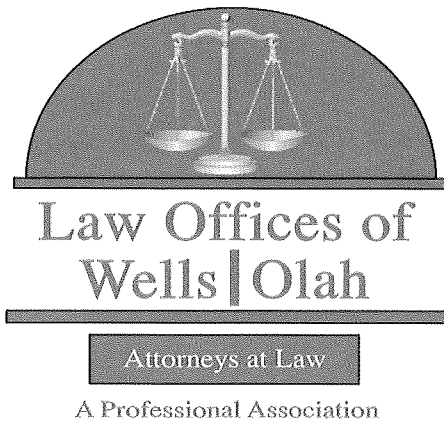


Condominium, Homeowner  
and Cooperative Associations

Kevin T. Wells, Esq.  
Paul E. Olah, Jr., Esq.



Civil Litigation  
Construction Litigation

Michael W. Cochran, Esq.  
Jackson C. Kracht, Esq.  
Joseph A. Gugino, Esq.  
Brett M. Sarason, Esq.

April 8, 2019

Cape Haze Resort Community Association, Inc.  
c/o Mr. Mark Watkins, President  
Casey Condominium Management, Inc.  
4370 S. Tamiami Trail, #102  
Sarasota, FL 34231

Re: Recorded Certificate of Amendment

Dear Mark:

Enclosed is the original Certificate of Amendment and attached Amended and Restated Declaration, Amended and Restated Articles of Incorporation and Amended and Restated Bylaws which were recorded at Official Records Book 4423, Page 1214 in the Public Records of Charlotte County, Florida, on April 5, 2019.

Please maintain these documents as part of the official records of the Association. The Association may wish to provide a copy of the documents to the owners for their records and information, but is not legally required to do so.

If you or another Association representative has a question or comment concerning this or any other matter, please let me know.

Very truly yours,

LAW OFFICES OF WELLS | OLAH, P.A.

Michael W. Cochran, Esq.  
[mcochran@kevinwellspa.com](mailto:mcochran@kevinwellspa.com)

MWC/enl  
Enclosure

Prepared by and return to:  
Michael W. Cochran, Esq.  
Law Offices of Wells | Olah, P.A.  
1800 Second Street, Suite 808  
Sarasota, Florida 34236  
(941) 366-9191 (Telephone)



CHARLOTTE COUNTY CLERK OF CIRCUIT COURT  
OR BOOK: 4423 PAGE 1214 PAGE: 1 OF 30  
INSTR # 2697914 Doc Type: CTF  
Recorded: 4/5/2019 at 8:24 AM  
Rec. Fee: RECORDING \$256.50  
Cashier By: VERONICAT

**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED DECLARATION OF  
MANAGEMENT COVENANTS FOR CAPE HAZE RESORT**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
AND  
AMENDED AND RESTATED BYLAWS OF  
CAPE HAZE RESORT COMMUNITY ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Declaration of Management Covenants of Cape Haze Resort were duly adopted at a Special Membership Meeting held on March 19, 2019.

We hereby certify that the attached Amended and Restated Articles of Incorporation of Cape Haze Resort Community Association, Inc. were duly adopted at a Special Membership Meeting held on March 19, 2019.

We hereby certify that the attached Amended and Restated Bylaws of Cape Haze Resort Community Association, Inc. were duly adopted at a Board Meeting held on March 19, 2019.

The Original Declaration of Declaration of Management Covenants of Cape Haze Resort was recorded at Official Records Instrument #1646936 in the Public Records of Charlotte County Florida.

The Amended and Restated Declaration of Management Covenants of Cape Haze Resort was approved by more than two-thirds (2/3) of the total votes of the Association Membership pursuant to Article 18 of the Declaration of Management Covenants of Cape Haze Resort.

The Amended and Restated Articles of Incorporation of Cape Haze Resort Community Association, Inc. were adopted by more than one-half (1/2) of the total votes of the Association Membership pursuant to Article X of the Articles of Incorporation of Cape Haze Resort Community Association, Inc.

The Amended and Restated Bylaws of Cape Haze Resort Community Association, Inc. were adopted by a majority of the Directors present as a duly constituted meeting of the Board of Directors pursuant to Article XII of the Bylaws of Cape Haze Resort Community Association, Inc.

The Association further certifies that all amendments were proposed and adopted as required by the governing documents and applicable law.

Signed, sealed and  
delivered in the presence of:

sign: Richard H. Bolles  
print: RICHARD H. BOLLES

sign: Bridget Spence  
print: Bridget Spence

**CAPE HAZE RESORT COMMUNITY ASSOCIATION,  
INC.**

By: Mark E. Watkins  
Mark E. Watkins, President

30

Attest:

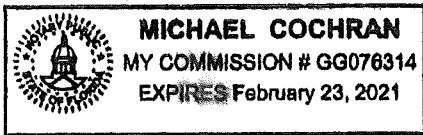
By: Henry Travers  
Henry Travers, Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of MARCH, 2019, by Mark E. Watkins as President of Cape Haze Resort Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

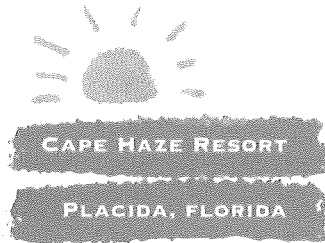
NOTARY PUBLIC



Sign: [Signature]

Print: MICHAEL COCHRAN

State of Florida (Seal)  
My Commission expires:



**AMENDED AND RESTATED DECLARATION  
OF  
MANAGEMENT COVENANTS  
FOR CAPE HAZE RESORT**

*[Substantial rewrite of Declaration.  
See existing Declaration and all amendments thereto for present text.]*

This 2019 Amended Declaration of Management Covenants is made and executed this 19<sup>th</sup> day of March 2019, by two-thirds of the total votes of the Membership as required by Article 18 below.

**RECITALS:**

**WHEREAS**, the Association consists of certain real property located in Charlotte County, Florida as described in Exhibit "A" attached hereto; and

**WHEREAS**, various improvements have been constructed upon the Association Property consisting of residential dwelling units, improved subdivision lots, recreation facilities and other improvements for the Unit owners and Lot Owners in the Association; and

**WHEREAS**, the developer recorded the Declaration of Management Covenants for Cape Haze Resort ("Original Declaration") at Official Records Book 3125, Page 1213 of the Public Records of Charlotte County, Florida; and

**WHEREAS**, the Members desire to amend the Original Declaration pursuant to Article 18 thereof.

**NOW, THEREFORE**, the Membership hereby declares that all of said real property hereinabove-described shall be held, owned, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and shall be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. **DEFINITIONS.** The following words and terms, when used in this 2018 Amended Declaration of Management Covenants ("Declaration") or any subsequently amended Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Assessable Share" shall mean and refer to the total Assessment to be levied from time to time by the Board of Directors of the Association against each Member, divided by the total



number of completed condominium Units or subdivision dwelling Units within each Member Association. Completion shall be determined as follows:

(1) As to Units within a Condominium, completion shall be determined and evidenced by a surveyor's Certificate of Substantial Completion and the issuance of a temporary or final Certificate of Occupancy by Charlotte County and conveyance of the Unit to a retail purchaser;

(2) As to Dwelling Units within a platted subdivision with a development scheme of a combination of a Lot and house offered by any successor Developer, completion shall be evidenced by the issuance of a Certificate of Occupancy for the house by Charlotte County and conveyance of the Lot to a retail purchaser; and

(3) As to lots within a platted subdivision where the scheme of development does not contemplate the construction of Dwelling Units by any successor developer, completion shall be evidenced by the recording of the subdivision plat in the Public Records of Charlotte County and conveyance of the Lot to a retail purchaser.

(b) "Assessment" means and refers to a charge against the Members and the Units/Lots within a Member Association levied by the Board of Directors in accordance with this Declaration and secured by a lien against such Units/Lots as hereinafter provided. The following meanings shall be given to the following types of Assessments:

"Regular Assessment" means recurring periodic or annual assessments for each Member's share of the Common Expenses as indicated in the budget each year.

"Special Assessment" means any Assessment made under the authority of this Declaration other than a Regular Assessment. Special Assessments may include, but shall not necessarily be limited to, amounts necessary to supplement Regular Assessments in order to meet extraordinary and unbudgeted expenses of the Association from time to time.

(c) "Association" or "Community Association" shall mean and refer to the Cape Haze Resort Community Association, Inc., a Florida corporation not for profit.

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

(e) "Community" shall mean and refer to that property described in Exhibit "A" attached hereto.

(f) "Community Property" shall mean and refer to those parcels of real property located within the Community set aside or made available for use, ownership or benefit of the Community from time to time, as discussed in Article 4.

(h) "Owner" shall mean and refer to the fee simple owner of any platted Lot or platted condominium Unit within the Community.

(i) "Unit or Lot" shall mean a condominium unit, a Lot improved as described in subparagraph 1 (a) (2), or a vacant Lot as described in subparagraph 1(a) (3).

(j) "Improvement" means any structural component or landscaping built or constructed on a Lot or added to a Unit, or placed on a Lot, including but not limited to houses, swimming pools, garages, spas, fences, and recreational equipment which is affixed to the Lot.

(k) "Maintenance" or "Maintain" means the exercise of reasonable care to keep buildings, roads, Lots, Units, landscaping, fences, lighting and other related improvements and fixtures in a safe condition, free from defects and damages, comparable to their original condition, normal wear and tear excepted.

2. **ASSOCIATION.** Except as may be otherwise provided by the terms hereof responsibility for the operation, management, and maintenance of the Community Property shall be vested in the Association. The primary purpose of the Association shall be to maintain the Community Property enforce the provisions of this Declaration wherever applicable and appropriate, and perform such other duties as may be assigned to it under the terms hereof or under its Articles of Incorporation and Bylaws. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit B. A copy of the Bylaws governing the operation of the Association is attached hereto as Exhibit C. The Association shall have all of the rights and powers provided by the Florida corporation statutes, the Articles of Incorporation, the Bylaws, and this Declaration.

3. **VOTING RIGHTS.** Each Member shall be entitled to a number of votes equal to the number of Assessable Shares allocated to that Member's respective association, all as further discussed in the Articles and Bylaws of the Association.

4. **COMMUNITY PROPERTY.** The Community Property shall include all real property, easements, rights of way, licenses, use rights, recreational facilities, irrigation system, clubhouse, swimming pool and roadways within the Community that are now or hereafter set aside, designated, reserved, granted, assigned or deed to the Association for the common use and enjoyment of all Members and Owners. Responsibility for operation and maintenance of the Community Property and any Improvements constructed thereon shall lie with the Association. Responsibility for operation and maintenance of the surface water management system within the Community shall also lie with the Association.

(a) **Owners' Easement of Enjoyment.** Subject to the provisions of this Declaration, every Owner shall have a non-exclusive easement for the use and enjoyment of the Community Property in common with the other Owners, which shall be appurtenant to and pass with the Owner's title to a Unit or Lot.

(b) **Right of Emergency and Other Governmental Personnel and Vehicles.** Notwithstanding that the Community Property shall be privately owned, all emergency vehicles, including without limitation, fire, police, ambulance, rescue and similar vehicles, as well as vehicles belonging to County Health and Pollution Control personnel and governmental or private suppliers of utilities, shall be privileged to cross the Community Property for all legitimate, proper and reasonable



purposes while in pursuit of their duties.

5. **COMMON EXPENSES.** All costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, maintaining, improving, protecting, managing, and conserving the Community Property and in carrying out its duties and responsibilities as provided by this Declaration and by its Articles of Incorporation and Bylaws shall constitute "Common Expenses" of the Association. Funds for the payment of the Common Expenses shall be collected by the Association through Assessments against the Members in accordance with the provisions of this Declaration. By way of illustration and not as a limitation, the common expenses shall include:

(a) Costs of operation, maintenance, repair, and replacement of the Community Property;

(b) Costs of management of the Association and administrative costs of the Association, including professional fees and expenses;

(c) Costs of water and sewerage service, electricity, and other utilities furnished to the Community Property that are not metered separately to the Member Associations;

(d) Labor, material, and supplies used in conjunction with the Community Property

(e) Damages to the Community Property in excess of insurance coverage;

(f) Salary of a manager or managers and their assistants, as shall be determined by the Board of Directors of the Association;

(g) Premium costs of all fire, windstorm, and other insurance procured by the Association pursuant to the terms hereof. This may also include costs of directors and officers insurance if the Board desires at its option to obtain same.

(h) Costs of real estate, personal property and other taxes assessed against Community Property from time to time;

(i) Costs incurred by the Association, upon approval by the Board of Directors, for the installation of additions, alterations, or Improvements to the Community Property, or for the purchase of additional lands, leaseholds, or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, acquired for the benefit of all the Members and Owners. Provided, however, that if the cost of any of such items is more than 15 percent of the total amount of the annual budget, the purchase or acquisition of such items shall first be approved by the affirmative vote of Members holding a majority of the total votes of the Association Membership;

(j) Other costs as necessary to perform Association's duties hereunder.

**6. INSURANCE. DESTRUCTION. AND RECONSTRUCTION.** Except as otherwise provided herein, the Association, as agent for and on behalf of the Members and mortgagees of the respective Members or Owners, may obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all of the insurable Community Property for the full replacement cost or insurable value thereof. The Association Board of Directors also is authorized to obtain and maintain such other types of insurance as it deems appropriate. The premium for all insurance shall be paid by the Association and shall be included in the Assessment for Common Expenses. 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. 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. Each Member shall be responsible for insuring all Improvements and potential liability or insurable events occurring within its own association. Component Project, Notwithstanding the foregoing, any insurance otherwise required to be maintained by the Members by the respective association governing documents 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 (because of savings, economies of scale or otherwise) and approved by majority vote of the Membership.

In the event of a destruction or casualty loss to any of the Improvements within the Community Property or other property serving the Members, all insurance proceeds payable under the Association's policies shall be collected by the Association. If the proceeds are in excess of the total annual budget, they shall be immediately paid over by the Association to a banking corporation having trust powers selected by the Association Board of Directors. The proceeds shall be held by the bank in and used for the immediate repair and reconstruction of the damaged Improvements under the supervision and control of the Board. The insurance carrier shall not be responsible to ensure 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. Upon completion of reconstruction, any insurance proceeds shall be returned to the Association and added to the Association's general 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 furnish sufficient additional funds to Trustee as a part of the Common Expenses of the Association. The Association's insurance carrier shall not have a right of subrogation against any Member, but if it is determined by the Board of Directors that the damage was proximately caused by the gross negligence or willful and wanton misconduct or intentional acts of an 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. In the event the insurance proceeds are less than the amount of the total annual budget, they need not be placed in trust but shall be held by the Association and applied directly by the Board of Directors for the above purposes.

Mortgagees and other lienholders will evidence their acceptance of and consent to the foregoing provisions by the acceptance of their mortgages or perfection of their liens. The provisions of this Paragraph 6 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. LIABILITY INSURANCE.** The Association shall obtain and maintain public liability insurance covering the Community Property insuring the Association and the Members and Owners as their interests may appear in such amount as the Board of Directors may deem appropriate. The premiums for such insurance coverage shall be a part of the Common Expenses. The Board of Directors shall have authority to compromise and settle all claims against the Association or claims made under insurance policies held by the Association. The Members and 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 Members or Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Member will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about its respective condominium or homeowners' association.

**8. RESTRICTIONS UPON USE.**

(a) No Owner or Member or party other than the Association shall within the Community undertake alterations to a building exterior, or the construction of additional Improvements, or the painting of existing Improvements a color other than as initially developed, without first obtaining the prior written consent of the Board. The Board at its discretion may cause to be promulgated architectural standards to control such work, and the Board may delegate its duties hereunder to an architectural review committee.

(b) No Owner or Member shall without prior written consent of the Board erect any exterior lights or signs; place any signs or symbols in windows or on any balcony or exterior surface; enclose or place any awning or device upon any balcony; tint any window; erect or attach any structures or fixtures outside a Unit interior; make any structural additions or alterations to the Community Property; fasten any objects to the exterior walls; or discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain, or area of the Community so as harmfully to affect any landscaping or plants or pollute the Community drainage system.

(c) The Board at its discretion and in the event that a Member fails to so enforce, may choose to enforce property covenants, such as a declaration of condominium, which are recorded in connection with any Member Association within the Community.

(d) There shall be no parking of vehicles other than in designated parking areas. The Association shall have the right to tow vehicles and to pass rules related to vehicle parking and the towing of vehicles in violation thereof, or the towing of trailers or other non-permitted vehicles, trailers or equipment. Parking spaces within the Community not located beneath a building or enclosed shall be used only for parking of vehicles, and not for storage of equipment, grills, bicycles, or for uses other than vehicle parking. A Unit/Lot Owner must park first in the space appurtenant to the Unit/Lot owned by that Owner (it being the intent hereof to the extent possible to preserve non- assigned spaces for guests). Thus, a Unit/Lot Owner with a single vehicle would at all times park in their assigned space. All vehicles within the Community and within Member Associations must be fully licensed, registered and operational.

(e) No business or commercial building or outbuilding may be erected on any Lot.



No commercial activity of any kind shall be conducted on or from any Unit or Lot nor in or from any dwelling unit except as provided herein. The term "commercial activity" means an activity undertaken as part of a commercial enterprise of or pertaining to commerce. This restriction does not prohibit any Owner from keeping personal business or professional records in the dwelling unit, or from handling personal, business or professional communication and written correspondence in and from the dwelling unit. Owners may use their dwelling units for "home office" or "telecommuting" purposes, if and only if such uses do not involve the posting of any signage upon the Unit/Lot and/or in the Community, the creation of noxious or undesirable odors/fumes and the creation of loud noises, extra traffic, or other nuisances in the Community.

(f) No noxious or offensive activity shall be allowed on any Unit/Lot, nor shall anything be done or placed thereon which may become an annoyance, nuisance or detriment to the Community or the environment. Owners shall at all times maintain their dwelling units and Improvements therein and all Improvements upon the Lot in good condition and in a state of neat appearance.

(g) The Community Property and other areas within the Association may contain potentially dangerous wildlife such as alligators, snakes, insects, raccoons, bears, panthers, deer, swine and other similar animals. The Association is not responsible to monitor these areas for the presence of such wildlife or to protect the Owners or their tenants, guests or invitees from any harm or injury that may occur from interaction with such wildlife. Therefore, Owners (and their tenants, guests and invitees) should respect Florida's wildlife and be vigilant of its presence and take precautions when entering upon the Community Property, lakes, open areas and other portions within the Association.

(h) Personal and professional use of a drone is governed by Florida Statute 934.50, as amended from time to time by State or Federal law. No person, including but not limited to Owners, tenants, guests or invitees may operate any drone in any manner that results in an invasion of the privacy of other Owners. Owners and their guests, tenants or invitees intending to fly a drone equipped with an imaging device over any Unit or Lot within the Association must first obtain the written consent of the Lot owner or occupant (934.50 3 (b), 2018). Persons using a drone for professional purposes must advise the Association of the date and time, as well as the purpose, of the event.

**9. ASSESSMENTS.** The Common Expenses of the Association shall be payable by Regular (periodic or annual) and Special Assessments levied by the Board against all Members, based upon the number of Assessable Shares as determined at the time of such assessment. The Board shall approve annual budgets reflecting anticipated income and Common Expenses for each fiscal year and thereupon shall levy a Regular Assessment against each Member. The Regular Assessment shall be collected in the manner provided in the Articles and Bylaws. The Board shall have the power to levy Special Assessments against the Members as prescribed in the Bylaws. Payment of any Special Assessment levied by the Board shall be due on a date which is not less than 60 days following written notice thereof and may be payable in such installments as the Board may specify.

(a) Assessment.

(i) Each Member shall be subject to assessment on the basis of its total number of Assessable Shares. In this event, the Association shall have all rights as to collection and lien rights as



for Regular Assessments hereunder, and this shall be considered a personal obligation of the affected Owners.

(ii) As a matter of billing and collection procedure and convenience, the Community Association shall be entitled to bill individual Unit Owners or Lot Owners within a Member Association for their respective share of the obligation of that Member towards its Community Association Assessment. In the event the Owner is delinquent in the payment of the Community Association Assessment (whether billed directly by Community Association or collected by the Member Association), then the Community Association shall have the right to file a lien against that individual Unit or Lot to secure the collection of the delinquent Assessment. Community Association shall have the right to assess interest and fees incurred in collection with regard thereto, in the same manner as set forth in Paragraph 10.

(iii) For the period of time that an individual Unit Owner or Lot Owner is delinquent in the payment of their respective share of the Member's Assessments to the Community Association, the Community Association shall have the authority to deny that Owner the use of Community Association amenity facilities, including but not limited to the clubhouse and swimming pool. If the Owner uses Community Association amenity facilities while still delinquent in payment of Assessments to Community Association, then Community Association may treat this as a violation subject to fines that may not exceed limits set by statute.

(b) Delinquent Assessments. Any Assessment or other monetary obligation due to the Association which is not paid when due shall be subject to a late charge not to exceed the greater of \$25 or 5 percent of the amount of each installment that is paid past the due date, or such higher amount as may be permitted by law and also shall bear interest from the due date until paid at the rate of 18 percent per annum or at such other rate as may be established by resolution of the Board (up to the maximum rate allowed by law). If any Assessment is payable in installments and a Member defaults in the payment of an installment, the remaining installments of such Assessment may be accelerated by the Association to maturity by giving the defaulting Member 10 days' notice of intent to accelerate unless all delinquent sums are paid within that time.

(c) Contractual Obligation of Member. Every Assessment levied by the Board shall be the contractual obligation of the Member against which the Assessment is levied. If any such Assessment is not paid within 30 days after the same is due, then the Association may bring suit against the Member on this obligation, and there shall be added to the amount of such Assessment the aforementioned late charge, interest, and all collection costs including reasonable attorneys' fees incurred by the Association in preparation for and in bringing such action, including reasonable attorneys' fees for appellate proceedings.

10. **ASSOCIATION LIEN RIGHTS.** To provide an additional means to enforce the collection of any Assessment, the Association shall have a lien against each Member's common property and all Improvements thereon. A lien may also be filed against every Unit or Lot within the defaulting Member's condominium or homeowners' association with the total of the Assessment deficiency being apportioned equally on a pro rata basis to each assessable Unit or Lot therein.

A lien filed hereunder may be enforced by the Association by foreclosure suit in the same

manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event the Association files a claim of lien hereunder, the Association shall be entitled to recover from the Member the late charge and interest described in Paragraph 9 (b) and all costs and reasonable attorneys' fees incurred by the Association in preparing, filing, and foreclosing the claim of lien, including reasonable attorneys' fees for appellate proceedings. All such late charges, interest, costs, and attorneys' fees shall be secured by the lien of the Assessment.

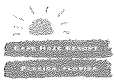
11. **EASEMENTS.** The respective rights and obligations of the Members, Owners, the Association and others concerning easements affecting the Community shall include the following:

(a) Reserved by Association. The Association hereby reserves for its benefit, their successors and assigns, and for the benefit of all of the real property in the Community, perpetual easements, and the Association is hereby granted, for its benefit and that of its successors and assigns, perpetual easements, in each case for: (1) 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, fire protection, electricity, telephone, cable television, and trash disposal, over, under, through and across those portions of the Community Property designated for such uses; and (2) ingress and egress by pedestrians, runners, bicycles, golf carts, automobiles, commercial and other vehicles over, under, through and across the Community Property for the purpose of obtaining access to a Member Association and properties adjacent thereto, together with the right to construct, maintain, and replace such roads, walkways, bike paths, and other Improvements as may be reasonably appropriate for the use and enjoyment of such easement. The Association (through its Board of Directors) may assign and convey any of the foregoing easements to such persons or entities as either 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 the Association over areas designated for such use.

(b) Granted to Members and Owners. Each Member and Owner is hereby granted a non-exclusive perpetual easement: (1) over and across Community Property roadways for ingress and egress to and from the Owner's property; and (2) for any encroachments by a condominium building constructed as part of a Component Project or an Owner's dwelling unit on adjoining property, including Community Property, which may exist now or in the future by virtue of overhangs, foundation slab or footer underground extensions across property lines, inaccuracies in construction or settlement or movement of the dwelling unit, recreational facilities, utility lines or otherwise, which encroachments shall be allowed to remain undisturbed until they no longer exist.

(c) Granted to Utilities. There is hereby granted to all public and private utility companies furnishing utility services to the Community as of the time of recording of this Declaration, or hereafter authorized by the Association to furnish such services, a perpetual non-exclusive 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 Community Property as may be reasonably necessary therefore.

(d) Granted to and by the Association. There is hereby granted to the Association a perpetual non-exclusive easement across and through the common areas/elements of each Member Association for the purpose of maintaining the Community Property. The Association shall have the right



to grant easements under, over, across, and through the Community Property to such persons or entities and for such purposes as the Association Board of Directors may deem reasonable and appropriate by recording in the Public Records of Charlotte County, Florida, an instrument duly executed by the president or vice president of the Association. The use of any easement granted under the provisions of this paragraph shall not include the right to disturb any building or structure, and any damage caused to same shall be repaired at the expense of the party causing such damage. In the event a party's use of an easement granted pursuant to the terms hereof causes a disturbance of the surface of the land, then the roadways, grass, landscaping, and other improvements which are disturbed thereby shall be restored promptly by such party as nearly as possible to their prior condition.

12. **MANAGEMENT AGREEMENT.** The Association, acting through the Board of Directors, is authorized to enter into an agreement with any person or legal entity to act as managing agent to handle the administrative affairs and maintenance obligations of the Association upon such terms and conditions as the Board may deem to be in the best interests of the Members. The Board of Directors shall, however, retain at all times the power and obligation to adopt budgets, levy assessments, promulgate rules and regulations, and otherwise determine matters of a non-ministerial character.

13. **REMEDIES FOR DEFAULT.** In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default by a Member, Owner, or occupant of any dwelling unit within a Member Association, in complying with the provisions and requirements of this Declaration, the Articles of Incorporation, the Bylaws, and such regulations and rules as may be promulgated by the Board, shall entitle the Association to injunctive relief or money damages or both. In any such legal or equitable action or proceeding in which the Association is the prevailing party, the Association shall be entitled to recover its costs and reasonable attorneys' fees, including reasonable attorneys' fees for appellate proceedings.

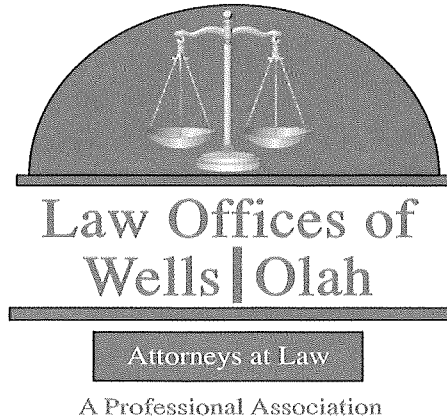
14. **DURATION.** The provisions of this Declaration shall run with and bind all of the property in the Community and shall inure to the benefit of and be enforceable by the Association, each Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of 99 years from the date this Declaration is recorded, after which time the provisions of this Declaration shall be automatically extended for successive periods of 10 years each unless prior to the commencement of any such 10-year period: (1) Members holding at least two-thirds of the total votes of the Association Membership approve the termination of the provisions of this Declaration, and (2) a written instrument certifying that such approval has been obtained is signed by the president and secretary of the Association and recorded in the Public Records of Charlotte County.

15. **SURFACE WATER MANAGEMENT.** The following section is included at the direction of the Southwest Florida Water Management District ("District").

(a) No construction activities may be conducted within any portion of the surface water management system facilities in a manner inconsistent with the approved storm water plan without prior District approval. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, as defined in Section 1.7.24 of the Environmental Resource Permitting Manual, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the District. Construction and

Condominium, Homeowner  
and Cooperative Associations

Kevin T. Wells, Esq.  
Paul E. Olah, Jr., Esq.



Civil Litigation  
Construction Litigation

Michael W. Cochran, Esq.  
Jackson C. Kracht, Esq.  
Joseph A. Gugino, Esq.  
Brett M. Sarason, Esq.

April 8, 2019

Cape Haze Resort Community Association, Inc.  
c/o Mr. Mark Watkins, President  
Casey Condominium Management, Inc.  
4370 S. Tamiami Trail, #102  
Sarasota, FL 34231

Re: Recorded Certificate of Amendment

Dear Mark:

Enclosed is the original Certificate of Amendment and attached Amended and Restated Declaration, Amended and Restated Articles of Incorporation and Amended and Restated Bylaws which were recorded at Official Records Book 4423, Page 1214 in the Public Records of Charlotte County, Florida, on April 5, 2019.

Please maintain these documents as part of the official records of the Association. The Association may wish to provide a copy of the documents to the owners for their records and information, but is not legally required to do so.

If you or another Association representative has a question or comment concerning this or any other matter, please let me know.

Very truly yours,

LAW OFFICES OF WELLS | OLAH, P.A.

Michael W. Cochran, Esq.  
[mcochran@kevinwellspa.com](mailto:mcochran@kevinwellspa.com)

MWC/enl  
Enclosure

Prepared by and return to:  
Michael W. Cochran, Esq.  
Law Offices of Wells | Olah, P.A.  
1800 Second Street, Suite 808  
Sarasota, Florida 34236  
(941) 366-9191 (Telephone)



CHARLOTTE COUNTY CLERK OF CIRCUIT COURT  
OR BOOK: 4423 PAGE 1214 PAGE: 1 OF 30  
INSTR # 2697914 Doc Type: CTF  
Recorded: 4/5/2019 at 8:24 AM  
Rec. Fee: RECORDING \$256.50  
Cashier By: VERONICAT

**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED DECLARATION OF  
MANAGEMENT COVENANTS FOR CAPE HAZE RESORT**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
AND  
AMENDED AND RESTATED BYLAWS OF  
CAPE HAZE RESORT COMMUNITY ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Declaration of Management Covenants of Cape Haze Resort were duly adopted at a Special Membership Meeting held on March 19, 2019.

We hereby certify that the attached Amended and Restated Articles of Incorporation of Cape Haze Resort Community Association, Inc. were duly adopted at a Special Membership Meeting held on March 19, 2019.

We hereby certify that the attached Amended and Restated Bylaws of Cape Haze Resort Community Association, Inc. were duly adopted at a Board Meeting held on March 19, 2019.

The Original Declaration of Declaration of Management Covenants of Cape Haze Resort was recorded at Official Records Instrument #1646936 in the Public Records of Charlotte County Florida.

The Amended and Restated Declaration of Management Covenants of Cape Haze Resort was approved by more than two-thirds (2/3) of the total votes of the Association Membership pursuant to Article 18 of the Declaration of Management Covenants of Cape Haze Resort.

The Amended and Restated Articles of Incorporation of Cape Haze Resort Community Association, Inc. were adopted by more than one-half (1/2) of the total votes of the Association Membership pursuant to Article X of the Articles of Incorporation of Cape Haze Resort Community Association, Inc.

The Amended and Restated Bylaws of Cape Haze Resort Community Association, Inc. were adopted by a majority of the Directors present as a duly constituted meeting of the Board of Directors pursuant to Article XII of the Bylaws of Cape Haze Resort Community Association, Inc.

The Association further certifies that all amendments were proposed and adopted as required by the governing documents and applicable law.

Signed, sealed and  
delivered in the presence of:

sign: Richard H. Bolles  
print: RICHARD H. BOLLES

sign: Bridget Spence  
print: Bridget Spence

**CAPE HAZE RESORT COMMUNITY ASSOCIATION,  
INC.**

By: Mark E. Watkins  
Mark E. Watkins, President

Attest:

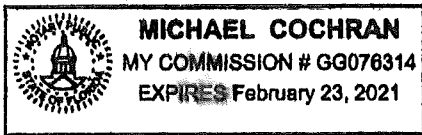
By: Henry Travers  
Henry Travers, Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of MARCH, 2019, by Mark E. Watkins as President of Cape Haze Resort Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

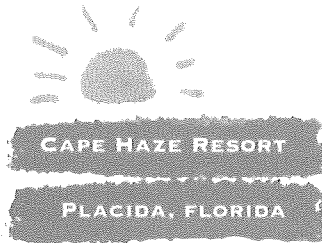
NOTARY PUBLIC



Sign: [Signature]  
Print: MICHAEL COCHRAN

State of Florida (Seal)  
My Commission expires:





**AMENDED AND RESTATED DECLARATION  
OF  
MANAGEMENT COVENANTS  
FOR CAPE HAZE RESORT**

*[Substantial rewrite of Declaration.  
See existing Declaration and all amendments thereto for present text.]*

This 2019 Amended Declaration of Management Covenants is made and executed this 19<sup>th</sup> day of March 2019, by two-thirds of the total votes of the Membership as required by Article 18 below.

**RECITALS:**

**WHEREAS**, the Association consists of certain real property located in Charlotte County, Florida as described in Exhibit "A" attached hereto; and

**WHEREAS**, various improvements have been constructed upon the Association Property consisting of residential dwelling units, improved subdivision lots, recreation facilities and other improvements for the Unit owners and Lot Owners in the Association; and

**WHEREAS**, the developer recorded the Declaration of Management Covenants for Cape Haze Resort ("Original Declaration") at Official Records Book 3125, Page 1213 of the Public Records of Charlotte County, Florida; and

**WHEREAS**, the Members desire to amend the Original Declaration pursuant to Article 18 thereof.

**NOW, THEREFORE**, the Membership hereby declares that all of said real property hereinabove-described shall be held, owned, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and shall be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. **DEFINITIONS.** The following words and terms, when used in this 2018 Amended Declaration of Management Covenants ("Declaration") or any subsequently amended Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Assessable Share" shall mean and refer to the total Assessment to be levied from time to time by the Board of Directors of the Association against each Member, divided by the total



number of completed condominium Units or subdivision dwelling Units within each Member Association. Completion shall be determined as follows:

(1) As to Units within a Condominium, completion shall be determined and evidenced by a surveyor's Certificate of Substantial Completion and the issuance of a temporary or final Certificate of Occupancy by Charlotte County and conveyance of the Unit to a retail purchaser;

(2) As to Dwelling Units within a platted subdivision with a development scheme of a combination of a Lot and house offered by any successor Developer, completion shall be evidenced by the issuance of a Certificate of Occupancy for the house by Charlotte County and conveyance of the Lot to a retail purchaser; and

(3) As to lots within a platted subdivision where the scheme of development does not contemplate the construction of Dwelling Units by any successor developer, completion shall be evidenced by the recording of the subdivision plat in the Public Records of Charlotte County and conveyance of the Lot to a retail purchaser.

(b) "Assessment" means and refers to a charge against the Members and the Units/Lots within a Member Association levied by the Board of Directors in accordance with this Declaration and secured by a lien against such Units/Lots as hereinafter provided. The following meanings shall be given to the following types of Assessments:

"Regular Assessment" means recurring periodic or annual assessments for each Member's share of the Common Expenses as indicated in the budget each year.

"Special Assessment" means any Assessment made under the authority of this Declaration other than a Regular Assessment. Special Assessments may include, but shall not necessarily be limited to, amounts necessary to supplement Regular Assessments in order to meet extraordinary and unbudgeted expenses of the Association from time to time.

(c) "Association" or "Community Association" shall mean and refer to the Cape Haze Resort Community Association, Inc., a Florida corporation not for profit.

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

(e) "Community" shall mean and refer to that property described in Exhibit "A" attached hereto.

(f) "Community Property" shall mean and refer to those parcels of real property located within the Community set aside or made available for use, ownership or benefit of the Community from time to time, as discussed in Article 4.

(h) "Owner" shall mean and refer to the fee simple owner of any platted Lot or platted condominium Unit within the Community.

(i) "Unit or Lot" shall mean a condominium unit, a Lot improved as described in subparagraph 1 (a) (2), or a vacant Lot as described in subparagraph 1(a) (3).

(j) "Improvement" means any structural component or landscaping built or constructed on a Lot or added to a Unit, or placed on a Lot, including but not limited to houses, swimming pools, garages, spas, fences, and recreational equipment which is affixed to the Lot.

(k) "Maintenance" or "Maintain" means the exercise of reasonable care to keep buildings, roads, Lots, Units, landscaping, fences, lighting and other related improvements and fixtures in a safe condition, free from defects and damages, comparable to their original condition, normal wear and tear excepted.

2. **ASSOCIATION.** Except as may be otherwise provided by the terms hereof responsibility for the operation, management, and maintenance of the Community Property shall be vested in the Association. The primary purpose of the Association shall be to maintain the Community Property enforce the provisions of this Declaration wherever applicable and appropriate, and perform such other duties as may be assigned to it under the terms hereof or under its Articles of Incorporation and Bylaws. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit B. A copy of the Bylaws governing the operation of the Association is attached hereto as Exhibit C. The Association shall have all of the rights and powers provided by the Florida corporation statutes, the Articles of Incorporation, the Bylaws, and this Declaration.

3. **VOTING RIGHTS.** Each Member shall be entitled to a number of votes equal to the number of Assessable Shares allocated to that Member's respective association, all as further discussed in the Articles and Bylaws of the Association.

4. **COMMUNITY PROPERTY.** The Community Property shall include all real property, easements, rights of way, licenses, use rights, recreational facilities, irrigation system, clubhouse, swimming pool and roadways within the Community that are now or hereafter set aside, designated, reserved, granted, assigned or deed to the Association for the common use and enjoyment of all Members and Owners. Responsibility for operation and maintenance of the Community Property and any Improvements constructed thereon shall lie with the Association. Responsibility for operation and maintenance of the surface water management system within the Community shall also lie with the Association.

(a) **Owners' Easement of Enjoyment.** Subject to the provisions of this Declaration, every Owner shall have a non-exclusive easement for the use and enjoyment of the Community Property in common with the other Owners, which shall be appurtenant to and pass with the Owner's title to a Unit or Lot.

(b) **Right of Emergency and Other Governmental Personnel and Vehicles.** Notwithstanding that the Community Property shall be privately owned, all emergency vehicles, including without limitation, fire, police, ambulance, rescue and similar vehicles, as well as vehicles belonging to County Health and Pollution Control personnel and governmental or private suppliers of utilities, shall be privileged to cross the Community Property for all legitimate, proper and reasonable



purposes while in pursuit of their duties.

5. **COMMON EXPENSES.** All costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, maintaining, improving, protecting, managing, and conserving the Community Property and in carrying out its duties and responsibilities as provided by this Declaration and by its Articles of Incorporation and Bylaws shall constitute "Common Expenses" of the Association. Funds for the payment of the Common Expenses shall be collected by the Association through Assessments against the Members in accordance with the provisions of this Declaration. By way of illustration and not as a limitation, the common expenses shall include:

- (a) Costs of operation, maintenance, repair, and replacement of the Community Property;
- (b) Costs of management of the Association and administrative costs of the Association, including professional fees and expenses;
- (c) Costs of water and sewerage service, electricity, and other utilities furnished to the Community Property that are not metered separately to the Member Associations;
- (d) Labor, material, and supplies used in conjunction with the Community Property
- (e) Damages to the Community Property in excess of insurance coverage;
- (f) Salary of a manager or managers and their assistants, as shall be determined by the Board of Directors of the Association;
- (g) Premium costs of all fire, windstorm, and other insurance procured by the Association pursuant to the terms hereof. This may also include costs of directors and officers insurance if the Board desires at its option to obtain same.
- (h) Costs of real estate, personal property and other taxes assessed against Community Property from time to time;
- (i) Costs incurred by the Association, upon approval by the Board of Directors, for the installation of additions, alterations, or Improvements to the Community Property, or for the purchase of additional lands, leaseholds, or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, acquired for the benefit of all the Members and Owners. Provided, however, that if the cost of any of such items is more than 15 percent of the total amount of the annual budget, the purchase or acquisition of such items shall first be approved by the affirmative vote of Members holding a majority of the total votes of the Association Membership;
- (j) Other costs as necessary to perform Association's duties hereunder.

**6. INSURANCE. DESTRUCTION. AND RECONSTRUCTION.** Except as otherwise provided herein, the Association, as agent for and on behalf of the Members and mortgagees of the respective Members or Owners, may obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all of the insurable Community Property for the full replacement cost or insurable value thereof. The Association Board of Directors also is authorized to obtain and maintain such other types of insurance as it deems appropriate. The premium for all insurance shall be paid by the Association and shall be included in the Assessment for Common Expenses. 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. 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. Each Member shall be responsible for insuring all Improvements and potential liability or insurable events occurring within its own association. Component Project, Notwithstanding the foregoing, any insurance otherwise required to be maintained by the Members by the respective association governing documents 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 (because of savings, economies of scale or otherwise) and approved by majority vote of the Membership.

In the event of a destruction or casualty loss to any of the Improvements within the Community Property or other property serving the Members, all insurance proceeds payable under the Association's policies shall be collected by the Association. If the proceeds are in excess of the total annual budget, they shall be immediately paid over by the Association to a banking corporation having trust powers selected by the Association Board of Directors. The proceeds shall be held by the bank in and used for the immediate repair and reconstruction of the damaged Improvements under the supervision and control of the Board. The insurance carrier shall not be responsible to ensure 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. Upon completion of reconstruction, any insurance proceeds shall be returned to the Association and added to the Association's general 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 furnish sufficient additional funds to Trustee as a part of the Common Expenses of the Association. The Association's insurance carrier shall not have a right of subrogation against any Member, but if it is determined by the Board of Directors that the damage was proximately caused by the gross negligence or willful and wanton misconduct or intentional acts of an 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. In the event the insurance proceeds are less than the amount of the total annual budget, they need not be placed in trust but shall be held by the Association and applied directly by the Board of Directors for the above purposes.

Mortgagees and other lienholders will evidence their acceptance of and consent to the foregoing provisions by the acceptance of their mortgages or perfection of their liens. The provisions of this Paragraph 6 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. LIABILITY INSURANCE.** The Association shall obtain and maintain public liability insurance covering the Community Property insuring the Association and the Members and Owners as their interests may appear in such amount as the Board of Directors may deem appropriate. The premiums for such insurance coverage shall be a part of the Common Expenses. The Board of Directors shall have authority to compromise and settle all claims against the Association or claims made under insurance policies held by the Association. The Members and 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 Members or Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Member will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about its respective condominium or homeowners' association.

**8. RESTRICTIONS UPON USE.**

(a) No Owner or Member or party other than the Association shall within the Community undertake alterations to a building exterior, or the construction of additional Improvements, or the painting of existing Improvements a color other than as initially developed, without first obtaining the prior written consent of the Board. The Board at its discretion may cause to be promulgated architectural standards to control such work, and the Board may delegate its duties hereunder to an architectural review committee.

(b) No Owner or Member shall without prior written consent of the Board erect any exterior lights or signs; place any signs or symbols in windows or on any balcony or exterior surface; enclose or place any awning or device upon any balcony; tint any window; erect or attach any structures or fixtures outside a Unit interior; make any structural additions or alterations to the Community Property; fasten any objects to the exterior walls; or discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain, or area of the Community so as harmfully to affect any landscaping or plants or pollute the Community drainage system.

(c) The Board at its discretion and in the event that a Member fails to so enforce, may choose to enforce property covenants, such as a declaration of condominium, which are recorded in connection with any Member Association within the Community.

(d) There shall be no parking of vehicles other than in designated parking areas. The Association shall have the right to tow vehicles and to pass rules related to vehicle parking and the towing of vehicles in violation thereof, or the towing of trailers or other non-permitted vehicles, trailers or equipment. Parking spaces within the Community not located beneath a building or enclosed shall be used only for parking of vehicles, and not for storage of equipment, grills, bicycles, or for uses other than vehicle parking. A Unit/Lot Owner must park first in the space appurtenant to the Unit/Lot owned by that Owner (it being the intent hereof to the extent possible to preserve non- assigned spaces for guests). Thus, a Unit/Lot Owner with a single vehicle would at all times park in their assigned space. All vehicles within the Community and within Member Associations must be fully licensed, registered and operational.

(e) No business or commercial building or outbuilding may be erected on any Lot.



No commercial activity of any kind shall be conducted on or from any Unit or Lot nor in or from any dwelling unit except as provided herein. The term "commercial activity" means an activity undertaken as part of a commercial enterprise of or pertaining to commerce. This restriction does not prohibit any Owner from keeping personal business or professional records in the dwelling unit, or from handling personal, business or professional communication and written correspondence in and from the dwelling unit. Owners may use their dwelling units for "home office" or "telecommuting" purposes, if and only if such uses do not involve the posting of any signage upon the Unit/Lot and/or in the Community, the creation of noxious or undesirable odors/fumes and the creation of loud noises, extra traffic, or other nuisances in the Community.

(f) No noxious or offensive activity shall be allowed on any Unit/Lot, nor shall anything be done or placed thereon which may become an annoyance, nuisance or detriment to the Community or the environment. Owners shall at all times maintain their dwelling units and Improvements therein and all Improvements upon the Lot in good condition and in a state of neat appearance.

(g) The Community Property and other areas within the Association may contain potentially dangerous wildlife such as alligators, snakes, insects, raccoons, bears, panthers, deer, swine and other similar animals. The Association is not responsible to monitor these areas for the presence of such wildlife or to protect the Owners or their tenants, guests or invitees from any harm or injury that may occur from interaction with such wildlife. Therefore, Owners (and their tenants, guests and invitees) should respect Florida's wildlife and be vigilant of its presence and take precautions when entering upon the Community Property, lakes, open areas and other portions within the Association.

(h) Personal and professional use of a drone is governed by Florida Statute 934.50, as amended from time to time by State or Federal law. No person, including but not limited to Owners, tenants, guests or invitees may operate any drone in any manner that results in an invasion of the privacy of other Owners. Owners and their guests, tenants or invitees intending to fly a drone equipped with an imaging device over any Unit or Lot within the Association must first obtain the written consent of the Lot owner or occupant (934.50 3 (b), 2018). Persons using a drone for professional purposes must advise the Association of the date and time, as well as the purpose, of the event.

**9. ASSESSMENTS.** The Common Expenses of the Association shall be payable by Regular (periodic or annual) and Special Assessments levied by the Board against all Members, based upon the number of Assessable Shares as determined at the time of such assessment. The Board shall approve annual budgets reflecting anticipated income and Common Expenses for each fiscal year and thereupon shall levy a Regular Assessment against each Member. The Regular Assessment shall be collected in the manner provided in the Articles and Bylaws. The Board shall have the power to levy Special Assessments against the Members as prescribed in the Bylaws. Payment of any Special Assessment levied by the Board shall be due on a date which is not less than 60 days following written notice thereof and may be payable in such installments as the Board may specify.

(a) Assessment.

(i) Each Member shall be subject to assessment on the basis of its total number of Assessable Shares. In this event, the Association shall have all rights as to collection and lien rights as



for Regular Assessments hereunder, and this shall be considered a personal obligation of the affected Owners.

(ii) As a matter of billing and collection procedure and convenience, the Community Association shall be entitled to bill individual Unit Owners or Lot Owners within a Member Association for their respective share of the obligation of that Member towards its Community Association Assessment. In the event the Owner is delinquent in the payment of the Community Association Assessment (whether billed directly by Community Association or collected by the Member Association), then the Community Association shall have the right to file a lien against that individual Unit or Lot to secure the collection of the delinquent Assessment. Community Association shall have the right to assess interest and fees incurred in collection with regard thereto, in the same manner as set forth in Paragraph 10.

(iii) For the period of time that an individual Unit Owner or Lot Owner is delinquent in the payment of their respective share of the Member's Assessments to the Community Association, the Community Association shall have the authority to deny that Owner the use of Community Association amenity facilities, including but not limited to the clubhouse and swimming pool. If the Owner uses Community Association amenity facilities while still delinquent in payment of Assessments to Community Association, then Community Association may treat this as a violation subject to fines that may not exceed limits set by statute.

(b) Delinquent Assessments. Any Assessment or other monetary obligation due to the Association which is not paid when due shall be subject to a late charge not to exceed the greater of \$25 or 5 percent of the amount of each installment that is paid past the due date, or such higher amount as may be permitted by law and also shall bear interest from the due date until paid at the rate of 18 percent per annum or at such other rate as may be established by resolution of the Board (up to the maximum rate allowed by law). If any Assessment is payable in installments and a Member defaults in the payment of an installment, the remaining installments of such Assessment may be accelerated by the Association to maturity by giving the defaulting Member 10 days' notice of intent to accelerate unless all delinquent sums are paid within that time.

(c) Contractual Obligation of Member. Every Assessment levied by the Board shall be the contractual obligation of the Member against which the Assessment is levied. If any such Assessment is not paid within 30 days after the same is due, then the Association may bring suit against the Member on this obligation, and there shall be added to the amount of such Assessment the aforementioned late charge, interest, and all collection costs including reasonable attorneys' fees incurred by the Association in preparation for and in bringing such action, including reasonable attorneys' fees for appellate proceedings.

10. **ASSOCIATION LIEN RIGHTS.** To provide an additional means to enforce the collection of any Assessment, the Association shall have a lien against each Member's common property and all Improvements thereon. A lien may also be filed against every Unit or Lot within the defaulting Member's condominium or homeowners' association with the total of the Assessment deficiency being apportioned equally on a pro rata basis to each assessable Unit or Lot therein.

A lien filed hereunder may be enforced by the Association by foreclosure suit in the same



manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event the Association files a claim of lien hereunder, the Association shall be entitled to recover from the Member the late charge and interest described in Paragraph 9 (b) and all costs and reasonable attorneys' fees incurred by the Association in preparing, filing, and foreclosing the claim of lien, including reasonable attorneys' fees for appellate proceedings. All such late charges, interest, costs, and attorneys' fees shall be secured by the lien of the Assessment.

11. **EASEMENTS.** The respective rights and obligations of the Members, Owners, the Association and others concerning easements affecting the Community shall include the following:

(a) **Reserved by Association.** The Association hereby reserves for its benefit, their successors and assigns, and for the benefit of all of the real property in the Community, perpetual easements, and the Association is hereby granted, for its benefit and that of its successors and assigns, perpetual easements, in each case for: (1) 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, fire protection, electricity, telephone, cable television, and trash disposal, over, under, through and across those portions of the Community Property designated for such uses; and (2) ingress and egress by pedestrians, runners, bicycles, golf carts, automobiles, commercial and other vehicles over, under, through and across the Community Property for the purpose of obtaining access to a Member Association and properties adjacent thereto, together with the right to construct, maintain, and replace such roads, walkways, bike paths, and other Improvements as may be reasonably appropriate for the use and enjoyment of such easement. The Association (through its Board of Directors) may assign and convey any of the foregoing easements to such persons or entities as either 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 the Association over areas designated for such use.

(b) **Granted to Members and Owners.** Each Member and Owner is hereby granted a non-exclusive perpetual easement: (1) over and across Community Property roadways for ingress and egress to and from the Owner's property; and (2) for any encroachments by a condominium building constructed as part of a Component Project or an Owner's dwelling unit on adjoining property, including Community Property, which may exist now or in the future by virtue of overhangs, foundation slab or footer underground extensions across property lines, inaccuracies in construction or settlement or movement of the dwelling unit, recreational facilities, utility lines or otherwise, which encroachments shall be allowed to remain undisturbed until they no longer exist.

(c) **Granted to Utilities.** There is hereby granted to all public and private utility companies furnishing utility services to the Community as of the time of recording of this Declaration, or hereafter authorized by the Association to furnish such services, a perpetual non-exclusive 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 Community Property as may be reasonably necessary therefore.

(d) **Granted to and by the Association.** There is hereby granted to the Association a perpetual non-exclusive easement across and through the common areas/elements of each Member Association for the purpose of maintaining the Community Property. The Association shall have the right

maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

(b) The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities.

(c) If the Association ceases to exist, all of the Lot Owners, parcel Owners, or Unit owners within the Community shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes the responsibility.

(d) Should the Community from time to time have on-site wetland mitigation as defined in Section 1.7.24 of the Environmental Resource Permitting Manual, which requires ongoing monitoring and maintenance, then Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

(e) It shall be the responsibility of each Owner or any successor developer at the time of construction of a dwelling, or structure, to comply with the plans for the Community Surface Water Management System approved and on file with the District.

(f) Any amendment of this Declaration affecting the Surface Water Management System facilities or the operation and maintenance thereof shall have the prior written approval of the District.

16. **AMENDMENTS.** The provisions of this Declaration may be amended by affirmative vote of Members holding at least two-thirds of the total votes of the Association Membership, except that provisions relating to sharing of Common Expenses, rights of institutional first mortgagees, and voting rights of Members may be amended only with the written consent of all persons or entities adversely affected thereby, either signed personally or by virtue of a specific limited proxy (but not general proxy). Amendments to the Association's Articles of Incorporation and Bylaws may be made in the manner provided therein and shall not be subject to the requirements set forth herein for amendments to the provisions of this Declaration. Amendments to this Declaration or the Articles of Incorporation which would affect the surface water management system must have the prior approval of the Southwest Florida Water Management District.

No amendment shall be effective unless it is in writing, executed by the Association president or vice president with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Charlotte County. Any amendment so executed and recorded shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration and the Association's Articles of Incorporation and Bylaws. It shall not be necessary for the individual Members or Owners of Units or Lots or holders of recorded liens thereon to join in the execution of any amendment, except as specifically provided herein. All amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein and shall take effect immediately upon recordation in the Public Records of Charlotte



County.

17. **BINDING EFFECT.** All provisions of this Declaration shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until this Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities; the plural number shall include the singular and the singular shall include the plural. No representations or warranties of any kind, express or implied have been given or made by Association or its agents or employees in connection with any portion of the Community Property except as specifically and expressly set forth in this Declaration.

18. **SEVERABILITY.** If any provision of this Declaration or the incorporation herein by reference of the Association's Articles of Incorporation or Bylaws, or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid by a court of competent jurisdiction, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

**EXHIBIT "A"**

**A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE S.00°22'55"W, ALONG THE WEST LINE OF SAID SECTION 34, 2645.50 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 20 EAST; THENCE CONTINUE ALONG SAID WEST LINE OF SAID SECTION 34, S.00°25'00"W, 43.11 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 775; THENCE ALONG SAID RIGHT-OF-WAY LINE, S.28°47'00"E, 491.55 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE N.61°73'00"E, 493.71 FEET TO A POINT LYING ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N.50°23'27"E, 2456.13 FEET; THENCE IN A COUNTERCLOCKWISE DIRECTION, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2456.13 FEET AND A CENTRAL ANGLE OF 37°36'50", 1612.42 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N.77°13'22"W, 1002.34 FEET; THENCE IN A CLOCKWISE DIRECTION, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1002.34 FEET AND A CENTRAL ANGLE OF 25°43'23" 450.00 FEET TO A POINT OF TANGENCY; THENCE S.38°30'00"W, 350.0 FEET TO THE AFOREMENTION NORTHEASTERLY RIGHT-OF-WAY LINE, OF SAID COUNTY ROAD NO 775; THENCE ALONG SAID RIGHT-OF-WAY LINE. THE FOLLOWING CALLS: N.51°30'00"W, 1284.50 FEET THE BEGINNING OF A CURVE TO THE RIGHT; THENCE IN A CLOCKWISE DIRECTION, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1223.25 FEET AND A CENTRAL ANGLE OF 22°43'00", 484.99 FEET TO THE POINT OF TANGENCY; THENCE N.28°47'00"W, 114.04 FEET TO THE POINT OF BEGINNING.**



**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
CAPE HAZE RESORT COMMUNITY ASSOCIATION, INC.**

*[Substantial rewording of the Articles of Incorporation. See existing Articles of Incorporation and all amendments thereto for present text.]*

The Association does hereby adopt the following Amended and Restated Articles of Incorporation of CAPE HAZE RESORT COMMUNITY ASSOCIATION, INC., which supersedes and replaces the previous Articles of Incorporation and all amendments thereto.

**ARTICLE I  
NAME**

The name of this corporation shall be: CAPE HAZE RESORT COMMUNITY ASSOCIATION, INC., hereinafter in these Articles referred to as the "Association." The principal office address of the Association is 8401 Placida Road, Cape Haze, Florida 33946.

**ARTICLE II  
PURPOSES**

The general nature, objects, and purposes of the Association are:

A. To maintain all portions of the Community and improvements therein for which the obligation to maintain and repair has been delegated to the Association by the Declaration of Management Covenants for Cape Haze Resort Community (the "Covenants"), as recorded in the Public Records of Charlotte County, Florida. The terms and provisions of these 2019 Amended Articles of Incorporation ("Articles") are subject to the Covenants as the same may be amended from time to time. Terms used in these Articles shall have the same meaning as set forth in the Covenants.

B. To promote the health, safety and social welfare of Owners and Members located within the Community.

C. To carry out all of the duties and obligations assigned to it as a neighborhood property owners association under the terms of the Covenants.

D. To operate without profit and for the sole and exclusive benefit of its Members.



### **ARTICLE III GENERAL POWERS**

The general powers that the Association shall have are as follows:

A. To purchase, accept, lease, or otherwise acquire title to and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any other acts necessary or expedient for carrying on any of the activities of the Association and pursuing any of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida, including but not limited to the maintenance of Community Property and surface water management devices or systems serving the Community.

B. To establish a budget and to fix assessments to be levied against all Members which are subject to assessment pursuant to the Covenants for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association. The Board of Directors of the Association shall be authorized but not required to maintain reasonable reserves for Association expenditures, and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements.

C. To place liens against any Member or individual Unit owner subject to assessment, as authorized by the Covenants, for delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

D. To hold funds solely and exclusively for the benefit of the Members of the Association for the purposes set forth in these Articles of Incorporation.

E. To adopt, promulgate, and enforce uniform Rules and Regulations, bylaws, restrictions, covenants, and agreements concerning, pertaining, or relating to the Cape Haze Resort Community Property, the Member Associations, the individual Lots and Units in a Member Association, the individual Unit owners, Lot owners, and their tenants and guests, Member Association Common Areas and Common Elements, and the administration of the Association and the Cape Haze Community. The Rules and Regulations of this Association (Cape Haze Resort Community Association, Inc.) shall take priority over the any restrictions contained in the Declaration of Covenants, Declaration of Condominium, or Rules and Regulations of any "Member Association", Member Association meaning Cape Haze Resort A 11/13 Condominium Association, Inc., Cape Haze Resort B 3/5 Condominium Association, Inc., Cape Haze C 7/9 Condominium Association, Inc. and any other condominium or homeowners' association that may be developed within the Cape Haze Community.

F. To delegate such of the powers of the Association as may be deemed to be in the



Association's best interest by the Board of Directors.

G. To charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

H. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

I. To enforce by any and all lawful means the provisions of the Rules and Regulations, these Articles of Incorporation, the Bylaws of the Association and the terms and provisions of the Covenants. The Association is authorized to issue fines to Members, Unit owners, Lot owners, and their tenants and guests for violations of the Rules and Regulations, these Articles of Incorporation, the Bylaws of the Association and the terms and provisions of the Covenants.

J. To manage all matters regarding storm water drainage and management within Cape Haze Resort Community.

K. In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida. Provided, however, that a two-thirds vote of all Members shall be required to authorize the filing of any litigation brought on behalf of the Association other than suits to enforce collection or lien rights for assessments or payables.

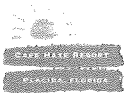
L. The emergency powers as provided for in Section 720.316, Florida Statutes, as subsequently amended from time to time.

#### **ARTICLE IV MEMBERS**

A. The Members of this Association shall consist of Cape Haze Resort A 11/13 Condominium Association, Inc., Cape Haze Resort B 3/5 Condominium Association, Inc., Cape Haze C 7/9 Condominium Association, Inc., and any other condominium or homeowners' association that may be developed within the Community. A Member does not include and shall not refer to individual Unit Owners or Lot Owners within such condominium or homeowners' associations.

B. The interest of a Member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner.

C. The Secretary of the Association shall maintain a list of the Members of the Association.



## **ARTICLE V ASSESSMENT AND VOTING**

A. Each Member shall be subject to assessment according to its Assessable Share. "Assessable Share" shall mean and refer to the total assessment to be levied from time to time by the Association against each Member Association. The Assessable Share shall be calculated as set forth in Section 1 (a) of the Declaration of Management Covenants for Cape Haze Resort.

B. Each Member shall be entitled to a number of votes equal to the number of Assessable Shares within that Member's respective condominium or homeowners' Association.

## **ARTICLE VI BOARD OF DIRECTORS**

A. The affairs of the Association shall be managed by a Board of Directors consisting initially of three (3) Directors. The number of Directors comprising succeeding Boards of Directors may be changed by a resolution of the Board of Directors from time to time, but in no event shall there be less than three (3) or more than nine (9) Directors. The Directors shall be unit owners but need not be residents of the State of Florida.

B. All Directors shall be elected by the Members.

C. Elections shall be by plurality vote. All directors shall be elected for two-year terms.

D. Any elected Director may be removed from office with or without cause by majority vote of the Members, but not otherwise.

## **ARTICLE VII OFFICERS**

The officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board shall deem appropriate from time to time. The President shall be elected from among the Membership of the Board of Directors, but no other officer need be a Director. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one year in accordance with the procedure set forth in the Bylaws.





## **ARTICLE VIII CORPORATE EXISTENCE**

The Association shall have perpetual existence.

## **ARTICLE IX BYLAWS**

The Board of Directors of the Association shall adopt Bylaws consistent with these Articles. The Bylaws may be altered, amended or rescinded by a majority vote of the Directors in the manner provided by such Bylaws.

## **ARTICLE X AMENDMENTS TO ARTICLES OF INCORPORATION**

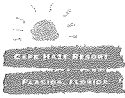
These Articles of Incorporation may be altered, amended, or repealed by the affirmative vote of the holders of more than one-half of the total votes of the Association Membership. No amendment, however, altering the number of votes attributable to any Member pursuant to Article V hereof shall be effective without the prior written consent of such Member.

## **ARTICLE XI REGISTERED OFFICE AND REGISTERED AGENT**

The registered agent and office of the Association, until otherwise determined by the Board of Directors, shall be The Law Offices of Wells | Olah, P.A., 1800 Second Street, Suite 808, Sarasota, Florida 34236. The Board of Directors is authorized to change its registered agent and office in the manner provided by Florida law.

## **ARTICLE XII BUDGET AND EXPENDITURES**

The Association shall obtain funds with which to operate by annual assessment of its Members in accordance with the provisions of the Declaration of Management Covenants for Cape Haze Resort, as the same may be supplemented by the provisions of the Association's Articles and Bylaws. Accordingly, the Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing fiscal year and for the purpose of levying assessments against all Members and/or Lots subject to assessment, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budget.



### **ARTICLE XIII INDEMNIFICATION OF OFFICERS AND DIRECTORS**

A. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, officer or committee member of the Association, against expenses (including trial and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceedings, unless:

1. A court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith, nor in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and

2. Such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the Members, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors and committee members as permitted by Florida law.

B. Expenses. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article A above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including trial and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

C. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of any undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized herein or as otherwise permitted by law.

D. Miscellaneous. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person. Anything to the contrary notwithstanding, the provisions of this Article may not be amended without the written approval of all persons whose interests would be adversely affected by such amendment.



E. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

#### **ARTICLE XIV DISSOLUTION OF THE ASSOCIATION**

A. Upon expiration of the term of the Declaration of Management\_Covenants for Cape Haze Resort, the Association may be dissolved upon a resolution to that effect being approved by the holders of 80% of the total votes of the Association Membership, and upon compliance with any applicable laws then in effect.

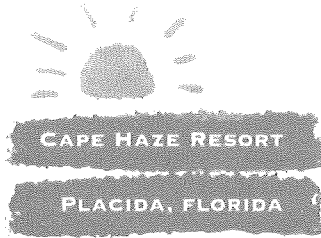
B. Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

1. The surface water management system and any other property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority shall be dedicated to such authority provided the authority is willing to accept the dedication.

2. Except as may be otherwise provided by the terms of the Declaration of Management Covenants for Cape Haze Resort, all remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the Members pro rata to the number of votes attributable to such Members pursuant to Article V hereof and the share of each shall be distributed to the Members accordingly.

#### **ARTICLE XV BINDING EFFECT**

The provisions hereof shall bind and inure to the benefit of the Members and their respective successors and assigns.



**AMENDED AND RESTATED  
BYLAWS OF  
CAPE HAZE RESORT COMMUNITY ASSOCIATION, INC.**

*[Substantial rewording of the Bylaws. See existing Bylaws  
and all amendments thereto for present text.]*

The Association does hereby adopt the following Amended and Restated Bylaws of CAPE HAZE RESORT COMMUNITY ASSOCIATION, INC. (the "Association"), which supersedes and replaces the previous Bylaws and all amendments thereto.

**ARTICLE I  
NAME AND LOCATION**

The name of the Corporation is CAPE HAZE RESORT COMMUNITY ASSOCIATION, INC., organized and incorporated under the laws of the State of Florida for the purpose of maintaining the Community Property and enforcing the terms of the Declaration of Management Covenants for Cape Haze Resort, recorded at Official Records Book 3125, Page 1213 of the Charlotte County Public Records, as the same may be amended from time to time. The principal office of the Association is located at 8401 Placida Road, Cape Haze, Florida 33946 but meetings of Members and meetings of the Board of Directors may be held at such places within 50 miles of Cape Haze Resort as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

The terms and provisions of these Amended and Restated Bylaws ("Bylaws") are subject to the Declaration of Management Covenants for Cape Haze Resort ("Declaration") as the same may be subsequently amended from time to time. The definitions contained in the Declaration are hereby incorporated into these Bylaws.

**ARTICLE III  
MEMBERSHIP MEETINGS**

Section 1. The Annual Membership Meeting ("Annual Meeting") shall be held at such



date, time and place designated by the Board of Directors from time to time, provided that there shall be an Annual Meeting every calendar year and, to the extent possible, no later than twelve (12) months after the preceding Annual Meeting. The purpose of the Annual Meeting shall be to elect directors and to transact any other business authorized to be transacted by the Members.

1.1 Order of Business. The order of business at the Annual Meeting and, as far as applicable at all other Membership meetings, shall be:

- A. Call to order by the President;
- B. At the discretion of the President, appointment by the President of a Chairman of the meeting (who need not be a Director).
- C. Call of the roll or determination of a quorum;
- D. Proof of Notice;
- E. Appointment by the President (or chairman) of inspectors of election;
- F. Election of Directors;
- G. Reading or disposal of minutes of the last Members' meeting;
- H. Reports of Officers;
- I. Reports of Committees;
- J. Unfinished business;
- K. New Business Designated on Agenda;
- L. Adjournment.

1.2 The President shall preside over all Membership meetings. In the absence of the President, the Vice President shall preside, or in the absence of both, the Membership shall select a Chair (who doesn't need to be a Director); provided that the Board may designate agents of the Association (including but not limited to association legal counsel or its property manager) as Chair.

1.3 Minutes. Minutes of all Membership meetings and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members and Owners or the Owners' authorized representatives at reasonable times and as required by law. Minutes 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 for each Director present at a Board meeting must be recorded in the minutes.

1.4 Members. The Members of the Cape Haze Resort Community Association, Inc. ("Association") consist of the following corporations: Cape Haze Resort A 11/13 Condominium Association, Inc.; Cape Haze Resort B 3/5 Condominium Association, Inc.; Cape Haze Resort C 7/9 Condominium Association, Inc.; and any future condominium or homeowners' association created within the Community (each a "Member Association"). The individual Owners are not Members of the Association.

Section 2. Special Meetings. Special Membership meetings may be called at any time by the President or by a majority of the Board of Directors, or upon the written request of any Member.



Section 3. Notice. Written notice of each Membership meeting shall be given by, or at the direction of, the Secretary or person authorized to call the meeting by mailing a copy of such notice at least fourteen (14) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member in writing to the Association for the purpose of notice. Electronic (email) notice is permitted where a Member has consented in writing to receive notice by email and provides the Association with an email address. Any Member may revoke the right to receive electronic notice by submitting a written notice of revocation to the Association. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. Notice must also be posted continuously upon the Association Common Areas for not less than 14 days before the meeting. Proof of notice shall be given by affidavit. The notice shall include an agenda and such other information as may be determined by the Board. The notice shall also include instructions regarding mailing or hand delivery of the proxies to the Secretary and shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. A quorum for meetings of the Members shall consist of persons entitled to cast votes representing at least 30% of the total votes of the Members. After a quorum has been established at a Membership meeting, the subsequent withdrawal of any Members, so as to reduce the number of voting interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave. If a quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. Each Member may vote in person or by proxy at all Membership meetings. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable at the pleasure of the Member voting it. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A photographic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Members may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Member's intent to cast a proxy vote. The use of proxies is to be liberally construed.

#### **ARTICLE IV BOARD OF DIRECTORS**

Section 1. Number and Eligibility. The Association shall be managed by a Board of Directors consisting of at least three (3) but no more than nine (9) directors as described in the Articles of Incorporation.

Section 2. Term. Directors shall serve for two (2) year terms.

Section 3. Election. Directors are elected at the Annual Meeting of the Members. Each Member



shall nominate not less than two (2) candidates for election as director. Each Member shall appoint a voting representative with authority to cast the Member's total number of votes, as determined in accordance with Section 3 of the Declaration. Elections shall be determined by a plurality of the votes cast. The candidates who are elected shall take office upon the adjournment of the annual meeting of the Members.

Section 4. Removal. Any director may be removed from the Board with or without cause, by a majority vote of the Members. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor. Any director may resign his office at any time, in writing (including e-mail) addressed to any other director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

Section 5. Compensation. Directors shall serve without compensation. However, a director may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 6. Board Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Board meetings must be open to all Members and Owners except for: (i) meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege, (ii) Board meetings to discuss personnel matters and (iii) such other meetings permitted to be closed by law. Regular meetings of the Board of Directors shall be held on such dates and at such place and hour as provided by appropriate resolution of the Board of Directors. Special meetings of the Board of Directors shall be held when called by the President or by any two (2) directors, after not less than two (2) days' notice to each director. Notices of all Board meetings shall be posted in a conspicuous place on the Association Property at least 48 hours in advance, except in an emergency. Assessments may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and describes the nature of the Assessments. Written notice of any meeting at which Special Assessments will be considered or at which amendments to rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to the Members and Owners and posted conspicuously on the property or broadcast on closed-circuit cable television not less than 14 days before the meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be utilized in the election of officers upon unanimous consent of the Board. A vote or abstention from voting for each director present at a meeting shall be recorded in the minutes. Directors may not abstain from voting except in a conflict of interest and that conflict must be stated.

Section 7. Powers. The Board of Directors has the following powers:

7.1 To adopt and publish rules and regulations governing the implementation and enforcement of the provisions of the Declaration to establish penalties for the infraction thereof;



7.2 To exercise for the Association all powers, duties and authority vested in or delegated to the Association as set forth in the Declaration, Articles and Florida law;

7.3 To enter into contracts and incur liabilities, borrow money at such rates of interest as the Board of Directors may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income;

7.4 To employ a manager, an independent contractor, or such other employees as it deems necessary, and to prescribe their duties and compensation;

7.5 To appoint committees and delegate to such committees those powers and duties of the Association as the Board deems advisable. All committees and committee members shall serve at the pleasure of the Board. Committees that take final action on behalf of the Board or committees that make recommendations to the Board concerning the Association's budget shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors; and

7.6 To exercise the emergency powers specified in Section 720.316, Florida Statutes as the same now exists or may be subsequently amended or renumbered from time to time.

7.7 To exercise all those powers enumerated in the Articles of Incorporation of the Association, as well as the Florida Not for Profit Corporation Act.

#### Section 8. Duties. The Board of Directors shall:

8.1 Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting;

8.2 Supervise all officers, agents and employees of the and see that their duties are properly defined and performed;

8.3 Fix the amount of any Assessment levied against any Member pursuant to the Declaration and Articles of Incorporation and to send written notice of each Assessment to every Member subject thereto;

8.4 Enforce all of the provisions of the Association's Governing Documents, and levy reasonable fines for violation of the Association Governing Documents, not to exceed \$100, or such greater amount as the Board shall have established by resolution, for the failure of the owner of the parcel or its tenant, guest, occupant, licensee, or invitee to comply with any provision of the Governing Documents. The Board may levy a fine not to exceed \$100, or such greater amount as the Board shall have established by resolution, for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed in the aggregate \$1,000, or such greater amount as the Board shall have established by resolution.





8.5 Maintain, repair and replace all of the Community Property and Association Property.

## **ARTICLE V OFFICERS AND THEIR DUTIES**

Section 1. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. The Board of Directors shall elect all officers at its organizational meeting following the Annual Meeting.

Section 3. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 5. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all promissory notes.

Section 6. Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

Section 7. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the Corporate Seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; maintain appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Section 8. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association; and shall perform such other duties as required by the Board.



## **ARTICLE X AMENDMENTS**

Section 1. These Bylaws may be amended by a majority vote of the Directors at a properly noticed Board of Directors meeting.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## **ARTICLE XI MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.