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## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TOWNHOMES AT HIGHLAND CROSSING**

**THIS DECLARATION** is made on the date hereinafter set forth by **TOWNHOMES AT HIGHLAND CROSSING, LLC, a Florida limited liability company**, hereinafter referred to as the "Developer".

**WHEREAS**, the Developer is the owner of the land described in **Exhibit "A"** attached hereto, which it intends to develop under the name: "TOWNHOMES AT HIGHLAND CROSSING" to be used for multi-family residences with fee simple ownership with common areas for recreation and other needs ;and

**WHEREAS**, the Developer desires to provide covenants, conditions and restrictions concerning the use of the property encumbered by this Declaration of Covenants and Restrictions for Townhomes At Highland Crossing (the "**Declaration**").

**NOW, THEREFORE**, for and in consideration of the premises and for other good and valuable consideration, Developer, for itself and its successors, grantees and assigns, does hereby restrict the use, as hereinafter provided, of all the property and improvements now included or to be constructed in the future on the property described in **Exhibit "A"** (being hereinafter sometimes referred to as the "Land"), and does hereby place upon the Land the following Covenants to run with the title to the Land, and the grantees, their heirs, successors and assigns, of and under any deed conveying the Land, or any parts or portions thereof, shall be deemed, by the acceptance of such deed, to have agreed to all of the Covenants and to have covenanted and agreed to observe, comply with, and be bound by the Covenants, Conditions and Restrictions hereinafter set forth.

### **ARTICLE I • DEFINITIONS**

**Section 1.01.** The following words and terms, when used in this Declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise), shall have the following meanings:

(a) **"Articles"** means the Articles of incorporation of the Association, a copy of which is attached as **Exhibit "B"**.

(b) **"Assessment"** means any periodic assessment, special assessment or other charge as described in Article VIII.

(c) **"Association"** shall mean and refer to TOWNHOMES AT HIGHLAND CROSSING HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation, together with its successors, legal representatives and assigns.

(d) **"Board"** or **"Board of Directors"** shall mean and refer to the Board of Directors of the Association.

(e) **"Bylaws"** shall mean and refer to the Bylaws of the Association, as same may be amended from time to time, a copy of which is attached as **Exhibit "C"**.

(f) **"Common Area"** shall mean all of that property owned or to be owned by the Association for the common use and enjoyment of members of the Association, including, but not limited to, streets, roads, signage, sidewalks, landscape, irrigation system, privacy walls and fences, and elements of the Surface Water Management System.

(g) **"Covenants"** shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.

(h) **"Declaration"** shall mean and refer to this Declaration, together with any supplements or amendments hereto.

(i) **"Developer"** or **"Declarant"** shall mean and refer to TOWNHOMES AT HIGHLAND CROSSING, LLC, a Florida limited liability company, together with its successors, legal representatives, grantees and assigns, including the purchaser of its interest at a foreclosure sale. Any rights specifically reserved to TOWNHOMES AT HIGHLAND CROSSING, LLC, a Florida limited liability company, in any instrument of conveyance shall not inure to the benefit of its successors or assigns, unless such rights are assigned by TOWNHOMES AT HIGHLAND CROSSING, LLC, a Florida limited liability company, in a recorded instrument to such successor or assignee, or such successor or assignee accepts the obligations of Developer.

(j) **"Development"** shall mean TOWNHOMES AT HIGHLAND RIDGE, a residential community, located in Dunedin, Pinellas County, Florida on the real property described in **Exhibit "A"** attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association or encumbered by this Declaration.

(k) **"Dwelling"** or **"Dwelling Unit"** shall mean and refer to a single-family residence constructed and located on a Lot. The word Dwelling may, when the context so requires, be used interchangeably herein with the words Lot and Unit.

(l) **"First Mortgagee"** shall mean and refer to any institutional lender who holds a first mortgage on a Lot or Dwelling Unit and who has notified the Association



in writing of its interest in the Lot or Dwelling Unit.

(m) **"Institutional Lender"** shall mean and refer to one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, pension funds or business trust, including, but not limited to, real estate investment trusts, governmental institution and any other lender engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution which has insured the loan of the lender, or any combination of the foregoing entities.

(n) **"Land"** shall mean and refer to all of the lands and improvements described in **Exhibit "A"** and any additions or amendments thereto.

(o) **"Limited Common Area"** shall mean any portion of the Common Area, the exclusive use of which has been assigned as an appurtenance to a specific Unit, such as a parking space.

(p) **"Lot"** shall mean and refer to any area of real property, which is included in **Exhibit "A,"** and is designated as such on a recorded Plat or conveyed by the Developer to an Owner, whether or not said Lot is improved with a Dwelling Unit. A Lot may include any portion or portions of any other Lots designated and described on the Plat when intended to be used together for one Dwelling. The word "Lot" may, when the context so requires, be used interchangeably herein with the words "Unit" or "Dwelling".

(q) **"Member"** shall mean and refer to those Owners entitled to membership as set forth in Article VII.

(r) **"Notice"** shall mean and refer to:

(i) Written notice delivered personally or mailed to the last known address of the intended recipient, in the manner set forth in the Bylaws of the Association; or

(ii) Notice published at least once each week for two consecutive weeks in a newspaper having general circulation in Pinellas County, Florida; or

(iii) Notice given in any other manner provided in the Bylaws of the Association.

(s) **"Owner"** or **"Land Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, which is a part of the "Land".

(t) **"Plat"** shall mean and refer to any recorded or unrecorded subdivision map or maps of all or a portion of the Land.

(u) **"Regulations"** shall mean and refer to any rules or regulations respecting the use of the Land that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

(v) **"Unit"** shall mean and refer to a single-family Dwelling Unit situated upon the Land. The word "Unit" may, when the context requires, be used interchangeably herein with the words "Lot" or "Dwelling."

(w) **"Surface Water Management System"** shall mean and include, and is not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, wetland mitigation areas., under drains, outfall structures and related appurtenances.

## ARTICLE II -RESTRICTIONS

**Section 2.01 – Lots.** Units shall be used for residential purposes only. No buildings or other improvements at any time situate on any Lot shall be used for any business, commercial, amusement, school, clubhouse, charitable, philanthropic, or manufacturing purposes, or as a professional office. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation.

**Section 2.02 - Vehicular Parking.** No vehicle shall be parked on any part of the Land, except on paved parking spaces or in garages. No commercial vehicles, except those present on business, and no trailers, boats, trucks, (except sport utility vehicles), recreational vehicles, mobile homes or motorcycles may be parked in the Development unless parked inside garages and concealed from public view or as are approved by the Association. All vehicles parked within the Development must be in good condition and repair, and no vehicle, which does not contain a current license plate or which cannot operate under its own power shall be parked within the Development for more than twenty-four (24) hours, and no major repair of any vehicle shall be made within the Development, except if done inside the garage of the Unit.

**EACH PAVED DRIVEWAY THAT ADJOINS A UNIT SHALL BE LIMITED COMMON AREA APPURTENANT TO THAT UNIT AND THE EXCLUSIVE USE OF WHICH SHALL BE RESERVED TO THE OWNER OF SAID UNIT AND GUESTS AND INVITEES, SUBJECT TO RULES AND REGULATIONS THAT MAY BE ADOPTED BY THE ASSOCIATION FROM TIME TO TIME. NO GARAGE SHALL BE PERMANENTLY ENCLOSED OR CONVERTED TO A USE OTHER THAN FOR THE PARKING OF VEHICLES WITHOUT THE SUBSTITUTION OF ANOTHER ENCLOSED GARAGE UPON THE LOT AND THE APPROVAL OF THE ASSOCIATION. ALL GARAGE DOORS SHALL REMAIN CLOSED EXCEPT WHEN ENTERING OR EXITING THE GARAGE.**



**Section 2.03 - Unit Plates and Mailboxes.** The size, location, design, style and type of material for each such mailbox and number of the residence shall be as designated by Developer or approved by the Architectural Review Board. Except for name plates of uniform size and design approved by the Architectural Review Board, no Owner may cause any name plate to be affixed to any Unit, which may be seen from the Common Area. Notwithstanding the foregoing, the Developer or the Association may, at its discretion, install one or more common mailboxes for the use by individual Lots in the Common Area, and, in which event, individual mailboxes shall not be installed on each lot.

**Section 2.04- Signs.** Except for one "For Sale" sign not to exceed 2 by 3 feet in size and installed in the ground and not attached to a building. No sign of any character shall be displayed or placed upon any Lot, except as such may be approved by the Architectural Review Board. The Association may enter upon any Lot and summarily remove and destroy any signs erected in violation of this paragraph.

**Section 2.05 - Aerials/Dishes.** No exterior radio or television mast, tower, pole, wire, aerial, satellite receiving station or dish, antenna or appurtenances thereto, nor any other exterior electronic or electromagnetic radiation equipment, structures, devices of any kind shall be installed or maintained on the exterior of any Dwelling or on any portion of any Lot, except as may be approved by the Architectural Review Board. Notwithstanding the foregoing, Unit Owners are permitted to have a video antennae device or DBS satellite dish in accordance with the Federal Communications Commission (FCC) Rules Governing Over the Air Reception Devices (OTARD) and these regulations which are as follows:

(a) No dish may exceed 18" in diameter. Diameter is measured across the widest part of the dish or any other antennae device.

(b) The dish must only be installed within the Dwelling including any balcony or porch appurtenant thereto. It is prohibited to install the dish or device on the roof, on outside walls of the building, outside windowsills or other common areas or on the balcony or porch railing. The dish or device must be secured in such a manner that it will not become dislodged.

(c) The dish or device must meet the technical requirements of having a clear, unobstructed view of the Southwestern sky to receive the signals necessary for viewing television programming. The dish or device may not be installed in any way so as to extend beyond the outside of the balcony or porch railing for the purpose of positioning the dish or device to receive a clear and unobstructed view of the southwestern sky.

(d) In compliance with the FCC's OTARD rules the Association advocates that unit owners have such dish or device installed by a professional installer. Installation should include the use of a Flat Link or Glass Link cable as the connecting device that will permit the closing of doors while at the same time permitting transmission of the video signal.

(e) In accordance with the FCC rules and regulations regarding the illegal use of inside cable wiring and signal leakage, and in accordance with the compliance restrictions imposed by the Association's current video (cable) operator; the cable extending from the dish, device or dish set top receiver shall not be connected to any existing cable outlets or

external cable access boxes in the unit or elsewhere on the premises.

**Section 2.06 - Electrical Interference.** No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Dwelling which causes interference with normal telephone, television or radio reception of any other Dwellings.

**Section 2.07 - Animals.** No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry or guineas shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. No pit bull terriers or other animals considered a dangerous breed by governmental ordinance are permitted within the Development. However, household pets may be kept on a single Lot for the pleasure and use of the occupants provided that no more than two (2) such pets are allowed to be maintained at any given time on a Lot or in a Unit, and, provided further, that if any of such pets shall, in the sole and exclusive opinion of the Association, become dangerous or an annoyance or nuisance in the Development, the consent may be withdrawn and they may not thereafter be kept in the Development. Tropical fish within a Dwelling Unit shall not count against the two (2) pet limitation.

**Section 2.08 - Nuisances.** No illegal, noxious or offensive activity shall be permitted or carried on any part of the Land or Development, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood or Development. No Occupant may play or suffer to be played any musical instrument, tape player, CD player, phonograph, radio, television or other similar electronic device in a Unit between the hours of 11:00 P.M. and the following 8:00 A.M., if the same shall in any manner disturb or annoy the other occupants of the Development. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Land. No bicycles, cars, trucks, vehicles, tricycles, scooters, wagons, carriages or other items of personal property shall be parked or permitted to stand for any period of time on the Common Area, except in areas designated for such use by the Association.

**Section 2.09 - Occupancy.** No unit in this Development shall be permanently occupied by more than two individuals per bedroom.

**Section 2.10 - Clothes Lines.** There shall be no exterior clothes lines or clothes poles erected, and no outside clothes drying is permitted, except where such activities are advised or mandated by governmental authorities for any energy conservation purposes, in which event the Association shall have the right to approve the portions of any Lot used for outdoor clothes drying purposes and the types of devices to be employed in this regard, which approval must be in writing. No clothing, bedding or other similar items shall be hung over or on any windows, doors, walls or fences if the same is visible from any street.

**Section 2.11 - Mechanical Equipment.** Except where installed by the Developer, all exterior mechanical equipment, including, but not limited to, transformers, vents, air conditioning compressors, pool pumps, meters, storage tanks, including, but not limited to, those used for the storage of water, gasoline, oil or other liquid or any gas, and the



like, shall be located in the rear of the Unit and concealed from public view by walls of the same material and color as the building exterior or by an opaque landscaping screen. No solar heater shall be allowed or visible from any street unless otherwise approved by the Architectural Review Board.

**Section 2.12 - Regulations.** Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Developer or the Association as successor to the Developer in the manner provided by the Articles of Incorporation and Bylaws. Copies of the Rules and Regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Land upon request.

**Section 2.13 - Mining.** No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

**Section 2.14 - Casualties.** In the event a Dwelling or any part thereof is damaged or destroyed by fire, casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or in the case of the Common Area, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

**Section 2.15 - Reconstruction.** Any repair, rebuilding or reconstruction on account of casualty or other damage to any Dwelling or Common Area, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed except as may be modified to comply with the then current building codes, or with new plans and specifications approved by the Association.

**Section 2.16 - Lighting.** All exterior lighting shall be consistent with the character established by the Developer for the Development or as approved by the Architectural Review Board and shall be limited to the minimum necessary for safety, identification and decoration. The exterior lighting of buildings for security or decoration shall be of a style and type compatible with the building design and materials. The source of lighting shall not be visible from streets or other Common Areas and no colored lenses or lamps are permitted.

**Section 2.17 - Refuse and Garbage.** All garbage and refuse shall be placed in containers or receptacles supplied by the designated trash collection company and all wet garbage or loose trash deposited in said receptacles shall first be placed in suitable bags, which shall be securely tied. All garbage containers shall be kept in the Owner's garage, except for the time necessary to enable pick up by authorized waste collection.

**Section 2.18 - Exterior Alterations.** No Owner, other than the Developer, may change, touch up or modify the exterior of the Dwelling on a Lot, including painting, without the prior written consent of the Architectural Review Board.

**Section 2.19 - Window Treatments.** Window treatments shall consist of draperies, blinds, shutters or other tasteful window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner moves into a Unit or when permanent window treatments are being cleaned or repaired.

**Section 2.20 - Southwest Florida Water Management District.** The Development is subject to certain regulations of the Southwest Florida Water Management District ("SWFWMD") regarding surface water management to the requirements of the permit issued by SWFWMD for this Development. Construction of Dwellings or other structures must comply with the construction plans for the surface water management system of the Development pursuant to Chapter 40D - 4, F.A.C., which is approved and on file with SWFWMD.

**Section 2.21 - Amendments and Modifications by Developer.** Notwithstanding any provisions of these restrictions to the contrary, the Developer, its successors and designated assigns, reserves the right, until such time as the Developer relinquishes control of the Architectural Review Board as provided hereafter, to amend, modify or grant exceptions or variances from any of the restrictions set forth in this Article II without notice to or approval by any Owners of the Development or the Association.

**Section 2.22 - Basketball Goals.** A permanent installation of a basketball goal and hoop is prohibited on any Lot without the approval of the Association. The use of temporary goals and hoops is permitted provided that at the end of each day the device is relocated to inside the Dwelling and is not visible from the exterior of the Dwelling.

**Section 2.23 - Planting and Landscaping.** No Owner shall have any right to plant any bush, tree, shrub, flowers, plants or other type of landscaping of any type on their Lot outside of the Dwelling.

**Section 2.24 - Gates.** It is not contemplated, at this time, that a gate or gates will be constructed within the Development to limit access to the Development. If any such gates are subsequently constructed then any and all such gate or gates along with any fences that are erected around the perimeter of the Development shall be maintained by the Association. Owner, their licensees, invitees and guests hereby waive and release the Association and Developer from any liability, claim or cause of action whatsoever arising out of, related to or in connection with any unauthorized or improper entry into the Development by any means whatsoever, including but not limited to the failure to close, lock or maintain the gate or fence or from any person, vehicle, entity, service person or vehicle being delayed or prevented from entering the Development or being able to arrive at any Lot or otherwise assist any Owner.

**Section 2.25 - Ordinances.** Every Owner, their licensees, guests, invitees and tenants, shall at all times abide by all governmental ordinances, including, but not limited to, ordinances with regard to pets and leashes, parking ordinances, and ordinances regarding conduct.



**Section 2.26 – Firearms and Projectiles.** No firearms, air guns, fireworks, explosive devices, BB guns, slingshots, projectiles or like devices shall be discharged or fired within the Development.

**Section 2.27 - Above Ground Pool.** No above ground swimming pool shall be permitted on any Lot. This restriction shall not be applicable to inflatable pools of a temporary nature.

**Section 2.28 -Proviso.** Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association nor the use of the Land shall interfere with the completion of the contemplated improvements and the sale of the Lots and Units. Developer may make such use of the unsold Lots, Units and Common Area without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, construction office, models, the showing of the Land and the display of signs and the use of Lots as parking lots, notwithstanding anything contained herein to the contrary.

### **ARTICLE III - UTILITIES, EASEMENTS AND ROADS**

**Section 3.01 - Easements.** Perpetual easements (herein called "**Easements**") for the installation or maintenance of utilities, including storm sewer, sanitary sewer, gas, electricity, water, telephone, cable television and other utilities of every kind and nature now or hereafter constituting utilities (herein generally referred to as "**Utilities**") conservation areas and drainage areas are hereby reserved to the Developer in and to all utility easement, conservation and drainage easement areas (herein called "**Easement Areas**") shown on the Plat, which Easements shall include, without limitation, the right of reasonable access over Lots to and from the Easement Areas; and the Developer shall have the right to convey such Easements on an exclusive or nonexclusive basis to any person, corporation or governmental entity (herein called "**Utility Providers**") and who shall furnish Utilities or services to the Development. Neither the Easement rights reserved pursuant to this paragraph, nor as shown on the Plat, however, shall impose any obligation on the Developer to maintain such Easement Areas or to install or maintain the Utilities or any retention or detention areas (hereinafter defined), nor any pipes, lines, culverts, channels or other facilities or improvement that may be located on, in or under such Easements, or which may be served by them within Easement Areas. No structure, irrigation system, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the Easement Areas or any Utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any Easement Area, or which may reduce the size of any water retention areas (herein referred to as "**Retention or Detention Areas**") which are shown on the Plat or which may be constructed in such Easement Areas.

**Section 3.02 -Roads and Access Easement.** Developer hereby grants and conveys to the Owner of each and every Lot in the Development, their heirs, personal representatives, successors and assigns, a perpetual, non-exclusive easement appurtenant to each Lot within the Development for the purpose of ingress and egress by pedestrian and vehicular traffic



over and across each and every road as defined hereafter; reserving, however, unto the Developer the unrestricted right to grant like non-exclusive easements over the same roads and to grant easements for utilities to utility companies and public bodies for public utility services within the Development in the same roads which are subject to this grant. The term **“road”** as used herein to describe the servient tenement which is impressed with the easement shall include all roads, lanes, streets, drives, sidewalks and paths as the same may be shown on the Plat or exist from time to time over, through, across and upon the Land, as the same may from time to time be paved and intended for such purposes. Ownership by Developer of both the Lots benefited by the easement granted and created herein and of the roads, which are subjected to said easement shall not cause any merger or impairment of said easement. Every deed from Developer of any Lot in the Development shall automatically carry with it as an appurtenance to such Lot the easement hereby created, whether or not specifically mentioned in any such deed, and this easement shall thereafter run with title to said Lot in perpetuity.

**Section 3.03 - Easement for Governmental, Health, Sanitation and Emergency Services.** A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency service, such as fire, ambulance and rescue services, for the purpose of ingress and egress of pedestrian or vehicular traffic over and across the Common Area and each Lot

**Section 3.04 - Reciprocal Easements.** There shall be reciprocal, appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, or between adjacent Lots, or both, for lateral and subjacent supports; for electrical, plumbing, sewer, telephone, cable, drainage and other convenience or utility servicing more than one Lot; for overhanging roofs, eaves, sills, footings, balconies, decks, chimneys, cornices, bay windows and light fixtures installed by the Developer and for replacement thereof; and for encroachments caused by the willful construction, reconstruction, repair, settling or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. The extent of said easements for lateral and subjacent supports and for overhangs shall be that reasonably necessary to effectuate the purposes thereof; and said easements of encroachment shall extend to a distance of not more than four (4) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if same is caused by the willful misconduct on the part of an Owner, tenant or the Association. Notwithstanding anything contained herein to the contrary, should electrical, plumbing, sewer, telephone, cable or other utility service to a Lot cross through or under another Lot (Adjacent Lot) and be in need of repair or replacement, this said repair or replacement shall not occur in the Easement in the Adjacent Lot if said repair or replacement would in any way damage or interfere with the use and enjoyment of the improvements erected on said Adjacent Lot. In such event, the utility service shall be relocated in the Common Area.

**Section 3.05-Easement for Maintenance.** The Developer hereby reserves to itself and grants to the Association a non-exclusive, perpetual easement as to the Land and any Lot to the extent reasonably necessary to discharge its duties of maintenance under this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit.



## ARTICLE IV - PROPERTY RIGHTS

**Section 4.01 - Owners' Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights of the Developer reserved herein and subject to the following provisions:

(a) The right of the Association to levy annual and special assessments and other fees for the use of any recreation facility, if any, situated upon the Common Area.

(b) The right of the Association to suspend the voting rights of a Member for any period during which any assessment against his Lot or Unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Notwithstanding anything contained herein to the contrary, assessments shall continue during any suspension period.

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

(d) The right of the Association, in accordance with its Articles and its Bylaws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of two-thirds (2/3) of each class of Members to mortgage said properties. Said mortgage shall be subordinate to the Members' rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the Members hereunder shall be fully restored; provided that under no circumstances shall the rights of the Members of ingress, egress and parking be affected.

(e) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against an attempted foreclosure.

(f) The right of the Association to grant access to police, fire and other public vehicles.

(g) The right of the Developer, without approval of the Association or the Membership, to dedicate easements and rights-of-way over the Common Areas in accordance with the terms of this Declaration.

(h) The right of the Association to adopt and enforce at any time rules and regulations governing the use of the Common Area and all facilities situated thereon, including the right to assess late fees against Members as provided hereafter, which rules and regulations shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(i) The right of the Developer to complete construction of and installation of all roads, sewer lines, water lines, storm water drainage and other utilities.

**Section 4.02 - Delegation of Use.** Any Member may delegate their right of enjoyment to the Common Area and facilities to the Members of his family, to their guests and to tenants, subject to such rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any Member to pay assessments as provided in Article VIII.

**Section 4.03-Limitation Upon Use of Common Areas.** No Owner may plant, erect or maintain any fences, hedges, walls or other improvements upon the Common Area. The Board of Directors of the Association may establish reasonable rules and regulations concerning the use of the Common Area.

**Section 4.04 - Density Reservation.** THE LAND MAY HAVE MORE DENSITY UNITS ALLOCATED TO IT THAN THE DEVELOPER INTENDS TO CONSTRUCT. ANY EXCESS OR UNUSED DENSITY UNITS OR DENSITY ALLOCATION IS RESERVED TO DEVELOPER EXCLUSIVELY AND IS FREELY TRANSFERABLE OR MAY BE UTILIZED BY DEVELOPER WITHOUT ANY CONSENT OF THE ASSOCIATION OR ANY OWNER. THE ASSOCIATION AND OWNERS SHALL HAVE NO RIGHTS WHATSOEVER IN ANY UNUTILIZED DENSITY. NO FUTURE AMENDMENT OR MODIFICATION OF THIS PROVISION SHALL BE BINDING ON THE DEVELOPER WITHOUT THE DEVELOPER'S WRITTEN CONSENT.

**Section 4.05 - Service Provider Limitations.** Agreements will or may exist for various services with various entities for various services such as Bulk Standard Services including cable channel video services. In each case the provider shall have certain rights of access to install repair and replace, monitor equipment in connection with its services. All Owner's rights are subject to these agreements and the easements and rights granted to each provider therein and each owner shall comply with the same and acknowledges that the Lot, Unit and Owner's rights are subject to the same.

#### **ARTICLE V - ARCHITECTURAL CONTROL**

**Section 5.01 - Members of the Board and Term of Office.** The Association shall have an Architectural Review Board (the "ARB") consisting of three (3) members. The Developer shall be entitled to appoint the initial members to the ARB and replacements thereof until such time as the Developer has approved the plans and construction of improvements for the last Dwelling to be constructed on the Land. Thereafter, each member of the ARB shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, *as* provided herein. The Board of Directors shall have the right to appoint and remove (either with or without cause) any and all members of the ARB at any time, except for members of the ARB appointed by the Developer.



**Section 5.02 • Review of Proposed Construction.**

(a) Except for the exemption in Section 9 below no building, fence, wall or other structure or improvement (including landscaping) shall be commenced, painted, erected or maintained on the Land, nor shall any addition, change or alteration visible from the exterior be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the ARB.

(b) The ARB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will:

i) assure harmony of external design, materials and location in relation to the surrounding buildings and topography within the Development; and

(ii) protect and conserve the value and desirability of the Development as a residential community; and

(iii) be consistent with the provisions of this Declaration; and

(iv) be in the best interest of the Association and maintain the value and desirability of the Development as a residential community; and

(v) comply with such other specific designing criteria that the ARB may adopt.

(c) The ARB may condition its approval of proposals and plans and specifications as it deems appropriate and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARB may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ARB may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors.

(c) Until receipt by the ARB of all required plans and specifications, the ARB may postpone review of any plans submitted for approval. The ARB shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such thirty (30) day period, said plans shall be deemed approved.

(d) The ARB herein shall be the ultimate deciding body and its decisions shall take precedence over all others. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

**Section 5.03 -Meetings of the ARB.** The ARB shall meet from time to time as necessary to perform its duties hereunder. The ARB may from time to time, by resolution unanimously adopted in writing, designate any ARB representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the ARB, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two (2) members of the ARB shall constitute an act of the ARB.

**Section 5.04 -No Waiver of Future Approvals.** The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval or consent.

**Section 5.05- Compensation.** The members of the ARB shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The ARB, however, shall have the power to engage the services of professionals to serve as members of the ARB for compensation for purposes of aiding the ARB in carrying out its functions.

**Section 5.06 - Inspection of Work and Occupancy.** Inspection of work and correction of defects therein and permanent occupancy of a Dwelling shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article V, the applicant (**the "Applicant"**) shall give written notice of completion to the ARB.

(b) Within thirty (30) days after receipt of the notice of completion, the ARB or its duly authorized representative may inspect such improvements. If the ARB finds that such work was completed in substantial compliance with the approved plans, it shall so notify the Applicant in writing and permanent occupancy of the improvement shall be granted. If the ARB finds such work was not completed in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance, specifying the particulars of noncompliance and requiring the Applicant to remedy the same. The ARB shall notify the Applicant within said thirty (30) day period of its approval or disapproval.

(c) If, upon the expiration of thirty (30) days from the date of such notification of noncompliance, the Applicant shall have failed to remedy such noncompliance, the ARB shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

(d) If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the Applicant shall reimburse the Association, upon



demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a special assessment against such Applicant for reimbursement.

(e) If for any reason the ARB fails to notify the Applicant of any noncompliance within thirty (30) days after receipt of the written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with said approved plans.

(f) Permanent occupancy of any improvement for which approved plans are required under this Article V shall be prohibited until such time as a noncompliance has been remedied. This provision shall be enforceable regardless of whether a certificate of occupancy has been issued to the Applicant for the subject improvement.

**Section 5.07 - Non-Liability of ARB Members.** Neither the ARB nor any member thereof, nor its duly authorized ARB representative, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ARB's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition on the basis of aesthetic considerations, the overall benefit or detriment which would result to the immediate vicinity and to the Land, and for compliance with the design review criteria. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformity with building or other codes.

**Section 5.08 - Variance.** The ARB may allow variances from compliance with any of the design review criteria when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing, which must be signed by at least two (2) members of the ARB. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the premises.

**Section 5.09 - Developers Exemption.** The Developer shall be exempt from the provisions of this Article V with respect to the initial construction of the Dwellings and other improvements on the Land and any alterations and additions to be made by Developer and shall not be obligated to obtain ARB approval for any construction or changes in construction which the Developer may elect to make at anytime.

**Section 5.10 -Attorneys' Fees.** For all purposes necessary to enforce this Article, the Association shall be entitled to collect reasonable attorneys' fees, court costs and other expenses against an Owner, whether or not litigation is instituted, and the Board may assess such amounts in the form of a Special Assessment.

## ARTICLE VI - INSURANCE

**Section 6.01 - Insurance.** The Association shall purchase an insurance policy(ies) insuring any real and personal property owned by the Association or constituting part of the Common Areas, against loss or damage by fire and hazards covered by wind storm and extended coverage endorsement and such other risk of a similar or dissimilar nature as customarily covered for the same or similar type of property. Owners shall maintain their own insurance for their Dwelling Unit(s) and contents and Lots as more particularly described in Section 6.07 hereof. The insurance obtained by the Association shall insure the interest of the Association and all Owners and their Mortgagees, as their interest may appear.

**Section 6.02 - Liability Insurance.** In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect a comprehensive public liability policy insuring the Association, its Board of Directors, officers and Owners against possible liability arising out of the use of the Common Areas. Said policy shall be in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit (bodily injury and property damage). The Association shall further, if required by state law, carry a worker's compensation insurance policy, which policy will comply with the requirements of the laws of the State of Florida.

**Section 6.03 - Association's Obligation to Obtain Fidelity Insurance or Bond.** The Association shall purchase and maintain a policy of insurance or fidelity bond, which shall name the Association as the insured or obligee. Any such insurance policy or bond shall be intended to protect the Association against the wrongful acts or the omissions of any officer, director, trustee, agent, or employee of the Association, and all other persons who handle or are responsible for handling the Association's funds or any funds administered by the Association. Any such insurance policy or bond shall be in an amount determined by the Board of Directors. in their best business judgment, but in no event shall the amount of any such policy or bond be less than fifty percent (50%) of the estimated budget of the Association for the year during the term of each such policy or bond.

**Section 6.04 - Association's Right to Obtain Flood Insurance.** The Association may, but is not obligated, to obtain a flood insurance policy for the Common Areas, or any portion thereof.

**Section 6.05 • Waiver of Right of Subrogation.** For any insurance policies purchased and maintained pursuant to this Article, the insured of each respective policy shall attempt to obtain waivers of all the insurers' rights of subrogation as to any claims against any Owner, the Association, Land Owner, or Developer and their respective representatives, agents, family members, occupants, invitees, licensees and guests. Each Owner, the Association, Land Owner, and Developer hereby agrees 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 fully covered by insurance when the insurer has waived its rights of subrogation as provided for herein.



**Section 6.06 - Distribution of Insurance Proceeds Received by the Association.**

The proceeds of any policy of insurance or bond required to be purchased and maintained by the Association, or which may be purchased and maintained by the Association pursuant to this Article, shall be paid to the Association and shall be used as set forth in this Paragraph. All proceeds received shall be utilized by the Association to repair, replace, or reconstruct any such building, improvement, landscaping, equipment, supplies, or materials which were damaged by a casualty. Any difference between the amount of insurance proceeds received by the Association and the amount required to complete the repair, replacement, or reconstruction shall be a common expense. Any repair, replacement, or reconstruction that is the responsibility of the Association as provided for in this Declaration shall be substantially in accordance with the plans and specifications of the original building or improvement, or as the building or improvement was last repaired or reconstructed, and shall be of similar quality and value in the case of equipment, personal property, landscaping, supplies, or materials as previously purchased and maintained by the Association, provided, that such repair, replacement, or reconstruction shall be modified when necessary to conform with the then current restrictions, ordinance, and codes of any governmental entity that has jurisdiction over the use and occupancy of the Property.

**Section 6.07 - Owners' Insurance Obligations.** EACH OWNER SHALL KEEP ALL PORTIONS OF HIS LOT AND DWELLING UNIT INSURED IN AN AMOUNT NOT LESS THAN ITS FULL INSURABLE VALUE AGAINST LOSS OR DAMAGE (I) BY FIRE, WIND, FLOOD, TORNADO, HURRICANE, WATER LEAK, SEWER BACKUP, SEEPAGE, AND OTHER CASUALTY COVERED BY A STANDARD EXTENDED COVERAGE ENDORSEMENT, AND (II) SUCH OTHER RISKS AS FROM TIME TO TIME SHALL BE CUSTOMARILY COVERED WITH RESPECT TO BUILDINGS SIMILAR IN CONSTRUCTION, LOCATION, AND USE AS THE BUILDINGS ON THE LAND, INCLUDING BUT NOT LIMITED TO VANDALISM AND MALICIOUS MISCHIEF. THE OWNER SHALL FURNISH PROOF OF SUCH INSURANCE TO THE ASSOCIATION AT THE TIME OF PURCHASE OF A LOT AND SHALL FURNISH PROOF OF RENEWAL OF SUCH INSURANCE ON EACH ANNIVERSARY DATE THEREOF. IF AN OWNER SHALL FAIL TO PROVIDE SUCH INSURANCE, THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, OBTAIN SUCH INSURANCE AND SHALL ASSESS THE OWNER FOR THE COST, WHICH SHALL CONSTITUTE A LOT CHARGE AS PROVIDED FOR IN SECTION 6.17 OF THIS DECLARATION. NOTWITHSTANDING THE FOREGOING TWO SENTENCES, THE ASSOCIATION SHALL HAVE NO LIABILITY FOR FAILING TO REQUIRE PROOF OF INSURANCE FROM AN OWNER OR OBTAINING A POLICY OF PROPERTY INSURANCE ON AN OWNER'S BEHALF. AN OWNER IS RESPONSIBLE FOR PURCHASING AND MAINTAINING A POLICY OF COMPREHENSIVE GENERAL LIABILITY INSURANCE PROVIDING COVERAGE FOR HIS LOT IF HE DESIRES SUCH COVERAGE.



**Section 6.08 - Cost of Insurance.** The cost of all insurance purchased by the Association as described above shall be a common expense of the Association included in the assessments to be collected pursuant to Article VIII.

**Section 6.09 - Association's Option to Purchase and Maintain Insurance on the Lots.** Notwithstanding anything to the contrary provided for in any other portion of this Declaration, the Association, upon the approval of a majority of the Members present in person or by proxy at a Members' meeting called pursuant to the Bylaws, can obtain and maintain an adequate policy of property insurance covering the Dwelling Units on the Lots.

**Section 6.10 - Mandatory Repair.** Unless there occurs substantial damage or destruction to all or a substantial part of the Properties, and subject to the provisions hereinafter provided, the Association and the Unit Owners shall repair, replace and rebuild the damage caused by the casualty loss according to their responsibility to repair and maintain the property as provided herein and the expense for said repair, replacement or rebuilding the damage caused by the casualty shall be borne by the Association with respect to Common Area property and each individual Unit Owner with respect to their Unit. For the purposes of this Article VI, the Properties shall include all of the buildings and other improvements erected upon the Land, all fixtures, personal property appurtenant thereto owned or used by the Association constituting part of the Common Area, and all Units or Dwellings located on the Land.

**Section 6.11 - Determination of Damage and Use of Proceeds.** Immediately after casualty damage to any part of the Common Area, the Association Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition existed prior to the casualty loss. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all Owners for the deficiency related to the Common Area and against the individual Unit Owners for that portion of the deficiency related to individual damaged Dwellings, pursuant to Article VII hereafter; provided, however, that if, in the opinion of the Board of Directors, it is impossible to accurately and adequately determine the portion of the deficiency relating to individual Dwellings, the Board of Directors shall levy the special assessment for the total deficiency against each of the Owners according to the manner in which the common expenses of the association are shared, except as provided as in section 6.14 below. Unless there occurs substantial damage to or destruction of all or a substantial portion of the Property, and the Owners fail to elect to rebuild and repair as provided in Section 6.12 below, the proceeds collected from the insurance carrier and the funds collected by the Board of Directors from any assessment shall be disbursed to repair and replace any damage or destruction of property, and any balance remaining shall be disbursed to Owners and their Mortgagees, as their interests may appear. Any reconstruction or repair shall be performed substantially to the same design, plan and specification as originally built, except as may be modified to comply with the then current Building Code, unless the Architectural Review Board agrees to a modification or deviation from the original design, plan and specification.



**Section 6.12 - Total Destruction.** As used in this Declaration, total destruction or substantial damage to or destruction of all or a substantial portion of the Properties shall mean:

(a) With respect to all Dwellings and the Common Area, that two thirds (2/3) or more of the Dwellings and two-thirds (2/3) of the improvements to the Common Area are or have been rendered untenable by such casualty loss or damage; or

(b) With respect to individual Dwellings, if one-half (1/2) or more of the Units in a discreet and separate residential building are or have been rendered untenable by such casualty loss or damage.

(c) Should there occur total destruction or substantial damage to or destruction of all or a substantial part of the Properties, the improvements on the Property shall not be reconstructed unless the majority of all of the Owners shall agree thereto in writing, within sixty (60) days after casualty loss or damage occurs. Should the substantial damage or destruction occur to less than two-thirds (2/3) of all Dwellings, then such buildings experiencing such degree of damage or casualty loss shall nevertheless be reconstructed if three-fourths (3/4) of the Owners owning Dwellings so damaged or destroyed shall agree to such reconstruction, in writing, within ninety (90) days after the casualty loss or damage occurs. The determination not to reconstruct after a casualty shall be evidenced by a certificate, signed by one or more of the officers of the Association, stating that the decision period has elapsed and that the Association has not received the necessary writings from the required number of Owners.

**Section 6.13 – Association as Agent.** The Association is hereby irrevocably appointed for each Owner as its agent to adjust all claims arising under insurance policies purchased by the Association and to execute releases thereof.

**Section 6.14 - Repair and Reconstruction.** Notwithstanding anything contained herein to the contrary in prior sections, each separate and distinct building shall, for the purposes of reconstruction and repair in the event of casualty loss, be treated as if the same were the only building in the Development to the effect that:

(a) All the insurance proceeds reasonably attributable to the damage or destruction to one such building shall be first used for the reconstruction and repair of that building, to the extent the proceeds are sufficient; and, in the event that such proceeds are not sufficient, the Owners in that building alone shall be assessed equally for any deficiency or insufficiency in the funds necessary to reconstruct or repair as contemplated.

(b) In the event that there shall be insurance proceeds in excess of the cost of reconstruction and repair of casualty loss to a given separate and discreet building, then the Board of Directors shall equally distribute and pay over any such excess to the Owners and their respective mortgagees as their interests may appear, in that separate and discreet building suffering such loss or damage.

(c) In the event there shall occur to a separate and discreet building the degree of damage or destruction described in Section 6.14(b), but the Development as a

whole shall not have experienced a degree of damage, destruction or loss as set forth in Section 6.14(a), and the building suffering such damage or destruction shall have failed to elect to be repaired or reconstructed in accordance with the provisions of said Section, then the insurance proceeds reasonably attributable to that separate and discreet building shall be distributed equally to the Owners in that building and to their mortgagees as their interests may appear.

(d) Any reconstruction or repair shall be performed substantially to the same design, plan and specification as originally built, except as may be modified to comply with the then current Building Code, unless the Owners of a majority of the Dwellings so affected and the Architectural Review Board agree to a modification or deviation from the original design, plan and specification.

**Section 6.15 - Liability Insurance.** In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect a comprehensive public liability policy insuring the Association, its Board of Directors, officers and Owners against possible liability arising out of the use of the Common Area. Said policy shall be in an amount not less than One Million and No/100. Dollars (\$1,000,000.00) combined single limit (bodily injury and property damage). The Association shall further, if required by state law, carry a worker's compensation insurance policy, which policy will comply with the requirements of the laws of the State of Florida.

**Section 6.16 - Cost of Insurance.** The cost of all insurance purchased by the Association as described above shall be a common expense of the Association included in the assessments to be collected pursuant to Article VIII.

**Section 6.17 - Lot Charge.** Fines and other amounts imposed by the Association against an Owner pursuant to this Declaration or applicable law shall be a lot charge and shall be the sole responsibility of the Owner(s) against whom such charge or other amount is imposed. Such lot charge shall be secured by a lien on the Unit.

## **ARTICLE VI - MEMBERSHIP AND VOTING RIGHTS**

**Section 7.01 - Members.** Every Owner of a Lot shall be a member of the Association as designated in Section 7.02 of this Article. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment or from occupancy of a Unit.

**Section 7.02 - Membership Classes and Voting Rights.** The Association shall have the following two (2) classes of voting membership:

(a) **Class A.** Class A Members shall be all Owners, except the Developer for so long as the Developer retains Class B voting rights as defined herein, of Lots and shall be entitled to one (1) vote for each such Lot so owned.

(b) **Class B.** The Class B Member shall be the Developer and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A Membership equals or exceeds the total votes outstanding in the Class B Membership.



**Section 7.03 - Joint Owners.** When more than one person holds an interest in any Lot, all such persons shall be members of the Association; provided, however, that Owners' vote shall be exercised as provided above or as all such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot not owned by the Developer.

## **ARTICLE VIII - ASSESSMENTS**

**Section 8.01 - Purpose of Assessment.** The Association shall have the authority to levy assessments against each Lot or Unit to be used exclusively to promote the recreation, health, safety and welfare of the residents in the Development and for the improvement and maintenance of the Common Area, and those portions of each Lot/Dwelling that the Association is required or entitled to maintain or repair, and those easement areas to be maintained by the Association, including, but not limited to, cost of repair, replacement and additions thereto; cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel; the cost of insurance acquired pursuant to Article VI; and such other needs as may arise.

**Section 8.02 - Creation of Lien.** In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against each Lot. The Developer, for each Lot owned within the Development, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, (3) special assessments for emergencies as needed for purposes other than as a capital improvement, (4) specific assessments against any particular Lot which were established pursuant to the terms of this Declaration, including but not limited to Lot Charge, and (5) special assessments for water and sewer service pursuant to Section 8.04. All such assessments, together with interest, costs and reasonable attorneys' fees, shall constitute a lien upon the Lot against which each such assessment is levied and shall run with the land, and shall take priority from the date the notice of lien for delinquent assessments is filed in the Public Records of Pinellas County, which notice shall state the description of the Lot, the Owner's name, the amount due and the date due. The lien shall be prior to and superior in priority to the creation of any homestead status but subordinate to any first mortgage as hereinafter set forth. Every Owner of a Lot hereby consents to the imposition of such lien prior to any homestead status until paid in full.

### **Section 8.03 - Special Assessments.**

(a) In addition to the annual assessment authorized, the Association, through its Board of Directors, may levy in any assessment year a special assessment or assessments for capital improvement or emergency purposes, and any such assessment shall be approved by no less than two-thirds (2/3) of each class of Members. Written notice of any meeting called for the purpose of making the levy of a special assessment requiring approval of the membership shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

(b) In addition to all other remedies provided in this Declaration, the Board of Directors, in its sole discretion, may levy a special assessment upon an Owner for failure of the Owner, his family, guests, invitees or employees, to comply with any provision of this Declaration or the Articles, Bylaws or rules and regulations of the Association, provided that the following procedures are followed:

(i) The Association shall notify the Owner of the infraction or infractions. The notice shall include the date and time of the next Board of Directors meeting at which the Owner shall have the right to present testimony as to why the Special Assessment should not be imposed.

(ii) The noncompliance shall be presented to the Board of Directors at the meeting described in the notice. At such meeting, a hearing shall be conducted to obtain testimony as to the levying of a Special Assessment if it is determined that a violation has in fact occurred. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the hearing.

(iii) The Board of Directors may impose the following Special Assessments against the Owner of the Lot if a violation is found:

(a) First Noncompliance Violation. A Special Assessment in an amount not in excess of \$100.00;

(b) Second Noncompliance Violation. A Special Assessment in an amount not in excess of \$500.00;

(c) Third and Subsequent Noncompliance Violation or Violations that are of a Continuing Nature. A fine in an amount not in excess of \$1,000.00 for each violation.

(iv) A Special Assessment as provided in this Article shall be due and owing not later than thirty (30) days after the written decision as provided in Section (b) above.

**Section 8.04 - Special Assessment for Water, Sewer and other Charges.** If water and sanitary sewer service (Water & Sewer) will be provided the Development through a central meter then sub-meters will be installed for each Dwelling to measure the consumption for said Dwelling. In the event of installation of sub-meters at each Dwelling, the Association will calculate the cost of Water & Sewer for each unit per billing cycle of the provider based on the Dwelling's consumption and the cost per unit of Water & Sewer charged the Association for the same plus an administration fee. The Association will invoice each Owner for the cost of Water & Sewer on the same billing cycle under which it is invoiced by the provider. The Owner shall be required to pay the invoice within the time prescribed by said invoice and any invoice not paid timely shall be subject to a late fee as provided in Section 8.08 and can result in a loss of service to the Dwelling. If an invoice for Water & Sewer is not paid within twenty (20) days after delivery of a second notice of non-payment, then the Association shall have the right to suspend Water & Sewer until said invoice is paid and the Owner shall be responsible for



payment of disconnect and reconnection fees. In addition to the invoice for Water and Sewer described in the previous paragraph, the Association may invoice each owner for the cost it is charged for storm water sewer fees, garbage and trash pick-up fees and recycle fees, which invoice will be a under the same terms and conditions described for Water and Sewer.

**AN INVOICE PURSUANT TO THIS PARAGRAPH 8.04 SHALL BE A SPECIAL ASSESSMENT PURSUANT TO THIS ARTICLE VIII.**

**Section 8.05 - Annual Assessments.** Annual assessments shall be determined for each Lot by the Board of Directors of the Association prior to January 1st of each year for all assessable property by determining the sum necessary to fulfill the obligations and purpose of said assessment. Written notice of the annual assessment shall then be sent to every Owner subject thereto and the due date shall be established by the Board of Directors, which may be monthly, quarterly or on an annual basis. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Notwithstanding anything contained herein to the contrary, the Developer shall not be obligated to pay any annual assessments for each Lot that it owns as long as the Developer is a Class B Member.

**Section 8.06 - Uniform Rate of Assessment.** Both annual and special assessments pursuant to subparagraph 8.03 above shall be fixed at a uniform rate for each Lot and may be collected on a monthly, quarterly or annual basis.

**Section 8.07 - Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence as to each Lot at the first day of the month following which a Certificate of Occupancy has been issued by the appropriate governmental authority for the construction of a Dwelling as defined herein. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates for assessments shall be established by the Board of Directors of the Association.

**Section 8.08 - Remedies of the Association for Nonpayment of Assessments.** In addition to the foregoing remedies, the Board of Directors may assess a "late fee" of 20<sup>3</sup>/<sub>4</sub> of the delinquent assessment for each Periodic or Special Assessment which is more than ten (10) days delinquent. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or file a lien as hereinabove authorized and foreclose said lien by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees, which costs, expenses and attorneys' fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Areas. Any suit to recover a money

judgment for unpaid expenses and assessment hereunder shall not be deemed to be a waiver of the lien securing the same. Upon payment of all sums secured by the lien, which has been the subject of a recorded notice of lien, a release of notice of lien shall be executed by the Association or its representative and recorded in the Public Records of Pinellas County, Florida.

**Section 8.09 - Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any Institutional Lender recorded prior to the time of recording a notice of lien. The sale or transfer of any Lot shall not affect the assessment lien. Any Institutional Lender which obtains title to a Lot as a result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure shall not be liable for the assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said Institutional Lender. Such unpaid assessments shall be deemed a common expense of the Association and collectible from all Owners, including the acquiring Institutional Lender, its successor or assign. Any such transfer to or by an Institutional Lender shall not relieve the transferee of responsibility nor the Unit from the lien for assessments made thereafter. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

**Section 8.10- Exempt Property.** All properties dedicated to and accepted by a public authority and all properties owned by the Association shall be exempt from assessments created herein.

**Section 8.11-Rights of Governmental Authorities.** In the event any municipality or other governmental authority performs the obligations of the Association for the maintenance of any facilities or land within the "Development," then said municipality or governmental authority shall have legally enforceable liens against all land and each residential Unit in the "Development" and the same enforcement rights afforded the Association.

#### **ARTICLE IX—TITLE TO COMMON AREA AND MAINTENANCE OF COMMON AREA AND LOTS**

**Section 9.01.** The Developer may retain legal title to the Common Area until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the Common Area. The Developer shall convey and the Association shall accept such conveyance to the Common Area free and clear of all liens and encumbrances, except this Declaration and restrictions of record at the time of the conveyance of the Common Area to the Association, real and personal property taxes for the year in which the conveyance takes place, and any easements created or allowed by the terms of this Declaration.

**Section 9.02.** The Association shall be responsible for the exclusive management, control and maintenance of the Common Area and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair, and in particular, shall be responsible for maintenance for the Surface Water Management System located within the Development, whether on Common Area or a Lot.



Furthermore, the Association shall be responsible for each road, as that term is defined in Section 3.02, for the maintenance of walls, landscaping, irrigation, drainage and utilities installed by the Developer.

**Section 9.03.** Each Owner shall be responsible for the maintenance and repair of his Dwelling except those portions thereof that are hereinafter described to be maintained by the Association, which Owner's responsibility shall include but not be limited to repair and replacement of windows, screens and glass and exterior doors, floor, ceiling or wall coverings, electrical systems, built-in cabinets and countertops, kitchen equipment, heating and air-conditioning equipment (whether located inside or outside of the Dwelling), hot water heater (together with electrical and plumbing elements associated therewith) water filters, appliances and any other contents of the Dwelling. Any maintenance and repair work or replacement done by Unit Owner to windows, screens, glass, exterior doors or the exterior of the dwelling shall conform to the existing design, color and quality of material replaced or repaired.

**Section 9.04.** In addition to the maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot and the Dwelling located thereon as follows: paint, repair, replacement and care of roofs, gutters and down spouts (if any), exterior building wall systems, landscaping, irrigation system, sidewalks, driveways, paths or other improvements on each Lot outside of a Dwelling. For purposes of this paragraph, interior building wall system shall mean that portion of the exterior walls of the dwellings extending from the exterior of the vertical plane of the unfinished interior surfaces of the walls surrounding the perimeter of each dwelling to the exterior. For example, if the wall system is comprised of studs and an exterior surface and interior dry wall, the Association responsibility shall be the maintenance and repair from the dry wall to the exterior, including but not limited to, the drywall, the vertical studs, installation and the exterior surface of the wall system. The Unit Owner shall be responsible for the maintenance of paint, wallpaper or other covering applied to the interior surface of the exterior perimeter walls of the Unit as well as electrical switches, outlets and fixtures (including boxes) installed on the interior of said perimeter walls. The Association shall be responsible to maintain all portions of a Dwelling contributing to the support of the building in which the Dwelling is located, which portion shall include but not be limited to load bearing columns, floors and walls, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Dwelling (including, electrical power, water and sewer disposal) and all such facilities contained within a Dwelling which service part or parts of the Development other than the Dwelling within which contained. The Association shall also maintain all water and sewer lines located on a Lot and exterior to the Dwelling.

(a) Maintain the lawn, landscaping, irrigation system on each Lot; provided, however, that each Lot Owner shall be responsible for any reasonably required replacement of the lawn and landscaping of the Lot, whether such replacement is required due to freezes or other acts of God, non-annual plant life expectancy, negligence of the Lot Owner or otherwise. All such maintenance and replacement shall be performed so that the lawn, landscaping and irrigation system are kept in good, safe, healthy, neat and orderly appearance and condition, consistent with rules and regulations may be promulgated from time to time by the Association. As used herein, the term "**landscaping**" shall mean all plants, including vegetation, shrubs and trees that are planted in the ground and are not located within a dwelling or screened enclosure.



(b) Provide periodic pressure cleaning, painting and other minor cosmetic measures (but not repairs or replacements) of the exterior building surfaces, as originally installed by the Developer or replacements thereof consistent with the requirements herein. The Association shall also provide periodic pressure cleaning, painting and routine maintenance (but no repairs or replacements) of the perimeter fences and walls on each Lot as initially installed by the Developer or replacements thereof consistent with the requirements herein. With respect to perimeter walls initially installed by the Developer, the Association shall also be responsible for the repair and replacement of the same in addition to the responsibility for periodic pressure cleaning, painting and routine maintenance.

(c) Provide periodic pressure cleaning of the finished exterior surface of the roof, as originally installed, but not for repairs or replacement thereof.

All other maintenance, repair, refurbishment, and replacement of the exterior building surfaces, roof, fences and other improvements on the Lot shall be the responsibility of Owner, unless the Association elects to repair or replace the same, which it may, but is not obligated to so do. Nothing contained herein shall obligate the Association to make repairs or replacement of improvements damaged by fire, windstorm, hail or other casualties; such repairs or replacement shall be the responsibility of the Owner of the Lot which suffers such damage.

**Section 9.05.** After reasonable notice, if the Owner of a Lot fails to maintain the Dwelling, the Lot or other improvements thereon as required herein, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including, but not limited to, entering the Lot, dwelling unit or other Lot improvements, with or without notice or consent of the Owner or any tenant of the Lot, to maintain, replace or repair any item which in the business judgment of the Association may constitute a health or safety hazard to other property or residence and the Association shall have a lien against each Lot for the purposes of performing said work. In addition, if the Lot Owner fails to properly perform its obligations for maintenance, repair or replacement as required hereunder, the Association, may in its sole discretion, undertake the necessary maintenance, repair or replacement and assess the Lot Owner for the reasonable cost and expense of the work. The Association shall be entitled to the lien to secure the payment of these costs and expenses, which shall be deemed a special assessment against the Lot and the Lot Owner and collectible as provided in Article VIII hereof. Such lien shall not only secure the reasonable cost and expenses of performing said maintenance, repair or replacement, but also the reasonable attorney fees and other expenses of collection, if any.

#### ARTICLE X - PARTY WALLS

**Section 10.01 - General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the Units and placed on the dividing line between the Lots shall constitute a party wall; and, to the extent not inconsistent with the provisions of this Article, the applicable case law of the State of Florida regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 10.02 - Sharing of Repair and Maintenance.** The cost of reasonable repair, maintenance and replacement of any such party wall shall be the responsibility of the



adjoining Owners. the rights and duties of the Owners with respect to party walls shall be governed by the following provision.

**Section 10.03 - Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty and such destruction or damage is not covered by insurance, the adjoining Owner who have use of the party wall shall restore it and each shall contribute one-half (1/2) of the cost of restoration without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

**Section 10.04 - Alteration of Party Wall.** There shall be no alteration of a party wall by an Owner in any manner materially and adversely disturbing the full use and enjoyment of the party wall by the adjoining Owner without the prior written consent of the adjoining Owner.

**Section 10.05 - Weatherproofing.** Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 10.06 - Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land which comprises that Owners Lot and shall pass to such Owner's successors in title to said Lot.

**Section 10.07 - Arbitration.** In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator. and the decision shall be by a majority of all the arbitrators and said decision shall be enforceable in any court of competent jurisdiction. Should any party refuse to appoint an arbitrator within ten (10) days after written request thereof, the Board shall select an arbitrator for the refusing party.

## ARTICLE XI- TRANSFER AND LEASING OF LOTS

**Section 11.01 - Sales.** Prior to the sale or transfer of a Lot, any Member desiring to sell or transfer shall first submit the name of the proposed purchaser and the contract of sale to the Board of Directors of the Association for their approval, or disapproval, which shall be given within thirty (30) days from the date of the submission of the contract of sale. If approved, the approval of the Board shall be in writing and executed in such a manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida. If no action is taken within thirty (30) days, the transfer shall be deemed to have been approved by the Board of Directors. If the transfer should be disapproved, the Directors shall have thirty (30) days from the date of disapproval within which to purchase the Lot on the same terms and conditions as contained in the contract of sale. If the Directors fail to exercise their option to purchase within said thirty (30) day period, then the Member shall be free to sell and convey to the intended purchaser. If the Directors fail to act within thirty (30) days as above provided or fail to exercise their option within thirty (30) days as herein provided, they shall furnish a certificate to that effect in a form recordable in the Public Records of Pinellas County, Florida. The provisions of this Section shall not be applicable to any sale made by the Developer or its assigns; to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage or by voluntary acceptance of a transfer of title in lieu of



such foreclosure; to a purchaser acquiring title in such foreclosure proceedings, or accepting title in lieu of foreclosure, or to sales made pursuant to order or decree of court in connection with the foreclosure of an institutional first mortgage.

**Section 11.02 - Leasing.** No unit shall be leased or rented by the respective Unit Owner thereof for a term of less than three (3) months. Other than for the foregoing, the Owner or Owners of the respective unit shall have the right to lease the same provided that all such leases are approved by the Association and are made subject to this Declaration, the Articles of Incorporation, Rules and Regulations and the Bylaws of the Association. The Board of Directors shall adopt reasonable rules regarding the review and approval or disapproval of proposed leases. In the event the Association does not approve a particular lease, then the lease shall be of no force and effect and the proposed lessee shall not be allowed to occupy the unit pursuant thereto. The Board of Directors may adopt reasonable rules regarding the use of Units and the common elements by lessees of Units that are more restrictive than the rules that govern the use by Unit Owners. If a lessee violates any of these rules or any other rules of the Association or any term of this Declaration or its exhibits, in addition to any other rights that it may have, the Association has the right to evict the lessee from the Unit and, for the purposes thereof, each Unit Owner, by accepting title to a Unit in this Development authorizes the Association to act on his behalf as his agent in any action brought to evict a lessee under this paragraph. In the event that the Association evicts any lessee or otherwise takes any action to enforce the rules of the Development or the Association, the Board of Directors and the other Unit Owners shall not be liable to the lessee/owner for any loss or damages suffered, arising from or connected therewith.

## ARTICLE XII - REMEDIES

**Section 12.01 - Violations.** Whenever there shall have been built, or there shall exist on any Lot, any structure, building, thing or condition which is in violation of this Declaration of Covenants, the Association shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall be payable by such Owner to Association on demand, and such entry and abatement or removal shall not be deemed a trespass or make Association liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

**Section 12.02 - Special Assessment for Noncompliance.** In addition to the above remedies, there may be levied a Special Assessment for noncompliance as described in Article VIII, Section 8.03 of this Declaration.

## ARTICLE XIII - MISCELLANEOUS

**Section 13.01 - Approvals.** Wherever in the Covenants the consent or approval of Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until and after a request in writing seeking the same has been submitted to and approved in writing by Developer. In the event Developer fails to act on any such written request within thirty (30) days after the same has been submitted to Developer as required above, the consent or approval of Developer to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants herein contained.



**Section 13.02 - Assignments.** Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to any person, firm or corporation, including, but not limited to, the Association, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer by any part or paragraph of the Covenants or under the provisions of the Plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said Committee, except in the event aforesaid.

**Section 13.03 - Developer's Rights.**

Developer reserves and shall have the sole and exclusive right:

(a) To modify and amend these Covenants as may be required by any governmental authority or as may be required by the Federal National Mortgage Association or other insurer of first mortgages upon the Units or Lots without acquiring the approval or joinder of any other Unit Owner or mortgagee.

(b) To amend, modify or grant exceptions or variances prior to turnover from any of the use restrictions set forth in Article II of this Declaration of Covenants, Conditions and Restrictions without notice to or approval by other Owners or mortgagees.

(c) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any other Unit Owner or mortgagee.

(d) To include in any contract, deed, sublease agreement or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants.

(e) Notwithstanding anything contained herein to the contrary in this Declaration, the Articles of Incorporation or Bylaws, the Developer shall be entitled to use any unsold Unit as an aide in selling Units or as a sales office, construction office, or parking lot, and shall further be allowed to place on the Development signs advertising the sale of Units, construction trailers and sales trailers. The Developer shall further have the right to complete construction of all improvements to the Common Area contemplated by its development plan and to transact, on the Development, any business to consummate the sale of Units, and all sales office and model furniture shall not be considered Association property and shall remain the property of the Developer.

(f) To amend this Declaration to add additional property to be subject hereto, and which shall be developed in a similar manner as the property described in **Exhibit A**, which annexation shall be accomplished by the Developer executing and recording in the Public Records of the County in which the subject property is located an amendment executed solely by the Developer.

**Section 13.04 - Additional Covenants.** No Owner, without the prior written approval of Developer, may impose any additional covenants or restrictions on any part of the Land shown on the Plat.

**Section 13.05 - Termination.** These Covenants, Conditions and Restrictions, as amended and added to from time to time, and as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Land and shall remain in full force and effect for a period of thirty (30) years from the date of recording the original restrictions, and thereafter these Covenants shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the commencement of any ten (10) year period, an instrument in writing, executed by the Owners representing seventy-five percent (75%) of the votes of Lots has been recorded in the Public Records of Pinellas County, Florida, in which written agreement any of the Covenants provided for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement.

**Section 13.06 - Amendment.** Subject to the provisions of Section 13.03(b) hereof, the covenants, conditions and restrictions of this Declaration may be amended by an instrument executed by the then Owners who represent two thirds (2/3) of the votes of Lots and shall be placed of record in the Office of the Clerk of the Circuit Court where the Land is located. Notwithstanding anything herein contained or in Section 13.03 to the contrary, no amendment of this Declaration which in any way alters, changes, limits, diminishes or otherwise affects any Institutional Lender's position, right or equity as mortgagee of a Lot shall be effective without the joinder of the Institutional Lender, nor shall any amendment affect the rights reserved unto the Developer throughout this Declaration as long as there is a Class B membership, without the Developer's approval.

NOTWITHSTANDING THE FOREGOING, THERE SHALL BE NO AMENDMENT TO THIS DECLARATION, THE ARTICLES OF INCORPORATION OR BYLAWS OF THE ASSOCIATION WHICH AFFECT THE SURFACE WATER MANAGEMENT SYSTEM WITH THE OPERATION OF MAINTENANCE OF THE SAME WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT.

**Section 13.07 - Negligence.** Any Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by their act, neglect, carelessness or by that of any member of his or their family, or by his or her guests, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse or occupancy or abandonment of a Unit interest or its appurtenances.

**Section 13.08 - Enforcement.** If any person, firm, corporation or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for Developer, the Association or any person or persons owning any Lot:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations.



The remedies contained in this Section 13.08 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, his grantees, successors or assigns, to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

(c) In any proceeding arising because of alleged failure of an Owner to comply with the terms of this Declaration, it; Exhibits or Regulations adopted pursuant thereto, as said documents and Regulations may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

**Section 13.9 - Severability.** The invalidation of any provision or provisions of the Covenants set forth herein by judgment or court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

**Section 13.10 - Paragraph Headings.** The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

**Section 13.11 – Inapplicability of Condominium Act.** It is acknowledged that the Association is not intended to be a condominium association and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

**Section 13.12 - No Public Right of Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Land to the public or for any public use.

**Section 13.13 No Representations or Warranties.** No representations or warranties of any kind, express or implied, have been given or made by Developer or its agents or employees in connection with any portion of the association Property, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the land, sale, operation, maintenance, cost of maintenance, truces or regulation thereof, except as specifically and expressly set forth in this Declaration.

**Section 13.14 – Jury Trial Waiver.** BY ACCEPTANCE OF A DEED. EACH OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDINGS, CLAIM, COUNTERCLAIM OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME. EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER. ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITES, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN. SHALL OR MAY HAVE AGAINST



DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FOR UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

**Section 13.15 - Southwest Florida Water Management District "SWFWMD"**. The following terms and conditions are specifically included in this Declaration for the benefit of the Southwest Florida Water Management District ("District") in accordance with the regulations and requirements thereof and pursuant to the permit issued for the installation of the Surface Water Management System in this Development.

(a) The Surface Water Management System shall be located on land that is designated as Common Area, owned by the Association or located on land that is the subject of an Easement in favor of the Association, its successors and assigns.

(b) The Association shall operate, maintain and manage the Surface Water Management System in a manner consistent with the District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or storm water management capabilities as permitted by the District. Any repair or reconstruction of the surface water or storm water management system shall only be permitted as approved by the District. In the event of a termination, dissolution or final liquidation of the Association, the responsibility for operation and maintenance of the stormwater management system must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook, Volume I, Section 12.3, and be approved by the Agency prior to such termination, dissolution or liquidation.

(c) No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and volume of water in any portion of any drainage areas or the Surface Water Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association, and the District.

(d) No Owner shall in any way deny or prevent ingress and egress by the Declarant, the Association, or the District to any drainage areas or the Surface Water Management System for maintenance or landscape purposes. The right of ingress and egress, and Easements therefore are hereby specifically reserved and created in favor of the Declarant, the Association, the District, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(e) No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water Management System. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas or the Surface Water Management system that have been or may be created by Easement without the prior written consent of the Association, and the District.

(f) No wall, fence, paving, planting or other improvement may be placed by an Owner within a drainage area, drainage Easement, or the Surface Water Management System.



(g) The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water Management System.

(h) No construction activities may be conducted relative to any portion of the Surface Water Management System without the approval of the District. Prohibited activities in the previous sentence include, but are not limited to digging or excavation; depositing fill, debris or other material items; construction or altering any water control structure; or any other construction to modify the Surface Water Management System facilities. If the project includes a wetland mitigation area, as defined in Section 1.7.24 of SWFWMD Rules and Regulations, or a wet detention pond, no vegetation of these areas shall be removed, cut, trimmed, or sprayed with herbicide without the specific written approval of the District. Construction or maintenance activities, which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval by the District.

(i) For Surface Water Management Systems that require on-site wetland mitigation as defined in Section 1.7.24 or which require ongoing monitoring and maintenance, the Association shall be required to include in their annual budget and as part of the Assessments made pursuant to Article VIII hereof sufficient funds for monitoring and maintenance of the wetland mitigation areas on an annual basis until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit

**ARTICLE XIV - SPECIAL PROVISIONS TO SATISFY THE  
REQUIREMENTS OF FEDERAL NATIONAL MORTGAGE ASSOCIATION.**

**Section 14.01 - Association Records.** The Association shall allow all Owners, their lenders, insurers and guarantors of first mortgages to inspect, during normal business hours, all of the records of the Association.

**Section 14.02 - Association Annual Statement.** Upon written request, the Association shall furnish its most recent annual statement to any holder of a first mortgage of a Lot in the Development.

**Section 14.03 - Notices.** Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any mortgage of any Lot in the Development:

(a) Notice of any delinquency in the payment of assessments more than sixty (60) days past due as to the applicable Lot.

(b) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(c) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

**Section 14.04 -Terms.** As used herein, the terms "mortgagee" or "lender" shall be deemed to include the Federal National Mortgage Association, as applicable.

**ARTICLE XV - LOT LINE ADJUSTMENTS**

**Section 15.01 -Developer's Right to Re-plat.** In the event an encroachment exists as a result from deviations in the plans and specifications during construction, the Developer retains the right to amend the plat by making lot line adjustments to remove said encroachments which may be done without the written joinder of the Owners and Owner's mortgagee.

**IN WITNESS WHEREOF,** Developer has caused this instrument to be duly executed this 21st day of April 2021.

Signed, sealed and delivered in the presence of:

**TOWNHOMES AT HIGHLAND CROSSING, LLC,** a  
Florida limited liability company

By: *Agostino Digiovanni*  
AGOSTINO DIGIOVANNI  
MANAGER

*Michael P. Brundage*  
Michael P. Brundage, Witness

*Debra M. Taylor*  
Debra M. Taylor, Witness

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing was acknowledged before me this 21<sup>st</sup> day of April 2021 by AGOSTINO DIGIOVANNI as Manager of **TOWNHOMES OF HIGHLAND CROSSING, LLC**, a Florida limited liability company, who is personally known to me or has produced a FLORIDA DRIVER'S LICENCE as identification.



*Kelly A Fortin*  
Notary Public

My Commission expires: 2/20/2022



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
TOWNHOMES AT HIGHLAND CROSSING**

A PORTION OF LOTS 15 AND 18, SARAH J. LEWIS SUBDIVISION, RECORDED IN PLAT BOOK 3, PAGE 5 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF LOT 18, SARAH J. LEWIS SUBDIVISION, RECORDED IN PLAT BOOK 3, PAGE 5 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, THENCE N88°59'25"W ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF LOT 18, A DISTANCE OF 211.21 FEET; THENCE N00°26'18"E ALONG THE EAST BOUNDARY OF EDENHURST, RECORDED IN PLAT BOOK 1, PAGE 43 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, A DISTANCE OF 167.13 FEET; THENCE S89°55'34"E ALONG THE SOUTH LINE OF THE NORTH 135 FEET OF LOT 15, SAID SARAH J. LEWIS SUBDIVISION, A DISTANCE OF 50.37 FEET; THENCE N00°42'05"W ALONG THE EAST LINE OF THE WEST 50 FEET OF SAID LOT 15, A DISTANCE OF 84.80 FEET; THENCE S89°18'51"E ALONG THE SOUTH RIGHT OF WAY OF SKINNER BOULEVARD (STATE ROAD 580), A DISTANCE OF 112.49 FEET; THENCE 70.02 FEET ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 44.96 FEET AND CENTRAL ANGLE OF 89°14'02" (CHORD BEARING OF S44°41'50"E, 63.16 FEET) TO A POINT; THENCE N89°55'11"E, A DISTANCE OF 3.33 FEET; THENCE S00°05'32"E ALONG THE WEST RIGHT OF WAY OF HIGHLAND AVENUE, A DISTANCE OF 209.34 FEET TO THE POINT OF BEGINNING.  
( CONTAINING: 1.110 ACRES, MORE OR LESS).

# EXHIBIT B



**ARTICLES OF INCORPORATION FOR TOWNHOMES AT HIGHLAND  
CROSSING HOMEOWNERS' ASSOCIATION, INC.**

**Article 1 - Name of Corporation and Principal Place of Business of Corporation**

The name of this corporation shall be Townhomes at Highland Crossing Homeowners Association, Inc. (the "Association"). The principal office and mailing address of the Association shall be 175 Bayside Drive, Clearwater, FL 33767 (unless context clearly provides otherwise, all capitalized terms shall have the same meaning as the Declaration of Covenants, Conditions, Restrictions, and Easements for Townhomes at Highland Crossing (the "Declaration"). The Board may change the location of the principal office or mailing address from time to time.

**Article 2 - Purposes and Powers**

The purpose for which the Association is organized is to act as the governing "association", within the meaning of Florida Statutes, Chapter 720, for Townhomes at Highland Crossing. The general nature, objects, and purposes of the Association are as follows:

1. To administer and enforce the terms and provisions of the Declaration;
2. To take such action as may be deemed appropriate to promote the health, safety, and welfare of the Owners within Townhomes at Highland Crossing;
3. To perform all functions and duties provided for in the Declaration, as it may be amended from time to time;
4. To maintain, improve, repair, and replace those portions of the Common Areas and portions of Owners' Parcels for which the Association pursuant to its authority identified in the Declaration has the authority to repair, maintain, and replace;
5. To operate without profit and for the sole and exclusive benefit of its Members;
6. To levy and collect assessments;
7. To sue and be sued and enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the Rules and Regulations, and Florida Statutes, Chapter 720 or its successor;

8. To enter into contracts on behalf of the Association, including but not limited to a management contract to assist the Association in the performance of its duties, for the furnishing of insurance coverage, and for the furnishing of other services for the benefit of the Members;
9. To purchase, acquire, sell and lease property;
10. To employ all personnel and engage such professional services as are reasonably necessary to perform the services required for proper exercise of the rights, powers, duties, and functions of the Association; and
11. The powers and privileges granted to a corporation not for profit under the laws of the State of Florida, except as may be limited or otherwise provided for in these Articles, all common law and other statutory powers, all powers in Florida Statutes, Chapter 720 or its successor, and all powers reasonably necessary or convenient to implement and effectuate its enumerated powers and the purposes for which the Association is organized.

### **Article 3 – Qualifications of Members and the Manner of Their Admission**

The qualification of the Members, the manner of their admission to membership, termination of their membership, and their voting rights is more particularly described in the Bylaws.

The subscriber constitutes the sole member of the Association until the recording of the Declaration. Upon the recording of the Declaration, all Owners shall be Members of the Association. At such time as the purchase price is paid and the deed to a Lot is issued, the Lot Owner thereof shall become a Member. The Owner of each Lot shall have one vote on Association matters, regardless of how many individuals may own the Lot. If a Lot is owned by more than one person or an entity, the vote for that Lot may be cast as described in the Bylaws.

Ownership of a Lot shall be a prerequisite to exercising any rights as a Member. Membership shall not be transferable, except as provided herein. The membership of any Owner shall terminate upon the termination of the Association or upon transfer of ownership of a Lot. The transferor's membership shall automatically transfer and be vested in the new Owner acquiring an ownership interest in the Lot. The Association may rely on a recorded deed as evidence of a Lot transfer and thereupon terminate the transferor's membership and recognize the membership of the transferee.



**Article 4 – Subscriber**

The name and address of the subscriber (initial incorporator) to these Articles is Agostino DiGiovanni: 175 Bayside Drive, Clearwater, FL 33767.

**Article 5 – Board of Directors**

The affairs of the Association shall be managed by the Board of Directors. The qualification, method of election, and powers of the Board shall be set forth in the Bylaws. Board members shall receive no compensation for serving on the Board. The initial directors are:

Names	Addresses
Agostino DiGiovanni	175 Bayside Dr, Clearwater, FL 33767
Steven DiGiovanni	175 Bayside Dr, Clearwater, FL 33767
Peter Tanacs	175 Bayside Dr, Clearwater, FL 33767

**Article 6 – Officers**

The officers designated in the Bylaws shall administer the affairs of the Association. The names and addresses of the first officers, who shall hold office until their successors are elected, or until removed, are as follows:

Office	Names	Address
President	Agostino DiGiovanni	175 Bayside Dr, Clearwater, FL 33767
Vice President	Steven Digiovanni	175 Bayside Dr, Clearwater, FL 33767
Secretary	Peter Tanacs	175 Bayside Dr, Clearwater, FL 33767
Treasurer	Steven DiGiovanni	175 Bayside Dr, Clearwater, FL 33767

### **Article 7 - Bylaws**

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may be altered, amended, or rescinded by the Members in the manner provided for in the Bylaws.

### **Article 8 - Indemnification of Officers and Directors**

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that the person is or was a director, officer, or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceedings, unless the director, officer, or committee member is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. The termination of any action, suit, or proceedings by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful. It is the intent of the Association, by the adoption of this Article, to provide the most comprehensive indemnification possible to its officers, directors, and committee members as permitted by Florida law.

### **Article 9 - Amendment to the Articles of Incorporation**

These Articles of Incorporation may be amended pursuant to this Article. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the voting interests of the Association. A proposed amendment may only be passed at a meeting of the Members noticed and held pursuant to the Bylaws. Notice of the subject matter of a proposed amendment shall be included in the notice of the meeting where the amendment is to be considered. A proposed amendment shall be deemed ratified and approved if passed by at least two-thirds (2/3) of the voting interests of the Association present, in person or by proxy, at a duly noticed and convened membership meeting. An amendment shall become effective upon filing with the Secretary of State and it being recorded in the Public Records. Notwithstanding anything to the contrary provided for in this Article, no amendment shall: (1) make any changes in the qualifications for membership or the Members' voting rights without approval in writing of all



Members of the Association or (2) become effective without the written consent of the Developer prior to Turnover.

#### **Article 10 - Severability**

Should any Article, or any portion thereof, of these Articles of Incorporation be held invalid, it shall not affect the validity of the remaining parts of these Articles of Incorporation or the additional instruments governing the rights and obligations of the Association, the Board, or the Members.

#### **Article 11 - Term**

The term of the Association shall be perpetual. However, this Article shall not be construed to prevent the Association's dissolution or merger.

#### **Article 12 - No Personal Liability**

No officer, director, or Member shall be personally liable for any debt or other obligation of the Association, except as provided for in the Declaration or Florida Statutes, Chapter 720, or its successor.

#### **Article 13 - Resident Agent**

Townhomes at Highland Crossing Homeowners Association, Inc. has appointed Agostino DiGiovanni, 175 Bayside Dr., Clearwater, FL 33767, as its registered agent under the laws of the State of Florida. The Board may change the Registered Agent and registered office from time to time as permitted by law.

(Signatures on the next page)

IN WITNESS HEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 21<sup>st</sup> day of April 2021.

**TOWNHOMES AT HIGHLAND CROSSING HOMEOWNERS' ASSOCIATION, INC.**

By: *Augusto DiGiovanni*  
Augusto DiGiovanni  
Its: Director

*[Signature]*  
(Witness signature)  
Michael F. Blendige  
(printed name)

*Debra M Taylor*  
(Witness signature)  
Debra M Taylor  
(printed name)

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 21<sup>st</sup> day of April 2021, before me personally appeared Augusto DiGiovanni, Director of TOWNHOMES AT HIGHLAND CROSSING HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer and severally acknowledged the execution thereof to be their free act and deed as such officer for the uses and purposes therein mentioned.

WITNESS, my hand and official seal at Safety Harbor, in the County of Pinellas, State of Florida, on the day and year stated above.



*Kelly A Fortin*  
Notary Public

My commission expires: 2/20/2022



# EXHIBIT C

**BYLAWS OF**  
**TOWNHOMES AT HIGHLAND CROSSING HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE 1. INTRODUCTION AND GENERAL PROVISIONS**

- A. Identity – These are the Bylaws of Townhomes at Highland Crossing Homeowners Association, Inc. (the “Association”), a corporation not for profit incorporate under the laws of the State of Florida.
- B. Definitions – The terms used herein shall have the same definitions as stated in the Declaration of Covenants, Conditions, Restrictions, and Easements of Townhomes At Highland Crossing (the “Declaration”) unless the context clearly require otherwise.
- C. Purpose – The Association is a not-for-profit corporation organized pursuant to Florida Statutes, Chapter 617 & 720 for the purpose of administering Santorini Trace located in Pinellas County, Florida.
- D. Powers – The Association shall have all rights, powers, duties, and functions as set forth in the Articles of Incorporation, Declaration, the Bylaws and applicable law.
- E. Location of Principal Office – The Association’s principal office shall initially be located at such place as specified in the Articles of Incorporation and may be relocated from time to time to such location as designated by the Board of Directors.

**ARTICLE 2. MEMBERSHIP AND VOTING**

- A. Members – The Members of the Association shall be record owners of fee title to the Lots. In the case of a Lot subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the Lot for purposes of determining Member, voting, Assessment, and use rights. Membership is appurtenant to a Lot and may only terminate upon a Member(s)’ conveyance, voluntary or otherwise, of a Lot to another person(s) or entity(s). Membership



shall become effective upon the recording in the Public Records of a deed or other instrument evidencing the Member(s)' legal title to the Lot.

B. Termination of Membership: No Effect on Liability - The termination of membership in the Association does not relieve or release a former Member from any liability or obligation incurred during the period of membership, nor does it impair any rights or remedies which the Association or another Member may have against any former Member arising out of or in any ways connected with such membership and the covenants and obligations incident thereto.

C. Voting Rights and Interests - The Members of the Association are entitled to one (1) vote for each Lot the Member owns. The total number of votes ("voting interests") is equal to the total number of Lots. The right to vote may be denied if the Owner is delinquent in the payment of monetary amounts owed to the Association as provided for in the Declaration. The Declaration provides Developer, Land Owners, and their affiliates additional voting rights not otherwise afforded to the Members prior to Turnover; the Paragraph of the Declaration titled "Voting Rights" is incorporated into this Paragraph by reference. The vote to which any Lot is entitled shall not be divisible, and shall be cast by the Member designated and entitled to cast the vote according to the terms and provisions of the Declaration and this Paragraph:

1. Ownership by One Natural Person - If a Lot is owned by one natural person, individually or as trustee, the right to vote shall be established by the record title to the Lot.
2. Ownership by an Entity or More than One Unmarried Person - In the event a Lot is owned by an entity, more than one person, or any combination thereof, all Owners, or their authorized representative(s), shall sign a voting certificate designating a specific individual for the purpose of casting the vote

appurtenant to their Lot. In the event any required voting certificate is not filed with the Association, the Lot's vote shall not be considered in determining whether a quorum is present, or for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until the required certificate is filed.

3. Ownership by Married Persons - Notwithstanding anything to the contrary contained in these Bylaws, in the event a Lot is owned jointly by married persons, the following provisions shall be applicable to the casting of the vote appurtenant to their Lot: (i) the Owners may, but shall not be required to, designate one of them as the voting member by filing a voting certificate in accordance with this Article; (ii) in the event the Owners do not file a voting certificate and only one of them is present at a meeting, the Member present may vote without establishing the concurrence of the absent Member; and (iii) in the event the Owners do not designate either of them as the person entitled to cast the vote, and if both persons are present at a meeting of the Members and are unable to concur in their decision upon any subject at that particular meeting and the total number of authorized votes in the Association shall be reduced accordingly for purposes of quorum and the number of votes necessary to determine the matter to be voted upon.
4. Ownership by an Entity - In the event a Lot is owned by an entity, other than Developer, Land Owner, or one of their affiliates, such entity shall designate a partner, officer, fiduciary, or employee of the entity to cast the vote appurtenant to the subject Lot. The voting certificate for such Lot shall be signed by any duly authorized partner or officer of the entity. With respect to Lots



owned by Developer, Land Owner, or one of their affiliates, any officer or agent of the entity owning the Lot present at a meeting or signing a proxy may cast the vote appurtenant to the Lot without the requirement of a voting certificate provided for in this Paragraph.

5. Voting Certificates and Ledger - All voting certificates which shall or may be executed pursuant to this Paragraph shall be filed with the Secretary of the Association, who shall keep all voting certificates and prepare and maintain a ledger listing, by Lot, each Member who is designated to vote on behalf of such Lot.

### **ARTICLE 3 - MEMBER MEETINGS**

- A. Annual Meeting - The Association shall hold an annual meeting of the Members in January of each calendar year. The purpose of the meeting shall be to elect members of the Board of Directors and to transact any other business authorized to be transacted by the Members. The Association shall include the agenda of the annual meeting with the notice.
- B. Special Meetings - Special meetings of the Members may be called by a majority of the Board of Directors and must be called by the Association upon receipt of written request from fifteen percent (15%) of the Association's voting interests. The notice of a special meeting shall state the purpose(s) for which it was called. The business conducted at a special meeting shall be limited to the purpose(s) stated in the notice of the meeting.
- C. Adjourned Meetings - If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, or the Board (if a quorum of the Board is present) may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in accordance with Paragraph D. of this Article and applicable law.

D. Notice of Meetings - The Association shall give all Members notice of all Member meetings, which shall be mailed, delivered, or electronically transmitted to the Members not less than fourteen (14) days prior to the meeting. If mailed, the notice shall be sent to the Member's last known address as it appears in the Association's books and records. Evidence of compliance with the fourteen (14) day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. The Association may, but is not obligated to, post the notice in a conspicuous place or places on the Property in conjunction with mailing, delivering, or electronically transmitting the noticed in accordance with this Paragraph.

1. Roster of Lot Owners - Each Owner shall file with the Association a copy of the deed or other document showing his/her ownership. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of any change. Only Owners of record on the date the notice of meeting is sent shall be entitled to notice of such meeting and are eligible to vote at such meeting, unless prior to any such meeting the actual Owner of the Lot provides the Association adequate evidence of their ownership interest; however, the meeting and any votes shall proceed as scheduled notwithstanding any Owner who did not receive notice of the meeting because of his failure to comply with the requirements of this Section or the transfer of conveyance of a Lot after the notice was sent.
2. Waiver of Notice - A Member may waiver notice of any Member meeting before or after the meeting and the attendance of any Member at a meeting shall constitute such



Member's waiver of notice for such meeting unless the attendance is for the express purpose of objecting the meeting or to the transaction of business because the meeting was not properly noticed or called.

- E. Majority Vote - The Acts approved by a majority of the votes present, in person or by proxy, at a meeting at which a quorum has been attained shall be binding upon all Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles, or these Bylaws.
- F. Quorum - A quorum at Member meetings shall be attained by the presence, either in person or by proxy, of at least thirty (30%) percent of the voting interests of the Association.
- G. Proxies - Votes may be cast in person or by proxy. To be valid, a proxy must be dated and must state the date, time, and place of the meeting for which it was given and must be signed by the authorized person who executed the proxy. A proxy may be made by any person entitled to vote but shall only be valid for the specific meeting for which originally given and lawfully adjourned and reconvened meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy holder may appoint, in writing, a substitute proxy to act in his or her place. A proxy, or any revocation thereof, must be filed in writing and signed by the person authorized to cast the vote for the Lot and filed with the Secretary before the appointed time of the meeting. Members may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Member's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.
- H. Meeting Minutes - Minutes of all Member Meetings shall be maintained in written form or in another form that can be converted into written form within a reasonable time.

- I. Order of Business - The order of business at all Member meetings shall be prescribed in the agenda by the Board.

#### **ARTICLE 4 - BOARD OF ELECTIONS AND BOARD MEMBER QUALIFICATIONS**

- A. Number of Directors - Prior to Turnover, there shall be three (3) of members of the Board of Directors (each member shall be referred to as a "Director"). After Turnover, there shall be (5) Directors.
- B. Initial Appointments - The initial Directors have been, or shall be, appointed by Developer. The initial Directors shall serve until their successors are appointed or elected. Until Turnover, Developer may, in its sole discretion, remove any Director appointed by Developer and appoint a successor in his or her place.
- C. Terms - Except for Directors appointed by Developer in accordance with Paragraph B. of this Article, Directors will serve two (2) year staggered terms in order to provide for a continuity of experience. A yearly "term" as provided for in this Paragraph is measured by the approximate twelve (12) month time frame between the annual election of Directors. At the first election in which Owner other than Developer elect a majority of the Directors, the three (3) candidates receiving the highest number of votes shall each be elected for a two (2) year term. The two (2) candidates receiving the next highest number of votes shall be elected for a one (1) year term. If there are five (5) or fewer candidates at the first election in which Owners other than Developer elect a majority of the Directors, the determination of the three (3) Directors who shall serve the longer terms shall be made among them by agreement or by lot. Thereafter, all Directors shall be elected for two (2) year terms. Directors shall be elected by the Members at the annual meeting provided for in Article 3. Paragraph A. of these Bylaws.
- D. Qualifications - Except for Directors appointed by Developer, every Director must be a Member. If a Member is an entity, any officer or director of the Member is eligible for membership on the Board. Any person otherwise eligible



to be a Director may be otherwise disqualified by the Governing Documents or applicable law.

E. Election of Directors - The following procedures shall apply to the election of Directors when Directors; however, this Paragraph does not apply to the appointment of Directors by Developer.

1. Nominations - Any eligible person desiring to be a candidate for election to the Board must submit a self-nomination, in writing, in between the first day of October and the tenth day of November of the calendar year prior to the annual meeting. A candidate may also be nominated by another Member in accordance with the timeframe provided for in this Section. The Association may adopt a form application to be submitted by a candidate memorializing the nomination. Any person nominated pursuant to this section shall automatically be listed on the ballot unless they are otherwise disqualified from being a Directors pursuant to the Governing Documents or applicable law. Nominations shall not be accepted from the floor at a prior to the election of Directors. This Section applies to Directors running for re-election.

2. Ballots - The ballot prepared for the election of Directors shall list all candidates for Director in alphabetical order. Ballots shall be mailed, delivered, or electronically transmitted with the notice of the annual meeting and may be returned via mail to the Association prior to the meeting or cast at the meeting. The ballots shall contain information regarding the candidates' qualifications to serve on the Board if such information has been provided as part of the nomination process; the Board may proscribe by rule a limit

on the amount of information that may be provided with the ballots.

3. Votes – Directors shall be elected by a plurality of votes, provided a quorum of the Members is present either in person or by proxy. Members may cast one (1) vote for each open seat but there shall be no cumulative voting. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping at a coin by a neutral party.
4. Secret Ballots – Election of the Directors shall be done by secret ballot. Members shall mail or deliver an outer envelope to the Association bearing identifying information reflecting the name of the Member, the Lot for which the vote is being cast, and the signature of the person casting that ballot. The Member shall place their ballot in an inner envelope, with no identifying markings, contained within the outer envelope. If the eligibility of the Member to vote is confirmed and no other ballot has been submitted for that Lot, the inner envelope shall be removed from the outer envelope and placed separately with all other ballots received. If more than one ballot is submitted for a Lot, the ballots for that Lot shall be disqualified. Any vote by ballot received after the closing of the balloting may not be considered. The ballots shall be tallied at the annual meeting and the Secretary, or an agent, shall announce the result of the election and identify any ballots which were received and disqualified.
5. No Election – No election shall be necessary if the number of candidates is less than or equal to the number of vacancies



and the candidates shall automatically be elected and their names announced at the annual meeting.

6. Vacancies on the Board - In the event the office of any Director elected by the Members becomes vacant by reason of death, resignation, or disqualification, a majority of the remaining Directors, although less than a quorum, shall choose a successor Director to fill such vacancy; any successor Director shall serve on the Board for the balance of the unexpired term of the office he was chosen to fill. Directors appointed by Developer may be replaced by Developer.
7. Recall of Directors - Notwithstanding anything to the contrary provide for in this Article, recall of Directors shall be done in accordance with applicable law.

#### **ARTICLE 5 - BOARD MEETINGS**

- A. Organizational Meeting - The organizational meeting shall be held within fourteen (14) days of annual meeting of the Members at such place.
- B. Regular Meetings - Regular meetings of the Board of Directors shall be held at such times as shall be determined by a majority of the Directors. Except for meetings with the Association's attorney(s) with respect to proposed or pending litigation and if the meeting is held for the purpose of seeking or rendering legal advice, Board meetings shall be open to all Members who may participate in accordance with the written policy established by the Board from time to time.
- C. Special Meetings - Special meetings of the Directors may be called by the President or a concurrence of one third (1/3) of the Directors.

- D. Notice to Members - Notice of all Board meetings shall be posted at a designated location on the Property at least forty-eight (48) continuous hours in advance of the meeting, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for the emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Written notice of any meeting at which a special assessment, or at which an amendment to rules regarding Lot use, will be considered shall be mailed or delivered to the Members and posted at a conspicuous location on the Property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with the 14-day notice shall be by affidavit by the person providing the notice and filed among the official records of the Association.
- E. Notice to Board Member - Notice of Board meetings shall be given to Directors personally or by mail, electronic mail, telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Notice shall be transmitted not less than forty-eight (48) hours prior to the meeting. If mailed, such notice shall be effective five (5) days after deposit in a mail receptacle maintained by the United States Postal Service. Notice by personal delivery, electronic mail, telephone, or facsimile transmission shall be effective upon delivery by the person sending the notice.
- F. Waiver of Notice by Director - Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting was not lawfully noticed or called.



- G. Quorum and Voting - A quorum shall consist of a majority of the entire Board of Directors. The acts approved by a majority of Directors present at a meeting at which a quorum is attained shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles, these Bylaws, or applicable law. Directors may not vote by proxy. Directors may not abstain from voting except in the case of an asserted conflict of interest, which must be recorded with the vote on a particular matter. Directors may not vote by secret ballot, except for the election of officers, and all votes or abstentions of each Director present shall be recorded in the minutes.
- H. Telephonic Attendance - Any Director may participate in any Board meeting via telephone or any other similar means of communication by which all Directors participating can hear one another at the same time. Such participation shall be equivalent to that Director's presence in person at any meeting.
- I. Adjourned Meetings - If at any proposed Board meeting, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Notice of a reconvened meeting shall be provided in accordance with Paragraphs D and E of this Article, or applicable law.
- J. Presiding Officer - The presiding officer at Board meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of the President and the Vice President, the Secretary shall preside. Any presiding officer may designate another person to preside over the meeting in his or her sole discretion.
- K. Member Petition to Address Certain Matters - If twenty (20) percent of the Association's total voting interests petition the Board to address an item of business, the Board shall at its next regular meeting, or at a

special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on agenda. The Board shall give all Members notice of the meeting at which the petitioned item shall be addressed in accordance with the (14) day notice requirement in Paragraph D of this Article. Each Member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition or address any other matters.

- L. Meeting Minutes - Minutes of all Board meetings shall be maintained in written form or in another form that can be converted into written form within a reasonable time. Unless otherwise determined by the Board, the Secretary shall maintain the meeting minutes.

## **ARTICLE 6 - OFFICERS**

- A. Principal Officers - The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. A person may hold more than one (1) office, except that the President may not also be the Vice President, Secretary, or Treasurer.
  - a. President - The President shall be the chief executive officer of the Association and shall preside over meetings of the Association. The President shall be responsible for general supervision over the business and affairs of the Association, shall administer the enforcement of all resolutions, orders, and policies of the Board of Directors, and shall perform such other



duties and functions as may be delegated to him or required of him by the Board.

- b. Vice President - The Vice President shall exercise the powers and perform the duties of the President in the absence, inability, or refusal of the President, and shall assist the President, exercise other powers, and perform other duties as are incident to the office of the Vice President and as may be required by the Board or the President.
- c. Secretary - The Secretary shall attend all meetings of the Association, record and maintain the minutes of all meetings of the Association, provide all applicable notices to the Members and Directors of Association meetings, prepare and maintain a ledger of the names and addresses of all Members, maintain all voting certificates identified in Article 2, Paragraph C of these Bylaws, keep and maintain the Association's official books and records (except those to be kept and maintained by the Treasurer), and perform all other duties incident to the office of the Secretary and as may be required by the Board or the President.
- d. Treasurer - The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of the Treasurer and as may be required by the Board or the President. All monies and other valuable effects

shall be kept for the benefit of the Association in such depositories as may be designated the Board. The Treasurer shall be responsible for the preparation and maintenance of an assessments' ledger, and for the issuance of certificates regarding the status of assessments with regard to any Lot.

- B. Appointive Officers - The Board may appoint Assistant Vice Presidents, Assistant Secretaries, Assistant Treasurers, and such other officers as the Board deems necessary to administer the business and affairs of the Association; any such officers shall perform such duties and have such authority as may be determined by the Board. The term of any appointed officer shall not exceed one (1) year.
- C. Delegation of Duties - The duties and responsibilities of officers may be delegated to agents or employees, including but not limited to a management agent, provided that the Board and delegating officer generally supervise the performance of the agent or employee in the performance of such duties and responsibilities.
- D. Term and Qualification of Officers - The President, Vice President, Secretary, and Treasurer shall be elected annually by a majority vote of the Board of Directors at the organizational meeting of the Board held pursuant to Article 5 Paragraph A of these Bylaws. Directors may also serve as officers but officers are not required to be Owners, except that the President shall be an Owner. Each officer shall serve as an officer until his successor has been duly elected, he resigns, he is disqualified, or he is removed from office as provided for in these Bylaws. Notwithstanding anything to the contrary provided for in this Article, if a former Director was also an officer, his term as an officer shall terminate in conjunction with the termination of his membership on the Board.



- E. Resignations and Removal – Any officer may resign from office at any time during the pendency of his term. Any officer may be removed from office with or without cause at any time by the Board.
- F. Vacancies – In the event the office of the President, Vice President, Secretary, or Treasurer becomes vacant for any reason, the Board shall elect a replacement officer to fill such vacancy at the next regular meeting of the Board or at a special meeting of the Board called for that purpose. In the event any other office becomes vacant for any reason, the Board may elect an officer to fill such vacancy at any Board meeting. Any officer elected to fill a vacancy shall serve as an officer of the Association for the unexpired portion of the term of office he was elected to fill.

#### **ARTICLE 7 - COMMITTEES**

- A. Designation of Advisory Committees – The Board may designate one or more advisory committees for the purpose of conduction studies and making reports to the Board for its consideration. Any such committee shall have a chairman and two (2) or more committee members, who must be appointed by the Board. Committee members may be Board members but are not required to be Members of the Association.
- B. Standing Committees – The standing committees of the Association shall be the Architectural Review Committee and such other committees as the Board may establish to serve the best interests of the Association and which are designated by the Board as a “Standing Committee.” The Architectural Review Committee shall have the powers, duties, and functions set forth in the Declaration and applicable law.

- C. Committee Rules and Regulations - Each committee may adopt rules and regulations for its own government; provided, however, that such rules and regulations are not inconsistent with the terms of the resolution of the Board designating the committee or the Governing Documents. The Architectural Review Committee, and any committee deemed a Standing Committee by the Board, shall conduct their affairs in the same manner as provided for in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or Owner participation. The requirement that any committee meetings be open to the Owners is inapplicable to meetings between a committee and the Association's attorney(s) with respect to proposed or pending litigation and if the meeting is held for the purpose of seeking or rendering legal advice.
- D. Committee Term and Removal of Members - Any committee established by the Board may be terminated by the Board at any time. However, the Board may not terminate the Architectural Review Committee. The Board may remove and replace any committee member with or without cause at any time and may replace vacant committee seats at any time.

#### **ARTICLE 8 - FINANCIAL AFFIARS AND BUDGET**

- A. Fiscal Year - The Association's fiscal year shall be the calendar year unless otherwise determined by the Board.
- B. Annual Budget - At least two (2) months prior to the beginning of the following fiscal year, the Board shall adopt a budget of the Association's common expenses in accordance with applicable law. The Annual Budget shall itemize the Association's estimated operating expenses, reserve amounts, and the estimated surplus or deficit at the



end of the fiscal year preceding the fiscal year for which the budget pertains. The Annual Budget shall also fix the rate of the regular annual assessments in accordance with the terms and provisions of the Declaration, which assessments shall be sufficient to cover all costs and expenses for the upcoming fiscal year, less any estimated surplus and additional revenues, if any. The Board shall provide a copy of the budget to each Member or a written notice advising that a copy of the budget shall be provided upon request at no cost to the Member.

1. Reserves – The Board shall establish one or more reserve accounts for capital improvements and deferred maintenance of the Property for which the Association is responsible to repair, maintain, or replace; the Board may pool reserves in one (1) account. The reserve amounts shall be included in the Annual Budget, and the reserve funds may be spent only in compliance with applicable law.
2. Reserve Amounts – The amounts maintained and deposited in any reserve account shall be commuted by means of a formula that is based upon the estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust the estimated replacement reserve amounts annually by taking into account any changes in estimates of cost or useful of a reserve item.
3. Waiver of Reserves – The Members may waive or modify the reserve amounts mandated in this Paragraph in accordance with applicable law.

- C. Depositories – The Association’s depository shall be any bank(s) or savings and loan institution(s) as the Board shall designate from time to time. All funds, securities, and evidences of indebtedness shall be deposited with a depository in the name of the Association in amounts not to exceed the amount of federal insurance available and provided for any such account. Withdrawal of funds from any a depository shall be only on checks signed by officers or other persons authorized by the Board to be signatories with respect to any account.
- D. Financial Reports – The Board shall prepare, or have prepared, an annual financial report in accordance with Florida Statute, Section 720.303(7), or its successor. The Association shall provide each Member a copy of the report or written notice that a copy of the report is available upon request at no charge to the Member.

## ARTICLE 9 - AMENDMENTS

- A. Proposal and Ratification of Amendments – These Bylaws may be amended pursuant to this Paragraph.
- i. Proposal – a resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by at least one-third (1/3) of the voting interests of the Members of the Association. Any proposal shall be in writing and include the text of a proposed amendment.
1. Notice – Notice of the subject matter of a proposed amendment shall be include in the notice of the meeting at which a proposed amendment is to be considered. The notice shall contain the text of the proposed amendment.



2. Approval – Except as otherwise required by law, a proposed amendment shall be adopted if it is approved by not less than two-thirds (2/3) of the Association’s voting interests, present in person or by proxy, at any properly noticed meeting of the Members.
  3. Execution and Recording – A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President and attested by the Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records.
- B. Developer’s Rights – So long as the Developer, Land Owner, or one of their affiliates owns at least one (1) Lot, Developer’s written consent to any amendment must first be obtained. Developer reserves the right to amend the Bylaws in its sole discretion prior to the Turnover. Developer also reserves the right to amend the Bylaws at any time within ten (10) years after the recording of the Declaration to correct any scrivener’s errors. Any amendment made pursuant to this Paragraph shall not require the joinder, consent, or approval of the Members.
- C. No Conflict – No amendment shall conflict with the terms and provisions of the Articles of Incorporation or the Declaration.

## ARTICLE 10 - DISSOLUTION AND MERGER

- A. Dissolution - The Association may be dissolved by a vote of not less than two-thirds (2/3) of the Association's voting interests at any regular or special meeting of the Members; provided, however, that the proposed dissolution is specifically set forth in the notice of any such meeting, and that so long as Developer, Land Owner, or their affiliate owns at least one (1) Lot, Developer's prior written consent to the dissolution of the Association must be obtained.
- B. Merger - The Association may merges with another owners' association (or similar organization), by a vote of not less than two-thirds (2/3) of the Association's voting interests at any regular or special meeting of the Members; provided, however, that the proposed merger is specifically set forth in the notice of any such meeting, and that so long as Developer, Land Owner, or their affiliate owns at least one (1) Lot, Developer's prior written consent to the merger of the Association must be obtained.
- C. Water Management - Prior to the dissolution or merger of the Association, the responsibility for the operation and maintenance of the surface water management system as permitted by the Southwest Florida Water Management District must be transferred to and accepted by an entity approved by said district, if any entity other than the Association shall become responsible for the operation and maintenance pursuant to the terms of the merger.

## ARTICLE 11 - MISCELLANEOUS PROVISIONS

- A. Severability - If any terms or provisions contained in these Bylaws shall be deemed invalid by a court of competent jurisdiction, such term or provisions shall be severable from these Bylaws and the invalidity



or unenforceability of any such term or provision shall not change or impair any other term or provision contained in these Bylaws.

- B. No Compensation - No officer, Director, or committee member shall receive any fee or compensation for their service, unless otherwise provided for by applicable law or the Governing Documents.
- C. Number and Gender - Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.
- D. Captions and Headings - The captions and headings pertaining to the Articles and Paragraphs in these Bylaws are solely for the convenience of reference and in no way shall such captions or headings define, limit, or in any way alter the substance of the provisions contained in this Declaration.
- E. Governing Law - The terms and provisions contained in these Bylaws shall be construed in accordance with and governed by the laws of the State of Florida.

The forgoing was adopted as the Bylaws of Townhomes At Highland Crossing Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida.

IN WITNESS WHEREOF, the said TOWNHOMES AT HIGHLAND CROSSING HOMEOWNERS' ASSOCIATION, INC., has caused the presence to be executed by its proper corporate officers and its corporate seal to be affixed hereto this 21st day of April 2021.

**SIGNATURES, WITNESSES AND NOTARY ON NEXT PAGE**

**TOWNHOMES AT HIGHLAND CROSSING HOMEOWNERS' ASSOCIATION,  
INC.**

By: *Augusto DiGiovanni*

Augusto DiGiovanni, President.

WITNESSES:

*Michael P. Brundage*  
**Michael P. Brundage,**

**Witness**

*Debra M. Taylor*

**Debra M. Taylor,**

**Witness**

**STATE OF FLORIDA**

**COUNTY OF PINELLAS**

**I HEREBY CERTIFY that** on this 21st day of April 2021, before me personally appeared Augusto DiGiovanni, President of TOWNHOMES AT HIGHLAND CROSSING HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said Corporation. WITNESS, my hand and official seal at Safety Harbor, in the County of Pinellas, State of Florida, they day and year last aforesaid.

*Kelly A Fortin*  
Notary Public

