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DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS

FOR

QUAIL RIDGE

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TOTAL 78.00 CHK

This Declaration of Covenants, Conditions, and Restrictions is made this 8th day of September, 1987, by HEIDENREICH, INC., a Florida corporation and QUAIL RIDGE ASSOCIATES, LTD., a Florida limited partnership, d/b/a QUAIL RIDGE ASSOCIATES, a Florida Joint Venture, its successors or assigns (the "Developer").

R E C I T A L S:

Developer is the owner and developer of Quail Ridge, a subdivision of Pinellas County, Florida according to the plat thereof recorded in Plat Book 98, at page 5, Public Records of Pinellas County, Florida less and except Tract "A" as depicted thereon (the "Project"). Developer intends by this Declaration to impose upon the Project mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of lots within the project. Developer desires to provide a flexible and reasonable procedure for the overall development of the Project, and to establish a method for the administration, maintenance, preservation, use, and enjoyment thereof.

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

ARTICLE 1

Definitions

Section 1.1. "Area of common responsibility" shall mean and refer to the responsibility for the Common Areas.

Section 1.2. "Articles" shall mean the Articles of Incorporation for Quail Ridge Homeowners' Association of Seminole, Inc. (the "Association"), copies of which are on file with the Secretary of the Association.

Section 1.3. "Board of Directors" or "Board" shall mean the elected body for the Association having its normal meaning under Florida corporate law.

RETURN TO  
Fisher & Sauls, P.A.  
ST. PETERSBURG BRANCH

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PREPARED BY:  
D. MICHAEL SPEARS  
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Seminole, Florida 33542

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Section 1.4. "Bylaws" shall mean the Bylaws for the Association, including any rules and regulations adopted pursuant to the Bylaws, copies of which are on file with the Secretary of the Association.

Section 1.5. "Common Areas" shall mean any property owned by the Association together with any improvements constructed thereon.

Section 1.6. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including reasonable reserves if adopted by the Board; all as may be found to be necessary and appropriate by the Board pursuant to the Enabling Documents.

Section 1.7. "Declaration" shall mean this document.

Section 1.8. "Developer" shall mean Heidenreich, Inc. a Florida corporation and Quail Ridge Associates, Ltd., a Florida limited partnership, d/b/a Quail Ridge Associates, a Florida Joint Venture, its successors or assigns.

Section 1.9. "Director" or "Directors" shall mean the members of the Board.

Section 1.10. "Enabling Documents" shall mean the Declaration, Articles and Bylaws.

Section 1.11. "Lot" shall mean and refer to any residential lot as reflected on the recorded Plat of the Project.

Section 1.12. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein and is synonymous with "Owner" or "Lot Owner".

Section 1.13. "Mortgage" shall mean and refer to a mortgage lien placed on any Lot.

Section 1.14. "Mortgagee" shall mean and refer to a holder of a Mortgage.

Section 1.15. "Mortgagor" shall mean and refer to a person who has placed a Mortgage on a Lot.

Section 1.16. "Person" mean a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 1.17. "Project" or "Properties" shall mean the property subject to the Declaration, and commonly known as Quail Ridge.

Section 1.18. "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is a part of the Project but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Section 1.19. "Residential Dwelling" shall mean and refer to any residential structure located on a Lot.

Section 1.20. "Turnover" shall mean where, as provided and allowed, by the Declaration, the Developer has transferred control of the Association to a Board, the majority of whom have been elected by the Members of the Association other than the Developer.

ARTICLE 2

Association Membership and Voting Rights

Section 2.1 Membership. Every person or entity who is the record owner of a fee or undivided fee interest in any Lot subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. In the event of multiple Owners of a Lot, the voting rights and rights of use and enjoyment attributable to the Lot shall be as provided in the Bylaws.

Section 2.2 Voting. the Association shall have two (2) classes of membership, Class "A" and Class "B" as follows:

A. Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any.

Class "A" Members shall be entitled on all issues to one (1) vote for each Lot to which they hold the interest required for membership by Section 2.1 hereof; there shall be only one (1) vote per Lot. When more than one Person holds such interest in any Lot, the vote for such Lot shall be exercised as is provided in the Bylaws.

B. Class "B". Class "B" Members shall be the Developer and any successor of Developer to whom Developer has assigned its rights hereunder. The Class "B" Members shall originally be entitled to forty-eight (48) votes; this number shall be decreased by one (1) vote for each Class "A" Member existing at any one time. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) when the total outstanding Class "A" votes equal or exceed forty-three (43);

(ii) January 1, 1995; or

(iii) when, in its discretion, the Developer so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" Members shall be deemed to be Class "A" Members entitled to one (1) vote for each Lot to which the interest required for membership under Section 1 hereof is held. At such time, the Developer shall call a meeting as provided in the Bylaws for special meetings to advise the membership of the termination of Class "B" status.

Section 2.3. Turnover of Association. Upon the termination of the Class "B" membership, the Developer shall also effect Turnover of the Association as is provided in the Bylaws. Notwithstanding the foregoing, the Developer shall be entitled to elect at least one Director to the Board so long as the Developer continues to offer one or more Lots for sale in the Project in the ordinary course of business.

### Article 3

#### Architectural Control

Section 3.1. Appointment of Architectural Committee. The Developer shall appoint a committee to be known as the architectural committee which shall consist of three (3) persons who shall serve on said committee until the first of the following occur: (i) the completion of construction of a Residential Dwelling on each Lot in the Project or (ii) the Developer, in its sole discretion, relinquishes control of the committee, at which time the directors of the Association shall appoint an Architectural Committee consisting of three (3) or more persons who shall serve at the pleasure of the Board.

Section 3.2. Purpose of Committee. In order to insure a uniformly high standard of quality in the Project and to enhance and protect the value, attractiveness and desirability of the Project, no building, fence, wall, swimming pool, mail depository, utility area, driveway, sidewalk, or other structure. or Residential Dwelling shall be commenced, erected, installed or maintained within the Project nor shall any exterior addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved, in writing, as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee.

Section 3.3 Approval of committee; How Evidenced. Whenever in this Article the approval of the Architectural Committee is required, such approval shall be in writing. In the event the Architectural Committee fails to approve or disapprove within forty-five (45) days after receipt of a written request to do so, approval shall be deemed to have been given and compliance with the terms of this Article conclusively presumed. The Architectural Committee's approval of any plans or specifications submitted to it shall not

constitute the assumption of any liability by it for their compliance or conformity with applicable building codes, zoning regulations, and municipal, county, state and federal laws, ordinances and regulations, or for their accuracy, and the Lot Owner shall be solely responsible for such plans and specifications.

**Section 3.4 Committee Guidelines.**

**A. Construction of Dwelling.** No residence or other building, no fence, wall, utility area, driveway, sidewalk, swimming pool or other structure or improvements, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind and shape, height, size materials, floor plans, exterior color schemes, location and orientation of the Lot and approximate square footage, construction schedule, front, side and rear elevations, landscaping plan and irrigation system plans and such other information as the Architectural Committee shall require including, if so required, plans for the grading of the Lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Architectural Committee. The Architectural Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and Lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In the event the Architectural Committee shall so inform the Lot Owner in writing stating with reasonable detail the reason(s) for disapproval and the Architectural Committee's recommendations to remedy same if in the sole opinion of the Architectural Committee a satisfactory remedy is possible. In passing upon such building plans and specifications and lot grading and landscaping plans, the Architectural Committee may take into consideration the suitability and desirability of proposed construction and of the materials of which the same are proposed to be built to the building plot where it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. In addition, there shall be submitted to the Architectural Committee for approval such samples of building materials proposed to be used as the Architectural Committee shall specify and require.

As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of plans and specifications must be submitted to the Architectural Committee. Upon giving written approval, construction shall be started and continued to completion promptly and in strict conformity with such plans and specifications. The Architectural Committee shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made

without application having first been made and approval obtained, as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's cost.

**B. Alterations, Additions and Improvements of Residences.** No Owner shall make any structural alteration, or shall undertake any exterior painting, remodeling or repair of, or addition to, his residence which would substantially alter the exterior appearance thereof without the prior written approval of the plans and specifications thereof by the Architectural Committee. The Architectural Committee shall grant its approval only in the event that the proposed work will benefit and enhance the entire Project in a manner consistent with the plans of the development thereof.

**C. Miscellaneous Additions and Alterations.** No building, fence, wall, well, irrigation system, mail depository or other structure shall be erected or maintained on any Lot within the Project, nor shall any exterior addition or other external attachment be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and locations of the same have been submitted to and approved, in writing, by the Architectural Committee as to the harmony of external design and location in relation surrounding structures and topography.

**D. Damage and Destruction of Residences; Approval of Structural Variances.** Any Owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the Architectural Committee for approval to reconstruct, rebuild or repair his residence in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for any such approval shall be made in writing by the Owner, together with full and complete plans, specifications, working drawings and elevations, showing the proposed reconstruction and the end result thereof. The Architectural Committee shall grant approval only if the design proposed by the Owner shall result in a finished residence of exterior design harmonious with the other residences in the Project.

**E. Developer's Exemption.** The terms and conditions of this Article shall not apply to the Developer.

#### Article 4

##### Use Restrictions

**Section 4.1 Residential Lots.** All Lots shall be used for the construction of a Residential Dwelling for a single family and for no other purpose. Notwithstanding anything to the contrary in this Declaration, the Developer shall have the right to maintain a temporary sales office trailer and/or models within the Project so long as the Developer has one or more Lots for sale in the ordinary course of business.

**Section 4.2 Boarding.** No Owner or occupant shall be permitted to maintain a boarding house within the Project.

**Section 4.3 Nuisances.** No trade, occupation or activity of any kind or nature which is offensive, annoying, obnoxious or dangerous shall be permitted on any Lot nor shall any act or conduct which is offensive, annoying, obnoxious or dangerous to the neighborhood be permitted.

**Section 4.4 Drilling or Mining.** No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any Lot.

**Section 4.5 Wells.** So long as potable water is available from a public or municipal utility, no well shall be sunk or drilled on any lot in the Project except for the purpose of irrigation, or to provide water for the operation of a thermal heating or cooling system for the Residential Dwelling constructed upon the Lot.

**Section 4.6 Minimum Floor Space.** Unless otherwise expressly approved by the Architectural Committee, all residential structures shall contain a minimum of 1,800 square feet living area, exclusive of open porches, terraces, patios, garages or servants quarters. No Residential Dwelling shall exceed two and one-half (2-1/2) stories and all Residential Dwelling shall include an attached garage having a minimum capacity of two (2) cars.

**Section 4.7 Setbacks.** There shall be a minimum setback for all Residential Dwellings as follows:

- A. There shall be a twenty-five (25) foot setback from the front Lot line to the building or any supporting structure.
- B. There shall be a seven and one-half (7-1/2) foot setback from the side Lot line to the side of any structure or wing wall.
- C. There shall be a ten (10) foot setback from the rear Lot line.
- D. On corner lots there shall be a twenty-five (25) foot setback from the Lot line abutting the street.

The foregoing minimum setbacks may be modified on an individual Lot basis by the Architectural Committee where it appears such a modification may be granted without detrimental effect to the adjacent Lots or the Project as a whole.

**Section 4.8 Signs.** No sign of any kind shall be displayed to the public view on any Lot, except for one sign of not more than

five square feet advertising the property for sale or rent. Such signs as are allowed must be maintained in good condition at all times and must be removed upon closing in the case of a "for sale" sign or upon the tenant's taking occupancy of the property in the case of a "for rent" sign. All signs shall be professionally made. Notwithstanding the foregoing, the Developer shall have the right to construct signs at the entrance to the Project exceeding the foregoing sign restrictions until such time as the Developer has sold all Lots in the Project.

**Section 4.9 Maintenance of Lots.** Each Lot, whether occupied or unoccupied, shall be maintained clean and free from refuse, debris and unsightly growth or such as may be considered a fire hazard. In the event that any Owner shall fail or neglect or omit to trim or maintain any hedge fence at the street line of his property or fail to keep clean any Lot in the manner herein provided for more than ten (10) days after having been notified by the Association to do so, in writing, addressed via registered or certified United States mail to such Owner at his last known address, then the Association thereafter, for such purposes may enter upon such Lot for the purpose stated in said notice. In the event it becomes necessary for the Association to maintain a Lot, the Association shall be entitled to assess the Owner for the expenses incurred by the Association in maintaining the Lot. Any assessment made hereunder, together with interest, cost and reasonable attorneys' fees shall also be the personal obligation of the Owner of the Lot described in the assessment when the same became due and payable. The personal obligation for delinquent assessments shall not pass to the successors in title of the Owner on the date when the assessment became due and payable unless expressly assumed by such Owner's transferee.

**Section 4.10 Temporary Structures.** Trailers, tents, campers, shacks, barns or any temporary building of any design whatsoever are expressly prohibited within the Project and no temporary residence shall be permitted in unfinished buildings. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a Residential Dwelling and which shall be removed from the Lot of the completions of the Residential Dwelling.

**Section 4.11 Trucks, Trailers, Boats, Vans, Campers, Recreational Vehicles, Motorcycles and Commercial Vehicles.** No trucks, buses, boats, travel trailers, mobile homes, motor homes, recreational vehicles, vans (other than those primarily used to carry passengers), or any other type of trailers or commercial vehicles shall be permitted to park overnight on a Lot unless in an enclosed garage. For purposes of this subsection, the definitions as used in the Florida Statutes, as amended from time to time, shall be controlling (as amended 11/23/76).

**Section 4.12 Keeping of Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, save and except that each Lot owner shall be allowed to have cats, dogs



or other common household pets so long as there are not more than two (2) of such household pets per Lot and provided that such household pets shall not be kept, bred or maintained for any commercial purposes. No person owning or in custody of such household pets shall allow said household pets to stray or go upon another Lot without the consent of the owner of such Lot; and provided further that all animals shall be on a leash when outside of the Owner's Lot.

**Section 4.13 Mail Depository.** No mail depository shall be erected on any Lot without the prior approval of the design, color and location of the same by the Architectural Committee pursuant to the provisions of Article 3 herein.

**Section 4.14 Landscaping and Sprinkler Systems.** At the time the Owner submits plans and specifications and surveys to the Architectural Committee, a landscape survey or plan shall be submitted to the Architectural Committee for approval. All Lots in this project upon which a Residential Dwelling has been erected shall be fully sodded and shall be maintained with at least the minimum landscaping required by the Architectural Committee in order to obtain approval of the plans for construction of the Residential Dwelling.

**Section 4.15 Antennas, Aerials or Discs.** No outside transmitting or receiving antenna or aerial of any type shall be erected on any Lot in the Project, however, antennas or aerials which are installed so as to be completely concealed from the public view, such as in attics or garages shall be permitted. Radio or television receiving discs shall be permitted only upon prior written approval of the Architectural Committee, pursuant to the provisions of Article 3 herein.

**Section 4.16 Air Conditioners.** No window or wall mounted air conditioning unit shall be permitted on any Residential Dwelling in the Project. Any air conditioning unit located on the exterior of a Residential Dwelling must be concealed in an enclosure approved by the Architectural Committee pursuant to the provisions of Article 3 herein.

**Section 4.17 Clothes Drying.** No permanent clothes lines shall be allowed. Temporary lines in rear yards may be set on removable stanchions, which shall be removed when not in use.

**Section 4.18 Refuse.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash or garbage containers must be placed in walled-in or landscaped areas, approved by the Architectural Committee, so that they shall not be visible from the adjoining Lots or from the street, except on regular days for the collection of trash, garbage or rubbish, as provided by any sanitary service unit and then only when such sanitary service requires the container or containers to be placed in front of the Residential Dwelling. Each Lot Owner shall be required to contract for garbage pick-up with the garbage collection service servicing the Project.

**Section 4.19 Maintenance and Repair of Structures.** Each Owner shall be required to maintain all buildings and structures so as to keep the same in a clean and attractive condition. Each Owner shall be required to diligently rebuild or repair any building or structure damaged or destroyed by fire or other casualty so that such building or structure is substantially restored to its original appearance and condition unless the Architectural Committee authorizes reconstruction or repair in a manner or design unlike the original structure. Prior to commencing repair or reconstruction of any building or structure, the Owner shall submit to the Architectural Committee for approval copies of all plans and specifications relating to such repair or reconstruction pursuant to the provisions set forth in Article 3 herein.

**Section 4.20 Walls and Fences.** No boundary wall or fence shall be constructed with a height of more than six (6) feet above the ground level of the adjoining property and no boundary line or hedge or shrubbery shall be permitted with a height of more than six (6) feet. No fence shall be permitted in any front yard beyond an imaginary line, extending from the corners of the structure, perpendicular to the adjacent side Lot line. No wall or fence of any height or type shall be constructed or erected prior to the Owner obtaining approval of the same pursuant to the provisions set forth in Article 3 herein.

**Section 4.21 Utility Easements.** Easements for installation and maintenance of utilities are reserved as shown on the recorded plat for the Project. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The utility easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot; except for those improvements for which a public authority or utilities company is responsible.

**Section 4.22 Sidewalks.** Simultaneously with the construction of a Residential Dwelling on any Lot, a four (4) foot wide, cement sidewalk shall be installed according to the specifications of Pinellas County, Florida, at the expense of the Lot Owner. Said sidewalk shall be constructed along the street right-of-way wherever the Owner's property abuts the street. The line of grade of said sidewalk shall be in accordance with the sidewalk plan for the Project.

**Section 4.23 Basketball Goals.** No basketball goal, back board, hoop or net shall be erected on any Lot or attached to any Residential Dwelling within the Project so that the same is visible from a road or street.

**Section 4.24 Construction and Rapid Completion.**

A. Construction of a Residential Dwelling shall commence within eighteen (18) months from the date of original Lot closing from Developer.

B. Construction of each Residential Dwelling shall be completed within twelve (12) months from the date of commencement thereof or by authorized extension of such time limit brought before the Architectural Committee which request for extension of limitation shall be in writing and signed by all parties.

Section 4.25 Wood Storage. Any firewood or similar material stored on any Lot shall be neatly maintained on the rear of the Lot and not visible from any street.

Section 4.26 Additional Rules. The Association shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the Owners and to prevent such nuisances as shall arise from time to time as relates to the use of the Lots as set forth in the Bylaws of the Association.

#### Article 5

##### Owner's Obligation to Repair or Rebuild

Section 5.1 Obligation to Repair. Each Owner shall, at his sole cost and expense, repair the exterior and interior of his Residential Dwelling, keeping the same at all times in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

Section 5.2 Obligation to Rebuild. If all or any portion of a Residential Dwelling or other improvements upon a Lot are damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct the same in a manner which will substantially restore it to its appearance and its conditions immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner.

#### Article 6

Common Improvements. The Developer may construct, as common improvements, signs at the entrance of the Project and an irrigation system for the Common Areas. No Owner shall damage, destroy, deface or remove any common improvement.

#### Article 7

##### Maintenance of Common Areas and Expenditure of Assessments

Section 7.1 Maintenance. The Association shall maintain and keep in good repair the Common Areas and any improvements thereon including any drainage retention areas within the Common Areas and the cost of such maintenance shall be funded as hereinafter provided.

Section 7.2 Expenditure for Common Area Maintenance. Expenditures for maintenance shall include, but not be limited to, reasonable costs incurred in maintaining the Common Areas, cleaning, painting, repairing or replacing any improvements thereto in order to keep the same in a state of good repair.

Article 8

Insurance

The Association's Board of Directors or its duly authorized agent shall have the authority to obtain insurance for all insurable improvements to the Common Areas. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also have the authority to obtain a public liability policy covering the Common Areas, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Premiums for all insurance so obtained by the Association shall be Common Expenses of the Association.

Article 9

Assessments

Section 9.1 Creation of Lien and Personal Obligation of Assessment. Pursuant to the Association's responsibility for the maintenance of the Common Areas as set forth in Article 7 each Owner of one or more Lots, subject hereto by acceptance of a deed therefor, whether or not it shall be so expressly stated on such deed or deeds, including any purchaser at a judicial sale, unconditionally covenants and agrees to pay to the Association:

- A. Annual assessments or charges; and
- B. Special assessments for capital improvements to be payable monthly, quarterly or annually.

Each of the aforementioned assessments to be established and collected as hereinafter provided. All such assessments, together with interest thereon, from the due date at the maximum legal rate and the costs of collection thereof (including attorneys' fees) shall be a charge on the Lot and shall be secured by lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and attorneys' fees, shall also be the personal obligation of the person or entity who was the owner of record of the Lot described in the assessment on the date when the assessment became due and payable. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. The personal obligations for delinquent assessments shall not pass to the successor in title of the Owner on

the date when the assessment became due and payable unless expressly assumed by such Owner's transferee.

**Section 9.2 Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to:

A. Provide for the maintenance, repair or replacement of the Common Areas or improvements thereon.

B. Provide for any insurance coverage obtained by the Association in accordance with the terms hereof.

**Section 9.3 Annual Assessment.** The Board is hereby empowered to prepare and submit to the Association an annual budget for its approval, and based thereon to determine the amount of the annual assessment from time to time or as often as may be required as provided for hereinafter for adjustment thereof, but in no event shall the annual assessment be re-adjusted more often than quarterly by the Board in carrying out the purposes for which the annual assessment shall be made as set forth hereinafter and subject to the economic reality of the sums necessary to be expended in providing the items of service as set forth herein and as same shall vary from time to time.

**Section 9.4 Expenditures.** The Association shall acquire and pay out for, out of the funds derived from annual assessments, certain items of service which may include, but may not be limited to, the following:

A. Maintenance of the grounds for the Common Areas or improvements thereon.

B. Carry and pay for public liability insurance, insuring the Association against any and all liability for the public and insuring the Association against any and all liability to any owner arising out of the Common Areas.

C. Any and all legal fees, audit fees and miscellaneous management fees, that are necessary and proper in the opinion of the Board and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of the Declaration or the Bylaws, or which is necessary and proper in the opinion of the Board for the operation of the Common Areas for the benefit of the Owners.

D. There shall be no mandatory reserves for replacement; however, upon a proper vote as set forth in the bylaws, at a meeting duly called for the purpose of determining annual assessments, the Association may vote to establish a reserve fund for the happening of certain named contingencies which shall be determined and set forth in a resolution duly voted upon and executed by the Association.

E. Any and all other purposes deemed necessary and proper upon a proper vote as set forth in the Bylaws at a meeting duly called for the purpose of determining annual assessments the Association may vote to establish an additional category for the happening of certain named events or services which are required or desired by the Association, which vote shall be determined and set forth in a resolution duly voted upon and executed by the Association.

**Section 9.5 Right of Assessment.** Pursuant to the obligation of the Association to maintain the Common Areas as provided for herein, and in regard thereto, the Association shall:

A. Have the right and power to contract with a maintenance company to carry out the obligations in regard to the maintenance as set forth herein.

B. Have the right and power to assess each Member a "pro rata share" as defined hereinafter of the total obligation of the Association which is secured by the Member's personal obligation as evidenced by the individual Member's acceptance of the deed for his individual Lot.

**Section 9.6 Uniformity.** All assessments must be fixed at a uniform rate for all Lots subject hereto.

**Section 9.7 Due Dates.** Due dates shall be established by the Board. The Board shall additionally prepare a roster of the Lots and the assessments applicable thereto which shall be kept by the Association and shall be open to the inspection of any Owner. The Association shall, upon demand 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 and further, the Association may delegate to and contract for collection of the assessments of the Association.

**Section 9.8 Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage securing an indebtedness and shall also be subordinate to any mortgage owned or insured by the Federal Housing Administration or the Veteran's Administration. An institutional first mortgage referred to herein shall be a mortgage upon a Lot originally granted to and owned by a bank, savings and loan association, or insurance company or through their respective loan correspondents intended to finance the purchase of a Lot or its refinance or security loan where the primary security for the same is the Lot involved. Should any institutional first mortgagee, as described hereinabove, foreclose its mortgage against a Lot secured by such first mortgage or obtain title to a Lot by conveyance in lieu of foreclosure, then so long thereafter as such institutional mortgagee shall hold title to said Lot, the first mortgagee shall pay its pro rata share of the annual and special assessments as provided for herein. The sale or transfer of any Lot pursuant or subsequent to a foreclosure or proceeding in lieu

thereof shall be to extinguish the personal obligation of the Owner who was the Owner of record prior to said foreclosure or proceeding in lieu thereof.

**Section 9.9 Effect of Non-Payment of Assessments; Remedies of the Association.** Any assessment not paid when due shall at the option of the Board bear interest from the date due at the maximum legal rate until paid. The Association may, at its election, bring an action at law against the Owner(s) personally obligated to pay the same and/or foreclose the lien against the Lot in which event, there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including reasonable attorneys' fees) and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

**Section 9.10 Capital Contribution.** Each Owner who purchases a Lot from the Developer shall make a one time capital contribution to the Association in the amount of \$150.00 at the time of closing on the purchase of the Lot which shall be used for payment of Common Expenses.

**Section 9.11 Guaranteed Assessment.** Notwithstanding anything to the contrary in the Enabling Documents there shall be no assessments for Common Expenses levied against the Lots in 1987 as the Developer has assumed the responsibility for payment of the Common Expenses for 1987. Commencing January 1, 1988 the Owner(s) of each Lot, other than the Developer, shall be obligated for quarterly assessments for Common Expenses in the amount of \$60.00 per Lot per quarter (the "Guaranteed Assessment") and the Developer shall be responsible for all Common Expenses over and above the Guaranteed Assessment amount. The \$60.00 per quarter assessments shall be due and payable from each Lot Owner other than the Developer on the first day of each January, April, July and October until the Developer transfers control of the Association to the Lot Owner's other than the Developer or until the Developer elects to terminate the Guaranteed Assessment whichever shall occur first. During the period the Guaranteed Assessment remains in effect the Developer shall be excused from payment of assessments attributable to any Lots owned by the Developer but the Developer shall pay all Common Expenses over and above the Guaranteed Assessment amount. Upon termination of the Guaranteed Assessment the Developer shall be obligated for Common Expenses attributable to any Lots owned by the Developer on the same basis as any other Lot Owner.

Article 10

General Provisions

**Section 10.1 Indemnification.** The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or

director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

**Section 10.2 Term.** The covenants and restrictions of this Declaration shall be perpetual and shall run with and bind the Project, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

**Section 10.3 Amendment or Termination.** This Declaration may be amended or terminated only by the affirmative vote (in person or by proxy) or written consent of Members representing a majority of the total voting power of the Association. Any amendment or termination must be recorded among the public records of Pinellas County, Florida. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. Notwithstanding anything to the contrary herein, so long as the Class "B" Membership exists, the Developer may, without the consent of the Class "A" Members or the Association, amend this Declaration, so long as the substantive rights of existing Owners are not materially adversely affected.

**Section 10.4 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 10.5 Enforcement - Attorneys' Fees.** The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Lot Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so hereafter. In the event any legal proceeding is required to enforce the terms and



conditions of this Declaration, the prevailing party shall be entitled to recover all costs incurred therein including reasonable attorney's fees whether or not suit may be filed.

IN WITNESS WHEREOF the officer has affixed his signature hereto this 25 day of August, 1987.

Witnesseth:

HEIDENREICH, INC., a Florida corporation and QUAIL RIDGE ASSOCIATES, LTD., a Florida limited partnership, d/b/a QUAIL RIDGE ASSOCIATES, a Florida Joint Venture

By: HEIDENREICH, INC.

*Marjorie Bates*  
*Debra Murray*

By: *J.I. Heidenreich, Jr.*  
Joseph I. Heidenreich, Jr.  
as President

(CORPORATE SEAL)

By: QUAIL RIDGE ASSOCIATES, LTD.

*Joi McKnight*  
*Cynthia Davis*

By: *Irwin Miller*  
Irwin Miller as General Partner

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

This Declaration was acknowledged before me this 27 day of August, 1987 by JOSEPH I. HEIDENREICH, JR. as President of Heidenreich, Inc., on behalf of the corporation.

My Commission Expires:

*Jane Blawie*  
Notary Public State of Florida

STATE OF FLORIDA  
COUNTY OF PINELLAS

Notary Public State of Florida at Large  
My Commission Expires Nov. 05 1989

NOTARIAL  
This Declaration was acknowledged before me this 25th day of August, 1987 by IRWIN MILLER as General Partner of Quail Ridge Associates, Ltd., on behalf of the limited partnership.

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Feb. 3, 1990  
Dated The Day After Tomorrow

*Joi McKnight*  
Notary Public - State of Florida

ARTICLES OF INCORPORATION

OF

QUAIL RIDGE HOMEOWNERS' ASSOCIATION  
OF SEMINOLE, INC.

(a Florida not for profit corporation)

The undersigned does hereby execute these Articles for the purpose of forming a corporation not for profit. Pursuant to the provisions and laws of the State of Florida, I certify as follows:

ARTICLE 1

NAME

The name of the corporation shall be Quail Ridge Homeowners' Association of Seminole, Inc.

ARTICLE 2

DEFINITIONS

Section 2.1 The terms used in these Articles of Incorporation shall be defined in accordance with the Declaration of Covenants, Conditions and Restrictions for Quail Ridge and as follows unless the context otherwise requires:

- (a) Articles: This document.
- (b) Association: Quail Ridge Homeowners' Association of Seminole, Inc.
- (c) Board of Directors or Board: The Board of Directors for the Association.
- (d) Bylaws: The Bylaws of the Association including any Rules and Regulations
- (e) Declaration: The Declaration of Covenants, Conditions and Restrictions for the Project.
- (f) Developer: Heidenreich, Inc., a Florida corporation and Quail Ridge Associates, Ltd., a Florida limited partnership, d/b/a Quail Ridge Associates, a Florida Joint Venture, its successors or assigns
- (g) Enabling Documents: The Declaration, Articles and Bylaws
- (h) Project: ~~Quail Ridge~~
- (i) Turnover: Where, as provided and allowed, by the Declaration, the Developer has transferred control of the Association to a Board, the majority of whom have been elected by the Members of the Association other than the Developer.

Section 2.2 Whenever the context so permits, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

### ARTICLE 3

#### PURPOSE

The purpose for which the Association is organized is to provide an entity for the operation of the Project in accordance with the Declaration, these Articles and the Bylaws.

### ARTICLE 4

#### QUALIFICATION OF MEMBERS AND MANNER OF ADMISSION

Section 4.1 The Members of the Association shall constitute all the record owners of Lots in the Project (the "Owners" or "Lot Owners").

Section 4.2 A change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing record title to a Lot and the delivery to the Association of a copy of such recorded instrument. The owner designated by such instrument thus becomes a Member of the Association and the membership of the prior owner of such Lot shall thereupon be terminated.

### ARTICLE 5

#### POWERS AND DUTIES

The Association shall have the following powers:

Section 5.1 All of the powers and duties provided by Chapter 617, Florida Statutes (or its successor) to a corporation not for profit, except as limited by the Declaration, or the Bylaws.

Section 5.2 All of the powers of the Association shall specifically include the following:

- (a) adopt and amend Bylaws and Rules and Regulations;
- (b) adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for Common Expenses from Lot Owners;
- (c) hire and terminate employees, agents and independent contractors;
- (d) institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners on matters affecting the Project;

- (e) make Contracts and incur liabilities;
- (f) regulate the use, maintenance, repair, replacement and modification of Common Areas;
- (g) acquire, hold, encumber and convey in its own name any right, title, or interest to real or personal property;
- (h) impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association.
- (i) provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance;
- (j) exercise any other powers conferred by the Declaration or Bylaws;
- (k) exercise all other powers that may be exercised in this State by legal entities of the same type as the Association; and
- (l) exercise any other powers necessary and proper for the governance and operation of the Association.

Section 5.3 Except as limited by the Declaration, these Articles or the Bylaws, the powers and duties of the Association may be effected through the actions of the Board without the concurrence or ratification by the Members of the Association.

#### ARTICLE 6

##### CORPORATE EXISTENCE

The Association shall have perpetual existence.

#### ARTICLE 7

##### INCORPORATOR

The name and address of the incorporator of these Articles is: Joseph I. Heidenreich, Jr., 11444 Seminole Boulevard, Largo, Florida 34648

#### ARTICLE 8

##### BOARD OF DIRECTORS

Section 8.1 The affairs of the Association shall be managed by the Board. The number of directors on the Board may be changed from time to time as provided by the Bylaws, but their number shall never be less than three nor more than five.

Section 8.2 The Lot Owner directors of the Board shall be elected at the annual meeting of Members of the Association in the manner provided by the Bylaws.

Section 8.3 All Members of the Board elected by Lot Owners shall be Members of the Association, except as may be provided in the Bylaws. Any Member of the Board appointed by the Developer need not be a Member of the Association.

Section 8.4 The first election of directors to the Board shall not be held until after the Developer has closed the sales of, and the Lot Owners, other than the Developer, own fifteen percent or more of the Lots that will be operated ultimately by the Association, and at that time the Lot Owners, other than the Developer, shall be entitled to elect one director of the Board. The directors named in these Articles shall serve until the first election of directors and any vacancies shall be filled as is provided by the Bylaws.

Section 8.5 The names and addresses of the Members of the first Board are as follows:

NAMES:	ADDRESSES:
Joseph I. Heidenrich, Jr.	11444 Seminole Boulevard Largo, Florida 34648
Robert Koch	11444 Seminole Boulevard Largo, Florida 34648
Geeta Naman	11444 Seminole Boulevard Largo, Florida 34648

## ARTICLE 9

### OFFICERS OF THE ASSOCIATION

Section 9.1 The affairs of the Association shall be administered by a president, a vice-president, a secretary and a treasurer, and such other officers as the Board may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of president and vice-president.

Section 9.2 Officers of the Association shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board.

Section 9.3 The names of the officers who shall serve until their successors are designated by the Board are as follows:

President:	Joseph I. Heidenreich, Jr.
Vice-President:	Robert Koch

Secretary: Geeta Naman

Treasurer: Geeta Naman

Section 9.4 The officers shall have such duties, responsibilities and powers as provided by the Bylaws and the Declaration.

#### ARTICLE 10

##### INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such director or officer may be entitled.

#### ARTICLE 11

##### BYLAWS

The Board named in these Articles shall adopt Bylaws for the Association. The Bylaws may be altered, amended or repealed by the Board until a majority of the Directors have been elected by the Members other than the Developer at which time the Members of the Association shall have the power to alter or rescind the Bylaws as further specified in the Bylaws.

#### ARTICLE 12

##### AMENDMENT TO ARTICLES

These Articles may be amended by the Board until turnover of the Association as provided by the Declaration and the Bylaws has been affected. After turnover, these Articles shall be amended only by vote of a majority of the Members of the Association, at any meeting of the Association duly called for such purposes and in conformance with the procedures for such meeting as is provided in the Bylaws; PROVIDED, HOWEVER, all proposed amendments to these Articles shall first be considered by the Board at a duly constituted meeting with a majority of the Board members voting to place the proposed amendment to these Articles before the membership of the Association for adoption.

IN WITNESS WHEREOF, the incorporator has affixed his  
signature hereto this            day of            , 19   .

\_\_\_\_\_  
Joseph I. Heidenreich, Jr. (SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing Articles of Incorporation were acknowl-  
edged before me this            day of            , 19   , by JOSEPH  
I. HEIDENREICH, JR.

\_\_\_\_\_  
Notary Public - State of Florida

My Commission Expires:

BYLAWS

OF

QUAIL RIDGE HOMEOWNERS' ASSOCIATION OF  
SEMINOLE, INC.

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

ARTICLE 1

GENERAL

Section 1.1 IDENTITY. These are the Bylaws of Quail Ridge Homeowners' Association of Seminole, Inc. hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapter 617, Florida Statutes.

Section 1.2 FISCAL YEAR. The fiscal year of the Association shall be as is determined by the Board of Directors.

Section 1.3 SEAL. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

Section 1.4 DEFINITIONS. The terms used herein shall be as defined as follows:

- (a) "Articles" shall mean the Articles of Incorporation for the Association.
- (b) "Board of Directors" or "Board" shall mean the elected body for the Association having its normal meaning under Florida corporate law.
- (c) "Bylaws" shall mean this document.
- (d) "Common Areas" shall mean any property owned by the Association together with any improvements constructed thereon.
- (e) "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including reasonable reserves if adopted by the Board; all as may be found to be necessary and appropriate by the Board pursuant to the Enabling Document.
- (f) "Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Quail Ridge.



- (g) "Developer" shall mean Heidenreich, Inc., a Florida corporation and Quail Ridge Associates, Ltd., a Florida limited partnership d/b/a Quail Ridge Associates, a Florida Joint Venture, its successors and assigns.
- (h) "Director" or "Directors" shall mean the members of the Board.
- (i) "Enabling Documents" shall mean the Declaration, Articles and Bylaws.
- (j) "Lot" shall mean and refer to any residential lot as reflected on the recorded Plat of the Project.
- (k) "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein and is synonymous with "Owner" or "Lot Owner".
- (l) "Mortgage" shall mean and refer to a mortgage lien placed on any Lot.
- (m) "Mortgagee" shall mean and refer to a holder of a Mortgage.
- (n) "Mortgagor" shall mean and refer to a person who has placed a Mortgage on a Lot.
- (o) "Person" mean a natural person, a corporation, a partnership, trustee, or other legal entity.
- (p) "Project" or "Properties" shall mean the property subject to the Declaration, and commonly known as Quail Ridge.
- (q) "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is a part of the Project but excluding in all cases any party holding an interest merely as security for the performance of an obligation.
- (r) "Residential Dwelling" shall mean and refer to any residential structure located on a Lot.
- (s) "Turnover" shall mean where, as provided and allowed, by the Declaration, the Developer has transferred control of the Association to a Board, the majority of whom have been elected by the Members of the Association.

## ARTICLE 2

### BOARD OF DIRECTORS

#### Section 2.1 NUMBER AND QUALIFICATION.

- (a) The affairs of the Association shall be governed by a Board of Directors consisting of no less than three and no more than five persons, all of whom, excepting the members of the Board elected by the developer, shall be Lot Owners. Should any Lot be owned by a partnership or corporation, in a fiduciary capacity or otherwise, any shareholder, director, officer, general partner or employee of such owner shall be eligible to serve as a director. At any meeting at which Directors are to be elected, the Lot Owners may, by resolution, adopt specific procedures for conducting such elections, not inconsistent with these Bylaws or the corporation statutes of the State of Florida.
- (b) The terms of at least one-third of the members of the Board shall expire annually.

Section 2.2 VACANCY AND REPLACEMENT. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred; provided, however, during such time as the Developer shall be entitled to elect members of the Board, only the Developer may remove or replace Directors appointed by it.

Section 2.3 REMOVAL. Except as provided herein, Directors may be removed, with or without cause, by an affirmative vote of a majority of the Members at any regular or special meeting of the membership of the Association.

Section 2.4 INITIAL BOARD OF DIRECTORS. The Directors of the initial Board shall hold office and exercise all powers of the Board until the first election of the Board, anything herein to the contrary notwithstanding; provided any or all said Directors shall be subject to replacement in the event of resignation or death, as above provided.

#### Section 2.5 POWERS OF BOARD OF DIRECTORS.

- (a) The Board shall effect all of the powers granted to the Association by Chapter 617, Florida Statutes, the Declaration or as granted by Article 5 of the Articles except as may be specifically prohibited therein or by these Bylaws.

- (b) The Board has the power to adopt and amend rules and regulations (the "Rules and Regulations") as authorized by Section 5.3(a) of the Articles, except the power to adopt or amend the Rules and Regulations shall be limited so that all Rules and Regulations and their amendments shall be repealed if written notice of an objection to any Rules and Regulations or amendment is filed by a majority of the members within ninety days after notice of the adoption of the same is furnished to the Members. All Rules and Regulations and amendments thereto shall be maintained by the Secretary and furnished to each Member when adopted by the Board.
- (c) The Directors may, pursuant to Florida Statutes 617.10(3) impose fines in such reasonable sums as they deem appropriate, not to exceed one hundred fifty dollars against Members for violations of the Declaration, Articles, these Bylaws or the rules and regulations, by Members or their guests or lessees and to collect the same as an assessment. Each day of violation shall be a separate violation. No fine shall be imposed until the Members has been given an opportunity to be heard before the Board.

Section 2.6 MEETINGS.

- (a) The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable.
- (b) Any Director may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof.
- (c) Special meetings of the Board may be called by the president on five days' notice to each director. Special meetings shall be called by the president or secretary in a like manner and on like notice on the written request of three Directors.
- (d) All meetings of the Board shall be open to Members of the Association. Written notice shall be given to all Members of the Association at least five (5) days prior to any meeting of the Board if the Board shall consider assessments against Members, the notice of meeting shall contain a statement that assessments are an agenda item and shall describe the nature of the proposed assessments.

- (e) At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at the meeting at which there is a quorum shall be the act of the Board except as may be otherwise specifically provided by statute or by these Bylaws. If a quorum shall not be present in any meeting of the Board, the Directors present at the meeting may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.
- (f) Each Director shall have one vote and such voting may not be by proxy.
- (g) Meetings of the Board may be held by "conference call" so long as all those in attendance at the Board meeting are able to hear and monitor (by loud speaker or other such device) the entire Board meeting and the notice requirements of the section are satisfied.

Section 2.7 TRANSFER OF ASSOCIATION CONTROL. As set forth in Article 3 of the Declaration, control of the Association shall be turned over to the Members other than the Developer upon termination of the Class "B" membership.

Section 2.8 ORDER OF BUSINESS. The order of business at all meetings of the Board shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of last meeting.
- (d) Consideration of communications.
- (e) Resignations and elections.
- (f) Reports of officers and employees.
- (g) Reports of committees.
- (h) Unfinished business.
- (i) Original resolutions and new business.
- (j) Adjournment.

Section 2.8 COMPENSATION. No person shall receive any compensation from the Association for acting as a Director.

Section 2.9 ANNUAL STATEMENT. The Board will present, not less often than at the annual meeting, a full and clear statement of the business and condition of the Association.

## ARTICLE 3

### OFFICERS

Section 3.1 DESIGNATION. The principal officers of the Association shall be the president, the vice-president, the secretary and the treasurer, all of whom shall be elected by the Board. The Board may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The president and vice-president, but no other officers, need be members of the Board. Any two offices may be held by the same person, except the offices of president and vice-president. The office of vice-president may be vacant.

Section 3.2 ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3.3 REMOVAL OF OFFICERS. Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board, or at any special meeting of the Board called for that purpose.

Section 3.4 PRESIDENT. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board. He shall have all of the general powers and duties which are incident to the office of president of a not for profit corporation organized under the laws of the State of Florida, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 3.5 VICE-PRESIDENT. The vice-president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice-president is able to act, the Board shall appoint some other Director to act in the place of the president, on an interim basis. The vice-president shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the president.

Section 3.6 SECRETARY. The secretary shall keep the minutes of all meetings of the Members and the Board; the secretary shall have charge of such books and papers as the Board may direct; and shall, in general, perform all the duties incident to the office of secretary of a not for profit corporation organized under the laws of the State of Florida.

Section 3.7 TREASURER. The treasurer shall have the responsibility for Association funds and securities and shall be respon-

sible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. The treasurer shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Board and shall, in general, perform all the duties incident to the office of treasurer of a not for profit corporation organized under the laws of the State of Florida. The treasurer may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Association in such banks as the Board may designate. The treasurer may have custody of and shall have the power to endorse for other investment instruments owned or controlled by the Association, or as fiduciary for others.

Section 3.8 AGREEMENTS, CONTRACTS, DEEDS, CHECKS, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Board.

#### ARTICLE 4

#### MEMBERSHIP

Section 4.1 ASSOCIATION MEMBERSHIP. Subject to the provisions of the Declaration, each Lot Owner shall be a Member of the Association and the Owner(s) of each Lot shall be entitled to cast one vote for each Lot owned.

Section 4.2 VOTING MEMBERS. If only one of the multiple Owners of a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners are present, the vote allocated to that unit may be cast only in accordance with their unanimous agreement. There is unanimous agreement if any one of the multiple Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot.

Section 4.3 CORPORATE AND PARTNERSHIP OWNERSHIP. A corporate Lot Owner's vote may be cast by any officer of such corporation in the absence of express notice of the designation of a specific person by the owning corporation. A partnership Lot Owner's vote may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The Directors may require reasonable evidence that a person voting on behalf of a corporate Owner or partnership Owner is qualified so to vote.

## ARTICLE 5

### MEETINGS OF MEMBERSHIP

Section 5.1 ANNUAL MEMBERS' MEETING. The annual Members' meeting shall be held at a time and place designated by the Board. The meeting shall be held in January of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members.

Section 5.2 SPECIAL MEETINGS.

- (a) Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president and shall be called by the president or secretary at the request, in writing, of 1/3 of the Members. Such request shall state the purpose or purposes of the proposed meeting.
- (b) Business transacted at all special meetings shall be confined to the subjects stated in the notice thereof.

Section 5.3 RIGHT TO VOTE.

- (a) At any meeting of the Members, every vote may be cast in person or by written proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and any adjournments thereof, but in no event shall any proxy be valid for a period longer than ninety days after the date of the first meeting for which it was given and must be filed with the secretary before the appointed time of the meeting or any adjournment of the meeting.
- (b) The appearance at any meeting of any Member who has previously designated a proxy shall automatically revoke and terminate a proxy previously given by such Member.

Section 5.4 VOTE REQUIRED TO TRANSACT BUSINESS. When a quorum is present at any meeting, the majority of the vote of the Members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration or of these Bylaws, a different vote is required; in which case such express provision shall govern and control the decision of such question.

Section 5.5 QUORUM. A quorum at Members' meetings shall consist of persons entitled to cast a majority of the votes of the entire Membership of the Association, including those Members present in person and those represented by written proxy.

Section 5.6 WAIVER AND CONSENT. Whenever the vote of Members at a meeting is required or permitted by any provision of the Florida Statutes or of these Bylaws to be taken in connection

with any action of the Association, the meeting and vote of Members may be dispensed with if all the Members who would have been entitled to vote upon the action of such meeting if such a meeting were held shall consent in writing to such action being taken.

Section 5.7 THE ORDER OF BUSINESS. The order of business at annual Members' meetings, and as far as practical at other Members' meetings, shall be:

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

Section 5.8 ELECTION OF NEW DIRECTORS. Within sixty days after Members other than the Developer are entitled to elect a Director of Directors to the Board (as provided in Section 2.7 of these Bylaws) the Association shall call and give not less than thirty days nor more than forty days' notice of a Membership meeting to be held for the purpose of electing such new Directors. Such meeting may be called and notice given by any Members if the Association shall fail to do so in the time required.

Section 5.9 TURNOVER MEETING. Prior to, or not more than sixty days after Members other than the Developer are entitled to elect a majority of the Directors of the Board (as provided in Section 2.7 of these Bylaws), a Membership meeting shall be held for the purpose of relinquishing control of the Association from the Developer to the Members and to delivering to the Association the property of the Association held by or controlled by the Developer.

## ARTICLE 6

### NOTICES

Section 6.1 DEFINITION. Whenever, under the provisions of the Florida Statutes or of these Bylaws, notice is required to be given to any Director or Member, it shall not be construed to



mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid envelope addressed to the address of the Director or Member as it appears on the books of the Association.

Section 6.2 SERVICE OF NOTICE; WAIVER. Whenever any notice is required to be given under the provisions of the Florida Statutes or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 6.3 NOTICE. Written notice of any annual or special meeting of Members, stating time, place and objective thereof, together with all of the names of the candidates for Board Membership, if applicable, shall be served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association. As to any annual meeting, fourteen days' advance written notice shall be given to each Member. The post office certificate of mailing shall be retained as proof of such mailing. As to any special meeting, five days advance written notice shall be given to each Member. Notice to Members of Board meetings shall be as is provided by Section 2.6 of these Bylaws.

Section 6.4 ACTION BY ASSOCIATION WITHOUT A MEETING. Any action required by Florida Statutes, these Bylaws or the Articles to be taken at any annual or special meeting of Members or any action which may be taken at any annual or special meeting of such Members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the Members of the Association having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the Members entitled to vote thereon were present and voted.

## ARTICLE 7

### COMPLIANCE AND DEFAULT

Section 7.1 RELIEF. Each Member shall be governed by, and shall comply with, all of the terms of the Enabling Documents. In addition to the remedies provided by the Enabling Documents, a default by a Member shall entitle the Association, acting through its Board or through its authorized agent, to the following relief:

(a) Additional Liability. Each Member shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any Member of his family or his employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Member, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Association, the Board or of a Member to enforce any right, provision, covenant or condition which may be granted by the Enabling Documents shall not constitute a waiver of the right of the Association, the Board or the Member to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board or any Member pursuant to any term, provision, covenant or condition of the Enabling Documents shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Enabling Documents or at law or in equity.

(d) Interest. In the event of a default by any Member in paying any sum assessed against his Lot within ten days from when it is due, interest at the highest rate allowable under the laws of the State of Florida may be imposed in the discretion of the Board on the principal amount unpaid from the date due until paid.

(e) Abating and Enjoining Violations. The violation of any of the Rules and Regulations adopted by the Board, the breach of any bylaw contained herein or the breach of any provision of the Enabling Documents shall give the Board the right, in addition to any other rights set forth in these Bylaws: (i) to enter upon the Lot in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Member, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(f) Legal Proceedings. Failure to comply with any of the terms of the Enabling Documents shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board, the managing agent or, if appropriate, by any aggrieved Member and shall not constitute an election of remedies.

Section 7.2 LIEN FOR ASSESSMENTS.

(a) Lien. The total annual assessment for common Expenses or any special assessment, or any other sum duly levied (including without limitation fines, interest, late charges, etc.), made pursuant to the Enabling Documents, is hereby declared to be a lien levied against the Lot against which it was assessed as provided in the Declaration, which lien shall, with respect to annual assessments, be effective on the first day of each fiscal year of the Association and, as to special assessments and other sums duly levied, on the first day of the next month which begins more than seven days after delivery to the Owner of the Lot of notice of such special assessment or levy. The Board or its agent may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien.

(b) Acceleration. In any case where an assessment against a Lot is payable in installments, upon a default by the Owner of such Lot in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Lot Owner by the Board or the agent of the Board.

(c) Enforcement. The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of the State of Florida, by action in the name of the Board, or the authorized agent of the Board, acting on behalf of the Association.

(d) Remedies Cumulative. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Section 7.3 SUBORDINATION AND MORTGAGE PROTECTION. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these Bylaws upon any Lot (and any penalties, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a Mortgage made in good faith for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser of the Lot at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein. Anything herein to the contrary notwithstanding, prior to recording a claim of lien, the Association shall give all institutional

Mortgagee(s) notice of the lien and a period of ten days in which to cure any default alleged in the claim of lien by the Association.

#### ARTICLE 8

##### PARLIAMENTARY ROLES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these Bylaws.

#### ARTICLE 9

##### AMENDMENT OF BYLAWS

The Bylaws may be altered, amended or repealed, by the board until a majority of the Directors have been elected by the Members other than the Developer at which time the Members at any regular or special meeting of the membership may amend, alter or repeal the Bylaws by a majority vote of the Members present in person or proxy provided that notice of the Membership meeting has been given in accordance with these Bylaws, and that the notice as aforesaid contained a full statement of the proposed amendment.

#### ARTICLE 10

##### CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires. Should any of the covenants herein imposed be void or become unenforceable at law, or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

The foregoing were adopted as the Bylaws of Quail Ridge Homeowners' Association of Seminole, Inc., a Florida corporation not-for-profit the \_\_\_\_\_ day of \_\_\_\_\_, 1987.

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Geeta Naman, Secretary

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Approved:

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Joseph I. Heidenreich, Jr.