


Prepared by:

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**CERTIFICATE OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR STOTESBURY VILLAGE**

THESE AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR TREANOR VILLAGE, are made by Stotesbury Village Homeowners Association, Inc., as follows:

WHEREAS **Stotesbury Village Homeowners Association, Inc.** (“Stotesbury Village”), is a Florida corporation not-for-profit, as filed with the Secretary of State on October 19, 2001, under document number is N01000007452, and,

WHEREAS Stotesbury Village is a homeowners association as set forth in the *Declaration of Covenants, Restrictions and Easements for Stotesbury Village* as recorded under Clerk’s File Number 20020667386 and at Official Record Book 14541, Page 1735, *et seq.*, Public Records of Palm Beach County, Florida, and as amended from time to time, and including the original Bylaws of Stotesbury Village Homeowners Association, Inc., as its Exhibit E (“Original Declaration”); and,

WHEREAS the real property subject to the Original Declaration and Bylaws is described as:

STOTESBURY WAY, WORSWICK COURT, AND LOTS 292 THROUGH 381, INCLUSIVE, AS SHOWN ON OLYMPIA-PLAT 1, AS RECORDED IN PLAT BOOK 93, PAGES 135 THROUGH 161, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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NOW THEREFORE, Stotesbury Village Homeowners Association, Inc., declares the Original Declaration is amended and restated:

1. Recitals. The foregoing recitals are true and correct and are incorporated into and form a part of this Amendment.
2. Conflicts. The provisions of this Amended and Restated Declaration control entirely over those of the Original Declaration.
3. Covenant. This Amended and Restated Declaration, and an amendment and restatement of the Original Declaration continues to be a covenant running with the Land.
4. Effective Date. This Amended and Restated Declaration is effective as of the date of recordation as indicated by the stamp affixed, electronically or otherwise, to this Amended and Restated Declaration by the Clerk of the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.
5. Voting Results. This Amended and Restated Declaration was approved by the Members at a Members' Meeting held June 6, 2023, and noticed to all of Members on April 20, 2023. The total:
 - a. Votes of the Association..... 90
 - b. Votes required to constitute a quorum: 9
 - c. Votes present in person or by proxy at the Members' Meeting: 20
 - d. Votes necessary to adopt this Amended and Restated Declaration: 15
 - e. Votes cast for this Amended and Restated Declaration 15
 - f. Votes cast against this Amended and Restated Declaration: 5

NOW THEREFORE and IN WITNESS WHEREOF, Stotesbury Village by and through its president, has hereunto set its hand and seal below.

Signed, sealed & delivered before:

Stotesbury Village Homeowners Association, Inc.


Signed on 2023/06/29 12:50:08 -8:00

 Witness: Leslie DiStefano

By: 
Signed on 2023/06/29 12:23:29 -8:00

 Dana Murphy, its President

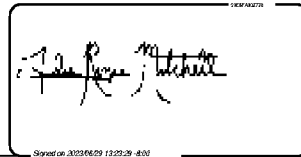
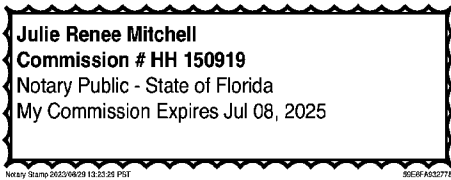

Signed on 2023/06/29 12:23:29 -8:00

 Witness: Julie Renee Mitchell

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STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing *Certificate of Amended and Restated Declaration of Covenants, Restrictions, and Easements of Stotesbury Village Homeowners Association, Inc.*, was acknowledged before me, by means of online notarization, this 29th day of June 2023, by Dana Murphy, President of Stotesbury Village Homeowners Association, Inc., on behalf of the corporation, who is personally known to me.



Julie Renee Mitchell
Notary Public, State of Florida

Notarial act performed by audio-visual communication

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AMENDED AND RESTATED

**DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR
STOTESBURY VILLAGE**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR STOTESBURY VILLAGE is made the 6th day of June 2023, by Stotesbury Village Homeowners Association, Inc. (“Association”):

WHEREAS, that certain *Declaration of Covenants, Restrictions and Easements for Stotesbury Village* (“Original Declaration”) was made March 8, 2005, by Minto Communities, Inc., a Florida corporation (“Declarant”) and placed of record March 9, 2005, at Official Records Book 18238, Page 1858, of the Public Records of Palm Beach County, Florida, which Original Declaration encumbers, binds, and runs with the land known as Stotesbury Village and legally described as;

STOTESBURY WAY, WORSWICK COURT, AND LOTS 292 THROUGH 381, INCLUSIVE, AS SHOWN ON OLYMPIA-PLAT 1, AS RECORDED IN PLAT BOOK 93, PAGES 135 THROUGH 161, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

WHEREAS Declarant amended the Original Declaration by recording that certain *Amendment to Declaration of Covenants, Restrictions and Easements for Stotesbury Village* December 16, 2002, at Official Records Book 14541, Page 1735, Public Records of Palm Beach County, Florida;

WHEREAS Declarant created Association to which certain rights, powers, duties, and obligations for Stotesbury Village have been delegated and assigned, including operation, administration, maintenance, and repair of portions of Stotesbury Village, including the “Common Properties,” and administering and enforcing the Original Declaration; and,

WHEREAS Association desires to amend and restate the Original Declaration as amended, for various purposes, including updating its governing documents to account for changes in the laws affecting homeowner associations, to protect lawfully the character of the community known as Stotesbury Village, to improve the ability to fund its operations; to provide for the orderly development and efficient operation of the Property, and to maintain the values thereof, and

WHEREAS, Association desires to enhance its ability, subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens, and charges, all running with the Property as hereinafter set forth

NOW THEREFORE, Association declares and confirms that Stotesbury Village is and hereafter will be owned, used, sold, conveyed, improved, encumbered, hypothecated, leased, demised, and occupied, all subject to the covenants, restrictions, easements, reservations, conditions, regulations, burdens, liens, equitable servitudes, and all other provisions of this Amended and Restated Declaration as hereinafter set forth, which runs with, benefits, and burdens all of Stotesbury Village, and is and will be binding on all parties having any right, title or interest in Stotesbury Village, or any part of it, including the parties' heirs, personal representatives, successors, and assigns.

ARTICLE I – DEFINITIONS AND CONSTRUCTION

This *Amended and Restated Declaration of Covenants, Restrictions, and Easements for Stotesbury Village* and amendments will be construed:

1.01. Documents.

- a. “Declaration” means this Amended and Restated Declaration, as it may be amended occasionally.
- b. “Articles” means Association’s Articles of Incorporation filed in the office of the Secretary of the State of Florida, a copy of which is attached hereto as Exhibit “A,” as they may be amended occasionally.
- c. “Bylaws” means Association’s Bylaws, at Article XI below, as they may be amended occasionally.
- d. “Rules” means the Rules and Regulations duly adopted by the Board occasionally.
- e. “Village Documents” means collectively the Declaration, Articles, Bylaws, and Rules.
- f. “OMA Covenants” means the *Declaration of Covenants Restrictions and Easements for Olympia* dated December 12, 2002, and recorded on December 16, 2002, in Official Records Book 14541, at Page 1085, Public Records of the County, as amended occasionally. The OMA Covenants, as they may be amended occasionally, (i) are covenants running with the Property, (ii) are binding upon all parties having and/or acquiring any right, title, or interest in the Property or portion thereof, and (iii) inure to the benefit of every Person from time to time owning or holding an interest in the Property.
- g. “Institutional First Mortgage” means any bona fide first mortgage encumbering a Lot in favor of a federally or stated chartered bank, credit union, or savings and loan association; life insurance company; real estate or mortgage investment trust; mortgage company; or other lender which makes residential mortgage loans in the ordinary course of its business and is generally recognized in the community as an institutional lender; or which is held, guaranteed, or insured by Federal National Mortgage Association, Government National Mortgage Association, Federal Home

Loan Mortgage Corporation, Veterans Administration, Federal Housing Administration or any other federal or Florida agency.

1.02. Land.

- a. “Lot” means each separate parcel described within LOTS 292 THROUGH 381, INCLUSIVE, AS SHOWN ON OLYMPIA-PLAT 1, AS RECORDED IN PLAT BOOK 93, PAGES 135 THROUGH 161, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, together with any Improvements which may be constructed thereon.
- b. “Property” means the Common Properties and the all of the Lots.
- c. “Property Plan” means the Property’s graphic rendering attached as Exhibit “B”.
- d. “Project” means the entire planned residential community known as “Olympia”, as such lands may be modified occasionally under the OMA Covenants.
- e. “Residential Property” means all property within the Property that is not Common Properties and that is not otherwise dedicated, restricted, or limited for non-residential use and consists of the Lots described in ¶ 1.02.a above.
- f. “Adjacent Land” means any property (i) between the rear or side Lot line and any adjacent lake or canal or (ii) between the rear or side Lot line and any Common Properties or OMA Common Areas (as defined in the OMA Covenants) through to and including the interior side of the rear or side hedge, or (iii) any property between the front or side Lot line and any adjacent street or road, including all Improvements located thereon as may be subject to the Owner’s control.
- g. “Common Properties” means and includes:
 - (i) the land and real property described as STOTESBURY WAY, WORSWICK COURT, AND INTERIOR DRAINAGE EASEMENTS J-1, J-2, J-3, J-4, J-5, AND J-6 OLYMPIA PLAT 1, RECORDED IN PLAT BOOK 93, PAGES 135 THROUGH 161, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA (see that certain Quit Claim deed recorded June 18, 2011, at Off. Rec. Bk. 24586, P. 0351, Pub. Rec. of Palm Beach County, Fla.), and
 - (ii) the easement conveyed to Association in that certain Drainage Easement recorded September 24, 2002, at Off. Rec. Bk. 14183, Pg, 1638, and re-recorded October 28, 2002, at Off. Rec. Bk. 14318, Pg. 301, Pub. Rec. of Palm Beach County, Florida, including A STRIP OF LAND, 4.50 FEET IN WIDTH, ADJACENT TO AND CONTIGUOUS WITH THE REAR LOT LINE OF EACH OF LOTS 359 THROUGH 381, BLOCK J, AS ALL ARE SHOWN ON OLYMPIA PLAT I, AS RECORDED IN PLAT BOOK 93, PAGES 135 THROUGH 161 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, and
 - (iii) where the context requires or permits any Improvements thereon or Association-owned personalty used or useful relating to the operation of the Common Properties.

- h. “Improvements” mean all structures or artificially created conditions and appurtenances thereto of every type and kind within the Property, including buildings, fixtures, walkways, sprinkler pipes, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, and exterior air-conditioning, power-generating, power storage, solar-collecting, vehicle-charging, or water-softening equipment.
- 1.03. Persons.
- a. “Declarant” means Minto Communities, Inc., a Florida corporation.
- b. “Association” means Stotesbury Village Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.
- c. “Board of Directors” or “Board” means Association’s Board of Directors.
- d. “Management Company” means the person Association employs as its agent to assist it in fulfilling or carrying out Association’s certain duties, powers, obligations, or functions.
- e. “OMA” or “Master” refers to Olympia Master Association, Inc.
- f. “City” means the Village of Wellington, Florida, including all its agents, divisions, departments, attorneys, or agents employed to act on its behalf.
- g. “County” means Palm Beach County, Florida, including all its agencies, divisions, departments, attorneys, or agents employed to act on its behalf.
- h. “SFWMD” means the South Florida Water Management District.
- i. “Owner” or “Member” means a Person holding record title of any percentage of a Lot’s fee simple interest but excluding Persons having such title or interest merely as security for the performance of an obligation. To enforce this Declaration or preventing or remedying violations of this Declaration only, unless the context otherwise requires, the term Owner includes Owner’s Family, invitees, licensees, lessees, and sublessees, and any other allowed Lot user or occupant. If a Lot is owned by more than one Person, the term Owner means each such Person, jointly and severally.
- j. “Family” means (i) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (ii) a group of not more than three (3) persons not so related who maintain a common household on a Lot.
- k. “Person” means individuals, children, firms, associations, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups or combinations.
- l. “Related Person” means, relating to a Lot or to an Owner, (1) the Owner, (2) the Owner’s spouse, Family, Tenants, invitees, vehicular passengers, contractors, and employees; (3) other Lot occupants; and (4) other Persons permitted to visit or be at the Lot with any Lot-Related person’s permission, acquiescence, or failure to remove such Persons.
- m. “Institutional First Mortgagee” means the holder of any Institutional First Mortgage.

- n. “Existing Institutional First Mortgagee” means the holder of any Institutional First Mortgage originally recorded before recording this Amended and Restated Declaration.

1.04. Monetary Obligations. “Assessments” collectively means Common Assessments, Special Assessments, Group Assessments, Individual Assessments, and Fines.

- a. “Proportionate Share” means a 1/90th share represented by each Lot in the Common Expenses, Assessments, Surplus, and Common Properties (following termination).
- b. “Common Assessment” means the charge against all Owners and their “Lots” representing their Proportionate Share of the Association’s routine Common Expenses.
- c. “Special Assessment” means a charge against all Owners and their Lots, representing their Proportionate Share of the costs the Association incurs for:
- (i) reconstruction of any portion of Improvements on the Common Properties under the Declaration;
 - (ii) installation or construction of any Association-authorized capital Improvements on any portion of the Common Properties; or
 - (iii) any other extraordinary Association expense, including amounts necessary to pay shortages in Association’s Common Expenses, after collections of Common Assessments, as further described in ¶ 4.06 below.
 - (iv) “Group Assessment” means a charge against all Owners and their Lots of either Stotesbury Way, Worswick Court, or some other grouping of Lots for the costs the Association incurs for localized (1) reconstruction of any portion of Improvements on less than all of the Common Properties under the Declaration or (2) installation or construction of any Association-authorized capital Improvements on any portion of the Common Properties intended to benefit only such Owners and Lots.
- d. “Individual Assessment” means a charge against an Owner or Lot, directly attributable to such Owner’s failure to duly perform Owner’s obligations or other breach attributable to Owner by the Village Documents, and Association’s enforcement as further described in ¶ 4.05 below.
- e. “Accelerated Assessments” means Assessment installments accelerated per ¶ 4.09.a(iii) below or due under ¶ 8.04.f below.
- f. “Charges” include interest accruing on Assessments or other obligations, administrative late fees, costs and attorney’s fees incurred in (i) collecting Assessments or other Charges; (ii) defending senior foreclosure, quiet-title actions, tax deed sales, or other proceedings affecting Association’s lien or collection rights.

1.05. “Common Expenses” means the actual and estimated costs of ownership, maintenance, management, operation, repair, and replacement of the Common Properties, including future reserves for the foregoing to the extent adopted as part of Association’s budget, as provided in the Bylaws: (a) unpaid Assessments; (b) the costs of any commonly-metered utilities, and other commonly-metered charges for the Common Properties; (c) Association’s costs of management,

operation and administration, including compensation paid by Association to managers, accountants, attorneys and other agents, employees, or independent contractors; (d) costs of all gardening and other services benefiting the Common Properties, including any recreational facilities which maybe thereon; (e) costs of fire, casualty and liability insurance, worker's compensation insurance, and other insurance covering or connected with Association or the Common Properties; (f) costs of bonding Directors, officers, and the Management Company; (g) taxes paid by Association, including real property taxes for the Common Properties, if any; (h) amounts paid by Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof; (i) costs required to be paid for landscaping and road maintenance required by the City and (j) costs of any other items or expenses incurred by Association in connection with the Common Properties, duties delegated by OMA or the Community Development District, Association's rights or duties, and/or for the benefit of the Owners or the Property.

1.06. "Notice and Hearing" means written notice and a public hearing before a tribunal appointed by the Board, at which the Owner charged with an offense has an opportunity to be heard in person or by counsel at the Owner's expense and as otherwise provided in the Declaration.

1.07. "Institutional First Mortgage Foreclosure" means a sale or transfer of any Lot under foreclosure of an Institutional First Mortgage or *bona fide* deed-in-lieu-of-foreclosure of one.

1.08. "Voting Interest" means the equal, indivisible vote appurtenant to Lot ownership; each Lot represents one Voting Interest.

1.09. "Majority Membership Approval" means approval of the Members given by (a) a vote of the entire Membership where at least a majority of the Voting Interests are cast in favor of the thing voted upon or (b) the written consent of at least a majority of the Voting Interests consenting to the thing voted upon so long as the first written consent is given within ninety (90) days of the written consent which results in obtaining a majority; a Members' Meeting may be called to obtain written consents.

1.10. "Super Majority Membership Approval" means approval of the Members given by (a) a vote of the entire Membership where at least sixty percent (60%) of the Voting Interests are cast in favor of the thing voted upon or (b) the written consent of at least sixty percent (60%) of the Voting Interests consenting to the thing voted upon so long as the first written consent is given within ninety (90) days of the written consent which results in obtaining a majority; a Members' Meeting may be called to obtain written consents.

1.11. Priority of Documents. The "Project Documents", as defined in Section 1.32 of the OMA Covenants, in cases of conflict with the Village Documents, will be considered prior and superior to the Village Documents, to the extent of such conflict. In the event of any irreconcilable conflict among or between the Village Documents and absent any express language indicating otherwise, the Declaration, the Articles, Article XI (By-Laws), and Rules will control in that order.

1.12. Severability. Invalidation of any one or part of the Village Documents by judgment or court order may in no way affect any other provisions, which will remain in full force and effect.

1.13. Interpretation; Construction.

- a. The Village Documents must be liberally construed to effectuate their purpose of creating a uniform plan for the development of a residential community and for the maintenance of community facilities and Common Properties. Article and paragraph

headings are for convenience only and must not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular includes the plural and vice versa, and the masculine, feminine, and neuter genders each include the others. The term of art “including” means “including but not limited to” and “including without limitation” and defines no exhaustive list. This Declaration must be read as cumulative to and not in limitation of the OMA Covenants. The omission from this Declaration of words, phrases, or provisions of the Original Declaration should not be construed to indicate that a position or covenant opposite to the Original Declaration is intended in this Declaration.

- b. Each definition is a root word or phrase, and nouns, verbs, adjectives, and tenses shall be given meanings consistent with the root definition. Nothing which would ordinarily fit a definition will be removed from the ambit of the definition merely because it is not allowed or it is not approved by Association or government authority
- c. Whenever the Village Documents state that the Board or Association will determine, interpret, decide, or exercise any discretion or option, the Board will do so in its sole judgment and discretion, unless otherwise provided. The Board is the ultimate interpreter of the Village Documents and an opinion of counsel that any such interpretation is not unreasonable establishes the validity of any such interpretation.
- d. “Attorney’s fees” includes fees for work performed by attorneys and their paralegals in pre-suit demands and proceedings and all proceedings before the Association, OMA, City, County, government agencies, trial courts, appellate courts, mediators, and arbitrators.

ARTICLE II – OWNER’S RIGHTS; EASEMENTS; OBLIGATIONS

2.01. Membership. Every Owner is a Member (“Membership”). Membership is appurtenant to and may not be separated from the Lot. Lot ownership is the sole Membership qualification.

2.02. Co-Ownership of Lots. When more than one Person owns an interest in any Lot (a “Co-Owner”), all such Co-Owners are Members, but only one such Co-Owner may exercise the Lot’s voting interest, as provided in Article XI below. All of a Lot’s Co-Owner(s) are jointly and severally responsible for all Lot-related obligations and have the right to all other Lot ownership benefits. All Association agreements and determinations lawfully made under the Village Documents are binding on all Co-Owners, their successors and assigns.

2.03. Owner’s Easements of Enjoyment. Every Owner has a non-exclusive, common right and easement of ingress and egress and of enjoyment in, to and over, and use of, the Common Properties, which right and easement is appurtenant to and passes with title to every Lot, subject to rights of OMA and its members as stated in the OMA Covenants and subject to Association’s rights:

- a. to reasonably limit the number of guests or invitees of Owners using the Common Properties at any one time.
- b. to establish Rules for use of the Common Properties and to enforce all parking and other restrictions within the Village.

- c. to prohibit, permit, limit, and regulate private events, to which all Members are not invited and in good faith encouraged to attend, on the Common Properties.
- d. to mortgage, pledge, or hypothecate any of its real or personal property as security for money borrowed or debts incurred to borrow money to improve the Common Properties or in aid thereof, provided (i) such mortgagee rights are subordinate to Owners' use rights and (ii) Association obtains Majority Membership Approval.
- e. to suspend Owners' rights to use the Common Properties (except means of ingress and egress) as provided herein
- f. to dedicate, grant, release, convey, alienate, or transfer all or part of the Common Properties to any public agency, authority, utility, or private party or entity, with Majority Membership Approval, except the granting of non-exclusive easements to public agencies or utilities, including cable television and other telecommunication services, or for private purposes which do not materially adversely affect Owners' rights to enjoy the Common Properties, as the Board determines, may be made without Membership approval.
- g. to construct, replace or refinish any Improvement or part of it upon the Common Properties, under the Village Documents.
- h. to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any part of the Common Properties.

2.04. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Properties to members of the Owner's Family, per the Village Documents, and to the Owner's tenants who reside on the respective Lot, subject to the Rules. However, no such delegation relieves the Owner from any of the Owner's obligations.

2.05. Waiver of Use. No Owner is exempt from personal liability for Assessments, and no Lot is released from any liens or charges, by waiver of the use and enjoyment of the Common Properties or by abandonment of the Owner's Lot.

2.06. Common Properties. Association holds and must hold title to the Common Properties.

2.07. Access. Declarant reserved unto, and there exists in favor of, OMA and all Owners including their respective tenants, invitees and Institutional First Mortgagees, perpetual, non-exclusive easements of ingress and egress over and across any private streets and access ways constructed on the Common Properties from time to time.

2.08. Utilities. The Property is subject to such non-exclusive easements as determined in Association's sole discretion for utilities, including water, sewer, drainage, electric, telephone, cable television, and other telecommunications services as may be reasonably required to properly and adequately serve the Property or other parts of the Project as it exists from time to time. Each of the easements, whether now in existence or hereafter created, are covenants running with the Property and, despite any other provisions of this Declaration, may not be substantially amended or revoked to unreasonably interfere with the proper and intended use thereof. Such easements survive any termination of this Declaration.

2.09. Service. Declarant granted, and there exists, a non-exclusive, perpetual right of ingress and egress over and across the Common Properties and Lots for delivery and pick-up

services, fire protection services, police, other authorities of the law, United States mail carriers, electrical, telephone, cable television, telecommunications, and other utility service providers, and or people authorized by Association to perform services and investigation. Such rights survive termination of this Declaration.

2.10. Lot Line Encroachments. Certain dwellings and other Improvements constructed on Lots may be situated so a part thereof, including any exterior wall of such dwelling, roof overhangs, gutters, or fences may be located upon, immediately next to, overhang, or encroach upon the boundary line between the Lot on which said dwelling is located and an adjoining Lot. In all such cases, said adjoining Lot is burdened by an easement and appurtenant rights in favor of the encroaching Lot and its respective Owner, which easement and appurtenant rights are limited to (a) permitting the existence of the encroachment, and (b) allowing ingress and egress to maintain properly the encroaching Improvement. As to each Lot, easements are granted to the adjoining Lot for the use and enjoyment of open space, landscaping irrigation and related purposes over any off-set areas between the Lot line and the outside face of the building wall. However, no exercise of any such easement and appurtenant rights created under this ¶ 2.10 may interfere unreasonably with the use of the burdened Lot. Any easements and rights granted under this ¶ 2.10 survives termination of this Declaration.

2.11. Association. Declarant granted, and there exists, a non-exclusive easement in Association's favor throughout the Property as reasonably necessary for Association to perform hereunder, including an easement for providing irrigation to all portions of each Lot under to a common scheme which may be determined by Association.

2.12. Execution. If and to the extent that creation of any easements described in this Article II requires Owners' joinder, then Association as Owners' agent or attorney-in-fact, may execute, acknowledge, and deliver such required instruments. Owners, by acceptance of Lot titles, irrevocably nominate, constitute, and appoint Association, as Declarant's successor and in its own right, as their proper, legal agent or attorney-in-fact for such purpose. This appointment is coupled with an interest and is irrevocable. Any instrument executed under this Article II must recite it is made under this Article II.

2.13. Drainage Easement. Declarant granted, and there exists in favor of, Association and OMA a perpetual non-exclusive easement across the rear 3 feet of each Lot to perform all services necessary to maintain, allow for, and ensure proper drainage. Improvements may be constructed across this easement property, as long as they do not impede drainage flow, adversely affect Lots, and are otherwise in conformance with the Village Documents and the Project Documents. Notwithstanding anything herein to the contrary and except as may be otherwise indicated on any recorded plat, this ¶ 2.13 shall not be applicable to and there shall be no drainage easement across the rear of any Lot where at least 30% of that Lot's rear Lot line abuts a water body or mitigation or preserve area.

ARTICLE III – ASSOCIATION FUNCTIONS

3.01. Through Board Action. The Board will conduct Association's affairs and make Association's decisions; Members only have such power or rights of approval or consent as

expressly specified in the Village Documents. Without a specific Membership approval requirement, the Board may act on its own through its proper officers.

3.02. Required Services. In addition to responsibilities specified in the Village Documents or OMA Covenants, Association must provide these services as and when considered necessary and appropriate by the Board and in a manner the Board determines to be appropriate:

- a. All painting and maintenance of the Common Properties and Improvements thereon.
- b. Maintenance of all streets, roads, driveways, parking areas, sidewalks, paths, and entry features, road and drainage, including curbs, gutters, storm sewers and swales, throughout Lots and Common Properties not been dedicated to the public or any governmental body, or are not the maintenance responsibility of OMA or Owners.
- c. Payment of Common Properties property taxes.
- d. Common Properties operation per the Village Documents and OMA Covenants.
- e. Taking any actions necessary to enforce any covenants, restrictions, and easements affecting the Property and performing the functions or services delegated to Association in the Village Documents, OMA Covenants, or other covenants, conditions or restrictions applicable to the Property.
- f. Conducting Association business including administrative, legal, accounting, financial, and communication services such as noticing activities, meetings, and important events.
- g. Purchasing insurance required by the Village Documents or deemed necessary or desirable by the Board.
- h. Acceptance of any instrument of conveyance respecting Common Properties.
- i. Except as otherwise provided herein, Association is not responsible for maintenance, repair, or replacement of any Lot nor any Lot's Improvements.
- j. Performing all management, operation, and maintenance of portions of the Property for which OMA has delegated to Association the duty to perform such function and services, as described in ¶¶ 3.2.C. and 8.2.1. of the OMA Covenants, and the performance of any maintenance responsibilities for the Community Development District, as delegated by SFWMD or OMA.
- k. Association's maintenance obligations include all recreational facilities, commonly metered utilities, the interior and exterior of the recreation buildings, and all utility facilities and buildings or other structures on the Common Properties. In addition, Association will provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass, and other vegetation on the Common Properties. Association will further maintain, reconstruct, replace, and refinish any paved surface on the Common Properties.

3.03. Authorized Services. Association is not required to but may provide any services as authorized in the Village Documents or OMA Covenants, as the Board determines to be appropriate, and has easement rights necessary to perform same, including:

- a. Lighting of roads, sidewalks, walks, and paths throughout the Property,
- b. Fire protection and prevention,

- c. Garbage and trash collection and disposal,
- d. Conducting recreation, sport, craft, and cultural programs of interest to Owners and their families, tenants, guests, and invitees,
- e. Protection and security, including maintenance of electronic and other surveillance devices, employment of security guards within the Property, and operation of a guardhouse or electronic entrance gates,
- f. Cleanup, landscaping, maintenance, dredging, water treatment or other care of canals, roads or other property (public or private) adjacent to the Property to the extent such care would be beneficial to the Property and to the extent Association has been granted the right or been required to so care for the affected property by the owner thereof or other person authorized to grant such right, including any appropriate governmental authority,
- g. Emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Property.

3.04. Liability Disclaimer. Association assumes no responsibility to plan, provide for, or start any security measures and is not liable for injury, loss, or damage due to any failure to provide security, any level or quality of security, or the ineffectiveness or failure of any security measures undertaken. All Owners, Tenants, and each of their Related Persons,

- a. acknowledge Association is not liable for, nor insures against, any injury, loss or damage suffered by any of them,
- b. acknowledge Association neither represents nor warrants that any fire protection, burglar alarm, surveillance, or other security system will in all cases provide the detection or protection for which the system is designed or intended,
- c. assume all risk of injury, loss or damage suffered or caused, whether to their person, or Lots (including contents thereof), and
- d. acknowledge Association has made no representations or warranties, express or implied, to any of them, concerning any security measures recommended or undertaken including any warranty of merchantability or fitness for a particular purpose relative to any fire protection, burglar alarm, surveillance, or other security system recommended or installed.

3.05. Surface Water Management and Drainage. The Property's surface water management and drainage system is part of one integrated system throughout the Project, and, accordingly, may be deemed part of the "OMA Common Areas," in the OMA Covenants. An easement is hereby created over the Property in favor of OMA, including its agents or other designees, for surface water drainage, for mitigation and for the installation and maintenance of the surface water management and drainage system for the Property; provided, however, that such easement shall be subject to Improvements constructed within the Property as permitted by controlling governmental authority from time to time. The surface water management and drainage systems shall be developed, operated and maintained in conformance with the requirements of SFWMD, Lake Worth Drainage District, and/or any other controlling governmental authority. OMA will maintain the entire surface water management and drainage system including all lakes, canals, swale areas, retention areas, culverts, pipes, and related appurtenances regardless of location or whether or not owned by OMA,

as authorized by the appropriate governmental authorities. Association may limit or prohibit the use of certain fertilizers and pesticides anywhere within the Property which would adversely affect mitigation areas.

3.06. Actions by Association. Anything herein to the contrary notwithstanding, no Association funds may be used for bringing, supporting, investigating, or otherwise abetting any legal action, claim, or extra-judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, under ¶ 4.09 below, (ii) collection of debts owed to Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by Association, (iv) actions brought by Association to enforce this Declaration, (v) counterclaims brought by Association in proceedings instituted against it, and (vi) other proceedings having Majority Membership Approval. Expenses in all such proceedings are Common Expenses. In any action brought to enforce the Village Documents, the prevailing party will have the right to recover its reasonable attorneys' fees and costs from the non-prevailing party.

3.07. Architectural Control

- a. Architectural Standards/Board Approval. Architectural control of the Property will be maintained by the Board and by OMA's Architectural Review Committee. Any Owner who desires to begin work that would require the approval of OMA's Architectural Review Committee must first obtain the approval of the Board. The Board, by Rule, may issue its own architectural review standards and procedures. However, any such standards must be at least as restrictive as OMA's.
- b. Liability of the Board. Neither Directors, Committeepersons, officers, nor Association agents will be liable to any Owner or other person by reason of mistake in judgment, or failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any owner submitting plans hereunder by the submitting of same agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold Committee-persons, Board, and any representative designated by the Committee harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the approval of any plans REGARDLESS OF THE NEGLIGENCE OF THE COMMITTEE-PERSONS, THEIR REPRESENTATIVE, OR APPOINTING ENTITY.
- c. OMA Approval. Association's approval of any proposal or plans, or of work performed in connection therewith, does not obviate the need of any applicant to obtain the required approval of OMA's Architectural Review Committee.
- d. Cable Television and Telecommunication Rights. Association may grant easements over any part of the Property to any one or more providers of cable television service or telecommunications services. No such action will be considered a breach of fiduciary duty of Association or any Director. Each provider of cable television must be properly franchised before any easement in its favor.

ARTICLE IV –ASSESSMENT COVENANT

4.01. Obligation for Assessments. Each Owner must pay Assessments, which are imposed and collected as hereinafter provided. The obligation of each Lot and Owners thereof for its respective Assessments began the day on which title to the Lot was conveyed by Declarant to the first purchaser thereof. Association may take such reasonable actions and to expend such sums as are reasonably believed by it to be necessary to protect its liens and to enforce personal obligations to it, and to add the full cost thereof to its claim for Assessments and Charges due. Common Assessments and Special Assessments must be allocated and assessed equally among all Lots.

4.02. Lien. All Assessments' and Charges are a levy and continuing lien on each Lot, which lien, when perfected by recording a claim of lien in the Public Records of the County, (a) relates back to December 16, 2002, at 1:53:19 PM and is effective therefrom, and (ii) secures all Special Assessments levied by the recording date, Common Assessments, and Charges coming due after the recording date, including litigation costs and attorney's fees.

4.03. Personal Obligation. Each such Assessment and Charge is the personal obligation of the Person who was the Owner when the Assessment or Charge fell due and is the joint and several obligation of such Owner and all successors-in-title to such Owner until paid. Discharge of one such Person in bankruptcy does not inure to any other non-discharged Person.

4.04. Common Assessments. Common Assessments levied by Association must be used exclusively to pay routine Common Expenses. Disbursements will be made by the Board for such purposes as it considers necessary for the discharge of its responsibilities herein for the common benefit of the Owners.

4.05. Individual Assessments. If Association undertakes any maintenance, repair, or replacement within the Property where such need arises out of or is caused by Owner's or Owner's Related Persons willful or negligent act or failure to comply with the Village Documents or OMA Covenants, such maintenance, repair, or replacement will be effected at Owner's expense and an Individual Assessment therefor will be assessed against Owner and Owner's Lot(s), to the extent insurance proceeds are not collected with respect to such loss. Association does not have to file an insurance claim and may assess Owner and Lot for the full damages amount. Fines and other Association expenses incurred and resulting from Owner's or Owner's Related Persons failure to comply with the Village Documents or OMA Covenants will be charged to Owner and Owner's Lot(s) as an Individual Assessment.

4.06. Special Assessments. The Board may levy a Special Assessment on a one time basis or in installments to defray, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a structure or capital Improvement upon the Common Properties, including fixtures and personal property related thereto, or for defraying any other extraordinary Common Expense of Association, including shortfalls in Common Assessments; provided any Special Assessment over \$25,000.00 requires Majority Membership Approval.

4.07. Assessment Roster and Notices. Association will maintain a roster of the amount of all Assessments against each Lot in Association's official records open to inspection by Owners and Institutional First Mortgagees. Written notice of Assessments and the due date(s) thereof must be sent to every Owner. Association will provide estoppel certificates per § 720.30851.

4.08. Working Capital Contribution. Upon each conveyance of each Lot, the grantee Owner will pay Association a sum equal to $\frac{1}{4}$ of the then-current year's Common Assessment as a working capital contribution ("Contribution") to Association. The Contribution is not an advance payment of other obligations, is non-refundable, and will be deposited into Association's reserve account.

4.09. Effect of Non-Payment of Assessments; Association's Remedies.

- a. Non-Payment of Assessments; Association Remedies. Association may exercise any combination of remedies. If any Assessment, installment, or Charge is not paid:
 - (i) within 10 days after the due date, interest accrues, as a Charge, from the due date at the highest rate of interest allowed to be charged under then-applicable law until such obligation is paid; and,
 - (ii) within 30 days after the due date, an administrative late fee equal to the greater of \$25.00 or 5% of the unpaid obligation becomes due automatically as a Charge; and,
 - (iii) within 30 days after the due date, Association, as a policy and after 30 days' written notice, may accelerate all future Assessment installments scheduled due within 1 year of the 30-day notice end date including Common Assessment installments in future years estimated as the then-current amount and frequency (Association's claim will be adjusted to reflect the difference between estimated and actual amounts when the latter become known); and,
 - (iv) within 90 days after the due date, Association, as a policy, may demand from Tenants occupying any Lot(s) owned by the Owner personally obligated for unpaid and overdue Assessments and Charges, all rents in the amount and when payable under Tenant' lease, from the demand until such Owner's accounts reaches a zero balance; and,
 - (v) within 90 days after the due date, Association, as a policy and after 45 days of providing written notice required in § 720.3085(4), may file a claim of lien, signed by Association's authorized agent or attorney against all Lots owned by the Owner responsible for payment; and,
 - (vi) Association may sue (i) for damages against Owners personally obligated for unpaid and overdue Assessments and Charges, (ii) to foreclose its claim of lien against the Lot per § 720.3085(5); and (iii) to evict, per § 720.3085(8) any Tenant who violates the demand in ¶ 4.09.a(iv) above; and,
 - (vii) Association may exercise all other legal and equitable remedies provided in the Village Documents, OMA Covenants, or cognizable by law, which remedies are cumulative to the foregoing remedies.
- b. Liability Not Waivable. No Owner may waive or escape liability for Assessments by non-use of the Common Properties or abandonment of his Lot.
- c. Application of Payments. Association will apply all payments in the following order: towards (i) any sums advanced and paid by Association for taxes and payment on account of superior mortgages, liens, or encumbrances advanced to preserve and protect its lien; (ii) accrued interest; (iii) administrative late fees, (iv) reasonable

attorneys' fees and costs in collection of Assessments and Charges, covenant enforcement, or protection, defending, or preserving collectability or its lien; (v) unpaid Assessments or other Charges owed to Association in the order that such Assessments or Charges came due.

- d. Institutional First Mortgages – Lien Subordination and Personal Liability.
 - (i) Lien Subordination. The claim of lien is subordinate to any Institutional First Mortgage made in good faith and recorded before the claim of lien. No sale or transfer of any interest in any Lot affects the claim of lien, except that an Institutional First Mortgage Foreclosure extinguishes Association's lien as to Assessment installments and Charges which became due before the Institutional First Mortgage Foreclosure.
 - (ii) Personal Liability. The joint and several personal liability of an Institutional First Mortgagee which acquires title by an Institutional First Mortgage Foreclosure and whose Institutional First Mortgage was recorded after recording this amended and restated Declaration, is limited to the lesser of (i) the Common Assessments and Special Assessments which came due during the one (1) year preceding sale or transfer or (ii) one percent of the original mortgage debt. This limitation does not inure to any subsequent Owner if the Institutional First Mortgagee fails to pay its liability before the first transfer or lease of the Lot following the Institutional First Mortgage Foreclosure. No sale or transfer, including Institutional First Mortgage Foreclosures, relieves transferees of such Lot from liability for Assessments installments thereafter coming due or from the lien therefor.
- e. Foreclosure Sale. The claim of lien may be foreclosed as Florida mortgages are foreclosed. Association may bid on the Lot at foreclosure sale or accept a deed in lieu of foreclosure, and acquire, hold, lease, mortgage, and convey it.
- f. Curing of Default. After cure of any default, Association will release any Claim of Lien, wholly or partly, as appropriate.

ARTICLE V – RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES

5.01. General Rights. After an Institutional First Mortgagee's written request specifying the name, address, and factual basis of entitlement, Association will provide prompt written notice of:

- a. any condemnation or casualty loss that affects either a material part of the Property or any Lot or home on a Lot encumbered by its Institutional First Mortgage;
- b. any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot or home on a Lot on which it holds the Institutional First Mortgage;
- c. a lapse, cancellation, or material change to any insurance policy or fidelity bond maintained by Association; and
- d. any proposed action which requires consent of any Institutional First Mortgagees.

5.02. Financial Statement. Association must provide to any Institutional First Mortgagee, upon written request, a financial report for the immediately preceding fiscal year.

5.03. Amendments. Association must provide any Institutional First Mortgagee, who has registered for same, written notice before recording any adopted, material amendment to Village Documents.

5.04. Additional Lender Rights. Any Institutional First Mortgagee may (a) pay delinquent taxes or other charges which have resulted or may result in a lien against any part of the Common Properties; (b) pay any overdue premiums on any hazard insurance policy covering the Common Properties or (c) obtain, singly or jointly, new hazard insurance coverage on the Common Properties upon the lapse of a policy; and, receive immediate reimbursement from Association.

ARTICLE VI – OWNER OBLIGATIONS

6.01. Owner’s Covenant. Each Owner, by acceptance of title thereto, regardless of how acquired, whether or not it is so expressed in such muniment of title, is considered to covenant and agree to be subject to and comply with the Village Documents and the OMA Covenants.

6.02. Owner’s Maintenance Obligations. Except for Association’s ¶ 3.02 duties, each Owner, at the Owner’s sole cost and expense, must maintain in a neat, sanitary, and attractive condition, and to repair, replace, and restore the Lot and Adjacent Land.

- a. Owners must maintain in a neat, orderly and attractive manner, all roofs, facias, soffits, screens, screen enclosures, windows, doors, garage doors, sliding glass doors, driveways, sidewalks, patios, porches, and all other exterior surfaces of the Lot Improvements and Adjacent Land. The minimum (though not sole) standard for the foregoing is consistency with the Property’s general appearance as first constructed and otherwise improved (considering normal weathering and fading of exterior finishes, but not to the point of unsightliness). Owners must clean, repaint or re-stain, as appropriate, the exterior portions of the Lot Improvements, with the same colors as initially used on the Lot Improvement unless otherwise approved by the Board and OMA, including garage doors, as often as is necessary to comply with these standards.
- b. Owners must edge, cut, and maintain all lawns and landscaping in good, neat and living condition. No weeds, underbrush, dead or dying trees, or other unsightly growth is permitted to remain on any Lot, or any other Property for which Owners have maintenance obligations, and no refuse, trash, junk, or other unsightly objects are permitted to be placed or remain thereof (except for trash placed for normal trash pick-up no more than 24 hours before such scheduled pick-up).
- c. If any part of a Lot or Adjacent Land falls into disrepair or is not so maintained so as to allow a dangerous, unsafe, unsightly, or unattractive condition, or which otherwise violates the Village Documents or ARC approvals, Association or OMA with respect to OMA Common Areas, have the right, but not the duty, upon seven (7) days’ prior written notice, to correct such condition and to enter upon such Lot or Adjacent Land to make such repairs, perform such maintenance, or correct

such violation. The cost thereof will be assessed to the appropriate Owners and Lots as an Individual Assessment.

- d. Owners must maintain the drainage, landscaping, and irrigation system for the Lot and Adjacent Land. No Owner can move, alter, or otherwise modify, any irrigation facilities on Common Properties, OMA Common Areas, or any Lot, without Association's prior written consent respecting Common Properties or any Lot, and OMA respecting OMA Common Areas. Any alteration to the irrigation system must be performed by an Association-approved party (or OMA-approved party with respect to OMA Common Areas). Neither Association nor OMA at any time is liable for any loss or damage to any plants, trees, or similar landscaping, which the Owner has installed on the Lot due to insufficient Lot irrigation. The Board (or the OMA Board with respect to OMA Common Areas) may determine without notice, the time of day or night that various portions of the Common Properties, OMA Common Areas, and Lots will be irrigated.

6.03. Association Assumption of Owner Obligations. Upon no less than 30 days' written notice, Association may assume exclusively or non-exclusively in its sole discretion Owner's obligations for maintenance, repair, and replacement ("Assumed Obligations"). Likewise, upon 30 days' written notice, Association may relinquish any such Assumed Obligations and thereupon Owners shall resume the Association-relinquished obligations. Association shall not be liable for costs or damages resulting from existing contracts Owners may have entered for such obligations and no reduction in Common Assessments is guaranteed as a result of the relinquishment of any Assumed Obligations.

ARTICLE VII – USE RESTRICTIONS

The Property will be held, used, and enjoyed subject to the following:

7.01. Owners must store personal property within their enclosed Improvements on their Lots, except for outdoor furniture or play equipment maintained in good condition.

7.02. No unsightly articles, as determined by the Board, may be placed or hung on the exterior portion of any Lot. To provide a healthy environment and to prevent and eliminate odors and vermin, all garbage must be (i) placed in plastic bags and inside closed garbage cans, (ii) deposited at the Lot's curb and on the evening before the day the garbage collection service provider designates for pick-up days, and (iii) and removed from the curb and stored out of sight by the end of the pick-up day. The Common Properties must be kept free and clear of rubbish, debris, and other unsightly material.

7.03. Use and storage of vehicles and other objects is limited by Article 4.1 of the OMA Covenants and in the Rules, which must be at least as restrictive as the OMA Covenants, and which may regulate use, storage, and speed of vehicles and other objects within, on, or above the Property, including banning certain devices such as drones, unregistered vehicles, electric skateboards, hoverboards, or remote-controlled vehicles.

7.04. No Owner or resident may direct, supervise, or in any manner attempt to assert control over Association's employees or agents.

7.05. No Owner may make or permit to be made by his family, tenants, invitees, employees, agents, visitors, and licensees, any disturbing noises, nor do or permit to be done by such persons anything that will interfere with the reasonable rights, comforts or conveniences of other Owners. No Owner may play or allow to be played any musical instrument or operate or allow to be operated, stereo equipment, televisions, radios, or sound amplifiers, on the Owner's Lot in such an unreasonable, disturbing, or annoying manner.

7.06. No radio or television installation may be permitted on a Lot that interferes with the television or radio reception of another Lot. No antenna or aerial may be erected or installed anywhere in the Property unless approved per Article 10 of the OMA Covenants and ¶ 3.07 of this Declaration.

7.07. Each Owner absent from the Lot during hurricane season must prepare the Lot before departing by (i) removing all furniture, plants, and other movable objects from his porch, terrace, patio, or elsewhere on the Lot, where appropriate; and (ii) designating a responsible caretaker, subject to Association approval, to install or remove shutters as reasonably prudent and to care for the Lot should it suffer storm damage.

7.08. No Owner may cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, patios, windows or roof, unless approved under Article 10 of the OMA Covenants and ¶ 3.07 above.

7.09. No Owner may cause any garage on his Lot to be converted to an interior room without complying with any applicable City requirements. No such conversion excuses Owners from complying with any parking or vehicle restrictions.

7.10. Fences, other than provided by Declarant, may not be erected, removed, or kept on the Property, except as approved under Article 10 of the OMA Covenants and ¶ 3.07 above.

7.11. In case of any emergency originating in or threatening any Lot, Association may enter any Lot for the purpose of remedying or abating the cause of such emergency, even if the Owner is present at the time of such emergency.

7.12. No solicitation by any person anywhere on the Property for any cause, charity, or any purpose whatsoever is permitted unless specifically authorized by the Board.

7.13. No Person may do anything which would increase rates of any Association-maintained insurance.

7.14. No outdoor clothes drying areas are permitted in the Property, although laundry may be aired or dried from clotheslines as long as the clothesline is screened from the view of all persons except those within the Lot at which the clothesline is located.

7.15. Association may enact reasonable rules regulating pets and other animals within the Property including excluding certain breeds, limiting the number, size, and type of animals, and regulating the permitted behavior of animals and Owners and occupants regarding their animals.

ARTICLE VIII LEASES AND TRANSFERS

8.01. Purpose. The purpose of this Declaration and this Article VIII, in particular, is to ensure, to the extent allowed by law, that Stotesbury Village is a stable single-family neighborhood where a lower potential for crime, nuisance, traffic congestion, foreclosure, and other economic

defaults, and the benefits of quiet seclusion all create an environment where families may develop a sense of community and shared commitment to the common good of Stotesbury Village.

8.02. Definitions. These definitions apply throughout the Declaration:

- a. “Transfer” means and includes any sale, gift, inheritance, bequeathal, lease, change in occupancy, change in ownership (legal, beneficial or otherwise) of a Lot or of any entity or trust owning a Lot, including any hybrid of the foregoing. A Transfer is a Transfer even if it involves fewer than all of the Owners, Tenants, or Occupants; involves fewer than all owners, members, shareholders, or beneficiaries, or trustees of a Lot-owning entity or trust; or, is for brief periods.
- b. “Lease” means and includes any transfer of the right to occupy a Lot, regardless of consideration or payment, including any arrangement whereby an entity Owner allows an officer, member, manager, shareholder, agent or any other person to occupy the Lot, and includes any occupancy agreement or other arrangement whereby (1) a person who may be called a ‘guest’ or ‘relative’ but who will remain or who does in fact remain beyond the time specified for a Guest or (2) a person occupies the Lot in the absence of the Owner or Owner’s Immediate Family. A lease renewal or extension is a Lease.
- c. “Tenant” means any person occupying a Lot who is neither the Owner, a Guest, nor a member of the Owner’s Family.
- d. “Guest” means any person occupying or visiting a Lot with the permission of the Owner and with the Owner or Owner’s Immediate Family present, for not more than 30 consecutive days nor more than 45 total days in any 1-year period.
- e. “Occupant” means any person remaining on a Lot for more than 1 day.
- f. “Bedroom” means a room designated as a bedroom when the first certificate of completion was issued by a government relative to the Lot. The number of Bedrooms may not be increased, by construction, partition, conversion, or otherwise, for purposes of this Article VIII without the written approval of the Association.
- g. “Immediate Family” means a Lot Owner’s spouse, parents, siblings, children, grandchildren, or grandparents.

8.03. Generally.

- a. Approval. Lots must not be leased or transferred without Association’s prior written approval. Before any approval, the Owner must submit to the Association, on an Association form, an application containing or attaching all information Association requires. Association must either approve or disapprove a lease or transfer within 15 days after the next Board meeting following submission of a complete, accurate request for approval, accompanied by such information as the Board may reasonably require. If approved, Association will issue a Certificate of Approval. If Association fails to give the Owner written notice of disapproval of the proposed lease within the aforesaid period, the lease or transfer, as applied for, is deemed approved, so long as the transfer or lease does not otherwise violate any provision of this Article

VIII. Association, in its sole discretion and without prejudice to other decisions, may grant a hardship waiver in relation to ¶¶8.04.b(i) and (vi) below.

- b. Screening Criteria. To aid in the approval decision, Association, at Owner's expense, may perform credit, criminal, and driver background checks and may inquire with landlords and other homeowners, cooperative, or condominium associations. Among the criteria for approval Association may establish, Association may deny proposed tenants based on a credit score, other objective indications of creditworthiness, certain felonies, or classes of felony convictions, driving record, and prior leasing, covenant, or association rule violations (even if cured).
 - c. Personal Guarantee of a Natural Person Required for all Transactions. If the proposed tenant or occupant of a Lot is an entity other than a natural person(s), Association's approval of the lease or occupancy of the Lot may be conditioned upon requiring all persons who will be occupants of the Lot also be approved by Association, and that the entity's principals (nearest natural persons in the entity's ownership hierarchy) personally guarantee the entity's performance under the Village Documents and OMA Covenants and execute a certificate to that effect.
 - d. Owner's Liabilities Continue. Owner's liabilities and responsibilities continue unabated during the period of any Leases and Owner is jointly and severally liable with the Tenant for all damages caused during a Lease and for all attorney's fees and costs incurred by Association because of Tenant's violation of the Declaration, OMA Covenants, or Rules.
- 8.04. Leases.
- a. Form. Association may require a substantially uniform lease form or addendum. Any lease must provide Association may terminate the lease upon Tenant's or Tenant's Related Persons' default in observing the Village Documents or the OMA Covenants, or is deemed to so provide.
 - b. Restrictions. No lease will be approved which violates or it appears the proposed tenants or Owner will violate these restrictions:
 - (i) No lease may be for a period of less than 12 months.
 - (ii) No Lot may be occupied or possessed by over 2 Persons per Bedroom.
 - (iii) Subleases are not permitted.
 - (iv) Leasing a room, rooms, or less than the entire Lot is not permitted;
 - (v) Lots cannot be leased more than once in any 12-month period;
 - (vi) No Lot may be leased within the first 24 months following a change in the record or beneficial ownership of the Lot;
 - (vii) All proposed tenants who will be an adult by the end of the lease must be approved by Association.
 - (viii) No Lot may be leased if the Owner is delinquent in the payment of any monetary obligation or in violation of the Village Documents or OMA Covenants unless such approval is conditioned (1) upon execution and

continuous, timely fulfillment of a written payment agreement or written agreement to cure such violation, acceptable to Association; and (2) joinder by the Tenants indicating that Tenants may be subject to eviction if any breach of the agreement is not cured upon 5 days' notice; has been convicted or has entered a nolo contendere plea to any sexual offense, murder, kidnapping, violent crime involving a weapon; or other crime which Association has designated in its Rules;

- (ix) No Lot may be leased to or occupied by more than four unrelated occupants;
 - (x) No Lot may be leased if the Tenant, the Lease or any of the Lease provisions fail to satisfy written lease approval criteria adopted by the Board in the Rules (such criteria may include restrictions related to source of funds from which rent or other consideration will be paid to the Owner/landlord, industry-accepted measures of creditworthiness; the Tenant's household income; and other criteria regularly employed by prudent landlords).
 - (xi) No Lot may be used or offered for use as temporary or transient lodging, bed-and-breakfast type lodging, motel- or hotel-style lodging, hostels, lodging arranged through vacation-rental services, seasonal rental, vacation rental, time-share, or any lodging or use arrangement like the foregoing.
- c. Any renewal, extension, or modification of an already approved Lease must be submitted anew for approval by the Association along with applications and fees required ordinarily for Lease applications.
- d. Escrow Deposit. Association may require Owners wishing to lease their Lots to deposit with Association an Escrow Deposit, which may be used by Association to repair any damage to the Common Properties or other parts of the Property resulting from acts or omissions of tenants (as determined in Association's sole discretion). Regardless of the source of funds, this security deposit is Owner's property held in escrow and will be deemed neither Tenant's property nor a security deposit governed by the Landlord-Tenant Act.
- e. Owners, Tenants, and each of their Related Persons are all jointly and severally liable to Association for any amount over the Escrow Deposit to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any Escrow Deposit balance, less an administrative charge determined by Association, will be returned to the Owner within 30 days after Owner notifies Association all Tenants and Related Persons have permanently vacated the Lot. Owner is not entitled to interest on the Escrow Deposit. Association is deemed the Owner's authorized agent to demand cures of violation, rents when Owner is delinquent, terminating leases, and suing for eviction under the Landlord-Tenant Act and the lease, when Tenant or Tenant's Related Persons violate the Village Documents or the OMA Covenants. In any eviction or other enforcement proceeding, Association's claim for damages, costs, and attorney's fees will be superior to Owner's claims.

- f. Advance Assessments. Any Owner wishing to lease a Lot must pay to Association, before the lease commencement, all Assessments ordinarily coming due during the term of the Lease. For this ¶ 8.04.f only, future fiscal year Assessments will be assumed to be the same as the then-current year's Assessment. Failure to pay nullifies any lease approval and if a proposed Tenant occupies the Lot before such payment, these Advance Assessment will be collectible like Accelerated Assessments.
 - g. Non-authorized Leases. This this Article VIII even applies to Leases not approved by Association and Tenants thereunder. Association is not deemed to have waived its right to seek the eviction of any Tenant simply because Association has elected to demand rents, the cure of any violations, or the vacating of a Lot (or any combination thereof).
 - h. Twelve-month rental restriction. Section 8.04.b(vi) above is effective as to Lots which were not subject to a *bona fide*, Association-approved written lease on the date of recording of this Amended and Restated Declaration in the Public Records of Palm Beach County, Florida ("Recordation Date"). This ¶ 8.04.b(vi) above is effective as to all other Lots beginning 1 year after the Recordation Date ("One-Year Date"), but no lease or renewal lease may be approved where such lease provides for possession or occupancy any time after the One-Year Date, unless the Board determines that a *bona fide* hardship exists. If the Board makes such a determination, then the Board, before the One-Year Date , may approve the occupancy, under a written lease, which would otherwise be approved, for a period not extending beyond 12 months after the One-Year Date .This ¶ 8.04.h applies whether such lease, rental, or other permission to occupy a Lot is written or oral, or for any or no consideration, but will not apply to occupancy by:
 - (i) an Owner's minor children,
 - (ii) an Owner's incapacitated adult children, parents, grandparents, or great-grandparents where such incapacitated adult children, parents, grandparents, or great-grandparents occupy the Lot in order for the Owner's family to provide for their physical needs,
 - (iii) an occupant occupying the Lot for no more than 30 consecutive calendar days, and no more than 30 cumulative days in each calendar year, or
 - (iv) any tenant under a *bona fide*, Association-approved written lease, where such lease otherwise was approved by Association before the One-Year Date.
- 8.05. Transfer Restrictions.
- a. Approval. Lots must not be transferred without Association's prior written approval.
 - b. Grounds for Disapproval. All provisions of this Article VIII are material and the Association may deny any Transfer application for failure to comply herewith. The Association may adopt, by rule, such other reasonable grounds for disapproval including:
 - (i) Failing to satisfy a minimum credit score established by the Association occasionally;

- (ii) Failing a criminal background criteria established by the Association occasionally, provided that such criteria may include offenses for which an arrest was made, but for which no adjudication of guilt was entered;
- (iii) Delinquency, at the time an approval determination will be made, in the payment of any monies due to Association or the Master Association;
- (iv) Outstanding violations of the Declaration, OMA Covenants, or Rules;
- (v) Past or current delinquency of prospective Transferee to any landlord or to any homeowners, condominium, or cooperative association;
- (vi) Past or current lease violations or covenant violations in any homeowners, condominium, or cooperative association.

8.06. Family and Guests. If the Association adopts by rule or regulation the criteria allowed in this Article VIII, Owner is responsible for making sure all Family members and Guests satisfy any criminal background criteria. The Association may issue separate, limited criminal background criteria for Family members or Guests in its sole discretion. If a Family member or Guest is discovered to have a criminal background that violates such criteria, the Owner shall remove the Family member or Guest and the Family member or Guest shall vacate permanently the Lot and Stotesbury Village within 3 days after notice given by the Association. The fact that the Family member failing such criminal background criteria is not an Owner or Tenant responsible for rent payments will not constitute a defense to the enforcement of this and related provisions.

8.07. Default. In addition to other breaches of the Village Documents which result in default, Owner, Purchase, Guest and/or Tenant will be in material default of this Article VIII if:

- a. occupancy occurs prior to or absent Association approval as required herein.
- b. even after initial approval and occupancy, the Lease or Tenant fails or ceases to meet Association-adopted criteria.
- c. before or after approval, the Transfer application is found to be materially false or inaccurate;
- d. after and despite any improvidently given approval, an Owner's, Tenant's, Family member's, or Guest's criminal background would have caused the Owner, Tenant, or Guest to fail the applicable criminal background criteria, whether such arrest or conviction occurred after or before such approval;
- e. either the Tenant or Owner become delinquent in the payment of any monies due to Association, or either Owner, Tenant or Guest, or their Family violates the Declaration, OMA Covenants, or Rules.

8.08. Remedies

- a. Right to Terminate Lease. If a Tenant or Guest violates the Declaration, Rules, or OMA Covenants, Association may provide the notices, terminate the Lease or right to occupy, and seek the same remedies as if it were a landlord, provided in chapter 66 (Ejectment) or chapter 83, Part II (Residential Tenancies), Florida Statutes; as each exists at the time the amendment creating this provision, or at the time of the violation, such choice being in Association's sole discretion. Additionally, Association may seek to enforce any provision of the Lease and may maintain such

enforcement action even after dismissal of portions of the action related to covenant violations. Association may issue, as part of its criminal background criteria, a list of crimes, which if appearing in the background check for any Tenant or Guest, would be grounds for a notice of immediate termination of tenancy and for shortened, three-day notice to vacate under penalty of eviction.

- b. Right to Demand Rents. If the Owner or Tenant defaults on the payment of any monies due Association or if the Owner or any Occupant causes, by way of covenant violation, Association to expend funds to seek a cure, Association may make demand upon a Tenant that all rents be paid directly to Association from the time of the demand until released by Association. The procedure for such demand shall be carried out in substantial conformity with § 720.3085(8). Association may demand rents from a Tenant even if the Tenant is not party to an approved Lease or where Association has disapproved the Lease, without waiving any claims or remedies otherwise provided herein.
- c. Should a Court of competent jurisdiction decide that the right to approve Transfers must be coupled with a right of first refusal or of purchaser substitution, Association shall not be required to exercise such right (1) unless the Owner/Seller requested Association exercise such right at the time of application and (2) until 60 days after such court decision.
- d. Void Transfers and Leases. Any purported lease or transfer effected without approval of Association or which is in violation or conflict with any provision of this Article VII, is void as to all first- and third-parties thereto, even when any persons have relied upon such Transfer to move onto a Lot, give loans or mortgages, pay commissions, disburse proceeds, insure title, record deed and mortgages, or otherwise change their position. Association may seek any legal remedy to set aside any void transfer, including seeking relief procedurally under chapter 83, Part II, without waiving any claim that such Lease, deed, or otherwise, void from the beginning.

ARTICLE IX – COMMON PROPERTIES DAMAGE OR DESTRUCTION; INSURANCE

9.01. Damage to or destruction of all or any portion of the Improvements on Common Properties must be handled in the following manner:

- a. In the event of damage to or destruction of Improvements on the Common Properties, if insurance proceeds are sufficient to effect total restoration, then Association must cause such Improvements on Common Properties to be repaired and reconstructed substantially as they previously existed.
- b. If the insurance proceeds are within \$50,000.00 or less of being enough to effect total restoration to the Improvements on the Common Properties, then Association must cause such Improvements on the Common Properties to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost may be levied as a Special Assessment.

- c. If the insurance proceeds are not enough by more than \$50,000.00 to effect total restoration to the Improvements on the Common Properties, then the Members must decide, with Majority Membership Approval, whether (1) to rebuild and restore the Improvements on the Common Properties in substantially the same manner as they existed before damage and to raise the necessary funds over the insurance proceeds by levying a Special Assessment, or (2) to rebuild and restore in a way which is less expensive than replacing these Improvements in substantially the same manner as they existed before being damaged, or (3) to not rebuild and to retain the available insurance proceeds. If a decision is made to rebuild in a manner which would result in a change in the Improvements such new plans must receive the Board's written approval, which may pre-approve plans to be submitted to the Members at a special meeting of Members.
- d. Each Owner will be liable to Association for any damage to the Common Properties not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Owner, as well as the Owner's family, tenants, guests and invitees, both minor and adult. Association shall not be required to file an insurance claim and may charge the Owner for the full amount of the damages. In addition, Association may charge such Owner an Individual Assessment equal to the increase, if any, in any insurance premium due from Association directly attributable to the damage caused by such Owner. In the case of Co-Owners of a Lot, the liability of such Owners is joint and several. Costs of correcting such damage will be an Individual Assessment.

9.02. Insurance.

- a. Common Properties. Association must keep all buildings, structures, fixtures and other Improvements on the Common Properties (excluding landscaping) insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles) and may obtain insurance against such other hazards and casualties as Association may deem desirable. Association may also insure any other property, whether real or personal, owned by Association, against loss or damage by fire and such other hazards as Association may deem desirable, with Association as the owner and beneficiary of such insurance for and on behalf of itself and all Owners. The insurance coverage with respect to Common Properties must be written in the name of, and the proceeds thereof must be payable to, Association. Except as otherwise provided herein, insurance proceeds must be used by Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by Association are Common Expenses.
- b. Replacement or Repair of Project. In the event of damage to or destruction of any part of the Common Properties, Association must repair or replace the same from the insurance proceeds available, subject to Article IX above.
- c. Waiver of Subrogation. As to each policy of insurance maintained by Association which will not be voided or impaired thereby, Association hereby waives and

releases all claims against the Board, the Owners, the Management Company, Declarant, and the agents and employees of each of the foregoing, regarding any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

- d. Liability and Other Insurance. Association must obtain comprehensive public liability insurance, including medical payments and malicious mischief coverages, in such limits reasonably desirable, insuring against liability for bodily injury, death and property damage arising from Association activities or regarding property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each Owner against liability to each other Owner and to Association and vice versa. Association may also obtain Workers' Compensation insurance and other liability insurance as it may deem desirable, insuring each Owner and Association, Board and Management Company, from liability in connection with the Common Properties, the premiums for which will be Common Expenses. All insurance policies shall be reviewed at least annually by the Board and the limits increased in its discretion. The Board may also obtain such directors' and officers' or errors and omissions insurance, indemnity bonds, fidelity bonds, and other insurance it deems advisable, insuring the Board, any officers, and the Management Company against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their offices or Board or committee membership.

ARTICLE X – GENERAL PROVISIONS

10.01. Enforcement, Generally. The Village Documents may be enforced by Association, Owners, and any Existing Institutional First Mortgagee, subject to:

- a. Breach of the Village Documents and the continuation of any such breach may be enjoined, abated, or remedied by appropriate legal or equitable proceedings.
- b. Every act or omission violative of the Village Documents is a nuisance, and every remedy allowed at law or in equity regarding nuisances, either public or private, is available.
- c. Remedies provided in the Village Documents cumulative to each other, to those remedies provided by the OMA Covenants or by law, and no such remedies are exclusive.
- d. The Assessment Covenant is enforceable only by Association or its designee.
- e. Fines and suspensions may be imposed only by Association according to ¶ 11.22 below.
- f. Failure of any Person to enforce any of the covenants in the Village Documents is not a waiver of any right of a Person to enforce the same or any other covenants thereafter.
- g. Owners must exhaust all available internal remedies of Association prescribed by the Village Documents, before resorting to any tribunal for relief herefrom.

10.02. Enforcement, Curtailment. Association may release or cancel its Claim of Lien, dismiss pending lawsuits against the Owner or Lot and no Owner or Tenant will be entitled to recover attorney's fees even if declared a prevailing party, when

- a. Association's efforts or entitlement to collect a debt or enforce a Claim of Lien is materially adversely affected by a discharge in bankruptcy, valuing or "stripping" of its Claim of Lien,
- b. the Board determines that collecting or continuing an enforcement action against a former Owner or former Tenant is not cost effective following a senior lien foreclosure sale, tax deed sale, or other forced sale of the Lot.

10.03. Enforcement, Presumptions. Association will be deemed and presumed to have prevailed in any dispute in which the Owner or Tenant, as applicable, has abandoned the Lot, has terminated any Lease, has been foreclosed of right or interest in the Lot by the Lot's forced sale, or materially corrected or cured the violation or non-payment which was the subject of the dispute.

10.04. Disputes. Venue for any dispute, committee hearing, pre-suit mediation or other proceeding, arbitration, or litigation hereunder is in Palm Beach County, Florida. Litigation of any dispute must be brought before a state court in Palm Beach County, Florida.

10.05. Term.

- a. Subject to the amendment provisions of ¶ 10.06 below, the Village Documents run with and bind the Property and all Persons and inure to the benefit of and are enforceable by Association, Owners and their respective successors and assigns, until March 9, 2045, after which time the Village Documents automatically extend for successive periods of ten (10) years, unless an instrument with Majority Membership Approval and approved by a majority of the Institutional First Mortgagees has been recorded terminating this Declaration ("Termination"). No prescriptive rights will be established regardless of the nature or duration of use of the Common Properties or any portion thereof.
- b. Upon Termination, all Common Properties must be transferred to a Trustee appointed by the Circuit Court for the County, which Trustee must sell the Common Properties free and clear of the Village Documents, subject to a right of first refusal held by OMA, upon terms established by the Trustee and approved by the Court. Sale proceeds will be paid (i) first to extinguish any debts or obligations constituting a lien on the Common Properties, (ii) then to any obligations incurred by the Trustee in the sale, operation, maintenance, repair, and upkeep of the Common Properties, including a Trustee's fee approved by the Court; and (iii) finally to the Owners equally. Only those easements providing for survival of Termination so survive unless otherwise required under Florida law.

10.06. Amendments. Amendments may be proposed either by a majority of the Board or 1/3 of the Members. Notice of a Meeting at which a proposed amendment is to be considered (i) must include the proposed amendment's subject matter, and (ii) must be given at least 45 days before the Meeting.

- a. Declaration Generally. This Declaration, except Article XI (By-Laws), may be amended only with Super Majority Membership Approval.

- b. By-Laws. Article XI may be amended (i) with Super Majority Membership Approval together with 60% of the Board; (ii) approval of 80% of the Voting Interests; or (iii) approval of 100% of the Board.
- c. Certificate of Amendment. The President and Secretary must execute a certificate of amendment for any approved amendment which sets forth the amendment, its effective date, the date of the Meeting(s) at which it was adopted, the date notice of such meeting was given, the total number of votes, the number of votes required to constitute a quorum, the number of Voters present, the total number of votes necessary for adoption, the number of votes cast for the amendment, and the number of votes cast against the amendment. Such certificate must be recorded in the County's Official Records.
- d. Restriction on Amendments. No amendment which has a materially adverse effect on an Existing Institutional First Mortgagee's rights will apply to such Existing Institutional First Mortgagee without its written consent. Any amendment proposed which would affect the surface water management system, conservation areas or water management portions of the Project will be submitted to SFWMD for review prior to finalization of the amendment. SFWMD will determine if the proposed amendment will require a modification of the permit it issued. If a permit modification is necessary, the modification must be approved by SFWMD prior to amending this Declaration.

10.07. Rules and Regulations. The Board may adopt, modify, amend, or add Rules concerning the Property's use and operation, except that, Owners with Majority Membership Approval may overrule the Board regarding the adoption or changes to any Rules. Copies of such Rules must be made available Owners not less than 30 days before the effective date thereof.

10.08. No Public Right or Dedication. Nothing in this Declaration may be considered a gift or dedication of the Common Properties to the public, or for any public use.

10.09. Constructive Notice and Acceptance. Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other part of the Property is conclusively considered to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant herein, whether or not any reference hereto is in the instrument by which such Person acquired an interest in such Lot or other property.

10.10. Notices. Any notice allowed or required to be delivered unless otherwise set forth herein, must be in writing and may be delivered either personally or by mail. If delivery is made by mail, it will be considered to have been delivered 48 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any Person at the address for such Person in Association's records, as it may be changed occasionally by notice in writing to Association. Instead of personal delivery or mail, a Member may opt in writing to receive all notices by E-mail and may change the E-mail address by notice to Association.

10.11. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY ASSOCIATION, DECLARANT OR THEIR AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE PROPERTY OR THE PROJECT, THEIR PHYSICAL

CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES, OR REGULATION THEREOF, OR IN CONNECTION WITH ANY SERVICES PERFORMED OR CONTRACTED FOR PURSUANT TO THIS DECLARATION, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN WRITTEN DOCUMENTS DELIVERED BY DECLARANT TO ANY OWNER, AND (B) AS OTHERWISE REQUIRED BY LAW.

ARTICLE XI – BYLAWS

11.01. Principal Office. Association’s principal office is 3900 Woodlake Blvd. Suite 309, Lake Worth, Florida 33463, or at such other place Association designates. The Association’s books and records must be kept at its principal office.

11.02. Fiscal Year. Association’s fiscal year is the calendar year.

11.03. Seal. Association’s seal bears Association’s name, the word “Florida”, the words “Corporation Not for Profit”, and the year of incorporation.

11.04. Meetings Generally. As for any Members’, Board, or Committee Meeting:

- a. Place/Manner. Meetings will be held within forty-five miles of the Property, by audio/videoconferencing technology, or a hybrid of both methods. The Board will determine the date, time, place, and manner of the Meetings.
- b. Adjourned Meetings. If business cannot be conducted at any Meeting because a quorum is not present, the proper attendees present may adjourn from time to time until a quorum is present, provided notice of the adjourned-to Meeting is given in the same manner as originally required. Any business that might have been transacted on the original date of the Meeting may be transacted at the adjourned-to Meeting.
- c. Order of Business. If a quorum is present, the order of business at Meetings, as applicable and subject to waiver, in whole or in part, by the presiding officer, is:
 1. Call to order.
 2. Appointment of meeting chair.
 3. Certification of quorum
 4. Proof and waivers of meeting notice.
 5. Minutes reading and approval.
 6. Officer & committee reports.
 7. Elections.
 8. Unfinished business.
 9. New business.
 10. Adjournment.
- d. Minutes. Minutes of all Meetings must be taken and kept in the Official Records.
- e. Parliamentary Rules. *Roberts’ Rules of Order* (latest edition) may govern the conduct of Association Meetings when not in conflict with the Village Documents.
- f. Presiding Officer. The presiding officer at Members’ and Board Meetings is the President.

11.05. Members’ Meetings.

- a. Annual Member’s Meeting. Annual Member’s Meetings must be held at least approximately once every calendar year between September and December. The

Annual Meeting's purpose is to elect Directors and transact any other business authorized to be transacted by Members.

- b. Special Member's Meeting. Special Members' Meetings may be called by the President or a majority of Directors and must be called by the Secretary upon written request from Members owning a majority of the Voting Interests. Business conducted at a Special Member's Meeting is limited to that stated in the notice of the meeting and written request.
- c. Members' Meeting Notice; Waiver. The Secretary must provide written notice of Members' Meetings stating the date, time, place, manner and agenda by (a) posting in a conspicuous place at the Property for at least the 48 hours preceding the Members' Meetings and (b) at least 14 by not more than 60 days preceding the Members' Meetings by U.S. Mail, by hand delivery, or if elected by the Member, E-Mail or other electronic means. Such notice may be waived before or after the meeting, and attendance of any Member or Member's proxy constitute such waiver, unless the Member's attendance is expressly to object to the Members' Meeting, before the transaction of business, because the Members' Meeting is not lawfully called.
- d. Participation. Members may participate regarding all designated agenda items, subject to reasonable rules governing frequency, duration, and manner of participation.
- e. Quorum. A quorum at Members' Meetings is attained by the presence of 10% of the total non-suspended Voting Interests.
- f. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any Voter, but (a) is only valid for the Members' Meeting for which originally given and any lawfully adjourned Members' Meeting thereof; (b) is not valid for longer than ninety (90) days after the first Members' Meeting for which it was given; (c) may only be held by an Owner, Member or spouse of one; (d) is revocable at any time at the pleasure of the Voter; and (e) must be filed in writing, dated, and signed by the Voter, and filed with the Secretary before the appointed time of the Members' Meeting, or before the time to which it is adjourned. No Person may hold proxies for over 15% of the Lots entitled to vote at the meeting.
- g. Delinquent Owners. If an Owner is delinquent in any monetary obligation to Association, all the Owner's Lot's voting rights are suspended automatically, without notice, until all such monetary obligations are paid, whereupon the voting rights will be automatically restored. Association may condition restoration, uniformly, on curing monetary obligations with cleared or certified funds.
- h. Action Without a Meeting. Any vote or action which may be taken at Members' Meeting, may be taken without a Members' Meeting, prior notice, or vote if a written consent setting forth the action so taken, is (a) signed by the Voters having not less than the minimum number of votes necessary to authorize or take such action at a Members' Meeting (b) filed with the Secretary. Within 10 days after

obtaining such vote or action, notice fairly summarizing the material features of the vote or action must be given to all Members.

11.06. Voting.

- a. Number of Votes. In any Members' Meeting, Owners are entitled to cast one vote for each Lot owned by them. The vote of a Lot shall not be divisible. Suspended Voting Interests are not counted to determine required vote thresholds.
- b. Majority Vote. The acts approved by a majority of the Voting Interests present at a meeting at which a quorum is present are binding on all Members for all purposes except where otherwise provided by law or Village Documents. The terms "majority of the Owners" and "majority of the Members" means a majority of the Voting Interests and not a majority of the Members themselves and means more than 50% of the then total authorized, non-suspended Voting Interests present at any Members' Meeting at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required, it means such greater percentage of the Voting Interests and not of the Members themselves.
- c. Voter. A Voter is the Person entitled to cast the Lot's vote. A Voter or Voting Interests is present when in person or by proxy. If a Lot is owned by,
 - (i) one natural Person, the Lot's Voter is established by the Members roster.
 - (ii) more than one Owner, the Voter need not be an Owner but must be designated by a voting certificate signed by all the Lot's Owners according to the Member's roster and filed with the Secretary, unless only one of the Lot's Owners attends the Member's Meeting or the attending Owner's concur on the votes cast.
 - (iii) a non-natural Person, the Voter need not be an Owner but must be designated by a voting certificate signed by an officer of the Owner and filed with the Secretary.
- d. Voting Certificates are valid until revoked, superseded by a subsequent certificate, or Lot transfer. If a valid voting certificate is not on file, the Lot's vote is not considered in determining a quorum or for any other purpose, and the total of authorized votes is reduced accordingly until a valid certificate is filed, except as provided in ¶ 11.06.c(ii) above.

11.07. Board. Association's affairs are managed and governed by a Board of three Directors which number may not be decreased but may be increased to no more than nine as determined by a majority of the existing Directors. Directors must be Owners or an Owner's spouse. The term of each Directorship extends until a successor is duly elected and qualified or until resignation, death, or recall.

11.08. Election of Directors. Directors are elected at the Annual Members' Meeting. Directorship nominations are made from the floor and may be self-made. Election is (a) by written ballot counted by non-candidate inspectors, unless dispensed with by a Majority Membership Vote and all candidates, and (b) decided by a plurality of the votes cast for each candidate. Each Lot has a number of votes equal to the number of Directorships to be filled but cumulative voting is not permitted.

11.09. Vacancies and Removal.

- a. Except as to vacancies resulting from recall, Directorship vacancies occurring between elections are filled by a majority of remaining Directors at a Board Meeting.
- b. Any Director elected by the Members may be recalled with or without cause by the vote or agreement in writing by a majority of the Members. The vacancy created may be filled by the Members at a Members' Meeting.
- c. If a vacancy results in there being no incumbent Directors, then in descending precedence, (1) Association counsel may notice and conduct a Special Members Meeting to elect Directors, (2) Association's property manager may notice and conduct a Special Member's Meeting to elect Directors, or (3) any Owner use the procedure provided at §720.3053.

11.10. Organization. An Organizational Board Meeting must be held within 10 days of the election at such place, manner, date, and time as fixed by the Directors at the election with no further notice necessary. Otherwise, the Board may re-organize itself at any Board Meeting.

11.11. Board Meetings. Ordinary Board Meetings may be held as the Board determines and may be called on a schedule, by the President, or mandatorily by the President or Secretary at the written request of at least 30% of the Directors. Special Board Meetings are held for purposes that require special notice to the Membership, including Board Meetings where a budget will be adopted, any Common Assessment, Special Assessment, or Group Assessment may be levied, any Rule regarding use of the Lots may be approved, modified, or repealed, and any subject matter requiring special notice by law.

- a. Meeting Notice. Notice stating the date, time, place, manner, and purpose of each Ordinary Board Meeting must be given (a) to Directors personally by mail, telephone or facsimile, at least 48 hours before the Meeting and (b) to Members by posting conspicuously in the Property for at least 48 hours preceding the Meeting. Special Board Meetings must be noticed like Members' Meetings
- b. Waiver. Any Director may waive notice of a Meeting before or after the meeting and that waiver is equivalent to the due receipt by the Director of notice. A Member or Director's attendance is a waiver of such meeting notice, unless this attendance only is to object at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- c. Member Participation. Members may only participate by speaking subject to Board regulation as to duration, frequency, and portion of the Board Meeting.
- d. Quorum; Voting. A quorum at Directors' meetings consists of a majority of then-incumbent Directors. Acts approved by a majority (or higher threshold required) of Directors present constitute the Board's acts. Votes and abstentions on each matter voted upon for each Director present must be recorded in the minutes.

11.12. Board and Committee Voting. Directors and Committee-persons may not vote by proxy or by secret ballot at their meetings, except for officer elections.

11.13. Unanimous Consent. Directors may act by unanimous written consent by signing an instrument detailing the action and containing the signatures of all then-incumbent Directors.

11.14. Powers and Duties. The Board has the powers and duties necessary for the management and administration of Association's affairs and may take all acts, through the proper officers, in executing such powers, except such acts which by law or the Village Documents may not be delegated to the Board by the Owners. Such powers and duties of the Board include (except as limited herein):

- a. Operating and maintaining Common Properties and other Association-owned property.
- b. Determining the expenses required for Association's operation.
- c. Collecting the Assessments for Association's Operating Expenses from Owners.
- d. Collecting Special Assessments from Owners.
- e. Employing and dismissing the personnel necessary for the maintenance and operation of the Common Properties and other property owned by Association.
- f. Adopting and amending rules and regulations concerning the details of the operation and use of the Property and any Association-owned property, subject to a right of the Owners to overrule the Board as provided in ¶ 10.07 above.
- g. Maintaining bank accounts on Association's behalf and designating the signatories.
- h. Purchasing, leasing, or otherwise acquiring Lots or other property in Association's name.
- i. Purchasing Lots at foreclosure or other forced sales in Association's name.
- j. Selling, leasing, mortgaging or otherwise dealing with Lots acquired by Association.
- k. Settling claims of or against Association in which all Owners have a common interest.
- l. Organizing corporations and appointing persons to act as Association's designees in acquiring title to or leasing Lots or other property.
- m. Obtaining and maintaining insurance for the Property and Association-owned property.
- n. Making repairs, additions, and improvements to the Common Properties under the Declaration after damage or destruction by fire or other casualty, or because of condemnation or eminent domain proceedings or otherwise.
- o. Enforcing Owners' obligations, allocating profits and expenses, and taking such other actions necessary and proper for the sound management of the Property.
- p. Imposing fines and suspensions against Owners for Village Documents violations.
- q. Borrowing money on the Association's behalf required for operation, care, upkeep, and maintenance of Common Properties or the acquisition of property and granting mortgages on and/or security interests in Association Property with Majority Membership Approval if over \$25,000.00. Despite the foregoing, the Board, without Membership Approval, may borrow up to \$50,000.00 to restore Improvements on Common Properties from damage or destruction where a shortfall of insurance proceeds necessitates such expenditures. Any loan obtained for such restoration must be for a term of less than 1 year. If any sum borrowed under this ¶ 11.14.q is not repaid by Association, an Owner who pays to the creditor a Proportionate Share

- of the debt is entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or could file against or affecting such Owner's Lot.
- r. Contracting for the management and maintenance of the Common Properties or Association-owned property and authorizing a management agent to assist in carrying out its powers and duties by performing such functions as the Board requires. Association and its officers will retain at all times the powers and duties granted by the Village Documents.
 - s. Regulating use of the Common Properties Association-owned property for special events and gatherings and imposing reasonable charges therefor.
 - t. Exercising (i) all powers specifically set forth in the Village Documents and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.
 - u. Contracting with and creating special taxing districts.
 - v. Exercising the power to sue and defend any suits.
 - w. Creating committees, appointing Committee-persons, and investing such committees with powers and responsibilities as the Board deems appropriate.

11.15. Executive Officers. Association's executive officers are a President, Vice-President, Treasurer, and Secretary (none of whom need be Directors), all elected and removed, with or without cause, by the Board. A person may hold more than one office, except that the President may not also be the Secretary. No person may sign an instrument or perform an act in the capacity of more than one office. The Board may elect such other officers and designate their powers and duties as the Board deems necessary or appropriate to manage Association's affairs.

- a. The President is Association's chief executive officer and has the powers and duties usually vested in the office of the president of a homeowner's association.
- b. The Vice-President will exercise the powers and perform the duties (i) of the President in the latter's absence or disability, (ii) usually vested in the office of the vice president of a homeowner's association, and (iii) otherwise prescribed by the Board.
- c. The Secretary will (i) keep minutes of all proceedings of the Directors and the Members, (ii) will attend to giving all notices to Members and Directors and other notices required by law, (iii) keep Association's seal and affix it to instruments requiring it when duly signed, (iv) keep Association's records, except those of the Treasurer, and (v) perform all other duties incident to the office of the secretary of a homeowner's association and required by the Directors or the President.
- d. The Treasurer will (i) keep all Association property, including funds, securities, and evidences of indebtedness, (ii) keep Association's books of account in accordance with good accounting practices, which, together with substantiating papers, will be provided to the Board at reasonable intervals, and (iii) perform all other duties incident to the office of treasurer of a homeowner's association.

11.16. Compensation. No Directors, officers, nor Committee-persons may receive compensation for services in those capacities.

11.17. Resignations. Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation is not required to make it effective.

11.18. Fiscal Management.

a. Budget.

- (i) The Board, at least annually at the Budget Board Meeting, will adopt the budget and determine and levy Common Assessments to meet Common Expenses. The budget must reflect the estimated revenues and expenses for the coming year and the estimated surplus or deficit of the current year-end and set out separately all fees or charges for any recreational amenities. Association must provide each Member a budget copy or written notice that a copy is available on request at no charge.
- (ii) The Board must call a Special Members' Meeting, and the Owners will consider and adopt a budget with Majority Membership Approval only if (i) the Board cannot adopt a budget, or (ii) the Board adopts a budget requiring Common Assessments exceeding 115% of the preceding year's Common Assessments and 20% of the Owners, request such meeting. The Special Members' Meeting must be held within 30 days of delivery of such request.

b. Common Assessments. Assessments against the Owners for their Proportionate Share of the estimated operating budget will be made for the applicable fiscal year annually, if possible at least 10 days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each quarter (or other period at the election of the Board) of the year for which the Assessments are made. When an annual Assessment is not made, an Assessment is presumed to have been made in the last prior Assessment amount, and quarterly installments on such Assessment will be due upon each installment payment date until changed by an amended Assessment.

c. Due Dates for Other Assessments. Other Assessments are payable after 30 days' notice or in any emergency after 10 days' notice.

d. Depository. All monies and other valuable effects must be kept for Association's benefit in such depositories as may be designated by the Board, which must be a bank(s), savings and loan association(s), or similar lending institution(s) in Florida. Withdrawal of monies from Association's accounts must be made only by checks signed by persons authorized by the Board or by automatic debit in the case of payments approved annually by unanimous Board resolution. All sums collected by Association from Assessments, Charges, or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.

e. Fidelity Bonds. Fidelity bonds may be required by the Board for all persons handling or responsible for Association funds in such amount determined by the Board.

f. Accounting Records. Association will maintain accounting records in Florida, according to practices normally used by similar associations or the manager under

any applicable management contract. Written summaries of them shall be supplied at least annually. The records shall include (a) record of all receipts and expenditures, (b) an account for each Lot designating the Owner's name and current mailing address, each Assessment amount and due date, payment amounts and dates, and balance due, (c) Association's tax returns, financial statements reports, and (d) any other reports that identify, measure, record, or communicate financial information. All accounting records are Official Records.

- g. Within 120 days following each fiscal year-end, the Board must make available to each Owner a complete annual statement of Association's actual receipts and expenditures for the previous fiscal year in compliance with § 720.303(7).

11.19. Official Records. In addition to Accounting Records and Meeting Minutes, Association must maintain Official Records per § 720.303(4) and allow inspection of them per § 720.303(5).

11.20. Roster of Lot Owners. Association shall maintain current information regarding Owners by engaging the services of a qualified title agent or by requiring each Owner to file with Association a copy of the Owner's deed or title muniment. Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein. Only Lot Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless before such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11.21. Indemnification of Officers and Directors. Subject to the further provisions of this paragraph, Association must indemnify and hold harmless all officers, Directors, and Committee-persons, past or incumbent, from and against all costs, claims, damages, reasonable expenses, and liabilities of any kind whatsoever, including reasonable attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision (i) is enforceable regardless of whether Association itself is named as a party defendant or alleged to have any liability, (ii) includes the payment of any settlements upon approval by the Board, and (iii) includes indemnification of the estate and heirs of the indemnified party. (iv) does not apply (A) to the extent the claim or liability is covered by insurance, or (B) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what s/he reasonably believed to be the scope of his/her duty and/or authority and for purposes which s/he reasonably believed to be in Association or Members' best interests generally and such court further specifically determines that indemnification should be denied. This ¶ 11.21 may not be amended to terminate the effect hereof as to any Persons who became officers, Directors, or Committeepersons while this paragraph was effective.

11.22. Suspension of Privileges; Fines.

- a. In the event of an alleged violation of the Village Documents, the Board has the following remedies cumulative to each other and all others:
 - (i) The Board may suspend or condition said Owner's and Owner's Related Person's use of the Common Properties, except using for ingress and egress

those portions necessary for ingress and egress, for no more than 30 days for any non-continuing violation or so long as the violation continues plus 30 days.

- (ii) The Board may impose fines in amounts up to (1) five hundred dollars per non-continuing violation and (ii) five hundred dollars per day for continuing violations up to five thousand dollars per violation. Repair, replacement, enforcement costs, and attorney's fees are not fines. No fine may be imposed for violating Assessment Covenants. Fines are Individual Assessments.
- b. Prior to imposing any suspension or fine, the Owner must be given written notice and reasonable opportunity to respond to the notice and to cure the alleged violation.
- c. If the Owner fails to respond or cure the violation within a reasonable time, Association may provide notice stating (i) it may impose a fine or suspension, (ii) the Village Document provisions allegedly violated, (iii) the proposed length of the suspension or fine amount, and (iv) the Owner's right to request a hearing in writing within 14 days after Association's notice or the scheduled date of a Covenants Committee Hearing. Alternatively, Association may employ the procedure in §720.305.
- d. If Association merely provides the opportunity to request a hearing, and if the Owner in writing within 14 days after Association's notice requests it, Association may schedule a Covenants Committee hearing and provide at least 14 days' notice of the hearing. At the hearing, the Owner may respond, present evidence, and provide written and oral arguments on all issues involved, and the Covenants Committee may approve or reject the fine or suspension. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence must be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. The rules of privilege apply to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence can be excluded. If the Owner fails to timely request or attend the hearing the proposed fine or suspension set forth in Association's notice will be imposed.