeting because a quorum is not present, a majority of the Members who are present may adjourn the meeting to a time at least five (5) but not more than thirty (30) days from the date called for the original meeting. At the reconvened meeting, if the number required for a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Association shall give the Members notice of the date, time and place for reconvening the meeting, as provided herein.

5.8 Order of Business. The order of business at annual meetings of the Members, and as far as practical at other meetings of the members, shall be in similar form to:

- (a) Calling of the roll and certifying of the proxies.
- (b) Proof of notice of the meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of Directors.
- (g) Unfinished business.
- (h) New business.
- (i) Announcements.
- (j) Adjournment.

ARTICLE 6 – ELECTION OF DIRECTORS

6.1. Number. The Affairs of the Association are to be managed by a Board of Directors consisting of seven (7) Directors, all of whom are members of the Association. At the next election after the adoption of these amended Bylaws, the one-half plus one of the successfully elected candidates gaining the highest number of votes shall be elected to a two (2) year term. The remaining candidates gaining enough votes to serve shall be elected to a one (1) year term. At each election thereafter, all Directors shall be elected to serve a two (2) year term.

6.2 Director Qualifications. Every Director shall be at least eighteen (18) years of age and shall be a Member or the designated voting representative for a Lot. A grantor of a trust described in Section 733.707(3), Florida Statutes, or a beneficiary [as defined in Section 737.303(4)(b), Florida Statutes] of a trust which holds title to a Lot shall be eligible to serve as a Director of the Association. A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the association on the day that he or she could last nominate himself or herself or be nominated for the board may not seek election to the Board, and his or her name shall not be listed on the ballot. A person serving as a Board member who becomes more than ninety (90) days delinquent in the payment of any fee, fine, or other monetary obligation to the association

shall be deemed to have abandoned his or her seat on the Board, creating a vacancy on the board to be filled according to law.

6.3 Election of Directors. At least sixty (60) days before a scheduled election, the Association shall mail or hand-deliver, whether by separate Association mailing or included in another Association mailing (including regularly published newsletters) to each Member entitled to vote, a first notice of the date of the election. Any Member or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association of his/her self-nomination not less than forty (40) days before the scheduled election. If furnished to the Association by a self-nominated Director candidate not less than thirty-five (35) days prior to the election, the Association shall include with the mailing of the second notice of election a one-sided candidate information sheet, not larger than 8-½ inches by 11 inches. The Association is not responsible for the content of the candidate information sheet. At least fourteen (14) days before and not more than thirty-four (34) days prior to the election meeting, the Association shall mail or hand-deliver a second notice of the membership meeting to all Members entitled to vote, together with all timely-provided candidate information sheets and a written ballot which shall list alphabetically by surname all Director candidates who timely provided written notice to the Association. The Association shall pay the costs of mailing and copying of the candidate information sheets.

A. Additional written ballots will be available for use by those Members attending the meeting in person. A Member who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance, but no Member shall permit another person to cast his or her ballot, and any such improperly cast ballot shall be deemed invalid.

B. If more persons are timely nominated than there are vacancies to be filled, the election shall be by secret ballot. The nominees receiving the greatest number of votes cast shall be elected. Voting shall be non-cumulative. In the event of a tie vote, there shall be a runoff election as required by law. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. In such a case, the candidates shall automatically be elected and their names announced at the annual members' meeting. It is the intent of this amendment to require this Association's election process to mimic the requirements of a Florida condominium association election, including all balloting requirements as may be contained in state law and by applicable administrative rule.

C. There shall be no quorum requirement for an election of Directors; however, at least ten percent (10%) of the eligible voters must cast a ballot to have a valid election.

D. There shall be no nominations from the floor on the date of the election.

F. Notwithstanding any mailing and/or paper balloting requirements contained herein, under Florida Condominium law or applicable administrative rules, the Association may implement electronic voting pursuant to the requirements of Chapter 720.317, Florida Statutes.

6.4 Vacancies. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

6.5 Removal. Any Director may be removed with or without cause by concurrence of a majority of the votes at a special meeting of the members called for that purpose or by written recall in accordance with state law. Any vacancy in the Board so created shall be filled by the members of the Association at the same meeting unless otherwise provided by law. Any Director shall also be removed upon the majority vote of the Board of Directors if such Director fails to attend three (3) consecutive Board meetings and fails to provide the Board with a legitimate excuse for his absence when requested by the Board. The seat of a Director removed by the Board for his failure to attend Board meetings may be filled by the remaining Board members for the balance of that Director's term.

ARTICLE 7 – BOARD OF DIRECTORS

7.1 Authority. The Association shall be managed and governed by the Board of Directors. Without limiting the generality of the preceding sentence, or any power vested in it by law, the Board of Directors shall have the power to:

(a) To employ, dismiss, control, and contract for personnel and contractors for the administration of the Association, including but not limited to managers, maintenance personnel, attorneys, accountants, and other professionals, by employment or contract, as the Board may determine.

(b) To create and disband such committees as the Board may from time to time determine as reasonably necessary or useful in and about the administration of the Association and to delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the Declaration, Articles of Incorporation and Bylaws. All committees of the Association shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the Board of Directors.

(c) To adopt budgets and make assessments, and to use and expend assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Declaration and these Bylaws.

(d) To grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Association.

(e) To conduct, manage, and control the affairs and business of the Association.

(f) To borrow money and to incur indebtedness for the purposes set forth in the Declaration subject to any limitations contained in the Articles of Incorporation, and to cause to

be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges hypothecations or other evidences of debt and securities therefor. Any borrowing or other indebtedness that exceeds \$20,000.00 shall first be approved by a majority of members voting, in person or by proxy at a meeting duly noticed for this purpose.

(g) To contract for and pay fire, casualty, errors and omissions, blanket liability, the Owners, the Association, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration covering and protecting against such damages or injuries as the Board deems advisable, which may include without limitation, medical expenses of persons injured on the Common Area and Easement Areas, and to bond the agents and employees of any management body, if deemed advisable by the Board. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Association.

(h) To impose fines and suspensions for a violation of the Declaration or Rules and Regulations, the Articles of Incorporation, or these Bylaws. The maximum aggregate fine for a continuing violation shall be \$10,000.00. Fines that may become a lien under the law shall be deemed an assessment under Chapter 720, Florida Statutes, and the Declaration and shall be collected in the same manner.

(i) To enter into contracts for the operation, management, administration and maintenance of the Association and the Common Areas.

(j) To assess late fees and to charge interest for the late payment of assessments.

(k) Exercise all powers, duties, and authority of the Association, including those provided by Chapters 617 and 720, Florida Statutes, the Declaration, the Articles of Incorporation, and these Bylaws, except those expressly requiring a vote of the Members.

7.2 Compensation. The Association shall not compensate a Director or Officer for acting as such. The Association may reimburse any Director or Officer for expenses incurred on the Association's behalf if approved by a majority of the other Directors. In addition, nothing herein shall prohibit the Association from compensating a Director or Officer for services or supplies he or she furnishes to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association. The foregoing also applies to any entity with which a Director or Officer is affiliated.

7.3 Directors Meetings. Meetings of the Board of Directors shall be open to all members and shall be held in accordance with the following provisions:

(a) Organizational Meeting. The organizational meeting of a newly-elected Board of Directors shall be held immediately after the close of the Annual Meeting. The outgoing President shall preside at the organizational meeting until a successor is elected.

(b) Regular Meeting. Regular meetings of the Board of Directors shall be held not less frequently than annually and at such a time and place as shall be determined by the President or a majority of the members of the Board of Directors.

(c) Special Meeting. Special meetings of the Board of Directors may be called by the President (or, if he/she is absent or refuses to act, by the Vice President) and shall be called by the Secretary at the written request of at least two (2) of the Directors.

(d) Notice of Board Meetings. Notice of all meetings of the Board shall be given to each Director, personally or by mail, telephone, fax or email, at least forty-eight (48) hours prior to the day and time named for such meeting, which notice shall state the date, time and place of the meeting. As to special Board meetings, the purpose of the meeting shall be included with the notice to Directors. A Director may waive notice of a meeting before or after a meeting. Except for emergency meetings, notice of a Board meeting shall be posted in a conspicuous place within the Subdivision at least forty-eight (48) hours in advance of the meeting. In lieu of notice of each regular Board meeting, the Board may post or publish a schedule of upcoming Board meetings. The notice requirements hereof shall not apply to the organizational meeting of the Board nor in the event of an emergency, that is, circumstances such that damage to persons or property or other material interests of the Association would occur by a delay of forty-eight (48) hours. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment.

(e) Special Notice of Certain Board Meetings. A nonemergency special assessment may not be levied at a Board meeting, nor may any rule regarding the use of Lots in the Subdivision be adopted, amended, or revoked unless a written notice of the Board meeting is provided to all Members at least fourteen (14) days before the meeting, which notice includes a statement that a special assessment will be considered at the meeting and the nature of the special assessment or that a rule regarding Lot use will be considered at the meeting and the nature of that action.

(f) Quorum of Board. At all Board meetings, 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 Board's decision, unless these Bylaws or the Declaration specifically provide otherwise. A meeting at which a quorum is initially present may continue, notwithstanding the withdrawal of Directors, if at least a majority of the required quorum for that meeting approves any action taken.

(g) Actions without Proper Notice. Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (i) a quorum is present, and (ii) either before or after the meeting each Director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes.

(h) Telephonic Participation. Members of the Board may participate in a Board meeting by means of telephone or other electronic means, through which all persons participating in the meeting can hear each other at the same time. Participation in this manner shall constitute presence at the meeting for all purposes. Participants attending by electronic means may vote by electronic transmission.

(i) Adjourned Meetings. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than one (1) nor more than thirty (30) days from the date of the original meeting. 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.

(j) Presiding Officer. The presiding officer of Directors' meetings shall be the President. In the absence or disability of the President, the Vice-President shall exercise and perform the duties of the President. In the absence of both the President and Vice-President, the Directors present shall designate one of their number to preside.

(k) Vote. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election and removal of officers.

(l) Comments. Comments from the floor by Members who are not Directors may be invited and permitted by the President whenever the President deems it appropriate or by vote of the Board of Directors; either with respect to the subject matter being discussed or on other issues, and shall also be allowed when required by law.

(m) Minutes. Minutes of all meetings of the Members of the Association and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon by each Director present at a Board meeting must be recorded in the minutes.

(n) Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof, shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes or to create a quorum. Directors may join in minutes under this section only after an open meeting, for the purposes herein provided.

ARTICLE 8 – OFFICERS

8.1 Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors. Each executive officer of the Association shall be a Director of the Association. Any person may hold two or more offices, except that the President shall not also be the Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers

and duties as the Board shall find to be required to manage the affairs of the Association. Any officer may be peremptorily removed by vote of the Directors at any meeting.

8.2 President. The President shall be the chief executive officer of the Association and shall have all the powers and duties usually vested in the office of president of a homeowners association, including but not limited to the power to appoint advisory committees as the President may deem appropriate to assist in the conduct of the affairs of the Association. The President shall serve as chairperson at all Board and Membership meetings, except that the President may designate another person to serve as chairperson. The President shall see that all orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and promissory notes and may affix the corporate seal as may be required on any document.

8.3 Vice President. The Vice President shall, in the absence of the President or during periods in which the President is unable to perform the duties of the office, perform the duties of the President. If the President shall be removed or resign, die, become legally incompetent, or be unable permanently to perform his/her duties as President, the Vice President shall succeed to the Presidency, and a Vice President shall be elected by the Board of Directors. In addition, the Vice President shall generally assist the President, exercise such other powers, and perform such other duties as shall be prescribed by the Board of Directors.

8.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members and shall attend to the giving and serving of all notice to the Members and Directors, and other notices required by law and the governing documents. In addition, the Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an Association, as may be required by the Directors or the President. The Assistant Secretary, if such office is created, shall perform the duties of the Secretary, when the Secretary is absent.

8.5 Treasurer. The Treasurer shall be responsible for all property of the Association, including funds, securities, and evidence of indebtedness; shall ensure that the financial books of the Association are kept in accordance with Florida Statutes and good accounting practices; cause an annual review of the Association books at the completion of each fiscal year; and shall perform all other duties incident to the office of Treasurer.

8.6 Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary/Treasurer. 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, acceptance of such resignation shall not be necessary to make it effective.

8.7 Delegation of Functions and Reimbursement. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions. Upon request, the

Association may reimburse a Director or officer for reasonable expenses incurred on behalf of the Association.

ARTICLE 9 – COMMITTEES

9.1 Appointment and Removal. In addition to the authority of the President, the Board of Directors may by resolution create committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may with or without cause remove committee members.

9.2 Minutes. All committees shall keep minutes of their meetings. Minutes shall be provided to the Secretary and shall be maintained as an official record of the Association.

9.3 Term of Office. Each member of a committee shall continue as such until the next annual membership meeting and until his or her successor is appointed unless the committee is terminated sooner or the member is removed from the committee, the member resigns, or unless such member shall cease to qualify as a member thereof.

9.4 Quorum. Unless otherwise provided in the resolutions of the Board of Directors designating the committee, a committee may meet only when a quorum (a simple majority) is present. The act of a majority of the members present at a committee meeting at which a quorum is present shall be the act of the committee.

9.5 Scope and Rules. Each committee shall abide by the scope and stated purpose of the committee as defined by the President or Board of Directors, and may adopt rules for its operation not inconsistent with these Bylaws and with rules adopted by the President or Board of Directors.

9.6 Reports and Action. Every committee shall report its findings directly to the Board of Directors. A committee may not take action on behalf of the Association and the Board of Directors unless the Board adopts a written resolution specifically empowering the committee to take such action.

9.7 Vacancies. Vacancy in the members of any committee may be filled by the Board of Directors or President, as applicable, in the same manner as provided in the case of original appointments.

ARTICLE 10 – INDEMNIFICATION

Every Director, Officer and Committee Members of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him or her in connection with any proceeding or the settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a Director , Officer or Committee Member of the

Association, whether or not he or she is a Director, Officer and Committee Member at the time such expenses are incurred, except when the Directors or officer is adjudged-guilty of willful and wanton misfeasance or malfeasance in the performance of his duties provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights-to which such Director or officer may be entitled.

ARTICLE 11 – FINANCES

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

11.1 Fiscal Year. The fiscal year of the Association shall be as designated by the Board of Directors.

11.2 Accounting. Receipts and expenditures of the Association shall be credited and charged to accounts under the following general classifications, as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current Expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves. The balance in this fund at the end of each year shall be applied to reduce the regular assessment for current expenses for the succeeding year or to fund reserves. The current expense classification shall be detailed and shall include, but not be limited to, the following subclassifications where applicable:

- (i) Administration of the Association.
- (ii) Management fees.
- (iii) Maintenance.
- (iv) Insurance.
- (v) Security provisions.
- (vi) Operating capital.
- (vii) Contingency funds for advancement of special and service assessments.
- (viii) Other expenses.

(b) Reserves for Deferred Maintenance. Reserves for deferred maintenance are optional.

(c) Additional Accounts. The Board may establish additional accounts for specifically authorized improvements, or other categories consistent with accepted accounting practices.

11.3 Budget. The Board of Directors shall adopt an annual budget. A copy of the proposed budget shall be mailed to the owners not less than fourteen (14) days prior to the date of the meeting at which the proposed budget is to be considered. The annual budget shall be funded by an annual assessment paid in one (1) lump sum payment for the year for which the assessment is made. Late fees and interest may be charged on delinquent payments. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors or a special assessment may be levied as provided in the Declaration.

11.4 Depository. The funds of the Association may be kept in such bank or banks, savings and loan association or other federally insured depository or depositories as shall be designated from time to time by the Board of Directors. Withdrawal of funds from such accounts shall be only by electronic transfers approved by or checks or other appropriate instruments signed by such persons as are authorized by the Board of Directors.

11.5 Financial Report. A complete financial report of the actual, total receipts of assessments and other funds received by the Association, and an itemized listing of the expenditures made by the Association shall be made annually in the manner required by law, and a copy of the report shall be furnished to each member not later than sixty (60) days following the year for which the report is made.

11.6 Board of Directors Insurance. Unless the members vote to forego pursuant to Section 720.3033, Florida Statutes, fidelity bonds or proper liability insurance shall be required by the Board of Directors from all persons authorized to sign checks or otherwise disburse or withdraw Association funds. The bonds or liability insurance shall be determined by the Directors, shall protect the Association against theft or embezzlement of the maximum amount of funds held by the Association at any time and shall in no event be less than one-half of the total annual assessment. The premiums on such bonds shall be paid by the Association as a common expense.

ARTICLE 12 – PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall guide the conduct of the Association and Directors' meeting when not in conflict with the Governing Documents or state law. A deviation from Robert's Rules of Order (latest edition) shall not invalidate an otherwise properly approved action.

ARTICLE 13 – RECORDS

13.1 Inspection and Copying of Records. Any member wishing to inspect or make copies of the Official Records of the Association must submit a written request to the Secretary not less than ten (10) business days preceding the date upon which the inspection is to be made. The request must state which record or records are to be inspected and must be signed and dated by the person requesting the inspection. The member making the inspection will be charged for the costs of the inspection, including the costs of supervising the inspection, and any copying costs.

13.2 Recording. Any Lot Owner may tape record or videotape meetings of the Board or Membership. Tape recording and videotaping of a meeting shall be in compliance with such reasonable rules as may be adopted, in writing, by the Board. Video and audio recordings shall not be posted to any social media or internet website without prior written Board approval.

13.3 Member Information. Members are responsible for supplying to the Association all information necessary to maintain and keep current the records of the Association. The records of the Association shall include information required by Homeowners' Association Act and records necessary for effective operation of the Association. Members shall reply to requests for information from the Association within thirty (30) days of receipt.

ARTICLE 14 – AMENDMENTS

These Bylaws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting an amendment to these Bylaws may be proposed by the President, Board of Directors of the Association or by ten percent (10%) of the Members of the Association petitioning for a Membership meeting. Upon any amendment or amendments to these Bylaws being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in his absence, and a Meeting of the Members of the Association shall be called not later than sixty (60) days from the receipt by him of the proposed amendment or amendments.

(c) Except as elsewhere provided, an amendment must be approved by at least a majority of those Members voting, in person or by proxy, at a meeting held for such purpose.

(d) **Limitation and Recording.** As elsewhere provided, however, no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of Members without approval in writing by all Members so affected. No amendment shall be made that is in conflict with the Declaration. Amendments to these Bylaws shall become effective upon recordation unless a later effective date is specified therein.

ARTICLE 15 – RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt, amend, or add to rules and regulations governing the operation and use of the property. Such rules and regulations may be rescinded at any annual or special meeting of the members upon the approval of not less than a majority of the members voting, in person or by proxy, at a meeting duly noticed for such purpose.

ARTICLE 16 – CONSTRUCTION AND CAPTIONS

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

ARTICLE 17 – DOCUMENT CONFLICT

If any irreconcilable conflict should exist or hereafter arise, the documents shall take precedence and prevail in the following order: (1) Declaration; (2) Articles of Incorporation; (3) Bylaws; and (4) Rules and Regulations.