

Prepared by and return to:
Jerry B. Hosey, II, Esquire
Anderson, Givens & Fredericks, P.A.
1689 Mahan Center Blvd, Suite B
Tallahassee, Florida 32308

CERTIFICATE OF AMENDMENT
ADOPTION OF
AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR ROSEATE COURT FORMERLY KNOWN AS THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR SPOONBILL COURT
AT PERICO BAY CLUB
AND
2ND AMENDED AND RESTATED ARTICLES OF INCORPORATION AND 2ND
AMENDED AND RESTATED BYLAWS OF ROSEATE COURT ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Declaration of Covenants and Restrictions for ROSEATE COURT Formerly known as the Declaration of Covenants and Restrictions for Spoonbill Court at Perico Bay Club, the 2nd Amended and Restated Articles of Incorporation and the 2nd Amended and Restated Bylaws for ROSEATE COURT ASSOCIATION, INC. (which Covenants and Restrictions were originally recorded at Manatee County Official Records Book 1316, Page 1971, et seq.,) were approved at the membership meeting held on March 12, 2026, in accordance with the requirements of Article IX of the Declaration, Article 15 of the Bylaws, and Article 8 of the Articles of Incorporation.

DATED this 27 day of March, 2026.

Witnesses:

sign: Sally Oakley Smith

print: SALLY OAKLEY SMITH

Address: 1115 ROSEATE CT
BRADENTON, FL 34209

sign: M. M. Lauzon

print: Michelle M. Lauzon

Address: 1215 Edgewater Cir
Bradenton FL 34209

sign: M. M. Lauzon

print: Michelle M. Lauzon

Address: 1215 Edgewater Cir
Bradenton FL 34209

sign: Sally Oakley Smith

print: SALLY OAKLEY SMITH

Address: 1115 ROSEATE CT
BRADENTON FL 34209

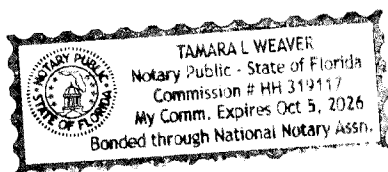
ROSEATE COURT ASSOCIATION, INC.

By: William E. Finch
William Finch, President

Attest: Darcie Simches
Darcie Simches, Secretary

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me, by means of X physical presence or
____ mobile notarization, this 27th day of March, 2026, by William Finch, as President
of ROSEATE COURT ASSOCIATION, INC., a Florida not for profit corporation, on behalf of
the corporation. He is personally known to me or has produced _____ as
identification.



NOTARY PUBLIC

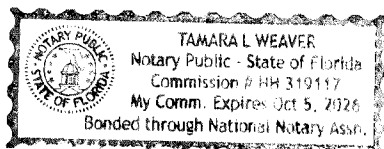
sign Tamara L. Weaver

print Tamara L. Weaver
State of Florida at Large (Seal)

My Commission expires: 10/5/26

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me, by means of X physical
presence or ____ mobile notarization, this 27th day of March, 2026, by Darcie Simches,
as Secretary of ROSEATE COURT ASSOCIATION, INC., a Florida not for profit corporation,
on behalf of the corporation. She is personally known to me or has produced
_____ as identification.



NOTARY PUBLIC

sign Tamara L. Weaver

print Tamara L. Weaver
State of Florida at Large (Seal)

My Commission expires: 10/5/26

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

**AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR ROSEATE COURT FORMERLY KNOWN AS THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR SPOONBILL
COURT AT PERICO BAY CLUB**

[Substantial Rewording of the Declaration of Restrictions. See Current Declaration of Restrictions for present text.]

ARTICLE 1 DEFINITIONS

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

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

1.1 "Act" or "Homeowners' Association Act" means Chapter 720, Florida Statutes.

1.2 "Architectural Review Committee" or "ARC" shall refer to the committee established by the Board of Directors of the Association described in Article 8 of this Declaration.

1.3 "Articles of Incorporation" or "Articles" means the Articles of Incorporation for ROSEATE COURT ASSOCIATION, INC., a Florida not-for-profit corporation in the form attached hereto as **Exhibit "B"** and incorporated herein by reference, as amended from time to time.

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

1.5 "Association" shall mean and refer to ROSEATE COURT ASSOCIATION, INC., a Florida not-for-profit corporation established for the purposes set forth herein.

1.6 “**Board**” shall mean the Board of Directors of the Association, appointed or elected in accordance with the Bylaws of the Association.

1.7 “**Bylaws**” shall mean and refer to the Bylaws of ROSEATE COURT ASSOCIATION, INC., INC., in the form attached hereto as **Exhibit “C”** and incorporated herein by reference, as amended from time to time.

1.8 “**Common Expenses**” means all expenses properly incurred by the Association in the performance of its powers and duties, including:

a. The maintenance, management, operation, repair, and replacement of the Common Properties, and all other areas of the Subdivision maintained by the Association, including those parts of the Lots that the Association is to maintain under this Declaration.

b. Obligations incurred by the Association in excess of revenues because assessments have not been paid.

c. Maintenance by the Association of areas within public rights-of-way or drainage easements or ditches adjoining or running through the Subdivision, as may be provided in this Declaration or as determined by the Board.

d. Expenses of administration and management of the Association.

e. The cost of any insurance obtained by the Association.

f. Reasonable reserves as deemed appropriate by the Board.

g. Taxes and other governmental assessments and charges paid or payable by the Association.

h. Utility charges, including deposits, incurred in the carrying out of other Association obligations hereunder.

i. The cost of any other item or items designated herein as a Common expense, or reasonably or necessarily incurred by the Association in connection with this Declaration, the Articles or Bylaws, and furtherance of the purposes of the Association, or a discharge of any obligations expressly or impliedly imposed on the Association by this Declaration.

1.9 “**Common Properties**” shall mean and refer to those areas of land shown on **Exhibit “A”** that have not been designated as a Lot, as defined herein. The “Common Properties” subject to this Declaration are intended to be used and devoted to the common use and enjoyment of the Owners in the Subdivision.

1.10 “Declaration” shall mean and refer to this Amended and Restated Declaration of Restrictive, as it may be amended or supplemented from time to time, with the original declaration for this community was recorded as the Declaration of Covenants and Restrictions for Spoonbill Court at Perico Bay Club (the “Original Declaration”), recorded in Official Record Book 1316, Pages 1971 et seq., and the property subject to this Declaration are lands that are one and the same as such property subjected to the Original Declaration, as further described in **Exhibit “A.”**

1.11 “Governing Documents” shall mean this Declaration, the Articles, Bylaws, and any Rules and Regulations.

1.12 “Improvement” shall mean all buildings, outbuildings, sheds, driveways, parking areas, fences, swimming pools, lights, and utility pole lines, and any other structure of any type or kind and landscaping changes as provided herein. Improvements to be placed, erected, or made on any Lot require the approval of the Board of Directors.

1.13 “Lot” shall mean and refer to that portion of land reflected on the Plat of the Subdivision and otherwise designated for the construction of a Unit, with the exceptions of Common Properties.

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

1.15 “Notice” shall mean delivery of any document by mail with postage prepaid to the last known address according to the records of the Association of the person or entity who appears as Owner in the records of the Association.

1.16 “Open Space” shall mean and refer to those areas of the Subdivision which constitute open area, clear from the ground upward and devoid of residential buildings, accessories, structures, and impervious areas (except those buildings used exclusively for recreational purposes).

1.17 “Owner” or “Homeowner” shall mean the record title holder of a Lot.

1.18 “Plat” shall mean and refer to the Plats referenced on **Exhibit “A”** and recorded in the Public Records of Manatee County, Florida.

1.19 “Rules” means the rules governing the use and occupancy of the Common Properties and Lots adopted by the Association Board of Directors as provided in the Governing Documents.

1.20 “Single Family” shall mean and refer to either a single person occupying a Unit and maintaining a household or two (2) or more persons related by blood, marriage, or adoption occupying a Unit together and maintaining a common household, or not more than four (4)

unrelated persons occupying a Unit as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

1.21 "Subdivision" shall mean and refer to all existing property referenced in Exhibit "A" and Article 3.

1.22 "Unit" shall mean and refer to that portion of a building situated in the Subdivision designed and intended for use and occupancy as a residence by a single family.

ARTICLE 2 GENERAL CONDITIONS

2.1 The Association. The operation of the Subdivision in accordance with this Declaration and other authority shall be by ROSEATE COURT ASSOCIATION, INC. (herein, "the Association"). The Association shall own the title to Common Properties in the Subdivision that are not dedicated and accepted by the public.

2.2 Purposes of Association. The purposes of the Association include, without limitation, those contained within the Governing Documents and Chapter 720, Florida Statutes.

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

2.4 Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time the covenants and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such fifty (50) year period, or each successive ten (10) year period, an instrument signed by the then Owners of two-thirds (2/3) of the Lots agreeing to terminate the covenants and restrictions at the end of such fifty (50) year or ten (10) year period has been recorded in the Public Records of Manatee County. Provided, however, that no such agreement to terminate the covenants and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This section may not be amended except upon consent of ninety percent (90%) of the institutional lender mortgagees of record and eighty percent (80%) of the Owners as set forth above.

2.5 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Subdivision, the Association shall not be liable to lot owners for injury or damage, other than the cost of maintenance and repair caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

2.6 Restraint Upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to a Lot.

2.7 Master Homeowners' Association. There is a Master Homeowners' Association that maintains, preserves, manages, and controls the common property located within the planned community called "Perico Bay Club." Each Unit Owner and Owner in Roseate Court Association shall be a member of Perico Bay Club Association, Inc., and shall be subject to the Master Declaration of Covenants, Conditions and Restrictions for Perico Bay Club recorded in Official Records Book 1181, Page 498, and as amended in Official Records Book 2193, Page 1708, of the Public Records of Manatee County, Florida.

ARTICLE 3 PROPERTY

3.1 Existing Property. The existing real property, which is subject to this Declaration, is described in **Exhibit "A"**.

3.2 Association's Responsibility: Except as otherwise specifically provided herein, all costs associated with maintenance, repair, and replacement of the Common Properties shall be a Common Expense to be allocated among all Lots.

3.3 Delegation of Use. Any Owner may delegate his or her right of enjoyment in the Common Properties to members of his or her family, tenants, or social guests, subject to the provisions of this Declaration and the Articles of Incorporation, Bylaws, and Rules of the Association.

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

ARTICLE 4 PROPERTY RIGHTS IN THE COMMON PROPERTIES

4.1 Members' Easements of Enjoyment. Every member, his agents, licensees, and invitees, shall have a permanent and perpetual non-exclusive easement for the use and enjoyment of the Common Properties, and each easement shall be appurtenant to and shall pass with title to every Lot. Such easements of enjoyment shall include, but not be limited to, the Members' right of ingress and egress over the streets, roadways, and walkways on the Common Properties for

purposes of access to a Lot.

4.2 Maintenance Responsibilities. The Association shall be responsible for the expense of the maintenance of the Common Properties and shall be entitled to control the use thereof. Every Owner shall have the non-exclusive right to use and enjoy the Common Properties and the improvements constructed thereon, subject to the provisions of the Governing Documents and any adopted Rules and Regulations.

4.3 Vacating of Plat. No portion of the initial Plat located within that property described on **Exhibit "A"** to the original Declaration containing Open Space may be vacated in whole or in part unless the entire plat is vacated, without the Association's consent. In the event additional Plats are added to the subdivision, no portion of any additional Plat containing Open Space may be vacated in whole or in part unless the entire such Plat is vacated, without the Association's consent.

4.4 Limitation of Members' Easements. The rights and easements of use and enjoyment created hereby shall be subject to the following:

a. The right of the Association, in accordance with the Governing Documents, to retain money for the purpose of improving the Common Properties;

b. The right of the Association to charge reasonable fees for the maintenance and use of the Common Properties;

c. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members; provided that no such dedication or transfer, determination as to purposes or as to the conditions hereof, shall be effective unless an instrument signed by the appropriate officers of the Association certifying that a special or regular meeting of Members called for such purpose, of which fifteen (15) days' written notice was sent to each Member, that the vote of two-thirds (2/3rds) of the voters present, either in person or by proxy, was obtained, agreeing to such dedication or transfer; except notwithstanding the foregoing the Association Board may dedicate the sewer and utility lines to any such public agency if such agency will provide sewer and utility service to the Subdivision;

d. The right of the Association, as provided in Article 11, to grant exclusive easements and rights-of-way over certain parts of the Common Properties to Members of the Association when the Association deems it necessary;

e. The right of the Association to adopt and enforce at any time rules and regulations governing the use of the Common Properties and all facilities situated thereon. Any

rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration;

f. The Association may expand and add recreational or other facilities to or on the Common Properties; and

g. Notwithstanding any provision herein to the contrary, access by a Member to a Lot shall never be prohibited by the Association except in the event of a disaster or suspensions imposed by law.

ARTICLE 5 COVENANT FOR ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner hereby covenants and agrees to pay, and each Owner of any Lot by acceptance of such ownership interest, whether by deed, inheritance, other conveyance or otherwise, whether or not it shall be so expressed in any such deed or other instrument, shall be deemed to covenant and agree to pay to the Association all Assessments made in accordance with this Declaration, the Articles and Bylaws. All such Assessments shall be filed, established, and collected from time to time as hereinafter provided. The Assessments, together with interest thereon, late charges, attorneys' fees, management costs, court costs, and other costs of collection thereof, as hereinafter provided, shall be a charge on the land and a continuing lien upon the Lot against which each such assessment is made. Each such Assessment, together with such interest, late charges, costs, and attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due, and shall remain the personal obligation of such Owner notwithstanding that such Owner may no longer own the Lot. The Association may record a lien in the Public Records of Manatee County, Florida, setting forth the amounts claimed due to the Association.

5.2 Purposes of Assessment. Assessments levied by the Association shall be used only for the purposes set forth in this Declaration, the Articles, and the Bylaws. Amounts for Common Expenses provided for herein shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owner and occupants of the Subdivision, all as may be authorized from time to time by the Board.

5.3 Regular Assessments. The amount and timing of payment of Regular Assessments shall be determined by the Board pursuant to the Articles and Bylaws, after giving due consideration to the current maintenance, operational, and other costs, and the future needs of the Association. Regular Assessments may include amounts established for reserves. Not later than thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the total Common Expenses to be incurred for the fiscal year, and the amount of the Regular Assessment shall be sent to every Owner. Each Owner shall thereafter pay to the Association his or her Regular Assessments in such installments as may be established by the Board.

5.4 Special Assessments. The Association may levy such Special Assessments as may be determined to be necessary or desirable in carrying out its responsibilities and duties under this

Declaration. The amount and purpose of all such Special Assessments shall be established by the Board, unless otherwise, provided. Without limiting the generality of the foregoing, the following circumstances shall authorize Special Assessments:

(a) **Supplementary Assessment.** If the Board shall determine that the Regular Assessments for the current year are, or will become, inadequate to meet all Common Expenses for any reason, it shall determine the approximate amount of such inadequacy and make a Supplementary Assessment against each Lot, specifying the date or dates when due.

(b) **Compliance Assessment.** Special Assessments shall be levied by the Board against a Lot to reimburse the Association for costs incurred in bringing an Owner or his or her Lot into compliance with this Declaration.

(c) **Water and Sewer Assessment.** This subdivision will include a master meter for water and sewer to the Common Properties and water and sewer use by the individual Lot. The Association shall act as agent for the purpose of collecting these costs in whatever manner the Board of Directors may direct.

(d) **Improvement Assessment.** The Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any acquisition of Common Property, or construction, repair, or replacement of a described improvement of Common Property, including the fixtures and personal property related thereto. Such Special Assessments shall be payable at such times and in such installments as may be determined by the Board and approved by the membership as otherwise provided for approval of the assessment. All amounts so collected may only be used for capital improvements and shall be deposited by the Board in a separate account to be held in trust for such purposes. Said funds shall not be comingled with any other funds of the Association and shall be a contribution to the capital account of the Association by the members.

5.5 Uniformity. Each Lot shall bear an equal share of the Common Expense, and all Regular and Special Assessments shall, unless otherwise provided, be uniform, each Lot bearing an equal share. Regular and Special Assessments may be collected at such intervals as may be determined by the Board. Special Assessments for compliance and services will be neither uniform in amount nor level because of their nature, but they shall be handled and processed in a uniform and nondiscriminatory manner, and all Lots and Owners similarly situated shall be assessed in a uniform manner.

5.7 Certificate of Payment. The Association shall, upon request, furnish to any Owner a certificate signed by an officer or authorized agent of the Association setting forth whether the assessments on a specified Lot have been paid, and the date and amount, if known, of the next assessments or installments coming due, together with the amount of any delinquency. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid as to third parties without notice of facts to the contrary.

5.8 No offsets. All assessments shall be payable in the amount specified, and no offsets shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its responsibilities and authorities as provided in this Declaration.

5.9 Effect of Non-Payment of Assessment; the Personal Obligation of the Owner: the Lien: Remedies of Association: Late Fees: Resale Certificate. If the assessments are not paid on the date when due (as determined by the Board of Directors), then such assessment shall become delinquent and shall, together with interest thereon and costs of collection, including any management fee, and any administrative late fees, costs, or attorney's fees, as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his or her heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation provided, however, that no voluntary sale of any Lot shall be effective, nor shall any marketable title be conveyed, unless and until the seller has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the seller has paid all assessments to date. If no such certificate is obtained and recorded, the purchaser shall be conclusively presumed to have assumed such past due assessments and shall become jointly and severally liable therefor. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate established by the Board of Directors, not to exceed the maximum legal rate of interest. The Association may bring an action at law against any Owner personally obligated to pay the outstanding assessments and/or bring an action to foreclose the lien against the Lot. There shall be added to the amount of such assessment all costs of collection, including, but not limited to, late fees, interest, the cost of preparing and filing the complaint in such action, the cost of any and all attorneys' fees and management costs incident to the collection whether or not suit is brought, including the attorneys' fees on appeal. In the event a judgment is obtained, such judgment shall include interest on the assessments as provided above and a reasonable attorneys' fee to be fixed by the Court, together with costs incident to the action.

5.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any mortgage now or hereafter placed upon a Lot subject to assessment; provided, however, that if a First Mortgagee of record, obtains title to such property as a result of foreclosure of the lien of such First Mortgagee or as a result of a deed given in lieu of foreclosure thereof, such First Mortgagee's liability for unpaid assessments shall be governed by Chapter 720, Florida Statutes.

ARTICLE 6 DUTIES AND POWERS OF ASSOCIATION

6.1 General Duties and Powers of the Association. In furtherance of its purposes and to the duties and powers, the Association shall have the powers enumerated in Chapters 617 and 720, Florida Statutes, herein and in the Articles and Bylaws, which, unless indicated otherwise by the Declaration or Bylaws of the Association, may be exercised by the Board of Directors

6.2 Implied Powers. The Association shall have all power and authority reasonably necessary for it to carry out each and every one of its obligations set forth in this Declaration, the Articles of Incorporation, or Bylaws, including any right or power reasonably to be implied from the existence of any other right, power, duty or obligation given to it or reasonably necessary to effectuate its obligations hereunder.

ARTICLE 7 INSURANCE, DESTRUCTION, AND RECONSTRUCTION

7.1 Generally. Except as otherwise provided herein, the Association, as agent for and on behalf of the Lot Owners and their respective mortgagees, shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all of the insurable improvements of the entire subdivision, including the Units and the Common Properties, for the full replacement or insurable value thereof. The Association shall maintain flood insurance in at least the amount required by institutional first mortgagees. The premium for all insurance shall be paid by the Association and shall be included in the annual budget and be a part of the monthly maintenance fee. The Association shall have full authority as agent for the insureds to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. If damage is caused by a casualty or insured event, the costs incurred by the Association, which includes the deductible for direct repairs or replacement for insurable damage for which the Association is responsible for repairing or replacing under the applicable insurance policy, will be the responsibility of the Owners in each particular building damaged, in proportion to the total cost of the damages attributable to their Unit. In the event that the Association decides to not make an insurance claim for the covered damages to a building, such as in the event that the covered damages in a building are less than Association's deductible, the costs to repair or replace will be the responsibility of the Owners in that particular building, as provided above. Any portion of a deductible paid on behalf of an Owner shall be collected as an assessment. Notwithstanding the foregoing, the Board of Directors may determine that it is in the best interest for the Association to contribute, as a common expense, to repair amounts exceeding a deductible. By way of example, if the deductible for a building is \$24,000.00 but the total damage to the building is only \$30,000.00, the Board of Directors may determine that it is in the best interest of the Association to contribute \$6,000.00 toward the repair amounts for the purpose of avoiding the filing of an insurance claim, which could result increased premiums or the loss of coverage. In this example, the Owners would be responsible for their portion of the \$24,000.00 deductible in proportion to the total cost of the damages attributable to their Unit. The original policy of insurance shall be held by the Association and institutional first mortgagees shall be furnished, upon request, mortgage

endorsements covering their respective interests.

7.2 Owner Insurance Obligations. Each Owner shall be responsible for insuring; (1) his or her own personal property within his or her Unit and any improvements made by him within his or her Unit; (2) all paint, finishing, covering, wallpaper, and decoration of the interior surfaces of all walls, floors, ceilings, and doors bounding, or contained within, the interior of his or her Unit; and (3) all alterations or additions made by the Owner, or by any of his predecessors in title other than Developer, to his or her Unit or Lot. Each Owner shall also be responsible for insuring any improvements installed within an entrance way, or front or rear garden courtyard that such Owner is obligated to maintain pursuant to other portions of this Declaration. Notwithstanding the foregoing, any insurance otherwise required to be maintained by the Owners by the terms hereof may be included in the insurance coverage purchased by the Association and paid for as part of the common expenses, if so authorized by the Association Board of Directors.

7.3 Destruction and Repair. In the event of a destruction or casualty loss to any of the improvements in the subdivision or other property serving the Owners, all insurance proceeds payable under the Association's policies shall be collected by the Association as agent or by a banking corporation having trust powers selected by the Association Board of Directors. The proceeds shall be held by the bank in trust and used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Board of Directors. The insurance carrier shall not be responsible to insure that the proceeds are paid over to the bank trustee or are properly applied as provided herein. The bank trustee shall disburse the proceeds held by it upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. Any surplus of insurance proceeds shall be returned to the Association and added to the Association's funds. In the event the proceeds are not sufficient to pay the cost of the reconstruction and the bank trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the common expenses of the Association. The Association's insurance carrier shall not have a right of subrogation against any Owner, but if it is determined by the Board that the damage was proximately caused by the gross negligence or willful and wanton misconduct or intentional acts of Owner, such Owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds, which sum shall be payable by such Owner within 30 days after delivery of written notice of the assessment. If the Association so elects, they need not be placed in trust but shall be held by the Association and applied directly by the Board for the above purposes. In the event of a total or substantial destruction of all of the improvements in the subdivision, the improvements shall be restored as above provided unless the Owners of two-thirds of the Lots vote to terminate the provision of this Declaration. In the event the provisions of this Declaration are to be terminated, then all Owners shall immediately convey all their right, title, and interest in and to their respective Lots to the bank trustee selected by the Board of Directors, to be held by such trustee in trust. The recording of each such conveyance to the trustee in the Public Records of Manatee County will have the immediate effect of releasing all liens upon the respective Lots and shall cause their instantaneous transfer to that

Lot Owner's share of the funds to be subsequently distributed by the trustee as provided herein. Upon recording an instrument evidencing the termination of the provisions of this Declaration, the proportional share of each Lot Owner in the funds to be distributed by the trustee as herein provided shall be established in accordance with the respective values of the lots and Units thereon, prior to the destruction as such values are determined by three experienced real estate appraisers selected by the Board of Directors.

7.4 Proceeds. The trustee shall collect all insurance proceeds payable as a result of such destruction, and the Association shall convey to the trustee all its right, title, and interest in and to the Association Property and all other assets of the Association which may remain after the Association pays its liabilities. The trustee then shall effect a public or private sale of the subdivision property, by whatever means the Association Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. The trustee may make partial distributions of each Lot's share of the funds collected by the trustee at such times, and in such aggregate amounts, as the trustee and the Association Board deem appropriate. In determining the amount of any partial distribution, the trustee and the Association Board shall ensure that sufficient funds are retained by the trustee to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the trustee has collected all insurance proceeds and all proceeds from the sale of the subdivision property and, to the extent applicable, the assets of the Association and has paid all applicable Association liabilities and reasonable trustee's fees, appraiser's fees, and other costs reasonably incurred, the trustee shall make a final distribution of each Lot's share of the remaining funds held by the trustee.

Any distribution, whether partial or final, of a Lot's share of the funds held by the trustee shall be made jointly to the record title owner of the Lot and the record owners of any mortgages or other liens encumbering the Lot at the time of the recording of the conveyance to the trustee by the Lot owner. All mortgages and other liens upon the lienholders who had priority against the title to the Lot shall have priority of payment of the Lot's share of such funds. Nothing herein provided shall in any way relieve the Lot owner of his personal liability for any deficiency which may remain upon any liens which encumbered his or her Lot at the time of his conveyance to the trustee.

Mortgagees and other lien holders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgages or perfections of their liens. The provisions of this Article may be enforced by injunction, by suit for specific performance, or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

7.5 Liability Insurance. The Association shall obtain and maintain public liability insurance covering the Common Properties. The premiums for such insurance coverage shall be included in the annual budget and in the monthly maintenance fee. The Board shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the

Association. The Owners shall have no personal liability upon any such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular Unit or Lot, as he may deem appropriate.

7.6 Fidelity or Crime Policy. Insurance or a fidelity bond for all persons who control or disburse funds of the Association, which insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Article 7.5, the term "persons who control or disburse funds of the association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the association. As provided by law, the requirements of this Article 7.5 may be waived annually by a majority of the voting interests present at a properly called meeting of the Association.

7.6 Other Insurance. The Association shall have the authority to obtain additional insurance coverage, including but not limited to directors and officers insurance, workmen's compensation insurance, or any other insurance coverage deemed appropriate by the Board.

ARTICLE 8 ARCHITECTURAL CONTROL
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8.1 Architectural Review Committee. For the purpose of carrying out the Architectural Review process, the Board shall establish an Architectural Review Committee ("the ARC"), which shall have authority to: 1) review all proposed construction, installation, or placement of improvements on Lots within the Subdivision; and 2) approve, approve with conditions, or deny all proposed construction, installation, or of placement of improvements on Lots within the Subdivision. The ARC shall consist of at least three (3) members. The members of the ARC shall be appointed by the Board. A member of the ARC may, at the same time, serve as a member of the Board. Members of the ARC shall serve terms established by the Board. The establishment of the number of members, method of selecting a chairman, and other similar provisions for the composition of the ARC, consistent with Article 8, shall be as provided from time to time by the Board.

8.2 Architectural Standards and Procedures. From time to time, the Board of Directors, either independently or upon the recommendation of the ARC or Landscaping Committee, may propose and adopt architectural and landscaping standards and procedures for the Subdivision. The standards may not be contrary to the provisions of this Declaration or the Bylaws and shall be consistent with the original architectural, structural, aesthetic, and environmental concepts provided in this Declaration, but may be greater or more stringent than standards prescribed in applicable building, zoning, planning, or other local governmental codes. All standards shall be adopted and applied on a uniform basis, and may be reviewed or expanded from time to time to take cognizance of new materials, techniques, and proposals. All architectural standards shall be deemed to include the mandatory architectural obligations, prohibitions, and

guidelines contained in this Declaration. In addition to the foregoing, the ARC may adopt reasonable rules and regulations for the conduct of its authority.

8.3 Architectural Review Required. Architectural review and approval shall be required in each of the following circumstances:

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

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

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

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

(e) Whenever an Owner proposes any change or addition to the landscaping of a Lot, except for plantings within a substantially enclosed courtyard area. For Article 8, the term "landscaping" shall mean the removal of any tree, grading, change in elevation, or clearing. The Landscaping Committee may submit written guidance to the ARC on any landscaping change or addition under review by the ARC.

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

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

8.4 Procedure. There shall be submitted to the ARC a written application setting forth plans (site, grading, landscape, floor, etc.), colors, materials, and other specifications for any activity for which review is required. The ARC shall adopt a written application form that details all information required from the Owner, including the identity of the individual or company intended to perform the work and the projected commencement and completion dates. Except for an Owner serving as his or her own contractor, any contractor or service provider performing construction work on a Lot in a subdivision shall be properly licensed in the State of Florida and/or local governments, and must provide proof of insurance coverage.

(a) When established architectural standards and procedures for approving certain colors, materials, decorative or other items of routine maintenance, repair, or minor improvement, including specified landscape materials, the Owner or Association may comply with such standards without further approval. In all other situations, a written application shall be submitted to the ARC, setting forth plans, colors, materials, and other specifications for the activity for which review is required.

(b) The ARC may request additional and supplementary information. The ARC shall, within thirty (30) days after receipt of a complete application issue a written opinion of: 1) approval or denial, 2) approval in part and disapproval in part, or 3) approval with stated conditions. The written opinion shall specify the reasons for recommending disapproval or any conditions and shall annotate its recommendation by reference to the applicable architectural standards. With its written opinion, the ARC shall provide the Association with a complete copy of the application and all documentation submitted by the Owner.

(c) The proposed construction, installation, or placement of improvements will be approved if, in the sole opinion of the ARC: (1) the improvements will be of an architectural style and of materials that are compatible with the other structures in the Subdivision; (2) the improvements will not violate any restrictive covenant or adopted architectural standard or encroach upon any easement or platted building set back lines; (3) the improvements will not result in the reduction in property value or use of adjacent property; and (4) the improvements will be substantially completed, including all cleanup, within six (6) months of the date of commencement (twelve (12) months for the construction of a complete house).

(d) In the exercise of its sole discretion, the Board of Directors may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans. Such assurances may include the posting of a performance bond and/or a completion bond in favor of the Association, independent professional inspection reports, or sworn progress reports.

(e) No work shall proceed except in compliance with this Declaration and architectural approval as provided in this Article 8. Further, if there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 8 to the same extent as if erected without prior approval of the ARC.

(f) The Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation reasonable attorney's fees and costs and any other expenses or fees incurred in the prosecution thereof.

(g) An applicant for ARC approval under this Article 8 aggrieved by a decision of the ARC may appeal that decision in whole or in part to the Board. Such an appeal shall be initiated by filing a notice of appeal in writing with the Board specifying the portions of the decision appealed. Such notice shall be filed not later than ten (10) days after the date upon which the

decision of the ARC is made. Upon receipt of such appeal, the Board shall schedule a hearing on such matter within thirty (30) days, at which it may affirm, reverse, or modify the decision of the ARC. Failure of the Board to act within such thirty (30) day period unless the Board provides the Owner with written notice of a fifteen (15) day extension. A failure to act within the original thirty (30) day period or within fifteen (15) days of a written extension shall be deemed a reversal of the ARC decision that was the subject of the appeal.

(h) The Board may establish reasonable fees for architectural review, and the Association shall maintain records of all architectural review proceedings. An application shall be deemed incomplete unless the established fees are paid in full.

ARTICLE 9 USE RESTRICTIONS

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

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

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

9.3 Common Properties. The Common Properties shall be used only for the purpose for which they are intended.

9.4 Leasing. The lease, license, or loan of any portion of a Lot for the exchange of any type of consideration (herein collectively "lease") shall only occur as follows:

(a) Only the entire Lot may be leased. The leasing of individual rooms is expressly prohibited.

(b) The minimum lease term shall be not less than three (3) months.

(c) No lot shall be leased more than three (3) times in a calendar year.

(d) All leases must be in writing. Each written lease agreement between the Owner and potential lessee shall contain a provision that provides the Association the authority to act as agent for the Owner and permits the Association to file an eviction, ejectment, or other similar or appropriate action against the lessee for a violation of the Association's governing documents (Declaration of Restrictions, Articles of Incorporation, Bylaws, and Rules and Regulations). Written notice and a reasonable opportunity to remedy any alleged violation(s) shall be provided to an Owner before pursuing the remedy provided in this Article 9.4(d). If the lease fails to contain this language, it shall be deemed to be included in the lease. Any expense incurred by the Association to enforce this provision shall be deemed a compliance assessment as provided in Article V.

(e) Any and all persons wishing to lease a Lot pursuant to a lease must pass a background check prior to the execution of the lease agreement or occupancy of the Lot. It shall be necessary for the Board of Directors of the Association, or its duly authorized officers, agent, or committee, to approve in writing all leases or occupants of a leased Lot before such lease or occupancy shall be valid and effective. Written application for such approval shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by a transfer fee as required by rule of the Board. Such approval shall not be unreasonably withheld but shall be based upon good moral character, criminal history, social compatibility, and financial responsibility of the proposed lessee or occupant.

(f) In the event a lease is disapproved, the Lot shall not be leased.

(g) Subleasing and assignments of the lease are prohibited.

(h) No Lot shall be leased during the initial twelve (12) month period of ownership. However, this twelve (12) month prohibition shall not apply to: a) transfers made primarily for estate planning purposes which are for nominal consideration (including without limitation transfers to a Member's spouse, transfers directed by a Member's will to beneficiaries or heirs or into a trust), b) the Association, or c) transfers to institutional mortgagees by way of foreclosure or deed in lieu thereof. In the event of a dispute concerning the primary purposes of a transfer, the Association's Board of Directors shall determine the purpose of the transfer, whose decisions shall be final unless wholly arbitrary and capricious.

9.5 Certain Criminals Prohibited. No person convicted, in any degree, of murder, sexual battery, child molestation, rape, felony distribution of illegal drugs, burglary, or their equivalent under federal or state laws, shall be permitted to own, lease, or occupy a Lot at any time, and it shall be the responsibility of the Owner to investigate and confirm this provision is followed. A waiver of this provision or failure to enforce it in any particular instance shall not constitute A waiver or estop the Association from enforcing this provision in any other instance.

9.6 Signs. No sign, billboard or notice of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit or other improvement upon such Lot so as to be visible from public view or mounted on or in any vehicle parked or driven in the subdivision except that an Owner may display: 1) one (1) home security sign; 2) one (1) "Open House" sign not larger than 12" x 14" displayed only during daylight hours while someone is in the Unit, and 3) one (1) ornamental number plate. In addition to the foregoing and notwithstanding the limitations on flags and banners stated in Article 9.7, holiday signs, flags, banners, and decorations (herein collectively "holiday decorations") may be displayed on the exterior of a Unit and on a Lot not more than thirty (30) days in advance of the holiday or more than fourteen (14) days after the holiday. The Board may adopt additional rules regulating the manner and location of holiday decorations.

9.7 Flags and Banners. All flags and banners are prohibited on a Lot, except that an Owner may display on a home: 1) signs and banners permitted by adopted ARC standards, and 2) any two (2) of the following portable, removable flags not larger than 4 ½ feet by 6 feet: United States flag, the official flag of the State of Florida, any flag representing the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, a POW-MIA flag, or a flag representing a first responder as defined by Section 7230.304(2)(a)5., Florida Statutes. Further, an Owner may erect a freestanding flagpole no more than twenty (20) feet high on any portion of the Unit, so long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may display in a respectful manner from a properly installed flagpole one (1) official United States flag, not larger than 4 1/2 feet by 6 feet, and one (1) of the other aforementioned flags. Such additional flag installed on a flagpole must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental or ARC regulations.

9.8 Exterior Materials, Finishes, and Appearances. It is intended that the exteriors of the Units remain substantially similar in appearance, in accordance with the adopted ARC standards. Further, nothing shall be hung, displayed, or placed on the exterior of the walls, doors, or windows of Unit or otherwise placed or installed on a Lot except as permitted herein or an adopted ARC standard. Exterior modifications and installations shall be approved in accordance with Article 8 prior to modification or installation.

9.9 Window Air Conditioning Units. Window air conditioning units are prohibited.

9.10 Fences. Fences of any kind are prohibited.

9.11 Animals. No more than a maximum of two (2) animals weighing more than a combined weight of 50 lbs., which are commonly kept as household pets, may be brought or maintained on a Lot or in a Unit. This quantity limitation shall not apply to fish or birds. No animal shall be kept or bred on any Lot for a commercial purpose. The keeping of any animal on a Lot or in a Unit is not a right of an Owner but is a conditional license. All persons keeping animals shall be required to clean up after their animals and shall not allow their animals to cause health hazards, noise disturbances, or other nuisances to residents. This conditional license is subject to termination at any time by the Board of Directors of the Association upon finding that the animal is vicious, is annoying to other residents, or has in any way become a nuisance. The Owner of an animal assumes liability for all damage to persons or property caused by the animal or resulting from its presence within the Subdivision. All animals shall be leashed outside of the Unit. Animals shall be kept and maintained in compliance with all laws, ordinances, and regulations.

9.12 Permitted Television Antennae. With the consent of the ARC, a satellite television antenna which is (a) no larger than 1 meter in diameter, (b) placed on the ground, or on a post no higher than five (5) feet, or attached to a Unit either on the side or at the rear, (c) screened by a hedge or fence which is approved by the Board of Directors, (d) compatible with the residential character and appearance of the subdivision, (e) in compliance with such other written specifications that the Board of Directors shall promulgate in writing from time to time, and (f) in compliance with this Declaration may be installed on a Lot. This restriction will not be enforced if it: (i) unreasonably delays or prevents installation, maintenance, or use of a protected antenna, as defined hereafter; (ii) unreasonably increases the cost of installation, maintenance, or use of such antenna, or (iii) precludes reception of an acceptable quality signal. A protected antenna is one designed to receive broadcast satellite service, including direct-to-home satellite services, including distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement, or an antenna that is designed to receive a television broadcast signal.

9.13 Hanging of Laundry. No hanging of clothes, towels, or other laundry shall be permitted on any Lot except in such a manner that is not visible from streets or other Lots.

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

9.15 Nuisances, Offensive or Illegal Activities. No portion of the Subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the Subdivision that will emit foul or obnoxious odors or

that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Subdivision. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way are noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the subdivision or which will increase insurance rates on any Lot, Unit, or on the Common Property.

9.16 Vehicles and Parking. No vehicle shall be parked in the Subdivision except on a paved driveway or inside a garage. Parking on grassy or landscaped areas is prohibited. Notwithstanding the foregoing, street parking for a special event may be approved with advance approval of the Board or its authorized representative or agent. No trucks, vans, vehicles, or trailers which are used for commercial purposes (which shall include, but not be limited to, any vehicle bearing any signage identifying a business name), other than those actively serving a Lot, may be parked in the Subdivision. RV-style vans, open-bed pick-up trucks, and motorcycles are prohibited. A boat may be kept on a Lot, provided it is kept in an enclosed garage. Notwithstanding the foregoing, motor homes are allowed to be parked in the driveway only for the purpose of loading and unloading, either in preparation for or returning from a trip. Motor homes shall be removed within 18 hours. Under no circumstances shall any person "live" or otherwise reside overnight in the motor home. The Board of Directors may adopt regulations regulating the use, storage, and charging of E-bikes.

9.17 Garages. No garage shall be converted to a storage or living space, and should be generally made available for the parking of vehicles. No vehicles may be parked outside of the garage with a protective covering in place. Inoperable vehicles must be removed from the Subdivision within twelve (12) hours. Vehicle repairs are prohibited.

9.18 Rules and Regulations. The Board of Directors may adopt reasonable rules consistent with this Declaration governing the use, operation, management, and administration of the Common Property, Lots and Units.

ARTICLE 10 REPAIR AND MAINTENANCE
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10.1 Generally. The responsibility for the maintenance of the Subdivision is divided between the Association and the Owners. Interior maintenance of Units is the responsibility of the Owner in all instances. The Association shall have no liability for damages to the interior of a Unit, except as may be provided by insurance. Maintenance of the exterior of a Unit, unless otherwise provided in this Declaration or any subsequent amendments thereto, is the responsibility of the Owner. The maintenance of the Common Properties is the responsibility of the Association in the manner provided in this Declaration.

10.2 Exterior Maintenance Responsibility of Owner and Self-Help. Unless otherwise provided in this Declaration, the Association shall have no exterior maintenance responsibilities, periodic or otherwise, for Units. In the event any Owner has failed to maintain the exterior of a Unit in accordance with general standards of the Subdivision, then, after reasonable notice to the Owner specifying such failure and upon Owner's neglect or refusal to remedy the problem, the Board of Directors, in addition to maintenance upon the Common Properties, may provide any of the exterior maintenance upon each Unit it deems necessary in its sole discretion, including but not limited to the following: painting; repairs; replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. The cost thereof shall be assessed against the Unit and shall be charged to the Owner as a Compliance Assessment as provided in Article 5. This remedy shall be deemed unavailable if the Board makes any of the following findings: 1) that the estimated cost of the proposed exterior maintenance will be in excess of \$1,000.00, 2) funds to undertake the proposed exterior maintenance are not available in the budget, requiring a special assessment, 3) the Owner has objected to the Association undertaking the proposed exterior maintenance, or 4) the Board or its vendor have reasonably determined that undertaking the proposed exterior maintenance is dangerous. The Board's findings shall be deemed valid unless arbitrary and capricious.

10.3 Lot and Landscaping Maintenance. The Association shall be responsible for portions of maintenance of the Lots in the community, limited to mowing of sodded areas of the Lot, pruning of trees and shrubs, including existing original palm trees and other similar items as deemed appropriate by the Board, and fertilizing the lawns, trees, and shrubs. The Owners, however, shall be responsible for replacing front, rear, and side yard landscaped or planted areas, including within front courtyards and the rear deck, to a Unit at the Owner's expense. Pursuant to Article 8, ARC approval is required for landscaping changes and additions, including to planting areas. Notwithstanding the foregoing, the Association has no responsibility for sod replacement under any circumstances. Sod replacement shall be at the expense of the Owner. The Association makes no guarantees regarding the quality of irrigation water or that irrigation on a Lot will function at all times. Accordingly, the Association highly suggests the installation of Florida-Friendly plantings, including drought-resistant ground covering or sod. The Board of Directors may adopt Florida-Friendly planting guidelines, and such guidelines may include certain prohibited non-native species or species requiring elevated watering.

10.4 Common Property Landscaping. All grass areas and shrubbery that are part of the Common Property are the responsibility of the Association, and this cost shall be a common expense.

10.5 Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice of no less than 24 hours to the Owner, to enter upon the exterior of any Lot at reasonable hours on any day except Sunday, except in emergencies.

10.6 Maintenance of Masonry Walls. Any wood, masonry, or other type of fencing or walls surrounding portions of the Subdivision which are in the Common Areas shall be maintained

by the Association, and a perpetual easement of ingress and egress over the Lots abutting said masonry walls is hereby granted to the Association for purposes of construction and maintenance activities related to any such walls.

10.7 Roads and Irrigation. The Association shall maintain in good repair, at all times, the roadways. Subject to limitations as provided in Article 10.3, all irrigation constructed and irrigation improvements located within the Subdivision shall be maintained by the Association.

10.8 Lake Maintenance. The Association shall be responsible for the mowing and lawn maintenance from the edge of the water to the top of the slope.

10.9 Termite Control and Maintenance System. The Association shall provide a termite control and maintenance system for each Lot as a common expense. The Association shall have no liability for any termite damage to a Unit.

10.9 Unit Maintenance. Notwithstanding anything to the contrary, when an Owner experiences damage to a Unit requiring maintenance or repair to the entire building, and such maintenance or repair is not covered by the Association's insurance policy on the structure, but the other Owner or Owners in the same building refuse to participate in the repair work, thereby exposing the other Owners to further risk of damage and decrease in their property value (i.e., one unit in a building experience roof leaks that damage their interior but to correct the problem the entire roof must be replaced), the following procedure will apply. The following FIRST STEPS procedure to permit homeowners to agree on necessary repairs to the exteriors and roofs of their units, or other portions of the structure if the context so permits shall be followed.

When the exterior or roof or other portion of a building requires maintenance or repair, any Unit owner in the building may attempt to remedy the problem by taking the following steps:

STEP 1: Identify the problem and share it in writing, at the earliest opportunity, with the other owner in the building.

STEP 2: At least one (1) expert shall be promptly called upon to inspect the exterior or roof problem and propose a solution for care, repair or replacement.

STEP 3: A proposal for correcting the problem, based on recommendations of the expert, shall be promptly provided to both Unit owners.

STEP 4: If all owners in the building agree to the recommendation of the expert, and payment for the work, the repair or replacement work shall be begun and completed without delay.

All four steps are to be completed within fourteen (14) days following the date of the writing described in **STEP 1**, unless otherwise approved by the Board in its discretion based on the applicable circumstances.

In the alternative, if all Owners in a building are not able to agree on a remedy to the problem, the Board will order the necessary repair work to the building's exterior surfaces or roofs. In those cases, the Board will assess the costs for the work against the Lot and charge the Owners for the work.

ARTICLE 11 EASEMENTS

11.1 Reserved by the Association. Association hereby reserves for the benefit of itself, its successors and assigns, perpetual easements for ingress and egress and for the installation, construction, repair, maintenance, and replacement of lines, pipes, wells, drains, cables, equipment, apparatus, structures, roads, driveways, and other improvements for private or public utility services of all kinds, including without limitation, water, sewer, drainage, irrigation (including the installation, maintenance, and operation of irrigation pumps), fire protection, electricity, telephone, cable television, internet, security systems, and trash disposal, over, under, through, and across the Subdivision. Association may assign and convey any of the foregoing easements to such persons or entities as Association may deem appropriate for the use of such persons or groups of persons as may be designated and upon such terms as may be established by Association. In addition, all easements contained in the Original Declaration are incorporated herein by this reference.

11.2 Granted to Utilities. There is hereby granted to all public and private utility companies furnishing utility services to the Subdivision as of the time of recording of this Declaration, or hereafter authorized by the Association to furnish such services, a perpetual nonexclusive easement for the construction, installation, maintenance, repair, and replacement of the equipment, structures, and other improvements by which such utility services are respectively provided over, under, across, and through such portion of the Subdivision as may be reasonably necessary.

11.3 Granted to and by the Association. There is hereby granted to the Association a perpetual nonexclusive easement across each Lot and through each Unit for the purpose of maintaining the Association property and any improvements on the Common Properties. The Association is also hereby granted a perpetual nonexclusive easement of support in any portion of a Unit which contributes to the support of that or any other Unit. The Association shall have the right to grant easements under, over, across, and through the Subdivision to such persons or entities and for such purposes as the Association Board of Directors may deem appropriate by recording in the Public Records of Manatee County, Florida, an instrument duly executed by the president or vice president of the Association.

11.4 Pedestrian and Vehicular Traffic. For pedestrian traffic over, through, and across sidewalks, paths, lanes, and walks, as the same may from time to time exist, upon the subdivision; and for the vehicular traffic over, through, and across such portions as may be from time to time paved and intended for such purposes.

11.5 Easement for Governmental, Health, and Emergency Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services, and any emergency services such as fire, ambulance, and rescue services, for purposes of ingress and egress over the Common Properties.

11.5 Perpetual Non-Exclusive Easement in Common Properties. The Common Properties shall be, and the same is hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the Owners in the Subdivision for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Owners.

11.6 Air Space. An exclusive easement for the use of the air space occupied by a Unit as it exists at any particular time and as such Unit may lawfully be altered.

11.7 Encroachments. Each Owner shall have a perpetual easement for encroachments which may exist now or in the future by inaccuracies in construction, settlement, or movement of any buildings, which encroachments shall be allowed to remain undisturbed until they no longer exist.

11.8 Additional Easements. The Association, on its behalf and on behalf of all Owners (each of whom hereby appoints the Association as their attorney-in-fact for this purpose) shall have the right to grant such additional electric, gas, other utility or service or other easements, or relocate any existing easements or drainage facilities, in any portion of the Subdivision, and to grant access easements or relocate any existing access easements in any portion of the Subdivision, as the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Lots for their intended purposes. The Association, on behalf of itself and all Owners (as such Owners' attorney-in-fact), shall also have the right to transfer title to utility-related equipment, facilities, or material to any public utility company or governmental agency that is assuming the obligation to maintain such equipment, facilities, or material. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association. Furthermore, the Association shall have the authority to take any other action, on behalf of itself and all Owners (as such Owners' attorney-in-fact), to satisfy the requirements of any public utility company or governmental agency to which any such utility-related equipment, facilities, or material are to be so transferred.

11.9 Reserved Right for Easement. The Association, on its behalf and on behalf of all Owners (each of whom hereby appoints the Association irrevocably as their attorney-in fact for this purpose), each shall have the right to grant such additional electric, drainage, gas, cable TV or

other utility or service easements, or relocate any existing utility or service easements or drainage facilities (subject to applicable restrictions), in any portion of the Subdivision, and to grant access easements in any portion of the Subdivision, Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Lots for dwelling purposes.

11.10 Roadways and Utilities. The Association herewith ratifies, confirms, and declares that those roadways and utility easement areas and other easements set forth in the Subdivision Plats attached as **Exhibit "A"** are non-exclusive easements dedicated to and for the benefit of the Subdivision, the Association, and the Owners.

ARTICLE 12 PARTY WALLS

12.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of Units in the Subdivision and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

12.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

12.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and, if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

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

12.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**ARTICLE 13
AMENDMENT**

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

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

13.2 Approval. This Declaration may be amended by an affirmative vote of at least two-thirds (2/3rds) of the Members in attendance, in person or by proxy, and voting.

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

**ARTICLE 14
ENFORCEMENT**

14.1 Independent Covenant. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

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

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

ARTICLE 15
MISCELLANEOUS

15.1 Interpretation. The Board shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction, or interpretation shall be final and binding.

15.2 Severability. The covenants, conditions, and restrictions contained herein are severable, and the invalidation of one shall not invalidate any other covenant hereof, and each covenant shall be independent to such extent

15.3 Conflict. The precedence over conflicting provisions in any of the Governing Documents or any adopted Rules and Regulations is as follows: 1) Declaration, 2) Articles of Incorporation, 3) Bylaws, and 4) Rules and Regulations.

15.4 Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity that will violate its not-for-profit status under applicable state or federal law.

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

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

EXHIBIT "A"

**Spoonbill at Perico Bay Club recorded in Plat Book 25, Page 159; Plat Book 26, Page 7; and
Plat Book 26, Page 137, all in the Public Records of Manatee County,**

Prepared by and return to:
Jeremy V. Anderson, Esquire
Anderson, Givens & Fredericks, P.A.
1689 Mahan Center Blvd, Suite B
Tallahassee, FL 32308
(850) 692 8900

Exhibit "B"

**2nd AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ROSEATE COURT ASSOCIATION, INC.
a Florida corporation, Not-for-Profit**

*(Substantial Rewording of Amended and Restated Articles of Incorporation. See Amended and Restated Articles of
Incorporation for present text)*

These are the Articles of Incorporation of **ROSEATE COURT ASSOCIATION, INC.**, a not-for-profit corporation under Chapter 617, Florida Statutes:

ARTICLE 1 NAME

The name of the corporation shall be **ROSEATE COURT ASSOCIATION, INC.** (hereinafter referred to as the "Association").

ARTICLE 2 PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office address of the Association is 5602 MARQUESAS CIRCLE #103, SARASOTA, FL 34233. The mailing address of the Association is P.O. BOX 18809, SARASOTA, FL 34276. The Association Board of Directors may change the location of the principal office of the Association and its mailing address from time to time as provided by law.

ARTICLE 3 DURATION

The period of duration of the Association is perpetual.

ARTICLE 4 PURPOSE

The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its Members. By way of explanation and not limitation, the purposes for which the Association is organized are:

(a) To be and constitute the Association to which reference is made in the Revived Declaration of Covenant and Restrictions For Roseate Court Formerly Known as the Declaration of Covenants and Restrictions for Spoonbill Court at Perico Bay Club recorded at Instrument #

AMENDED AND RESTATED ARTICLES OF INCORPORATION
ROSEATE COURT ASSOCIATION, INC.

202541110486 of the Official Records of Manatee County, as amended from time to time (herein after "Declaration"), to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as set forth in the Declaration, these Articles of Incorporation and the Bylaws of the Association as provided by law;

(b) To provide an entity for the maintenance, management, and control of certain property known as Roseate Court located in Manatee County, Florida, which property is subject to the Declaration.

(c) To provide for the ownership, operation, maintenance, and preservation of any Common Areas, and for the maintenance and improvement of any easements granted to the Association within the lands subject to the Declaration;

(d) To promote the health and social welfare of the members hereof within the confines of the Roseate Court; and

(e) Insofar as permitted by law, to do anything that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of Roseate Court.

ARTICLE 5 POWERS

The powers of the Association shall include and be governed by the following provisions:

General Powers. In furtherance of its purposes, the Association shall have the powers provided by common law, in Chapters 617 and 720, Florida Statutes, the Declaration and Bylaws of the Association, which, unless indicated otherwise by the Declaration or Bylaws of the Association, may be exercised by the Board of Directors.

Emergency Powers. For purposes stated in these Articles of Incorporation and Chapters 617 and 720, Florida Statutes, and to the extent allowed by law, unless specifically prohibited by the declaration or other recorded governing documents, and consistent with Section 617.0830, Florida Statutes, the Board of Directors, in response to damage or injury caused by or anticipated in connection with an emergency, as defined in Section 252.34(2), Florida Statutes, for which a state of emergency is declared pursuant to Section 252.36, Florida Statutes, in the area encompassed by the association, may exercise the emergency powers stated in Section 720.316, Florida Statutes.

Limitations and Restrictions. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article.

ARTICLE 6
QUALIFICATIONS OF MEMBERSHIP

General. The Association shall be a membership corporation without certificates or shares of stock. The record title owner ("Owner") of each Parcel within the lands subject to the Declaration shall be a Member of the Association and shall be entitled to vote as further provided herein, the Declaration and the Bylaws. The rights and obligations of a Member may not be assigned or delegated except as provided in the Declaration, these Articles of Incorporation, or the Bylaws of the Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Parcel. Change of an Owner's membership in the Association shall be established by recording in the Office of the Clerk of the Circuit Court of Manatee County, Florida, a deed or other instrument establishing record title to Parcel. Upon such recordation, the Owner designated by such instrument shall become a Member of the Association, and the membership of the prior Owner shall terminate.

Limitation on Transfer of Shares of Assets. A member cannot assign, hypothecate or transfer in any manner his or her share in the funds and assets of the Association, except as an appurtenance to the member's Parcel.

ARTICLE 7
VOTING RIGHTS

Each Lot, as defined in the Declaration, not suspended pursuant to state law, shall have one (1) vote for each Unit owned. The Bylaws shall provide the method of voting. Except where otherwise required under the provisions of the Declaration, the Bylaws, these Articles of Incorporation, or by law, the affirmative vote of the Owners of a majority of eligible votes represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.

ARTICLE 8
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors as provided in the Bylaws. Elections shall be conducted in the manner provided in the Bylaws.

ARTICLE 9
OFFICERS

The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The Bylaws of the Association shall specify the election, term, qualifications, and duties of Association officers.

ARTICLE 10
INDEMNIFICATION OF OFFICERS, DIRECTORS, AND COMMITTEE MEMBERS

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

ARTICLE 11
REGISTERED AGENT

The street address of the registered agent of this corporation is 5602 MARQUESAS CIRCLE #103, SARASOTA, FL 34233, and the name of the Registered Agent of this corporation at that address is SUNSTATE ASSOCIATION MANAGEMENT GROUP, INC. The Association Board of Directors may change the Association's registered office and registered agent from time to time as permitted by law.

ARTICLE 12
BYLAWS

The Bylaws may be amended in the manner provided by the Bylaws.

ARTICLE 13
AMENDMENTS

These Articles may be amended in the following manner:

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

Adoption. These Articles of Incorporation may be amended by a resolution of the Board of Directors or by the vote of at least a majority of the Membership of the Association who are present, in person or by proxy, and voting at a meeting for that purpose.

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

AMENDED AND RESTATED ARTICLES OF INCORPORATION
ROSEATE COURT ASSOCIATION, INC.

Prepared by and return to:
Jeremy V. Anderson, Esquire
Anderson, Givens & Fredericks, P.A.
PO Box 12613
Tallahassee, FL 32317

Exhibit "C"

2nd AMENDED AND RESTATED BYLAWS

OF

ROSEATE COURT ASSOCIATION, INC.

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

**ARTICLE 1
IDENTITY AND PURPOSE**

These are the Bylaws of ROSEATE COURT ASSOCIATION, INC., ("the Association"), a Corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were initially filed in the office of the Secretary of the State of Florida on March 23, 1990. The Association has been organized to administer the Declaration of Covenants and Restrictions for Roseate Court, formerly known as the Declaration of Covenants and Restrictions for Spoonbill Court at Perico Bay Club ("the Declaration"), located in Manatee County, Florida.

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

1.2 CORPORATE SEAL. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation (1990). Alternatively, the words "Corporate Seal" or "Seal" may serve as the seal of the Association.

**ARTICLE 2
DEFINITIONS**

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

**ARTICLE 3
MEMBERSHIP**

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

3.2 Change of Membership. Change of an Owner's membership in the Association shall be established by recording in the Office of the Clerk of the Circuit Court of Manatee County, Florida, a deed or other instrument establishing record title to a Lot. Upon such recordation, the Owner designated by such instrument shall become a Member of the Association, and the membership of the prior Owner shall terminate. The new Owner shall furnish the Association with a copy of the deed (or other instrument) within thirty (30) days after transfer of ownership.

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

**ARTICLE 4
VOTING**

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

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

4.3 Designation of Voting Representative. The right to cast the vote attributable to each Lot shall be determined, established, and limited pursuant to the provisions of this Article 4.3 as follows:

(a) Single Owner. If the Lot is owned by one (1) natural person, that person shall be entitled to cast the vote for the Lot.

(b) Multiple Owners. If a Lot is owned by more than one (1) person, either as co-tenants or joint tenants, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners and filed with the Secretary of the Association.

(c) Life Estate with Remainder Interest. If a Lot is owned by a life tenant, with others owning the remainder interest, the life tenant shall be entitled to cast the vote for the Lot. If the life estate is owned by more than one person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a Lot in fee in the same manner as the life tenants own the life estate.

(d) Corporation. If a Lot is owned by a corporation, the Officers or employees thereof entitled to cast the vote for the Lot shall be designated by a certificate executed by an executive officer of the corporation and attested by the Secretary or an Assistant Secretary of the corporation, and filed with the Secretary of the Association.

(e) Trustee. If a Lot is owned by a Trustee or Trustees, such Trustee or Trustees shall be entitled to cast the vote for the Lot. Multiple Trustees may designate a single Trustee, or a beneficiary entitled to possession, and a single Trustee may likewise designate such beneficiary as the person entitled to cast the vote for the Lot by a certificate executed by all Trustees and filed with the Secretary of the Association.

(f) Estate and Guardianship. If a Lot is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the vote for such Lot upon filing with the Secretary of the Association a current certified copy of his Letters of Administration or Guardianship.

(g) Tenants by the Entirety. If a Lot is owned by spouses as tenants by the entirety, they may designate a voting Member in the same manner as other multiple owners. If no certificate designating a voting Member is on file with the Association, and only one (1) of the spouses is present at a meeting, that person may cast the vote for their Lot without the concurrence of the other owner. If both spouses are present, they may jointly cast the vote for their Lot, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the Lot may still be counted for purposes of a quorum.

4.4 Voting Certificate. Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. In the absence of a valid certificate [except as provided in Article 4.3(g) regarding spouses owning as Tenants by the Entirety], a Lot shall not be counted in determining a quorum unless all owners required to execute such certificate are present, in person or by proxy, and such Lot owners shall lose their vote on any particular matter unless they concur on the manner in which the vote of the Lot is to be cast on that matter.

4.5 Approval or Disapproval of Matters. Whenever the decision of a Lot owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner if at an Association

meeting, unless the joinder of record owners is specifically required by the Declaration or these Bylaws.

4.6 Proxies. Votes may be cast in person or by proxy. A proxy shall be in writing and signed by the designated voting representative, or the Owner, if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary, prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

4.7 Method of Voting. Subject to the provisions of the Declaration or Chapter 720, Florida Statutes, voting may be by roll call, voice vote or by written ballot; provided, however, that whenever written approval is required by the Declaration or Chapter 720, Florida Statutes, or whenever any amendment to the Declaration is proposed, or when any borrowing of funds, pledge, or other disposition of common properties or assets is proposed, the voting shall be by written ballot. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by "yeas" and "nays;" provided, that any five voting Members, or the chairman, may require a roll call vote or vote by written ballot.

ARTICLE 5 MEMBERS' MEETINGS
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5.1 Place. Meetings of the Association Members shall be held at such place as the Board of Directors may designate in the Notice of Meeting.

5.2 Annual Meeting. The annual meeting of the Members shall be held on a date determined by the Board no more than thirteen (13) months from the last annual meeting. The annual meeting shall be for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members.

5.3 Special Meetings. Special meetings of the Members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from voting Members entitled to cast not fewer than twenty (20%) percent of the total number of votes.

5.4 Notice of Meetings. Notice of all meetings of the Members, stating the time, place, and objects for which the meeting is called, shall be given by the President, Vice President, or Secretary. All such notices shall be given in writing to each Member at his address, as it appears on the books of the Association, or as the Member may have otherwise directed in writing, and

shall be mailed or delivered not fewer than fourteen (14) days nor more than seventy (70) days, prior to the date of the meeting. In addition, a notice of each meeting of the membership shall be posted at a conspicuous place within the Subdivision at least fourteen (14) continuous days prior to the meeting. The notice for any meeting at which assessments against Lot owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Proof of such mailing or delivery shall be given by affidavit of the person giving the notice. Email or other electronic notice may be provided in addition to any other notice requirement and may be provided in lieu of any additional notice requirement upon the written consent of a member.

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

5.6 Quorum. A quorum shall exist when Members entitled to cast not fewer than twenty percent (20%) of all votes are present, either in person, by a designated voting representative or by proxy.

5.7 Adjournment of Meetings. If the Association cannot hold a meeting because a quorum is not present, a majority of the Members who are present may adjourn the meeting to a date and time not more than ninety (90) days from the date called for the original meeting. At the reconvened meeting, if the number required for a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Association shall give the Members notice of the date, time and place for reconvening the meeting, as provided herein.

5.8 Order of Business. The order of business at annual meetings of the Members, and as far as practical at other meetings of the members, should be:

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

- (i) Announcements.
- (j) Adjournment.

ARTICLE 6 ELECTION OF DIRECTORS
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6.1. Number. The Board of Directors shall be set at five (5), each elected to a two (2) year term. As necessary to preserve the staggering of Board terms, the Board may shorten the term of a Director position to a single.

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

6.3 Election of Directors. The election of Directors shall be held at the Annual Members Meeting, in the manner provided by law and as follows:

(a) First Notice. Not less than sixty (60) days prior to a scheduled Annual Meeting of the Members, the Association shall provide to each Member, in the manner provided herein for notices, a First Notice of the Annual Meeting of the Members. The notice shall at a minimum state the date, time and place of the meeting and election. The notice shall also invite candidate nominations for the Board of Directors.

(b) Nominations. Any member who is good standing as provided in Article 6.2 of this Declaration may nominate him or herself for candidacy by returning a Notice of Intent to be a Candidate to the Association at least forty (40) days in advance of the election. Nominations are not permitted from the floor. The list of nominated candidates shall be included in the Second Notice of the annual meeting. Each candidate may also submit to the Association at least thirty-five (35) days in advance of the election a Candidate Bio sheet (single-sided (8.5 x 11)) to be included along with the Second Notice.

(c) Second Notice. Not less than fourteen (14) days prior to a scheduled Annual Meeting of the Members, the Association shall provide each Member, in the manner provided herein for notices, a Second Notice of the Annual Meeting of the Members. The notice shall at a minimum state the date, time and place of the meeting and election.

(d) **Election.** The election shall take place at the Annual Meeting and shall be by secret ballot in the same manner as a condominium. The Director candidates receiving the greatest number of votes cast shall be elected. Voting shall be non-cumulative. Tie votes shall be broken by agreement among the Director candidates who are tied, or absent such an agreement, by lot, such as the flipping of a coin by a neutral third party or the drawing of straws.

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

6.5 Removal. Any Director may be removed with or without cause by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose or by written recall in accordance with state law. Any vacancy in the Board so created shall be filled by the members of the Association at the same meeting unless otherwise provided by law.

ARTICLE 7 BOARD OF DIRECTORS

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

(a) Exercise all of the General and Emergency powers conferred upon not-for-profit corporations by common law and Florida Statutes in effect from time to time, including Section 720.316, Florida Statutes, as amended from time to time; and

(b) Exercise all the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws, and the Declaration, including, without limitation, the following:

(1) The power to fix, levy, and collect adequate assessments against Lots, as provided in and subject to the Declaration;

(2) The power to expend monies assessed and collected for the purpose of paying the expenses of the Association, including without limitation costs and expenses as provided in the Declaration;

(3) The power to manage, control, operate, maintain, repair and improve the Roseate Court Common Areas;

(4) The power to purchase supplies and materials and lease equipment required

for the maintenance, repair, replacement, operation, and management of the Subdivision as provided in the Declaration;

(5) The power to insure and keep insured Association Property and the Roseate Court Common Areas;

(6) The power to employ the personnel required for the operation and management of the Association and the Subdivision;

(7) The power to pay utility bills for utilities serving the Roseate Court Common Areas;

(8) The power to pay all taxes, licenses, assessments, or other governmental assessments which are liens against the Association Property or Roseate Court Common Areas;

(9) The power to establish and maintain a reserve fund for capital improvements, repairs, and replacements;

(10) Subject to applicable laws, ordinances, and governmental regulation, the power to control and regulate the use of the Lots and Roseate Court Common Areas;

(11) The power to acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, mortgage, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, provided that approval of not less than a majority of those members voting, in person or by proxy, at a meeting is obtained for any purchase, mortgage, or dedication of real property. This limitation shall not apply to the Association when taking title to a Unit through lien foreclosure or by deed in lieu thereof;

(12) The power to make reasonable Rules and Regulations and to amend the same from time to time;

(13) The power to enforce by any legal means the provisions of these Articles, the Bylaws, the Declaration and the Rules and Regulations promulgated by the Board of Directors from time to time;

(14) The power to borrow money, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the approval of not less than a majority of those members voting, in person or by proxy, at a meeting is obtained for any amount exceeding fifteen thousand dollars (\$15,000.00).

(15) The power to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks

and the person or persons by whom the same shall be signed, when not signed as otherwise provided in the Bylaws;

(16) The power to enter into a contract with any person, firm, corporation, or management agent of any nature or kind to provide for the maintenance, operation, and administration of the Association and the Subdivision;

(17) The power to appoint committees as the Board of Directors may deem appropriate;

(18) The power to collect delinquent assessments and fines by suit or otherwise, to abate nuisances and to fine, suspend use or voting rights, enjoin or seek damages from Owners for violation of the provisions of the Declaration, these Articles of Incorporation, the Bylaws or the Rules and Regulations. A fine of \$100.00 may be imposed for each day of a single violation of the provisions of the Declaration, the Articles of Incorporation, these Bylaws or the Rules and Regulations. The maximum aggregate fine for any ongoing violation shall be \$5,000.00. Fines that may become a lien under the law shall be deemed an assessment under Chapter 720, Florida Statutes, and the Declaration and shall be collected in the same manner;

(19) Subject to the terms of the Declaration, the power to bring suit and to litigate on behalf of the Association;

(20) The Power to grant easements as to the Roseate Court Common Areas to public and private utility companies, and to the public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the properties, and the providing of utility and other services thereto;

(21) The power to implement electronic voting pursuant to Section 720.317, Florida States, as amended from time to time; and

(22) The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers described above.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article.

7.2 Compensation. The Association shall not compensate a Director or Officer for acting as such. The Association may reimburse any Director or Officer for expenses incurred on the Association's behalf if approved by a majority of the other Directors. In addition, nothing herein shall prohibit the Association from compensating a Director of Officer for services or

supplies he or she furnishes to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association approved by a majority of the non-conflicted Directors. The foregoing also applies to any entity with which a Director or Officer is affiliated.

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

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

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

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

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

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

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

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

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

(i) Adjourned Meetings. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a future date, time, and place for the purpose of obtaining a quorum. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

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

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

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

(m) Meetings Open. Meetings of the Board of Directors shall be open to all Members.

(n) Minutes. Minutes of all meetings of the Members of the Association and of the Board must be maintained in written form or in another form that can be converted into written

form within a reasonable time. A vote or abstention from voting on each matter voted upon by each Director present at a Board meeting must be recorded in the minutes.

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

ARTICLE 8 OFFICERS

8.1 Executive Officers. The executive Officers of the Association shall be a President, a Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors. Each executive Officer of the Association shall be a Director of the Association. Any person may hold two (2) or more offices, except that the President shall not also be the Secretary. The Board of Directors from time to time shall elect such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Any Officer may be peremptorily removed by vote of the Directors at any meeting.

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

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

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

Directors or the President. The Assistant Secretary, if such office is created, shall perform the duties of the Secretary, when the Secretary is absent.

8.5 Treasurer. The Treasurer shall be responsible for all property of the Association, including funds, securities, and evidence of indebtedness; shall ensure that the financial books of the Association are kept in accordance with good accounting practices; shall co-sign all checks and promissory notes; cause and annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; shall ensure that all financial records are kept in compliance with Florida Statutes; and shall perform all other duties incident to the office of Treasurer.

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

8.7 Delegation of Functions and Reimbursement. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions. Upon request, the Association may reimburse a Director or Officer for reasonable expenses incurred on behalf of the Association.

ARTICLE 9 COMMITTEES
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9.1 Appointment and Removal. In addition to the authority of the President, the Board of Directors may by resolution create committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may with or without cause remove committee members.

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

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

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

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

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

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

ARTICLE 10 INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

ARTICLE 11 FINANCES
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The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

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

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

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

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

(b) Reserves for Deferred Maintenance. Reserves for deferred maintenance may include funds for maintenance items that occur less frequently than annually.

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

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

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

11.5 Financial Report. A complete financial report of the actual, total receipts of assessments and other funds received by the Association, and an itemized listing of the expenditures made by the Association shall be made annually in the manner required by law, and

a copy of the report shall be furnished to each member not later than sixty (60) days following the year for which the report is made.

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

ARTICLE 12 PARLIAMENTARY RULES

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

ARTICLE 13 RECORDS

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

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

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

**ARTICLE 14
AMENDMENTS**

These Bylaws may be amended in the following manner:

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

(b) An amendment may be proposed by either the Board of Directors of the Association or by ten percent (10%) of the Members of the Association petitioning for a Membership meeting. Upon any amendment or amendments to these Bylaws being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association or the acting chief executive Officer in his or her absence, and a Meeting of the Members of the Association shall be called not later than sixty (60) days from the receipt of the proposed amendment or amendments. Except as elsewhere provided, an amendment must be approved by at least a majority of the Board of Directors.

(c) When an amendment has been so adopted, a copy of same shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws and referencing the Declaration by its original recording information. The certificate shall be executed by the officers of the Association with the formalities of a deed when such certificate and copy of amendment are recorded in the Public Records of Manatee County, Florida.

**ARTICLE 15
RULES AND REGULATIONS**

The Board of Directors may, from time to time, adopt, amend or add to rules and regulations governing the operation and use of the property.

**ARTICLE 16
CONSTRUCTION AND CAPTIONS**

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

**ARTICLE 17
DOCUMENT CONFLICT**

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