



## **GOVERNING DOCUMENTS**

**Articles of Incorporation**  
**Declaration of Covenants**  
**Association Bylaws**  
**Rules & Regulations**



This Instrument prepared by  
and to be returned to:  
Michael A. Ungerbuchler, Esquire  
Sachs Sax Caplan  
6111 Broken Sound Parkway NW, Ste. 200  
Boca Raton, FL 33487  
(561) 994-4499

**CERTIFICATE OF AMENDMENT**  
**AMENDED AND RESTATED DECLARATION OF MAINTENANCE COVENANTS AND**  
**AMENDED AND RESTATED RESTRICTIONS FOR INDIAN SPRING**  
**AMENDED AND RESTATED ARTICLES OF INCORPORATION**  
**INDIAN SPRING MASTER ASSOCIATION, INC.**  
**THIRD AMENDED AND RESTATED BYLAWS OF**  
**INDIAN SPRING MASTER ASSOCIATION, INC.**

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Amended and Restated Declaration of Maintenance Covenants and Amended and Restated Restrictions for Indian Spring ("Declaration"), as amendments to the Amended and Restated Articles of Incorporation for Indian Spring Master Association, Inc. ("Articles"), and as the Third Amended and Restated Bylaws of Indian Spring Master Association, Inc. ("Bylaws"). The Amended and Restated Declaration Of Maintenance Covenants and Amended and Restated Restrictions For Indian Spring is recorded in Official Records Book 26356, at Page 1, of the Public Records of Palm Beach County, Florida. The Amended and Restated Articles of Incorporation Indian Spring Master Association, inc. is recorded in Official Records Book 26356, Page 27, of the Public Records of Palm Beach County, Florida. The Second Amended and Restated Bylaws of Indian Spring Master Association, Inc. is recorded in Official Records Book 31819, Page 865, of the Public Records of Palm Beach County, Florida. The attached amendments to the Declaration and the Articles were approved by the written consent of the members pursuant to Section 617.0701(4), Fla. Stat. The attached Bylaws were approved by the Association Board of Directors pursuant to Section 10.2 of the Bylaws.

DATED this 29<sup>th</sup> day of July 2025.

WITNESSES

*Julie M. Singer*  
(Signature)  
Julie M. Singer  
(Print Name)  
Address: 5995 Bannock Terr.  
Boynton Beach, FL 33437

*Rosario Pesaturo*  
(Signature)  
Rosario Pesaturo  
(Print Name)  
Address: 5743 La Gorce Cir.  
Lake Worth, FL 33463

INDIAN SPRING MASTER ASSOCIATION, INC.

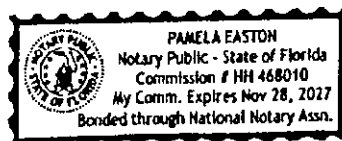
By: *Patricia Rogers*  
Patricia Rogers, President  
5995 Bannock Terrace  
Boynton Beach, FL 33437

By: *Birgit DeSotelle*  
Birgit DeSotelle, Secretary  
5995 Bannock Terrace  
Boynton Beach, FL 33437

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29<sup>th</sup> day of July 2025, by Patricia Rogers, as President, and Birgit DeSotelle, as Secretary, of the Indian Spring Master Association, Inc., who are personally known to me or have produced \_\_\_\_\_ as identification.

[Notary Seal]



*Pamela Easton*  
Notary Public  
Pamela Easton  
Name typed, printed or stamped  
My Commission Expires: Nov. 28, 2027

**EXHIBIT "A"**

**AMENDED AND RESTATED DECLARATION OF MAINTENANCE COVENANTS  
AND  
AMENDED AND RESTATED RESTRICTIONS FOR INDIAN SPRING**

(Substantial rewording of the Amended and Restated Declaration of Maintenance Covenants and Amended and Restated Restrictions for Indian Spring, recorded in Official Records Book 26356, Page 1, Public Records of Palm Beach County, Florida, incorporating (i) amendments thereto as recorded in Official Records Book 28999, Page 1992; Official Records Book 29025, Page 1197; Official Records Book 29144, Page 1630; and Official Records Book 35103, Page 324, all within the Public Records of Palm Beach County, Florida; and (ii) amendments approved by the members in March 2025 via written consent. Refer to such documents for current text.)

**ARTICLE I  
DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

**Section 1.1 "Association"** shall mean and refer to Indian Spring Master Association, Inc., a Florida not for profit, operating pursuant to Sections 617 and 720, Florida Statutes (2023), the Articles of Incorporation herein sometimes called "Articles", and By-Laws of which are attached and made a part of these Maintenance Covenants. This instrument is the Declaration of Maintenance Covenants for Indian Spring to which the Articles of Incorporation and By-Laws of the Association make reference.

**Section 1.2 "Common Expense"** shall mean the expenses of administration and management of the Property, the expenses of maintenance, operation, protection, repair and replacement of the Common Area, as well as any other portion of the Property for which the Association is responsible or authorized to maintain, repair or replace, all expenses declared Common Expenses by the provisions of this Declaration, the Articles of Incorporation or By- laws, any valid charge against the Association or against the Common Area, the costs of carrying out the powers and duties of the Association, and all expenses properly incurred by the Association in the performance of its duties. Common Expense shall also include the cost of communication services, as defined in Chapter 202, Florida Statutes, as the same may be amended from time to time, if the Association chooses to provide such services from time to time.

**Section 1.3 "Community"** shall be used interchangeably with the term "Property".

**Section 1.4 "Condominium Association"** shall mean the not-for-profit corporation which shall be formed and established in connection with the submission of a tract of real estate in Indian Spring, or a portion thereof, to condominium ownership pursuant to Chapter 718, Florida Statutes (2023).

**Section 1.5 "Declaration"** shall mean this Amended and Restated Declaration of Maintenance Covenants which incorporates the Amended and Restated Restrictions for Indian Spring.

**Section 1.6 "Exclusive Common Area"** shall mean and refer to any common area which has been conveyed, or committed, to a Sub-Association for the exclusive use of owners of parcels within the tract of land over which such Sub-Association has jurisdiction.

**Section 1.7 "Exterior Maintenance Assessment"** means an assessment levied by the Association against a particular Parcel to cover the cost of exterior maintenance performed by the Association on a particular Parcel due to Parcel having been maintained in a substandard manner, as determined by the Board of Directors, as further set forth in Section 7.7.

**Section 1.8 "Homeowners Association Act"** shall mean Chapter 720, Florida Statutes (2023).

**Section 1.9 "Immediate Family"** means the spouse, child(ren), parent(s),

grandparent(s), grandchild(ren), sibling(s), step-parent(s), step-child(ren), step-grandchild(ren) of an Owner or Tenant, as applicable.

**Section 1.10 "Improvement"** means all structures or artificially created conditions and appurtenances thereto of every type and kind located within the Property, including, but not limited to, buildings, structures, fixtures, fences, walls, berms, retaining walls, swimming pools, tennis courts, screen enclosures, sewers, drains, disposal systems, decorative buildings, landscaping, trees, shrubs and other plantings, landscape devices or objects, lighting fixtures, walkways and/or pathways, recreation areas and/or facilities, parking areas, fountains, driveways, underground foots and other foundation supports, stairs, decks, poles, antennae, satellite dishes, swings, gym sets and/or other plays structures, trampolines, covered patios, screen enclosures, screening, basketball courts, backboards and hoops, signs, site and perimeter walls, gazebos, benches, and mailboxes.

**Section 1.11 "Indian Spring"** shall mean and refer to the real property described in Exhibit "A" attached to the Original Declaration of Maintenance Covenants, together with any additions made pursuant to Article II, Section 1 hereof.

**Section 1.12 "Lien for Charges"** means a lien which is recorded to secure a charge. A lien for charges shall be levied when the Association must perform work on behalf of a Parcel Owner which would ordinarily be the Parcel Owner's responsibility or work necessitated by the negligent or intentional actions of the Parcel Owner, his or her tenants or the Parcel Owner or tenant's, family members, guests, visitors, invitees or licensees which cause damage or destruction to the Common Areas. Such charges shall become a lien for charges against said Parcel with the same force and effect as if the charge was part of the Common Expense. Said lien shall be collectible from the Parcel Owner in the same manner, including through foreclosure of the lien, as any other unpaid assessment for Common Expenses as provided elsewhere in this Declaration and the Homeowners Association Act, as either is amended from time to time. Such lien shall also secure interest and late fees at the highest rates allowed by law as amended from time to time, costs and attorney's fees.

**Section 1.13 "Master Plan"** shall mean and refer to that certain land use plan for Indian Spring on file with Palm Beach County, Florida, pursuant to its Planned Unit Development Ordinance.

**Section 1.14 "Member"** means a Member of the Association. All Owners of Parcels are Members.

**Section 1.15 "Owner"** shall mean and refer to the record fee simple title holder(s), whether one or more persons, of a Parcel. Notwithstanding any other provision of this Declaration, the Articles, or the Bylaws, subsequent to the date of recording of this Amendment, no Parcel, or interest therein, may be held or otherwise titled in the name of a corporation, limited liability company, partnership, association, or other entity, except (i) in the name of a trust or family entity created for bona fide estate planning purposes only; or (ii) in the name of the Association, a Sub-Association, or an Institutional First Mortgagee, as applicable, obtaining title to a Parcel by foreclosure, or deed in lieu thereof, of its assessment lien or mortgage, as applicable.

**Section 1.16 "Parcel"** shall mean and refer to any platted subdivision lot including, but not limited to, any individual home site, any large platted tract of land that is larger than a single family dwelling lot, and any condominium unit, together with its interest in the common elements appurtenant thereto, in any condominium on the property described in Exhibit "A" attached to the Original Declaration of Maintenance Covenants.

**Section 1.17 "Property"** shall mean and refer to all properties platted as Indian Spring and described in this Declaration including all exhibits to the original Declaration which are incorporated herein by reference.

**Section 1.18 "Sub-Association"** shall mean and refer to a Florida corporation, not-for-profit, which may be formed by a Developer of a particular tract of real estate in Indian Spring, for the purposes of making available to the Owners of lands in such particular tract certain recreational facilities and Common Areas. The term includes both Homeowners' Associations, pursuant to Chapter 720, Florida

Statutes, and Condominium Associations, pursuant to Chapter 718, Florida Statutes.

**Section 1.19** “Total Common Area” shall mean and refer to all the real property in Indian Spring conveyed or committed by Developers to the Association or to a Sub-Association for the exclusive or non-exclusive use of Owners. The term “Common Area” shall mean some portion of the Total Common Area.

## **ARTICLE II HOUSING FOR OLDER PERSONS**

**Section 2.1** Indian Spring is intended as housing for older persons. Accordingly, the Members of the Association wish to operate as housing for older persons as that term is used and defined in the applicable Federal and State Fair Housing laws. Accordingly, all Parcels shall be held for occupancy by persons fifty-five (55) years of age or older, subject to the exceptions noted below, and no permanent occupancy by persons under the age of eighteen (18) shall be permitted. The term occupancy shall have the meaning ascribed in the applicable Federal and State Fair Housing laws and the rules promulgated pursuant thereto. No occupancy shall be permitted by individuals between the ages of eighteen (18) and fifty-four (54), inclusive, unless the Parcel is also occupied by at least one person fifty-five (55) years of age or older. Persons under eighteen (18) years of age may visit and occupy a Parcel as a guest, but no Parcel may be occupied by persons under eighteen (18) years of age for more than thirty (30) days cumulatively for all such visits in a calendar year. Accordingly, the Board shall not approve any proposed transfer to persons who do not intend to hold the Parcel out for occupancy by persons fifty-five (55) years of age and older or to persons who intend to occupy the Parcel without at least one occupant over the age of fifty-five (55). The Board may permit sales where the title holders will not include at least one person fifty-five (55) years of age or older on the condition that all purchasers verify in writing in a form acceptable to the Association that they intend to hold the Parcel out for occupancy by persons fifty-five (55) years of age or older or intend to occupy the Parcel with at least one person fifty-five (55) years of age or older in occupancy with them at all times. The only exceptions where occupancy by persons between the ages of eighteen (18) and fifty-four (54), inclusive, will be permitted without at least one person fifty-five (55) years of age or older are the surviving spouse of a deceased member if the surviving spouse is between eighteen (18) years of age and fifty-four (54) years of age, inclusive, and the surviving children of a deceased member if surviving children are between eighteen (18) years of age and fifty-four (54) years of age, inclusive. The foregoing exceptions will only be permitted if the resulting occupancy levels will remain at least eighty (80%) percent as provided below or as required by applicable law.

**Section 2.2** The Board of Directors shall establish policies and procedures for the purpose of assuring that the Board implements the intent of this provision in connection with the screening of sales, leases and all other transfers pursuant to this Declaration and for the purpose of assuring that all of the occupied Parcels in Indian Spring operated by the Association are occupied by at least one person fifty-five (55) years of age or older as provided above. The Board of Directors shall take all reasonable steps to insure that the community's status as housing for older persons is preserved and protected. A census will be conducted as often as and in the manner required by applicable law.

**Section 2.3** For each Parcel that is non-Owner occupied as of the date of recording this Amendment, the Owner(s) of such Parcel shall, within thirty (30) days of the recording of this Amendment, submit written notice to the Association providing the name and age of each such occupant. All changes of occupants of a Parcel are subject to the provisions of Article IX. A person is deemed an “occupant” of a Parcel upon occupying such Parcel for more than thirty (30) cumulative days in a calendar year. No person may occupy a Parcel if such occupancy violates any provision of this Declaration.

## **ARTICLE III ARCHITECTURAL GUIDELINES**

**Section 3.1** The Association, either through its Board of Directors or the Architectural Committee, if one has been created, has the authority to review all plans and specifications for the location, size, type, color, materials and appearance of any structure or other improvement on any Parcel and may enforce standards for external appearance of any structure or improvement located on any

Parcel as such standards are stated herein or in separately published guidelines and standards as may be created and amended by the Board of Directors from time to time.

**Section 3.2 Necessity of Architectural Review and Approval.** No Improvement or a material change to any existing Improvement of any kind shall be commenced, erected, placed or maintained upon any Parcel, nor shall any addition, change or alteration therein, thereon, or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved, in writing, by the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, which may be created through separately published guidelines approved by the Board of Directors from time to time, and which by reference are made a part hereof as if fully set forth herein verbatim and as the same may from time to time be amended. The Association is also empowered, through the Board of Directors, to adopt architectural planning criteria which may address, without limitation, the process for the submission and approval of plans, the process for appeal of any Architectural Review Board decision, the establishment of requirements for security deposits, requirements for Owner contractors, inspections, and additional specific architectural requirements in addition to the requirements of this Declaration.

**Section 3.3 Architectural Review.** The architectural review and control functions of the Association shall be administered and performed by the Board of Directors or by an Architectural Review Board as may be appointed by the Board from time to time (the "ARB"), which shall consist of at least two (2) members, or such additional members as determined by the Board of Directors from time to time, who need not be members of the Association. All members of the ARB shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors. A meeting of the ARB shall be called if requested by a Parcel Owner who wishes to install an Improvement on his or her Parcel, or such other times as the ARB may reasonably determine is necessary upon providing public notice of such meeting at least forty-eight (48) hours in advance of the meeting. The architectural review outlined by Article III of the Declaration shall take place only after the Sub-Association responsible for the Parcel has reviewed the proposed Improvement and granted its approval. The Parcel Owner will then be required to obtain the secondary approval of the Indian Spring Master Association. If the Sub-Association responsible for the Parcel disapproves the proposed Improvement in its entirety, the ARB shall have no obligation to review the proposed Improvement. If there is no Sub-Association for a Parcel seeking to install an Improvement, the approval of the ARB will be required before work is permitted to commence.

**Section 3.4 Powers and Duties of the ARB.** The ARB shall have the following powers and duties:

**3.4.1** To require submission to the ARB of two (2) complete sets of all plans and specifications for any Improvement or structure of any kind, as outlined below. The ARB may also require submission of samples of building materials proposed for use on any Parcel, and may require such additional information as reasonably may be necessary for the ARB to evaluate completely the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria. All plans and specifications for the Improvements must be in accordance with all applicable governmental building codes. The plot plans must be approved, in writing, by the ARB, prior to the commencement of any work on the Improvements. If approved, each Improvement shall be placed on the premises only in accordance with the plans and specifications and plot plans so approved. The Board of Directors or the ARB with the Board's approval may determine the forms, fees, and information required to submit a request and may publish those guidelines separately from time to time. Owners of newly constructed homes or condominium units within Indian Spring, built subsequent to the recording of this amendment, shall become members of the Association upon taking title to the home or condominium unit.

Disapproval of plans and specifications by the ARB may be based upon any ground, including purely aesthetic grounds, which, in the sole and discretion of the ARB shall seem sufficient. No alteration, except for normal and usual maintenance, in the exterior appearance of the building or structures shall be made without approval of the ARB. No previously approved building or structure shall be used for any purpose other than that for which it was originally designated. No building or other

structures shall be allowed to remain on a Parcel which violates any of the covenants or restrictions herein contained.

**3.4.2** To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. After the Board approves the modification or amendment, notice of any modification or amendment to the Architectural Planning Criteria, including a copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

**3.4.3** To require submission to the ARB of two (2) complete sets of all plans and specifications for any Improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, lighting fixture or other Improvement, the construction, erection, performance or placement of which is proposed upon any Parcel in Indian Spring, and two (2) complete sets of the drainage plan, tree survey, color plan and materials designation plan for such Improvement or structure. The ARB may also require submission of samples of building materials proposed for use on any Parcel, and may require such additional information as reasonably may be necessary for the ARB to evaluate completely the proposed structure or Improvement in accordance with this Declaration and the Architectural Planning Criteria.

**3.4.4** To approve or disapprove any Improvements or structure of any kind, as outlined, without limitation in Article 3.4.3, above which is proposed upon any Parcel in Indian Spring and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon including, without limitation, any change of color(s), or material(s), size or location. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall be final and not subject to further review.

**3.4.5** The Board of Directors may, from time to time, adopt a schedule of fees for processing requests for ARB approval of proposed Improvements. Such fees, if any, shall be payable to the Association at the time that plans and specifications are submitted to the ARB.

**3.4.6** If a Sub-Association has architectural approval requirements, the Parcel Owners are required to obtain the approval of both the Association and the Sub-Association.

**3.4.7** While the ARB may make recommendations to the Board they have no authority to either approve or disapprove of modifications, Improvements, or changes to the Common Areas approved by a majority of the Board of Directors of the Association.

**3.4.8** Additional guidelines are found in Article 10.1.10 of this Declaration and the sections which follow.

#### **ARTICLE IV PROPERTY RIGHTS**

**4.1 Title to Common Areas.** Any future improvements of Indian Spring shall be in accordance with the Master Plan and shall at all times be bound by the covenants and restrictions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations, as all of the foregoing may be amended from time to time.

**4.2 Owners' Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Total Common Area which right shall be appurtenant to and shall pass with the title to every Parcel, subject to the following:



4.2.1 the right of the Association (in accordance with its Articles of Incorporation and By-Laws), to borrow money for the purpose of improving the Common Areas which it owns and in aid thereof to mortgage said properties;

4.2.2 the right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosures;

4.2.3 the right of the Association to dedicate or transfer title to all or any part of the Common Areas which it owns or to grant easements upon, over, across, through and/or under any portion of the Property known as Indian Spring to any public agency, authority, or utility;

4.2.4 all provisions of this Declaration, the Articles of Incorporation and By-laws of the Association;

4.2.5 rules and regulations governing use and enjoyment of the Common Areas which it owns as may be adopted by the Association from time to time;

4.2.6 restrictions, easements and other matters contained on any and all plats of the lands constituting Indian Spring;

4.2.7 the exclusive right to use Exclusive Common Areas which may be held by Owners of particular Parcels;

4.2.8 obligations and restrictions imposed by governmental entity.

#### **ARTICLE V DELEGATION OF MASTER RESPONSIBILITIES**

The functions, duties, responsibilities, and powers of the Association, as to a particular Parcel or Parcels, may be delegated by the Association in whole or in part to and assumed by a Sub-Association owning the Common Areas or Exclusive Common Areas serving and benefiting such particular Parcel or Parcels at any time after such latter organizations are formed, provided only that the proper performance of such functions, duties, responsibilities and powers shall be a continuing condition and requirement for the efficacy of such delegation and assumption. The delegation of such responsibilities may be modified in whole or in part or revoked by the Board of Directors of the Association at its sole discretion.

#### **ARTICLE VI SPECIAL TAXING DISTRICT**

The Association covenants and agrees, and each Owner, including any purchaser at a judicial sale, shall be deemed to covenant and agree, in the event the Association shall cease to exist and its functions, duties, responsibilities, and powers have not been assumed by a municipality or by a Sub-Association, to the creation of a Special Taxing District by Palm Beach County to cover the costs of the maintenance and operation of the streets, street lights, canals and such other costs as the County shall determine.

#### **ARTICLE VII COVENANTS FOR MAINTENANCE ASSESSMENTS**

**Section 7.1 Creation of the Lien and Personal Obligation for the Assessments.** Every Owner, including any purchaser at a judicial sale, shall be deemed to covenant and agree as follows:

7.1.1 To pay to the Association: (1) the portion of annual assessments attributable to every Parcel owned by such Owner, (2) the portion of any special assessments for capital improvements, major repair, or other purposes, attributable to every Parcel owned by such Owner, and (3) any Exterior Maintenance Assessments attributable to every Parcel owned by such Owner. Such assessments shall be fixed, established, and collected from time to time as hereinafter provided.

**7.1.2** No Owner may avoid or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Association Property or by the abandonment of the Parcel.

**7.1.3** Fully developed subdivision lots or condominium units shall be subject to a lien for such assessments in the same manner as other Parcels. A subdivision lot shall be deemed to be fully developed when all Required Improvements (as set forth in the "Subdivision and Platting Regulations of Palm Beach County, Florida") have been completed, or provided for by the posting of appropriate security with the County of Palm Beach, for the subdivision in which said lot is located and a condominium unit shall be deemed to be fully developed when a Certificate of Occupancy for the building in which said Unit is located has been issued by the appropriate governmental authority.

**7.1.4 Purpose of Assessments.** The annual assessment, which may include funds for special improvement projects and for capital improvements, shall be determined on a yearly basis by the Board of Directors of the Association and shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners, for providing improvement and maintenance of the Common Areas, including but not limited to, the cost of taxes, insurance, security, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it. The Association is not responsible for maintenance of the Exclusive Common Areas.

**Section 7.3** An Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all assessments and other charges coming due while that person is the Owner. Except as provided in Section 7.9 below, the Owner shall also be jointly and severally liable with the previous Owner for all unpaid assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the Owner. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Parcel and proceed in the same manner as provided herein and in the Homeowners Association Act, as amended from time to time, for the collection of unpaid assessments.

**Section 7.4** Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Homeowners Association Act on assessments and installments thereof not paid when due. All partial payments upon account shall be applied in the manner prescribed in the Homeowners Association Act. The Association has a lien on each Parcel to secure the payment of assessments. The lien is effective from and shall relate back to the earliest date permitted by the Homeowners Association Act. All claims of lien must state the description of the Parcel, the name of the record owner, the name and address of the Association, the amount due and the due dates and must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, which are due at the time a claim of lien is recorded, as well as all regular and special assessments or liens for charges which may be levied or which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and attorneys' fees incurred by the Association incident to the collection and foreclosure process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association may purchase the parcel at the foreclosure sale and hold, lease, mortgage, or convey the parcel. The Association is entitled to recover its reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Association, upon default in the payment of assessments as aforesaid, the Association may declare the assessment installments for the remainder of the fiscal year in which a claim of lien has been filed to be accelerated, as provided in Section 7.13 below.

**Section 7.5** An Institutional First Mortgagee acquiring title to a Parcel as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership. In addition, the Institutional First Mortgagee is liable for the share of common expenses or assessments or other charges imposed by the Association pertaining to such Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the Institutional First Mortgagee's liability is limited to the maximum amount set forth in the Homeowners Association Act, as amended from time to time. If any unpaid share of Common Expenses or assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Owners, including such acquirer, and such acquirer's successors and assigns.

**Section 7.6** **Special Assessments.** Special assessments for capital improvements, repairs or other purposes may be levied by the Board of Directors of the Association from time to time and shall be payable in such manner as may be determined by the Board of Directors.

**Section 7.7** **Exterior Maintenance Assessments.** In addition to maintenance upon the Common Areas, the Association may provide exterior maintenance upon any Parcel or upon any structure on any Parcel which in the Association's opinion requires such maintenance because said Parcel or structure is being maintained in a substandard manner, as determined by the Board of Directors, for a community within Indian Spring. The Association shall notify the Owner of said Parcel in writing, and shall notify the Sub-Association, if any, formed in connection with the development of the tract of real estate in which said Parcel is located in writing, delivered to an officer thereof, specifying the nature of the condition to be corrected, and if the Owner has not corrected same within thirty (30) days after the date of said notice, the Association may, but is not obligated to, correct such condition. Said maintenance shall include but not be limited to painting, repairs, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Notwithstanding any provision to the contrary in this Declaration, when a Parcel is abandoned, after one attempt at notification of the Parcel owner via certified mail, the Association may, but is not obligated, to take steps to maintain any portion of the Parcel, including but not limited to the exterior and interior of the Parcel when the Sub-Association, if one exists for that Parcel, has failed to take such action. Whenever the Association is permitted or required by this Declaration to enter the boundaries of any Parcel or the interior of any structure on any Parcel for the purpose of correction, repair, cleaning, clearing, moving, or any other required or permitted activity, such entrance shall not be deemed a trespass.

**7.7.1** For the purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Parcel or exterior of any living unit or other structures or improvements located on Indian Spring at reasonable hours on any day except Saturday and Sunday, except in an emergency.

**7.7.2** The cost of such exterior maintenance shall be assessed against the Parcel upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment. Any such special assessment or charge shall be a lien for charges upon the Parcel and an obligation of the Owner and shall become due and payable in all respects together with interest and late fees at the highest amounts permitted by law, as amended from time to time, attorneys' fees and costs of collection as provided for other assessments of the Association. This lien shall be foreclosable in the same manner as all other liens for assessments and special assessments.

**Section 7.8** **Apportionment of Assessments.** With the exception of the Exterior Maintenance Assessments against a particular Parcel, the annual assessments and the special assessments provided for herein shall be apportioned among all Parcels not exempt (pursuant to the provisions of Section 7.10) from such assessments by a formula whereby (a) each Parcel which is a condominium unit shall be apportioned eight (8) shares, (b) each Parcel which contains less than ten thousand square feet of land shall be apportioned nine (9) shares, and (c) each Parcel which contains ten thousand or more square feet of land shall be apportioned ten (10) shares. Notwithstanding the foregoing,

the cost of maintenance of Exclusive Common Area which are for the exclusive use of the Owners of particular Parcels shall be assessed only against the Owners of such particular Parcels and such assessment shall be a lien only upon such particular Parcels.

**Section 7.9 General Provisions.** The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Parcel for each assessment period at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

**7.9.1** The due date of any special assessment or Exterior Maintenance Assessment thereof shall be fixed in the resolution authorizing such assessment.

**7.9.2** The Association shall upon demand, and for such charge as it may determine from time to time, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth the status of assessments against the Parcel owned by such Owner. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 7.10 Exempt Property.** The following property subject to this Declaration shall be exempted from all assessments and liens created herein: (a) any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas as defined in this Declaration; (c) all properties exempted from ad valorem taxation by the laws of State of Florida, to the extent agreed to by the Association. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

**7.10.1** The following property subject to this Declaration shall be exempt from the annual assessments and special assessments, and from the liens created therefor, but shall not be exempt from any Exterior Maintenance Assessment or lien therefor: (a) any Parcel improved for non-residential use including, but not limited to, any parcel improved as a golf course or other recreational facility; (b) any land or improvements thereto constituting the Common Elements (as such term is defined in Chapter 718, Florida Statutes, as amended from time to time) which are appurtenant to condominium units which, as Parcels, are subject to a lien for assessments.

**Section 7.11 Delegation to a Sub-Association.** Subject to and pursuant to other restrictions which may be imposed by this Declaration or applicable law, the powers, rights and duties set forth in this Article VII may, with respect to certain Parcels, be delegated to and assumed by the Sub-Association which owns or operates the Common Areas or Common Elements serving and benefitting such certain Parcels.

**Section 7.12** The Association is hereby granted a lien against any rents derived from the Parcel which shall have the same priority as the Association's lien for unpaid assessments against the Parcel as further outlined in Section 7.15 of this Declaration. Except to the extent limited by the Homeowners Association Act, the lien on any rentals derived from the Parcel shall be enforceable by the delivery of written notice to the owner and the tenant demanding the payment of the rents, provided, however, that no such demand may be made unless and until the Owner is delinquent in the payment of any assessment or other monetary obligation due and payable to the Association by the Owner under this Declaration.

**Section 7.13** If an Owner shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessment upon notice to the Owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice.

**Section 7.14** Any funds due and payable by the Association to an Owner under this Declaration of Maintenance Covenants, the Articles of Incorporation or the By-Laws, or under the Homeowners Association Act, shall be subject to a right of set-off for any amounts due and owing to the Association by the Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Homeowners Association Act.

**Section 7.15 Collection of Assessments from Rents Paid by Tenants.** Notwithstanding any other provision in this Declaration to the contrary, the Association has the authority to collect tenant rents being paid to Owners of Parcels who are delinquent in their payment of Association assessments or any other monetary obligation. However, it is recognized that the Sub-Association where an Owner who is delinquent in the payment of any monetary obligation resides may also have a provision in its documents to collect tenant rents paid to Owners who are delinquent in their payments of assessments. Accordingly, if the Sub-Association's documents permit it to collect rents from tenants of delinquent Owners, then any rents collected by the Association under this provision first shall be shared equally with the Sub-Association, provided, however, the Sub-Association's documents have a reciprocal provision allowing for equal sharing of any such rents collected by it with the Association. If no such reciprocal provision exists, the rents shall first be applied to the delinquent assessments owed to the Association. Any monies remaining first shall be paid over to the Sub-Association to the extent the Parcel Owner still owes money to it, and then, if any monies are still remaining, to the Owner. The Association Board of Directors shall have the power to implement this section by establishing rules and regulations, if necessary, to carry out the intent of this provision.

**Section 7.16 Working Capital Contribution.**

A. Upon the conveyance of each and every Parcel (as that term is defined in Section 1.15 herein), except as noted below, the purchaser(s)/Owner(s) shall pay to the Indian Spring Master Association at closing a onetime, non-refundable sum not to exceed two and one-half (2-1/2) times the Quarterly maintenance fee assessment chargeable to said Parcel by the Indian Spring Master Association, as a working capital contribution ("Contribution") to the Association, such sum to be determined by the Association Board of Directors from time to time. The Contribution shall not be considered an advance payment of assessments but shall be in addition thereto, and it shall be placed in a working capital fund so that the Association will have funds available for proper Association common expenses, operating expenses, or reserves, as determined by the Board of Directors from time to time.

B. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title of a Parcel by deed or other means of title conveyance with or without valuable consideration, including but not limited to a transfer of possession and beneficial ownership by means of agreement for deed, operation of law, and inheritance, except as noted below.

C. Notwithstanding the foregoing, the following conveyances shall be exempt from payment of the working capital contribution:

(a) an intra-family conveyance made by an Owner to one or more members of his or her Immediate Family;

(b) any conveyance between one co-Owner to another co-Owner of the same Parcel. Such co-Owner shall be required to have been a co-Owner, with his or her name recorded on the title to the Parcel, as recorded in the Public Records of Palm Beach County, Florida, for at least six (6) months prior to such conveyance;

(c) any conveyance to a trustee or the Owner's spouse or from a trustee to a resident owner or the Owner's Immediate Family member without a change in occupancy for estate planning or tax purposes; and

(d) any conveyance of title to the Association, a Sub-Association, or an Institutional Mortgagee acquiring title by foreclosure or deed in lieu of foreclosure. In addition, where a Sub-Association, by virtue of its governing documents, already collects a working capital contribution or similar charge upon the closing of a Parcel, The Indian Spring Master Association shall still be able to collect its separate working capital contribution at closing.

**ARTICLE VIII  
GENERAL PROVISIONS**

**Section 8.1 Duration.** The covenants and conditions of this Declaration shall run with and bind the land herein defined as Indian Spring and inure to the benefit the Association, the Owners, Mortgagees and their respective legal representatives, heirs, successors and assigns for an original term expiring on March 29, 2051 after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless at least one (1) year prior to the termination of the original term or any such ten (10) year extension thereof there is recorded amongst the Public Records of Palm Beach County, Florida, an instrument (the "Termination Instrument") signed by at least two-thirds (2/3) of all the Owners and at least two-thirds (2/3) of all Mortgagees holding mortgages encumbering Parcels (on the basis of one vote for each mortgage) agreeing to terminate this Declaration, upon which event, this Declaration shall be terminated upon the expiration of the original term or the ten (10) year extension thereof during which the Termination Instrument is recorded.

**Section 8.2 Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person(s) who appears as a Member or Owner on the records of the Association at the time of such mailing. If the Parcel owned by a Member or Owner to whom notice is required to be sent is in a tract of real estate under the jurisdiction of a Sub-Association, then a copy of said notice shall be sent to such Sub-Association.

**Section 8.3 Enforcement.** Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver by any party of the right to do so thereafter. The non-prevailing party in any enforcement action shall pay reasonable attorneys' fees and costs at all trial, appellate and bankruptcy levels to the prevailing party.

**Section 8.4 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

**Section 8.5 Subdivision Use Restrictions.** Subdivision use restrictions may be filed in connection with any plat of all or any part of Indian Spring provided same do not conflict with the provisions hereof.

**Section 8.6 Effective Date.** This Declaration shall become effective upon recordation of this Declaration in the Public Records of Palm Beach County, Florida.

## **ARTICLE IX CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS**

In order to ensure the community of congenial residents and thus protect the value of the Parcel, the sale, leasing, rental, and transfer of Parcels by any Owner shall be subject to the following provisions:

**Section 9.1 Transfers Subject To Approval.** If there exists a Sub-Association, such Sub-Association shall be responsible for screening and approving prospective sales and leases in accordance with their governing documents and in accordance with applicable law. The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void. Any occupant of a Parcel that fails to meet and comply with the requirements of Article IX of this Declaration shall be deemed, without limitation, trespassing and must immediately vacate the premises.

**9.1.1** All sales of Parcels except judicial sales conducted pursuant to a judgment of foreclosure held by an Institutional First Mortgagee encumbering a Parcel or public sales conducted by the Palm Beach County Tax Collector resulting from the failure to pay real property taxes.

**9.1.2** All leases of Parcels, including all renewals and extensions of such leases, which may be conditioned upon the posting of a security deposit not to exceed one month's rent.

**9.1.3** All transfers by gift, devise or inheritance to persons other than to Immediate Family members.

**9.1.4** Any other transfer of title to or possession of a Parcel.

**Section 9.2 Notice to Association.** Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer provided together with (i) a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, a copy of the proposed lease in the case of a lease, a copy of a proposed personal representative's deed and letters of administration in the event of a transfer by devise; (ii) an application fee in the amount of Two Hundred Fifty Dollars (\$250.00) per applicant (married spouses will be considered a single applicant), or such greater amount as determined by the Board of Directors from time to time, to be used for the purposes of the intended transfer, including, but not limited to, performing background checks and credit checks of the proposed transferee(s) and any other intended occupants of the Parcel; (iii) a copy of any other documentation and information pertaining to a proposed transfer subject to approval hereunder and/or the proposed transferee(s) and any other intended occupants of the Parcel, which the Association may reasonably require; and (iv) completed applications on forms prescribed by the Association. The Board of Directors may require a personal interview with the proposed transferee(s) and any other intended occupants of the Parcel. As this is a Housing for Older Persons Community, proof of age shall also be required of all prospective occupants in the manner outlined for obtaining such information found in applicable Federal and State laws, as either is amended from time to time. The Association has the authority but not the obligation to conduct background investigations on prospective purchasers, tenants and Parcel Occupants, pursuant to the requirements of the Fair Credit Reporting Act, as amended from time to time, including but not limited to financial and criminal background investigations.

**Section 9.3 Association's Election.** Within thirty (30) days of receipt of the last of the information required pursuant to Section 9.2 above, the Association must either approve or disapprove the transfer. Failure on the part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed transfer.

**9.3.1 Approval.** In the event the Association approves the transfer, in the case of a lease, the Association shall notify the transferor and transferee of its approval in writing. In the case of all other transfers, the Association shall deliver to the transferor or the transferor's designee an executed certificate of approval, approving the transfer, executed by an authorized representative of the Association.

**9.3.2 Disapproval.** In the event the Board of Directors disapproves a proposed sale or transfer by gift, devise or inheritance, unless good cause exists, as defined below, the Association must, within thirty (30) days of receipt of the last of the information provided pursuant to Section 9.2 hereof, provide the Owner with an executed contract from the Association or another person or persons acceptable to the Association, which contract must provide for the purchase of the Parcel on the same terms as were set forth in the original proposed contract for sale, which contract must provide for a closing date within thirty (30) days from the date it is delivered to the owner by the Association or, if the conveyance or transfer was a gift, devise or other transfer without consideration, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the Parcel Owner does not agree with the appraisal, the owner may select and pay for another appraisal and the purchase price shall be the average of the two appraisals. If the Association does not respond to the application within thirty (30) days, as set forth above, or the substitute purchaser provided by the Association does not close within thirty (30) days, as set forth above, the original transaction shall be deemed approved and the Parcel Owner may proceed to closing and shall be entitled to a Certificate of Approval as described in Section 9.3.1 above.

**9.3.3** If good cause exists for the Association to disapprove a proposed sale, conveyance or transfer, the Association shall not be obligated to purchase or provide a substitute purchaser for the Parcel or assume any liability for a denial of such proposed sale, conveyance or transfer. Good cause shall be defined to include the following:

**9.3.3.1** The person seeking approval (which shall include all proposed occupants) ("applicant") fails to qualify for membership or occupancy in the Association, including, but not limited to, those applicants who fail to qualify for membership or occupancy because of the restrictions on use, occupancy or ownership set forth in this Declaration including but not limited to the restrictions imposed by Article II of this Declaration, the Bylaws, the Articles, and/or the Rules and Regulations, as same may be amended from time to time; or

**9.3.3.2** The person seeking approval (which shall include all proposed occupants) has been convicted of a felony within the last ten (10) years or a felony at any time which involved violence to persons or property; or a felony at any time where the victim was a minor; or a felony or first degree misdemeanor within the last five (5) years where such person was convicted of the illegal manufacture or distribution of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802); or

**9.3.3.3** The person(s) seeking approval (which shall include all proposed occupants) is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or

**9.3.3.4** The Owner allows the person(s) seeking approval (which shall include all proposed occupants) to take possession of the Parcel prior to approval by the Association as provided for herein; or

**9.3.3.5** The person(s) seeking approval (which shall include all proposed occupants) has a history of violating the Association's governing documents, or a history of disruptive behavior or disregard for the rights and property of others as evidenced by her or his conduct in this Community or any other association or community, whether as a lessee, guest, owner or occupant of a Parcel or of a unit within any such other association or community; or

**9.3.3.6** The person(s) seeking approval (which shall include all proposed occupants) failed to provide the information, fees or appearance required pursuant hereto; or

**9.3.3.7** The person(s) seeking approval (which shall include all proposed occupants) misrepresents or includes any false information on any of the application materials submitted to the Association; or

**9.3.3.8** The person(s) seeking approval (which shall include all proposed occupants) has a record of financial irresponsibility, including but not limited to, prior bankruptcies, foreclosures, evictions, bad debts, charge offs, a poor credit rating, and/or a FICO credit score of less than 650; or has a history of non-payment of assessments or other financial obligations to this or any other association or community; or is otherwise demonstrated to be a clear financial risk to the Association or does not have adequate financial resources available to meet her/his obligations to the Association.

**9.3.4 Lease.** In the event the Board of Directors disapproves a lease, the lease shall not be made and the proposed lessee shall not take occupancy of the Parcel.

**9.3.4.1** No Owner who purchases a Parcel or otherwise acquires title to a Parcel shall be entitled to lease his or her Parcel until such Owner has owned the Parcel for a period of twelve (12) months, which twelve (12) month period shall commence upon the date title was acquired.

For purposes of this Section, where an Owner acquires title to a Parcel and there is an existing tenant residing in the Parcel under a lease agreement with the previous owner, such tenant shall be allowed to reside for the remainder of the lease term but must leave the property upon the end of the then-existing lease agreement. The twelve (12) month restriction on renting the Parcel will then commence upon the termination of any such existing lease agreement in place at the time the Owner acquires title to the Parcel.

The twelve (12) month restriction on leasing shall not apply to the Association or a Sub-Association, in the event the Association or Sub-Association, as applicable, takes title to a Parcel as a result of foreclosure,



deed in lieu of foreclosure or otherwise. Further, the twelve (12) month restriction herein on leasing shall not apply where an institutional mortgagee has taken title to a Parcel as a result of a foreclosure or deed in lieu of foreclosure.

Additionally, this twelve (12) month restriction on leasing shall not apply where title is acquired by an Immediate Family member of the Owner, or where title to the Parcel has been transferred or otherwise conveyed to a trust for bona fide estate planning purposes or pursuant to a bona fide estate planning device. In addition, such twelve (12) month restriction herein on leasing shall not apply where title is acquired by one spouse from another spouse through a judgment or decree of divorce.

**9.3.4.2** No lease will be approved unless and until all financial obligations to the Association are brought current or are satisfied, as the case may be. No lease will be approved if the Parcel, and/or the Owner thereof, is in violation of any provision of this Declaration, the Articles, the Bylaws, and/or the Rules and Regulations, which violation remains uncured at the time an application is made hereunder.

**9.3.4.3** Leases may be for no less than three (3) months or for no more than twelve (12) months. The foregoing restrictions on the duration of a lease shall apply as a default to any Parcels that do not have leasing durations imposed by the governing documents of a sub-association.

**9.3.4.4** Lease agreements must provide, and to the extent not expressly stated in the lease agreement shall be deemed to provide, that the lease shall be subject, in all respects, to the terms and provisions of this Declaration, the Articles, Bylaws and the Rules and Rules and Regulations of the Association, as same may be amended from time to time. Any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement.

**9.3.4.5** There shall be no subleasing of a Parcel, and no portion of a Parcel (other than the entire Parcel) may be rented. In addition, no transient tenancies shall be allowed, such as, but not limited to, a lease, license or other transfer or tenancy through an organization such as Air BNB, VRBO, or any other similar entity, website or organization, and it shall be considered a violation of this provision to list or post a Parcel on any such website or through any such company, agency or organization. Further, other than the Immediate Family members of the lessee, there shall be no more than two (2) occupants per bedroom at any given time, and bedrooms shall be defined as those rooms that were originally constructed as bedrooms at the time a Certificate of Occupancy was issued for the Parcel.

**9.3.4.6** Guests shall be those individuals who are not Owners, tenants, or approved occupants of a Parcel and who occupy a Parcel for a period of less than thirty (30) days cumulatively in a calendar year. Persons occupying a Parcel for a period greater than thirty (30) days cumulatively in a calendar year shall be deemed a tenant of said Parcel, regardless of the non-payment of consideration for such occupancy, and therefore, prior to the expiration of such initial thirty (30) cumulative day period when such person was considered a tenant, such person(s) must be approved by the Association in the manner set forth herein this Article IX.

**9.3.5** A Sub-Association may only permit a sale, lease or transfer of a Parcel if such sale, lease, or transfer is subsequently approved by the Association.

**9.3.6** The approval or disapproval of a prospective owner, tenant, or occupant of a Parcel shall not be construed as an acknowledgment or representation on the part of Association or its officers, directors or agents as to the legality of the lease or sales agreement or any portion thereof.

**Section 9.4 Multiple Parcel Ownership.** Notwithstanding any other provision within this Declaration, the Articles, or the Bylaws, no person(s) shall, either directly or indirectly, own more than one (1) Parcel, or any interest therein, except in the event an Owner obtains ownership interest to a second Parcel by devise or inheritance.

Provided, however, the Association has the right and authority to permit the temporary ownership of a

second Parcel by an existing Owner or Owners in good standing with the Association, subject to strict conformance with all of the following:

- (i) The purchase of a second Parcel is for the purpose of moving to a new Parcel within ISMA.
- (ii) All Owners on the deed for the second Parcel must sign a notarized affidavit affirming the purchase of the second Parcel is for the purpose of moving to a new Parcel within ISMA and the affiant(s) intend to sell and otherwise fully divest title to the first Parcel within the timeframe required by ISMA in connection herewith.
- (iii) The Owner(s) must execute a sale, transfer, or other conveyance and change of title on the existing Parcel no later than six (6) months following the closing date on the newly acquired Parcel (the "Transfer Deadline"). For purposes hereof, the phrase "sale, transfer or other conveyance" means any method that changes legal and equitable ownership of the Parcel; leasing or any other form of mere change in occupancy of the Parcel is expressly excluded from the meaning of such phrase. Any other occupancy of the former Parcel in lieu of transfer of title is strictly prohibited. Any sale, transfer or other conveyance must comply with requirements in the Declaration and Rules & Regulations. The Parcel must be listed for sale under reasonable Fair Market Value, as determined by the Current Market Analysis Report completed by the Owner's (or Owners') listing agent ("C.M.A. Report").
- (iv) The Owner(s) must, within ten (10) days following the Transfer Deadline, provide to the Association written proof of transfer of title using a "Transfer of Title form" promulgated by the Board from time to time.
- (v) The Owner(s) may, no less than thirty (30) days prior to the Transfer Deadline, request a one-time six (6) month extension of the Transfer Deadline, using a "Request for Extension of Title Transfer form" promulgated by the Board from time to time. In order for the Board to consider such an extension request, the Owner(s) must submit a copy of the CMA Report together with the required request form. The Board may, in its sole discretion, grant such a request, as determined in the Board's sole discretion.
- (vi) The Board may, from time to time, adopt additional rules and regulations governing the conditions, requirements, and procedures of this limited exception to Section 9.4.

**Section 9.5 Ownership by Entity.** No Parcel, or interest therein, shall be sold, transferred, conveyed, or otherwise titled in the name of a corporation, limited liability company, partnership, association, or other entity, except when titled as follows: (i) in the name of a trust or family entity created for bona fide estate planning purposes only; or (ii) in the name of the Association, a Sub-Association, or an Institutional First Mortgagee, as applicable, obtaining title to a Parcel by foreclosure. Or deed in lieu of foreclosure of its assessment lien or its mortgage, as applicable.

**Section 9.6** Notwithstanding Section 9.5 hereinabove, a Parcel may be acquired in the name of a limited liability company ("LLC") for the sole and limited purpose hereof this Section 9.6, subject to and in strict conformance with all of the following requirements:

- (i) approval of such acquisition of title to the Parcel is obtained in conformance with Sections 9.2 and 9.3 hereinabove;
- (ii) the LLC does not mortgage, pledge, or otherwise encumber title to the Parcel, whether in the acquisition of title to the Parcel, the financing of renovations of the Parcel, or otherwise;
- (iii) the LLC spends at least \$50,000.00 in renovating the Parcel;
- (iv) to the extent required pursuant to Article III hereof, the LLC obtains ARB

approval for such renovation(s);

- (v) renovations on the Parcel are completed within the earlier of (a) one (1) year after the LLC's acquisition of title to the Parcel; or (b) to the extent applicable, one (1) year after the LLC's receipt of ARB approval of proposed renovation(s) to the Parcel;
- (vi) the LLC must at all times comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, including the requirement to timely pay any and all assessments as they become due and the proper maintenance of the Parcel;
- (vii) the LLC does not rent the Parcel or otherwise permit or suffer any occupancy of the Parcel;
- (viii) the LLC, upon request by the Association, permits the Association's inspection of the inside of the home or unit in order for the Association to determine whether the LLC is complying with all applicable requirements of this Section 9.6; and
- (ix) the LLC sells or otherwise transfers title to the Parcel, in conformance with Sections 9.2 and 9.3 above, upon completion of the renovation(s) to the Parcel.

The Board of Directors may, in its sole discretion, from time to time modify the requirements in this Section 9.6, either by amendment to this Section 9.6 or by corporate resolution, without the requirement of further approval of the membership. Any such amendment or corporate resolution shall become effective upon recording in the Public Records of Palm Beach County, Florida.

## **ARTICLE X RESIDENTIAL RESTRICTIONS**

**Section 10.1** Parcels, subject to these Restrictions, may be used for residential use only and for no other purposes.

**10.1.1** Nothing herein contained shall restrict the building and maintaining of a country club, including one or more golf courses, tennis courts, swimming pool, fitness center, and facilities associated therewith such as pro shops, locker rooms, dining facilities, lounge and meeting rooms.

**10.1.2** **Temporary Buildings.** No tents, trailers, vans, shacks, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on any Parcel. However, the foregoing shall not restrict or prevent the use of temporary facilities by the Association for official business or functions as may be necessary from time to time.

**10.1.3** **Trash and Garbage.** No lumber, metals, bulk materials, refuse, trash or dumpsters shall be kept, stored, or allowed to accumulate on any Parcel, except building materials during the course of construction of any structure approved in accordance with guidelines created by the Board of Directors or the Architectural Review Board.

**10.1.4** **Burial of Pipe and Tanks.** No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on any Parcel above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Parcel shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

**10.1.5** **Nuisances.** No illegal acts may be committed on the Property nor may anything be done which is or threatens to become a source of unreasonable annoyance or nuisance to residents of the Parcels. Any question with regard to the interpretation of this Section 10.1.5 shall be decided by the Association's Board of Directors, whose decision shall be final.

**10.1.6 Solicitations / Garage Sales.** No one may actively engage in any solicitations, including but not limited to the posting of signs throughout the Community and door-to-door solicitation for commercial purposes or any other purpose within Indian Spring. This prohibition on solicitation extends to the Parcels operated by the various Sub-Associations. No solicitors of any kind shall be allowed entry into Indian Spring without the prior written consent of Association's Board of Directors. No garage sales are permitted without the express written authorization of the Association's Board of Directors, which may be withheld at its sole discretion. This paragraph 10.1.6 does not apply to the Association.

**10.1.7** No weeds, underbrush, landscaping debris, or other unsightly growths shall be permitted to grow or remain upon any Parcel and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event an Owner shall fail or refuse to keep his Parcel free of weeds, underbrush, sight obstruction, or refuse piles or other unsightly growths or objects, then the Association may, but is not obligated to, enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass, except however that the Owner shall be given 30 days prior written notice of such action. The cost of such work shall become a Lien for Charges against the Parcel and Parcel Owner which may be foreclosed in the same manner as all other assessments, and special assessments as provided elsewhere in this Declaration.

**10.1.8 Parking and Vehicle Restrictions**

(A) No commercial vehicle of any kind, including, without limitation, any vehicle, including permitted vehicles, showing or displaying any commercial, charitable or institutional (e.g., church or school) markings, signs, displays or otherwise indicating a commercial or other non- personal use or a vehicle used for commercial purposes shall be parked, kept or stored in the Community, whether on a driveway or street, except for construction or service vehicles temporarily present on business. Bumper stickers on bumpers, car manufacturer names and brands, logos or symbols affixed by the manufacturer, and parking decals for communities are excluded from this prohibition as are government vehicles with marking such as police cruisers. While engaged in making deliveries or service calls, or if being utilized by Association employees, trucks and other commercial vehicles may be parked in designated areas, but not overnight.

(B) No boat, trailer, semitrailer, or house trailer of any kind, camper, mobile home, motor home, bus, truck, truck camper, or disabled, inoperative or unlicensed motor vehicle of any kind may be parked or kept in the Properties unless it is kept fully enclosed inside a structure. For purposes of this paragraph only, an open carport shall not be deemed a structure. House trailers, semitrailers, campers, buses, motor homes, mobile homes, truck campers, van, other than passenger vans (passenger vans must have windows on all body panels) and the like are permitted to be parked in the Properties for loading and unloading purposes only.

(C) Motor vehicles shall not be parked anywhere other than on paved or other areas designated for that purpose, or in garages or carports. Parking on lawns or landscaped areas is prohibited. Overnight parking on the street by any vehicles, including but not limited to automobiles, trucks or cargo vans is also prohibited. Trucks and cargo vans (vans without windows on all body panels) must be kept unless such vehicles are kept within a fully enclosed garage. The Board of Directors may from time to time, permit overnight parking in other areas other than as designated above, under special circumstances, including but not limited to when a driveway is being resealed or repainted.

(D) Motor vehicles shall not be used as a domicile or residence, either permanent or temporary.

(E) The Board may adopt supplemental Rules and Regulations from time to

time regarding parking which do not conflict with the foregoing provisions of this Article 7.17 and to interpret and enforce these provisions, including rules defining the terms used herein.

(F) No unregistered or inoperable motor vehicle shall be moved onto or kept on any Parcel and no motor vehicle or trailer of any kind may be disassembled, serviced or repaired on any Parcel in such a manner as to be visible from any point on any adjacent Parcel or the street. No unregistered or inoperable motor vehicle shall be moved onto or kept on any Parcel and no motor vehicle or trailer of any kind may be disassembled, serviced or repaired, or kept under cover on any Parcel in such a manner as to be visible from any point on an adjacent Parcel or the street.

(G) All vehicles must be parked with the front of the vehicle facing the parking stop. Backing vehicles into a parking space is prohibited.

**10.1.9 Towing.** All vehicles parked on the property contrary to the provisions contained herein or the parking rules and regulations as may be promulgated by the Board of Directors from time to time, shall be subject to being towed in accordance with Section 715.07, Florida Statutes, as amended and renumbered from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.

**10.1.10 Walls or Fences.** No wall, fence, hedge, or similar structure shall be placed, constructed, erected or permitted on any Parcel except with the express written permission of the Association.

**10.1.11 Clothes Drying Area.** Except as permitted by applicable law, no portion of any Parcel shall be used as a drying or hanging area for laundry of any kind unless such location is approved by the Architectural Committee in accordance with applicable law.

**10.1.12 Shutters, Aerials and Mailboxes.** Except as permitted by applicable law, no exterior radio, television or other antenna or aerial may be erected or maintained in Indian Spring except that a master antenna system or systems may be constructed and maintained by the Association, and except that a citizens band antenna, extending to a height of not more than forty-eight inches (48") above the highest point of the roof, may be erected and maintained on a building located on a single family lot. The use of hurricane or storm shutters shall be regulated by the various Sub-Associations in accordance with applicable law. No mailboxes shall be installed unless the mounting and type is approved by the Architectural Committee and the Sub-Association.

**10.1.13 Plan Approval.** No building or structure, wall, swimming pool, terrace or barbecue pit, or other structure or addition thereto shall be placed upon the aforesaid land or any part thereof, nor shall construction thereof commence unless and until the plans and specifications therefore, which shall be in accordance with all applicable governmental building codes, and the plot plan have been submitted to and approved in writing by the Architectural Committee. Each such building, swimming pool or other structure shall be placed on the premises only in accordance with the plans and specifications and plot plans so approved.

**10.1.14** Approval upon review of the above items will constitute a preliminary approval. Upon completion of construction documents, the Owner shall submit a landscape plan with the completed documents to the Architectural Committee. No stone, gravel or paving of any type shall be used as a lawn unless approved as a part of the landscaping plan. The final construction documents and the landscape plans constitute the documents for final review and approval.

**10.1.15** Refusal of approval of plans and specifications by the Architectural Committee may be based upon any ground, including purely aesthetic grounds, which, in the sole and absolute discretion of the Architectural Committee shall seem sufficient. No alteration, except for normal and usual maintenance, in the exterior appearance of the building or structures shall be made without approval of the Architectural Committee. No previously approved building or structure shall be used for any purpose

other than that for which it was originally designated. No building or other structure shall be allowed to remain on a Parcel which violates any of the covenants or restrictions herein contained.

**10.1.16 Plat Approval.** All plats affecting property in Indian Spring shall be submitted to and approved by the Architectural Review Board prior to submission to governmental authorities.

**10.1.17 Drainage.** No changes in elevations of property subject to these restrictions shall be made which will cause undue hardship to adjoining property.

**10.1.18 Underground Wires.** All lines or wires, for communication or for the transmission of electrical current or signals, which are not located in buildings, shall be constructed or placed and maintained underground.

**10.1.19 Animals.** Only dogs, cats, fish and birds in cages may be kept on or within the dwelling units on any Parcel. No other type of pet or animal including but not limited to horses (full sized or miniature), cattle, wildlife, swine, goats, rodents, arachnids, snakes, poultry, fowl shall be kept on any Parcel or on the Common Areas. Under no circumstances shall any commercial or business enterprise involving the use of animals be conducted on the property. The Association may, from time to time, publish and impose reasonable regulations regarding pets, including but not limited to setting forth the type and number of animals that may be kept on any Parcel. Each Sub-Association may promulgate regulations which are stricter than the provisions of this paragraph.

**10.1.20 Signs.** Except as permitted by applicable laws, no signs, billboards or advertisements of any kind, including without limitation those of Realtors, candidates for election to public office, contractors or subcontractors, shall be erected anywhere within the Community without the written consent of the Board of Directors or the Architectural Review Board, except signs used or erected by the Association, entry and directional signs installed by the Association, and signs required by law. This prohibition applies equally to signs displayed from within Parcels or from within or on motor vehicles, including but not limited to magnetic signs. Permission shall not be granted to erect a sign on any Parcel or residential dwelling, unless the sign is necessary to comply with the law or to avert serious hardship to the Owner of such Parcel or residential dwelling. If permission is granted to any person to erect a sign within the Community, the Board reserves the right to restrict size, color, lettering, placement, and duration of posting. The Board of Directors shall have the right to erect signs as it, in its discretion, deems appropriate. If any sign is erected in violation of this Section, the Association shall have the right to enter the Parcel on which the sign is located, without notice, and remove it. This entry onto the Parcel to remove a sign shall not be deemed a trespass and the taking of a sign in violation of this restriction shall not be considered a theft of the sign.

**10.1.21 Business.** Under no circumstances may any Parcel be used for any business and/or other non-residential purpose which would cause a level of noise, odor, increased vehicular and/or pedestrian traffic, debris, nuisance (as determined in the sole discretion of the Board), or other activity inconsistent with residential use.

**10.1.22 Maintenance of Parking Areas, Etc.** All setback areas, yards, walkways, driveways and parking areas shall be maintained and kept in a neat and clean condition, free of refuse and debris. None of these areas shall be of a color other than that approved by the Architectural Committee of the Board of Directors.

**10.1.23 Setback.** Minimum setbacks shall be those required by Palm Beach County.

**10.1.24 Maintenance of Landscaped Areas.** All landscaped areas shall be maintained in a live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged shall be replaced with comparable healthy plant materials by the Parcel Owner or the Sub-Association at their sole cost and expense.

**Section 10.2 Restrictions and Covenants Running With the Land.** The agreements, covenants and conditions set forth in these Restrictions shall constitute an easement and servitude in and upon said land and every part thereof and they shall run with the land and shall inure to the benefit of and

be enforceable by the Association, and any Owner. Failure to enforce any of the restrictions, covenants and conditions hereof, however long continued, shall in no event be deemed a waiver of the right to enforce as aforesaid as to any breach or violation thereof occurring prior or subsequent thereto. Failure to enforce same shall not give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

**Section 10.3 Compliance and Default.** Each Parcel Owner and every occupant, lessee, guest, agent, employee or contractor of a Parcel Owner and the Association shall be governed by and shall comply with the terms of this Declaration and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Parcel Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by Chapter 720, Florida Statutes (2023):

**10.3.1 Damage to Property.** A Parcel Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Area, the Parcel or the Parcel Owner's personal property, or to the personal property of the Association or other Parcel Owners, made necessary by his or her violation of any portion of this Declaration or by his or her negligence or intentional misconduct or by that of any tenant or the Parcel owner or tenant's family members or his or her guests, agents, employees or contractors. Any such expense advanced by the Association, together with interest, costs and attorneys' fees, shall be secured by a Lien for Charges against the Parcel enforceable in the same manner as an assessment under this Declaration and the Homeowners Association Act.

**10.3.2 Compliance.** In the event a Parcel Owner or occupant fails to comply with such Parcel Owner's obligations under any provision of this Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the Parcel Owner and the Parcel for the sums necessary to do whatever work is required to put the Parcel Owner or Parcel in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a Lien for Charges against the Parcel, enforceable in the same manner as assessments levied under this Declaration.

**10.3.3 Fines.** In the event a Parcel Owner or anyone for whom a Parcel Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Property in the manner required, the Association shall have the right to impose a fine against the Parcel Owner and the Parcel. The amount of any singular fine shall be determined by the Board of Directors of the Association but in any event shall not exceed any maximum amount permitted by the Chapter 720, Florida Statutes (2023). The Association is hereby empowered to impose a lien for unpaid fines, subject to the limitations set forth in Chapter 720, Florida Statutes (2023). Furthermore, there shall be no limitation upon the amount of a total fine which may accumulate when a violation is continuing in nature and a fine is levied for each day of the continuing violation.

**10.3.4 Suspension of Use Rights.** In the event a Parcel Owner or anyone for whom a Parcel Owner is responsible fails to comply with a provision of the Declaration, the By-laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Property in the manner required, the Association shall have the right to impose a suspension of the rights of the Parcel Owner or the Parcel Owner's family members, guests, lessees, invitees, or any other person occupying the Parcel from using any portion of the Common Area, except to the extent prohibited by Chapter 720, Florida Statutes (2023).

**10.3.5 Suspension of Voting Rights.** The Association may suspend the voting rights of the Parcel Owners for non-payment of monetary obligations to the Association to the extent and in the manner provided in Chapter 720, Florida Statutes, as the same may be amended from time to time.

**10.3.6 Costs and Attorneys' Fees.** In any proceeding arising because of an alleged failure of a Parcel Owner or the Association to comply with the requirements of Chapter 720, Florida Statutes (2023); and/or this Declaration, the By-Laws, the Articles of Incorporation of the Association, or

the rules and regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

**10.3.7 No Waiver of Rights.** The failure of the Association or any Parcel Owner to enforce any covenant, restriction or other provision of Chapter 720, Florida Statutes (2023); and/or this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

**10.3.8 Election of Remedies.** All rights, remedies and privileges granted to the Association or a Parcel Owner pursuant to any terms, provisions, covenants or conditions of the governing documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the governing documents.

## XI GENERAL PROVISIONS

**11.1 Compliance with Applicable Laws.** In addition to these restrictions and covenants, the Members shall abide by the laws, ordinances, Rules and Regulations of the State of Florida and Palm Beach County.

**11.2 Conflicts.** In the event of a conflict between any term or provision in the Association documents, unless otherwise provided by applicable law, as amended from time to time, superiority, control and priority of the terms and provisions shall be established in the following order: (1) Declaration, (2) Articles of Incorporation, (3) the Bylaws, and (4) Architectural Guidelines, and (5) Rules and Regulations.

## XII AMENDMENTS

### 12.1 Amendments to this Declaration

**12.1.1** An amendment or amendments to this Declaration of Covenants, Conditions and Restrictions may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors. The amendment or amendments proposed by the Board must be approved by an affirmative vote of not less than two-thirds (2/3rds) of the votes cast by the Members present, in person or by proxy, in order for such amendment or amendments to become effective. In lieu of a members' meeting, this Declaration may be amended by written consent in lieu of a meeting, as such requirements are provided in Chapter 617, Florida Statutes, as amended or renumbered from time to time, as long as at least the number of eligible voting interests which would constitute a quorum at a members' meeting participates in the written consent vote.

**12.1.2** The preceding sentence notwithstanding, these RESTRICTIONS may NOT be amended to provide for mandatory membership in the Indian Spring Country Club, Inc. (either for current or future residents of Indian Spring) except only, if permitted by law, by (a) an affirmative vote of the majority of the Board of Directors of the association and (b) an affirmative vote of at least sixty-five (65) percent, or such greater percentage as may be required by law, of all Indian Spring residence owners authorized to cast the vote for the unit, and (c) if required by law, an affirmative vote of all record owners of liens on the affected parcels. For the purpose of voting on this particular amendment only, each residence owner authorized to cast the vote for the unit shall be entitled individually to cast one vote only by written ballot, cast in person or by mail, for each parcel owned by him or her. Such voting shall take place at a duly called Special meeting for the purpose of effecting such amendment. Neither this sentence nor the preceding three sentences may be altered, amended, or revoked except only an affirmative vote of a majority of the Board of Directors and an affirmative vote of at least sixty-five (65) percent of all Indian Spring residence owners authorized to cast the vote of the unit.



**12.1.3** Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

**12.1.4** The Board of Directors shall be able to amend this Declaration to correct any scrivener's errors without the requirement of further approval of the membership, by filing the revised text in the Public Records of Palm Beach County, Florida.

### **XIII MISCELLANEOUS**

**13.1 Assignment.** Any or all of the rights, powers and obligations, easements and estates reserved or given to the Association may be assigned by the Association and any such assignee shall agree to assume the rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by the appropriate instrument in writing, in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Association. After such assignment, the Association shall be relieved and released of all responsibility hereunder.

**13.2 Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

**13.3 Effective Date.** This Amended and Restated Declaration of Maintenance Covenants and Amended and Restated Restrictions shall become effective upon its recordation in the public records of Palm Beach County, Florida.

EXHIBIT "A"

The East one-half of Section 34, Township 45 South, Range 42 East; the West one-half of Section 35, Township 45 South, Range 42 East; the Northeast one- quarter of Section 35, Township 45 South, Range 42 East, LESS the North 600 feet of the East 433 feet of said Section 35 and LESS all that part of the East 862.60 feet of said Section 35 lying South of the North 720 feet of said Section 35.



# Articles of Incorporation



**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
INDIAN SPRING MASTER ASSOCIATION, INC.**

(Substantial rewording of the Amended and Restated Articles of Incorporation Indian Spring Master Association, Inc., recorded in Official Records Book 26356 at Page 27, of the Public Records of Palm Beach County, Florida, incorporating (i) amendments thereto as recorded in Official Records Book 35103, Page 324, of the Public Records of Palm Beach County, Florida; and (ii) amendments approved by the members in March 2025 via written consent. Refer to such documents for current text.)

The undersigned Incorporator, by these Articles, does so for the purpose of forming a not-for-profit corporation pursuant to the laws of the State of Florida (Chapter 617, Florida Statutes), and hereby adopts the following Articles of Incorporation:

**ARTICLE I  
NAME**

The name of the Corporation shall be INDIAN SPRING MASTER ASSOCIATION, INC. For convenience, the Corporation is referred to in this instrument as the "Association" or the "Corporation," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "Bylaws."

**ARTICLE II  
DEFINITIONS**

The terms used in these Articles have the same definitions and meaning as those set forth in the Amended and Restated Declaration of Maintenance Covenants for Indian Spring ("Declaration"), and the Bylaws of the Association, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE III  
PURPOSE**

The purpose of the Association is to further the interests of the Members, including without limitation maintenance of property owned by, dedicated to or agreed to be maintained by the Association, and the protection of private property; to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as defined and set forth in that certain Declaration of Maintenance Covenants recorded in the public records of Palm Beach County, Florida, as amended from time to time, including the establishment and enforcement of payment of Assessments (both regular Assessments and Special Assessments) and defined contained therein and in the Bylaws, and to engage in such other lawful activities as may be to the mutual benefit of the Owners and their private property. In order to further the foregoing purposes, the Association shall have all of the powers outlined in these Articles.

**ARTICLE IV  
POWERS**

The powers of the Association include the following:

**4.1** General. The Association has all of the common law and statutory powers of a not-for-profit corporation under the laws of Florida, as the same may be amended or supplemented from time to time, that are not in conflict with the provisions of the Declaration of Maintenance Covenants and these Articles.

**4.2** Enumeration. The Association has all the powers and duties set forth in Chapters 617 and 720, Florida Statutes, except as may be limited by the Declaration as amended from time to time, including the powers and duties reasonably necessary to operate the Community pursuant to its Declaration, including, but not limited to, the following:

A. To levy and collect regular and special Assessments and other charges against Members and their Parcels, and to use the proceeds thereof in the exercise of its powers and duties.

B. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights, revenues or privileges of the Association wherever situated.

C. To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Community.

D. To maintain, repair, replace, reconstruct, add to, and operate the Community and other property acquired or leased by the Association for use by the Members.

E. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

F. To purchase insurance for the Community including property owned by it and insurance for the protection of the Association, its officers, directors, and Members, and such other parties as the Association may determine in the best interest of the Association.

G. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Parcels and Common Areas and for all other lawful purposes.

H. To approve or disapprove the leasing, transfer, ownership and possession of Parcels as may be provided by the Declaration.

I. To enforce by legal means the provisions of Chapter 720, Florida Statutes, the Declaration, these Articles, the By-Laws, and the rules and regulations of the Community.

J. To delegate power or powers where such is deemed in the interest of the Association and not prohibited by applicable law.

K. To transfer to a property owners association, homeowners association, or to one or more condominium associations, all of which must be within Community, such of its duties, powers and obligations as may be necessary or desirable.

L. To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association.

M. To contract for the management of the Community, and to delegate to the party with whom such contract has been entered into all or any portion of the powers and duties of the Association, except (1) those which require specific approval of the Board of Directors or the membership of the Association; (2) those which are incapable of being delegated as same may be contrary to the Declaration or the By-Laws; (3) those which are contrary to the Statutes of the State of Florida; and (4) wherein a delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible of delegation.

N. To employ personnel to perform the services required for proper operation of the Community.

O. To enter into agreements with other parties for easements or sharing arrangements or recreational facilities as the Board of Directors may deem in the best interests of the Community.

**P.** To provide, at the Board of Directors' sole and absolute discretion, community association management services to the Sub-Associations and Parcels based on criteria established by the Board from time to time.

**Q.** To either obtain a license as a community association management company pursuant to Chapter 468, Florida Statutes, as amended from time to time, or to create a separate corporate entity for the purpose of providing community association management services to the Sub-Associations and Parcels based on criteria established by the Board from time to time.

**R.** To control the specifications, architecture, design, size, color, appearance, materials used, elevation and location of, and landscaping around, all buildings of any type, including but not limited to: walls, fences, swimming pools, dune walkovers, docks and boat slips, bulk heading, antennae, sewers, drains, garbage, trash and refuse disposal systems, or other structures constructed, placed or permitted to remain on or in Indian Spring, as well as the alteration, improvement, addition or change thereto in order to preserve and maintain an integrated structural design for Indian Spring.

**S.** To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

**T.** To defend a suit on behalf of its Members or to sue on behalf of its members on matters of common interest.

**U.** In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

**4.3** Assets of the Association. All funds and the titles of all properties acquired by the Association and their proceeds are held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

**4.4** Limitation. The powers of the Association are subject to and are exercised in accordance with the provisions of the Declaration and the Bylaws.

## **ARTICLE V MEMBERS**

**5.1** Membership. The Members of the Association shall consist of all of the fee simple record Owners of Parcels approved by the Board of Directors if the Declaration permits the Board such authority. Membership is established by the acquisition of ownership of fee title to, or fee interest in, a Parcel, whether by conveyance, devise, judicial decree, or otherwise subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Palm Beach County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby, and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new Owner designated in such deed or other instrument becomes a Member of the Association, upon all of the foregoing actions, and the membership of the prior Owner of the subject Parcel is terminated.

**5.2** Assignment. The share of a Member in the funds and assets of the Association, and membership in this Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Parcel for which that share is held.

**5.3** Voting. On all matters upon which the membership is entitled to vote, the vote for each Parcel is as specified in the Bylaws. Said votes must be exercised or cast in the manner provided by the Bylaws. Notwithstanding the foregoing, Owners of Parcels that are condominium units ("Condominium Unit Owners") shall cast their votes through the representative of their Condominium Association as specified in the Bylaws.

**5.4** Meetings. The Bylaws provide for an annual meeting of Members, and can make provision for regular and special meetings of Members other than the annual meeting.

#### **ARTICLE VI TERM OF EXISTENCE**

The Association has perpetual existence.

#### **ARTICLE VII INCORPORATORS**

The names and addresses of the subscribers of the Association are as follows:

Ellis Chingos	100 East Linton Boulevard Delray Beach, Florida 33444
Budd B. Schnipple	100 East Linton Boulevard Delray Beach, Florida 33444
Virginia B. Hahne	100 East Linton Boulevard Delray Beach, Florida 33444

#### **ARTICLE VIII OFFICERS**

The affairs of the Association are administered by the officers designated in the Bylaws. The officers are elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association, and serve at the pleasure of the Board of Directors. The Bylaws can provide for the removal from office of officers, for filling vacancies and for the duties of the officers.

#### **ARTICLE IX DIRECTORS**

**9.1** Number and Qualification. The affairs of the Association are managed by a Board consisting of the composition and number of Directors determined in the manner provided in the Bylaws. All Directors must be Members of the Association or the spouse of a Member of the Association.

**9.2** Duties and Powers. All of the duties and powers of the Association existing under Chapters 617 and 720, Florida Statutes, the Declaration, these Articles and the Bylaws are exercised exclusively by the Board of Directors, its agents, contractors or employees, subject to approval by Owners only when specifically required.

**9.3** Election: Removal. Directors of the Association are elected at the annual meeting of the members in the manner provided by the Bylaws. Directors may be removed only in the manner provided in Chapter 720, Florida Statutes, as amended from time to time. Vacancies on the Board of Directors are filled in the manner provided by the Bylaws.

#### **ARTICLE X INDEMNIFICATION**

**10.1** Indemnity. To the extent permitted by law, the Association indemnifies 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 proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of, or a committee member appointed by, the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a



manner he reasonably believed to be in, or not opposed to, the interest of the Association; and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification can be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court deems proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the interest of the Association; and with respect to any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful.

**10.2 Expenses.** To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he must be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

**10.3 Approval.** Any indemnification under Section 10.1 above (unless ordered by a court) can be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.1 above. Such determination must be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the Members.

**10.4 Advances.** Expenses incurred in defending a civil or criminal action, suit or proceeding can be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it is ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article.

**10.5 Miscellaneous.** The indemnification provided by this Article is not exclusive of any other rights to which those seeking indemnification are entitled under any Bylaw, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office, and continue as to a person who has ceased to be a director, officer, employee, or agent and inure to the benefit of the heirs, executors and administrators of such a person.

## **ARTICLE XI AMENDMENTS**

Amendments to these Articles must be proposed and adopted in the following manner:

**11.1 Notice.** Notice of the subject matter of a proposed amendment must be included in the notice of any meeting at which a proposed amendment is to be considered.

**11.2 Adoption.** A resolution for the adoption of a proposed amendment can be proposed either by a majority of the Board of Directors or by not less than thirty percent (30%) of the Members of the Association. A proposed amendment must be approved by not less than two-thirds (2/3) approval of the Members present in person or by proxy at a meeting at which a quorum is established called for such purpose after due notice to the Members of the exact language of the proposed amendment or by written agreement in lieu of a meeting, as outlined in Chapter 617, Florida Statutes, as amended from time to time, where at least a quorum of the membership participates.

No Articles can be revised or amended by reference to its title or number only. Proposals to amend existing Articles must contain the full text of the Articles to be amended; new words must be inserted in

the text underlined, and words to be deleted must be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Articles of Incorporation. See Article ... for present text." Nonmaterial errors or omissions in the Articles process do not invalidate any otherwise properly promulgated amendment.

**11.3** Limitation. No amendment can make any changes in the qualifications for membership nor in the voting rights or property rights of Members.

**11.4** Recording. A copy of each amendment must be filed with and certified by the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy must be recorded in the Public Records of Palm Beach County, Florida.

**ARTICLE XII  
ADDRESS**

The principal place of business of the Corporation is 5995 Bannock Terrace, Boynton Beach, Florida 33437, but the Corporation can maintain offices and transact business in such other places within Palm Beach County, Florida, as may from time to time be designated by the Board of Directors.

**ARTICLE XIII  
REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT**

The registered agent of this Corporation is Associated Corporate Services, LLC, 6111 Broken Sound Pkwy NW #200, Boca Raton, FL 33487.

**ACCEPTANCE BY REGISTERED AGENT**

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED NON-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN ARTICLE XV OF THESE ARTICLES OF INCORPORATION, THE UNDERSIGNED HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE DISCHARGE OF HIS DUTIES.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

ASSOCIATED CORPORATE SERVICES, LLC  
(Registered Agent)

SACHS SAX CAPLAN, P.L., As Manager Member

By: \_\_\_\_\_  
Michael A. Ungerbuehler, Esq.  
For the Firm



# Association Bylaws



**THIRD AMENDED AND RESTATED BYLAWS OF  
INDIAN SPRING MASTER ASSOCIATION, INC.**

**(Substantial rewording of the Second Amended and Restated Bylaws of Indian Spring Master Association, Inc., recorded in Official Records Book 31819, Page 865, Public Records of Palm Beach County, Florida. Refer to such document for current text)**

1. **Identity.** These amended and restated Bylaws of INDIAN SPRING MASTER ASSOCIATION, INC., (hereinafter referred to as "ISMA" or the "Association"), a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of providing such services as defined in these Bylaws, the Amended and Restated Articles of Incorporation for Indian Spring Master Association, Inc. ("Articles"), the Amended and Restated Declaration of Maintenance Covenants and Amended and Restated Restrictions for Indian Spring ("Declaration"); Chapter 468 Part VIII, Florida Statutes, as may be amended from time to time; Chapter 617, Florida Statutes, as may be amended from time to time; and Chapter 720, Florida Statutes, (2023); and other purposes as may be required or desired by the Association's Board of Directors ("Association Board").

1.1 The principal office of the Association is 5995 Bannock Terrace, Boynton Beach, FL 33437, or at such other location, within Palm Beach County, Florida, as may be subsequently designated by the Association Board from time to time.

1.2 The fiscal year of the Association is October 1 through September 30, or such other twelve (12) month period as the Association Board may designate from time to time in accordance with applicable law.

1.3 The seal of the corporation bears the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

1.4 The term "Parcel" as used herein has such meaning as provided in the Amended and Restated Declaration of Maintenance Covenants and Amended and Restated Restrictions for Indian Spring, as recorded in Official Records Book 26356, Page 1, Public Records of Palm Beach County, Florida, as amended from time to time.

2. **Definitions.** All terms used herein which are defined in the Declaration are used herein with the same meanings as defined in said Declaration.

3. **Powers and Authority.**

3.1 *General.* The Association is vested with all powers permitted by and/or provided for in Chapter 468 Part VIII, Florida Statutes, as may be amended from time to time; Chapter 617, Florida Statutes, as may be amended from time to time; and Chapter 720, Florida Statutes, (2023). Such powers and authority are delegated to the Association Board and/or the Executive Committee, as defined herein, unless otherwise stated in these Bylaws, the Declaration, the Articles, or limited by statute ( Chapter 455, Florida Statutes, as may be amended from time to time; Chapter 468 Part VIII, Florida Statutes, as may be amended from time to time; Chapter 617, Florida Statutes, as may be amended from time to time; and Chapter 720, Florida Statutes (2023).

3.2 *Emergency Powers.* In the event of (i) any federal, state, or local declaration of emergency in the area encompassing the Property; or (ii) a pandemic or other event/incident whether natural, technological, or manmade which threatens the health, safety, and welfare of the Association or the Property, as determined in the reasonable discretion of the Association Board of Directors (an "Emergency"), the Association will have the following emergency powers, which will be in effect for

as long as the Emergency exists, or the state of emergency is in place, or as long as the Association Board determines is necessary for the health, safety, and welfare of the Members, and their guests, tenants, and/or invitees, and the Association:

3.2.1 Conduct Board meetings or membership meetings, in a manner as practical as possible, including via telephone, teleconference, or videoconference, with notice of the meetings and Association Board decisions provided in as practicable a manner as possible, including via publication, radio, United States mail, the internet, public service announcements, conspicuous posting on the Common Areas, or any other means the Association Board deems appropriate under the circumstances. This includes the ability to provide any and all notices, announcements, or other communications to the membership via electronic transmission or any other manner provided above.

3.2.2 Cancel and reschedule any Board meetings or Member meeting.

3.2.3 Designate assistant officers who are not directors. If the executive officer is incapacitated or unavailable, the assistant officer has the same authority as the executive officer he or she assists for as long as these emergency powers remain in effect.

3.2.4 Relocate the Association's principal office or designate an alternative principal office.

3.2.5 Enter into agreements with counties and municipalities to assist counties and municipalities with debris removal.

3.2.6 Implement a disaster plan before or immediately following the event for which these emergency powers went into effect.

3.2.7 Determine any portion of the Common Areas or amenities/facilities thereon unavailable for entry, occupancy, or use by Members, or their guests, tenants, and/or invitees to protect their health, safety, or welfare.

3.2.8 Determine whether the Common Area can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the declaration of state of emergency or other event that triggered these emergency powers to go into effect.

3.2.9 Implement rules relating to the use and operation of any of the Association's facilities, amenities, or property, including having the authority to enforce such rules through the Association's grievance or fining process, or through any other means available to the Association pursuant to the Association's governing documents or applicable law.

3.2.10 Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the governing documents, levy special assessments without a vote of the Members.

3.2.11 Notwithstanding any provision in the governing documents to the contrary, the Association Board has the power to borrow money and pledge Association assets, without the requirement for the approval of membership, only as necessary to protect the health, safety, and welfare of the Association and the Property during the course of the emergency.

3.2.12 Without Member approval, use funds in any reserve account to cover expenses incurred in direct relation to the state of emergency or other event that triggered these emergency powers; provided however, a special assessment must be levied as soon as practical to replenish such reserve funds, which will be no later than the end of the fiscal year immediately following the end of the state of emergency or other event which triggered these emergency powers.

3.2.13 Any other power granted under Section 720.316, Florida Statutes.

If, in any judicial proceeding, any portion of this Paragraph 3.2 is held to be unenforceable, it will be severed and be inoperative and will not affect the enforceability of the remainder of Article 3 and/or these Bylaws, which will remain operative and binding.

**4. Organization.** The Association is organized as a homeowners' association for all master association functions as defined in paragraph 4.1 below. The Association serves as the homeowners' association for J & J Patios and The Estates as defined in Paragraph 4.2 below. A Community Association Business ("CAB") is formed pursuant to Chapter 468 Part VIII, Florida Statutes, as amended from time to time, for the sole purpose of contracting to provide management services, as defined by Chapter 468 Part VIII, to Sub-Associations within the Indian Spring Master Association, as stated in Paragraph 4.3 below. The CAB may also provide onsite maintenance services. No less than annually, the Association may publish a Table of Organization (Exhibit 1), which will identify the roles and responsibilities of the Association Board, Executive Committee, and staff for the Association Board.

#### *4.1 Master Association*

4.1.1 The Association is organized as a master association, governing all Common Areas. It is vested with all powers and duties permitted by Chapter 617, Florida Statutes, as may be amended from time to time; and Chapter 720, Florida Statutes, (2023).

4.1.2 The Association Board is responsible for overseeing all aspects of the master association, including but not limited to: policymaking, decision-making, and oversight of such processes which may be amended from time to time by the Association Board. The Association Board may delegate to the Executive Committee such duties and responsibilities as it deems appropriate.

4.1.3 It may provide services such as are legally permitted by applicable law, the Declaration, and these Bylaws, including but not limited to security, grounds maintenance, bulk communications, and covenant enforcement.

4.1.4 From time to time, it may promulgate rules and regulations pursuant to the Declaration and these Bylaws.

#### *4.2 Homeowners' Association for J & J Patios and for The Estates*

4.2.1 The Association is organized as the governing body for two communities for which the developer formed no Sub-Association: J & J Patios and The Estates (each, a "Community"; collectively, the "Communities"). It is vested with all powers and duties permitted by Chapter 617, Florida Statutes, as may be amended from time to time; and Chapter 720, Florida Statutes, (2023).

4.2.2 The Association Board serves as the board of directors for J & J Patios and for The Estates (i.e., the "J&J Board" and "Estates Board", respectively; collectively, a "Community Board"). It may establish a committee in each community to advise on issues therein. The Association Board, serving as a Community Board, may delegate to the Executive Committee such duties and responsibilities as it deems appropriate to oversee, manage, and govern said communities.

4.2.4 The Association Board, serving as a Community Board, may promulgate rules and regulations pursuant to the Declaration and these Bylaws, specific to J & J Patios and/or The Estates, as appropriate.

#### *4.3 ISMA Community Association Business (CAB)*

4.3.1 Licensure. The CAB must maintain a license for a community association business, as required by statute. The CAB must ensure that, at all times, it complies with the requirements of Chapter 455, Florida Statutes; and Chapter 468 Part VIII, Florida Statutes.

**4.3.2 Community Association Manager.** The CAB may only employ community association managers ("CAM"s), who maintain an active license through the State of Florida. Only licensed personnel may provide services pursuant to Chapter 468.431(2), as may be amended from time to time, to Sub-Associations, to the Communities, and to the master association.

**4.3.3 Contracts.** The CAB may develop a standardized contract, which may be reviewed and approved annually by the Association attorney. The CAB will execute a contract with each Sub-Association and/or Community to which it provides services. The contract must comply with all provisions of Chapter 468 Part VIII, as may be amended from time to time, and all other applicable statutes governing contracts.

**4.3.4 Oversight.** The Executive Committee serves as the board of directors for the CAB ("CAB Board"), governing all aspects of the CAB, including but not limited to policymaking, decision-making, and oversight of such processes which may be amended from time to time, through the Association Board.

**4.3.4.1** The General Manager will provide supervision of day-to-day activities. He/she will assign staff who provide direct services.

**4.3.4.2** The General Manager must periodically, but not less than quarterly, report to the Executive Committee on Sub-Associations and/or Communities under contract.

**4.3.5 Reports to the Association Board.** The Executive Committee must report no less than annually to the Association Board on CAB activities.

## **5. Members and Voting**

**5.1 Members.** The qualifications for membership, the manner of admission to the membership, and the termination of membership are set forth in the Articles. When more than one person is a record owner of any Parcel, all such persons are Members of this Association.

### **5.2 Voting Rights.**

**5.2.1 General.** On all matters upon which the membership is entitled to vote, each Parcel is entitled to one (1) vote, to be cast as provided for herein.

**5.2.2\_Votes of non-condominium Parcels.** The Members of a Parcel that is not within a Condominium Association may cast the vote allocated to such Parcel, which may be cast in person; by absentee ballot; through electronic vote in accordance with Section 720.317, Florida Statutes (2023) ("e-vote"); by proxy; or by written consent in lieu of a meeting, as may be determined by the Association Board, unless otherwise provided for in these Bylaws.

**5.2.3 Votes of Condominium Association Parcels.** Votes for Parcels within a Condominium Association are cast representatively as provided herein. The board of directors for a Condominium Association (a "Condo Board") casts the votes for all eligible Members within such Condominium Association. The Condo Board casts such votes in person, on a form provided by the Association; by absentee ballot; through electronic vote in accordance with Section 720.317, Florida Statutes (2023) ("e-vote"); by proxy given to another director of that Condo Board; or by written consent in lieu of a meeting, as may be determined by the Association Board, unless otherwise provided for in these Bylaws.

Each director of the Condo Board casts his/her proportionate share of votes of such Condominium Association. If a Condo Board director fails or refuses to vote, the number of votes attributable to him/her will be reflected as abstentions.

By way of example, using hypothetical numbers, each director of 5-member board for a



condominium association with 100 units would cast a vote attributable to 20 units within that condominium association. If one of the directors failed or refused to vote, such condominium association would have 20 abstention votes.

**5.3 Verification of Membership.** The Association may verify the identity of Members by review of the information published in the Palm Beach County Property Appraiser's Office. In case of discrepancy, the Association may contact the Member for proof and qualification of membership.

**5.4 Suspension of Voting Rights.** The Association may suspend a Member's voting rights in the event the Member is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association, including but not limited to assessments, fines, and/or fees owed. The Association may also suspend a Member's voting rights for violations of the Declaration, the Articles, these Bylaws, or the Rules & Regulations, as any may be amended from time to time; and/or violations of Chapter 720, Florida Statutes (2023). A voting interest or consent right allocated to a Member that has been suspended by the Association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum; the number of voting interests required to conduct an election; or the number of voting interests required to approve an action under the Association's governing documents or Chapter 720, Florida Statutes (2023).

**5.5 Member's Share of Association Funds and Assets.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except upon transfer of such Member's Parcel, developed or undeveloped. This provision may not be construed to prevent or limit the Association's right, power, and authority to enter into loans as otherwise provided in the governing documents and/or by Florida law.

## **6. Member Meetings**

**6.1 Annual Meeting.** The annual meeting of the members ("Annual Meeting") will be held on such date and time, and at such location, as determined by the Association Board; provided, however, it must be held not later than thirteen (13) months after the immediately preceding Annual Meeting. The purpose of the Annual Meeting is to elect directors to the Association Board and to transact any other business authorized to be transacted by the Members. The Annual Meeting will be held in person; and, at the option of the President, Executive Committee, or Association Board, via video conferencing.

**6.1.1 Notice of Annual Meeting.** Notice of the Annual Meeting must be provided to all Members as provided herein.

**6.1.1.1** First notice of the Annual Meeting must be provided not less than sixty (60) days prior to the Annual Meeting. The notice package must include:

- Notice, stating the date, time, and place for which the meeting is called.
- Request for Candidates for the Association Board.
- Requirements to serve as a director on the Association Board
- Any other information deemed appropriate by the Association Board or Executive Committee; or required by Chapter 617, Florida Statutes, as may be amended from time to time; or required by Chapter 720, Florida Statutes (2023)

**6.1.1.2** Second notice of the Annual Meeting must be provided not less than fourteen (14) days nor more than thirty (30) days prior to the date of the Annual Meeting. The notice package must include:

- Second Notice, stating the time, date, place, and purpose for which the Annual

Meeting is called.

- Agenda for the meeting
- Candidate Information Sheet(s) (if any). To reduce costs, the Association may print or duplicate the statements of qualification or resumes on both sides of a sheet of paper and may do so in black and white.
- A ballot, an inner envelope, and an outer envelope (for those owners casting votes by absentee ballot)
- Directions to cast a ballot via e-vote (for those owners who have consented to e-vote and are e-voting)
- Any other information deemed appropriate by the Association Board or Executive Committee; required by Chapter 617, Florida Statutes, as may be amended from time to time; or required by Chapter 720, Florida Statutes (2023)

6.2 *Special Meetings*. Special meetings of the Members ("Special Members Meetings") will be held on such date and time, and at such location, as determined by the Association Board.

Special Members Meetings must be held (i) whenever called by the President, the Executive Committee, or by a majority of the Association Board ; and (ii) upon receipt of a written request or petition for a Special Members Meeting submitted by at least twenty percent (20%) of the Members.

6.2.1 The business conducted at a Special Members Meeting is limited to that stated in the notice and agenda of the meeting.

6.2.2 Notice of a Special Members Meeting must be provided no less than fourteen (14), and no more than thirty (30) days prior to the meeting.

6.2.3 The Association may hold Special Member Meetings in person, by videoconferencing, or a combination thereof.

6.3 *Notice of Members Meetings*. Notice of all meetings of the Members, whether the Annual Meeting or a Special Members Meeting, must be provided to each Member by hand delivery, by US mail, or (for those Members who have consented to notice by electronic transmission) by electronic transmission, or by any other manner complying with applicable law, at the address or email address of the Member as it appears in the Association records. It is a Member's responsibility to advise the Association of changes to address or email. If required by law, notice must also be conspicuously posted at the Property. Notice may be waived before or after meetings.

Proof of notice of all meetings of the Members will be made by affidavit executed by the person providing the notice.

6.4 *Order of Business*. The order of business at Annual Meetings, and as far as it is practical at Special Members Meetings, includes:

- i. Call to order by President
- ii. Calling of the roll and certifying of proxies
- iii. Proof of Notice of Meeting (by affidavit) or Waiver of Notice
- iv. Reading and disposal of any unapproved minutes
- v. Election of Directors (for Annual Meetings)
- vi. Other Business \*\*
- vii. Adjournment

\*\*At the option of the President, he/she may request other reports and other business.

6.5 *Quorum*. Unless otherwise provided by law or by these Bylaws, a quorum at a duly called Members' meeting consists of the presence, in person or by proxy or through e-vote thereof, of Members entitled to cast not less than thirty percent (30%) of the votes of the entire membership.

6.6 Proxies, Member Action by Written Consent, and E-Voting. Except as otherwise provided in these Bylaws & for elections of Directors, Members may cast votes in person, by proxy, by written consent, or by e-vote.

6.6.1 Proxies. A Member entitled to vote may designate a proxy, which will be valid only for the meeting designated in the proxy or any lawful adjournment thereof. All proxies must be filed with the Secretary by 9:00 am the morning before the meeting. An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile, portable document format (PDF) or equivalent reproduction of a proxy is a sufficient proxy.

6.6.2 Member Action by Written Consent. Notwithstanding anything herein to the contrary, any action required or permitted to be taken at any Annual Meeting or Special Members Meeting may be taken by written consent in lieu of a meeting, so long as at least a quorum of the Members provides votes in the form of written consents, approved by the Association attorney, and so long as the number of votes required to authorize or approve such action is obtained.

6.6.3 E-Voting: Members who provide to the Association written consent to vote electronically may vote electronically on all matters before the Members, as further provided in Section 720.317, Florida Statutes (2023).

6.7 *Number of Votes Required by Members*. The acts approved by a majority of the Members present and voting in favor, at a duly called meeting at which a quorum of Members is present, constitute the action of the Members, except when approval by a greater or lesser number is of Members is required by these Bylaws, the Declaration, the Articles, or Chapter 720, Florida Statutes (2023). Such action may be taken at a meeting where a quorum of Members is present in person and/or by proxy, or by Member written consent without a meeting as stated in Paragraph 6.6.2.

6.8 *Adjourned Meetings*. If any meeting of the Members cannot be called to order because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time to a date, time, and place certain until a quorum is present. Any business which might have been transacted at the meeting originally called may be transacted at any adjourned meeting thereof without further notice. If for any reason a new date must be fixed for reconvening the meeting after adjournment, notice of the meeting and place for reconvening the meeting must be given to the Members in the manner prescribed for meetings of the Members.

6.9 *Presiding Officer*. At meetings of the Members, the President presides; or, in the President's absence, the Vice President presides; or, in the absence of both, the directors present will designate a chairperson.

6.10 *Member Attendance and Participation*. Subject to the relevant provisions of Chapter 720, Florida Statutes (2023), Members have the right to attend all meetings of the Members. No tenants or guests are permitted to attend any meeting of the Members unless otherwise specifically approved in writing by the Association Board. Members in attendance will be entitled to speak for a maximum of three (3) minutes only as to the designated agenda items prior to a vote on such designated agenda items. All Member statements must be made in a respectful and businesslike manner. In the event a Member conducts himself/herself in a manner detrimental to the carrying on of a meeting, in the sole discretion of the chairperson, the Member may be deemed to have voluntarily abrogated such Member's right to speak for the remainder of the meeting or may be expelled from the meeting by any reasonable means which may be necessary to accomplish such

an expulsion. The Association Board may adopt such other written reasonable rules governing the frequency, duration, and other manner of Member statements as it deems appropriate.

6.11. *Recording of Meeting.* Any Member may tape-record or videotape meetings of the Members, so long as no distracting sound or light is emitted, provided that the tape-recording or videotaping device remains in the same location throughout the meeting, and only provided that the Member advises the Association Board in writing at least twenty-four (24) hours prior to the meeting that the Member intends to tape-record or videotape the meeting. Distribution or sharing of the recorded media may only be among Members of the Association. Any posting or sharing to any other site that is accessible to anyone other than a Member of the Association or to the public in general is deemed a violation of this provision and will be subject to all of the Association's legal remedies for enforcement of the Association's governing documents. The Association is not liable for the upload, email, distribution, display, or publication of an audio or video recording of any meeting.

## **7. Board of Directors.**

7.1 *Directors.* All the powers and duties of the Association, pursuant to applicable law, the Declaration, the Articles, and these Bylaws, are exercised exclusively by the Association Board, its agents, contractors, or employees, subject only to approval by Members when such is specifically and expressly required. The Association Board consists of nine (9) directors, all of whom must be a Member or Member's spouse, and must reside at their Parcel as a full-time resident. The definition of a full-time resident is one who resides in a Parcel at least 183 days out of the year. No more than two (2) Members of the same Sub-Association or Community may serve on the Association Board at a time.

7.2 *Election of Directors.* The election of directors is held at the Annual Meeting in the following manner:

7.2.1 First Notice. First notice must be provided in accordance with Paragraph 6.1.1.1 of these Bylaws.

7.2.2 Candidacy of Members. All persons desiring to be candidates for the Association Board must meet the eligibility requirements as set out in Section 720.306, Florida Statutes (2023).

7.2.2.1 Members eligible to be a candidate must give written notice, either by mail, by hand delivery, or by electronic notification to the Association indicating his/her intent to run for election to the Association Board, along with a Candidate Information Sheet, no less than forty (40) days prior to the Annual meeting and no later than 5:00 p.m. on such date.

7.2.2.2 If at any time this date falls on a weekend or legal holiday, submission of intent to be candidate must be received no later than 5:00 p.m. on the next business day.

7.2.2.3 No nominations are permitted past such date, and no nominations are permitted from the floor of the Annual Meeting at which the election is being conducted.

7.2.2.4 Late nominations or those nominations that cannot be verified as having been submitted on a timely basis will not be accepted.

7.2.2.5 A Candidate Information Sheet no larger than a single side of an eight-and-one-half inches by eleven inches (8½" by 11") sheet of paper may be submitted, provided it is received by the Association no later than forty (40) days prior to the Annual Meeting. Submissions that exceed these guidelines may be omitted from distribution to Members. The Association is not liable for the contents of the statements of qualification or resumes prepared by the candidates. Under no circumstance is the Association entitled to make any edits to a candidate's intent to run, statement of qualification, or resume.

7.2.2.6 Association staff will date-stamp all intents to run upon receipt and provide same to the Secretary or his/her designee. The Association will send an acknowledgement of the Intent to Run within five (5) days of receiving same.

7.2.3 Disqualification of Candidate. An individual will not be eligible to run or serve as a director if:

- The Member does not meet the qualifications stated in Paragraph 7.1 above.
- The Member is delinquent in the payment of any fine, fee, or other monetary obligation due to the Association as of the 40th day before the Annual Meeting.
- The Member was convicted of a felony in Florida or convicted of an offense in another jurisdiction that would be considered a felony in Florida and has not had his/her civil rights restored for at least five (5) years prior to the Annual Meeting for which he/she seeks to be a candidate.
- The Member has been charged by information or indictment for any of the crimes listed in Section 720.303(4)(a), Florida Statutes, as such statute is renumbered or amended from time to time relative to such crimes, and such charge is still pending.

7.2.4 Second Notice. Second notice must be provided in accordance with Paragraph 6.1.1.2 of these Bylaws.

7.2.5 Candidate Forum. The Association may hold a forum for all eligible candidates who have timely submitted an Intent to Run, no later than 14 days prior to or earlier than 30 days prior to the date of the Annual Meeting. The Association Board may, from time to time, promulgate rules for such forums. If the number of candidates is equal to or less than the vacancies of directors, the Association will not hold such a forum as, pursuant to Florida law, no election will be required.

7.2.6 Casting Ballots. All elections of directors are by secret absentee ballot or by secret e-vote ballot.

7.2.6.1 *Written Ballot*

- The ballot will describe the vacancies to be filled and set forth the names of all candidates in alphabetical order by surname, unless a candidate has, prior to the sending of the second notice of Annual Meeting, withdrawn his/her candidacy in writing.
- No ballot may indicate which candidates are incumbents on the Association Board.
- No write-in candidates are permitted.
- Once a ballot is appropriately completed, the completed ballot must be placed in the smaller, inner envelope, which may be marked "Ballot" and which must then be sealed. Each inner envelope must contain only one (1) completed ballot.
- If a voter is entitled to cast more than one (1) ballot, separate inner envelopes (each containing not more than one (1) ballot) may be enclosed within a single outer envelope.
- The failure to place a completed ballot within an inner envelope will invalidate the completed ballot.
- The sealed inner envelope(s) must be placed within the larger outer envelope, which may be marked "Ballot Return" and which must then be sealed. The outer envelope must provide the name of the Member, identification of the Parcel(s) being voted, and a space for the Member to place his/her signature. The Member must sign the signature line for the vote therein to be counted.
- The sealed outer envelope must then be mailed or hand delivered to the

Association, which will secure all envelopes in a safe location until the envelopes are transported to the location of the election.

- All ballots must be received by 9:00 a.m. the morning of the day before the Annual Meeting at which time balloting closes.
- Any ballot received after the close of balloting will be disregarded.
- No ballots will be accepted at the annual meeting of the Members.
- Upon receipt of a ballot by the Association, the ballot may not be rescinded or changed.

7.6.2.2 *E-Voting*. The Association Board may, from time to time, create or amend a process by which Members may vote via e-vote ballots, consistent with Section 720.317, Florida Statutes (2023).

7.2.7 Verification and Tally of Ballots. At 9:00 am on the day before the Annual Meeting, balloting closes. Upon closing of balloting, an Election Committee will verify all outer envelopes received. The Election Committee will consist of three (3) staff members selected by the Association General Manager and one (1) Member (who is not a candidate or a relative thereof) appointed by the President or Executive Committee. The Election Committee will verify against a list of eligible voters the names of the voters, the identifications of the Parcels being voted, and the signatures of the voters all as indicated on the outer envelopes timely received; and the voters will be checked off on the list of eligible voters as having voted. The Election Committee will review and verify the list of Members who electronically voted.

- If more than one (1) ballot is submitted for a Parcel, all ballots for that Parcel will be disqualified. The Election Committee will mark such ballots as "Disregarded," with the reason for disqualification.
- If a Member submitted an e-vote and a paper ballot, neither vote will count. The Committee will mark the ballots "Disregard," with the reason for such.
- Any outer envelope not signed by the eligible voter will be marked "Disregard." Any ballot contained therein will not be counted.
- Any ballot that the Committee finds questionable will be set aside. The Committee will request advice from the Association attorney, who will be the final arbiter on accepting or disregarding the ballot. The Committee will make a record of any such ballots.
- Once all outer envelopes have been verified, all inner envelopes will first be removed from the outer envelopes and then placed into a receptacle.
- Once all inner envelopes have been removed from the outer envelopes and placed into a receptacle and the outer envelopes have been gathered up and set aside, the inner envelopes will then be removed from the receptacle and opened, and the ballots therein will be removed and tallied in the presence of the Member(s) in attendance.
- All envelopes and ballots, whether disregarded or not, must be retained with the official records of the Association.
- The Elections Committee will use a tally sheet to count votes, by candidate.
- The Election Committee will download the e-vote tally and print a copy of the tally.
- The Election Committee will complete a certification, attaching the tally of votes for written ballots and for e-voting for each candidate. The certification will be signed by the Election Committee and notarized. The certificate will be presented at the Annual Meeting and maintained as part of the minutes thereof.
- Notice of the Election Committee's meeting to verify and tally ballots will be provided in the manner required for the notice of Board meetings and will be open to all Members.

7.2.8 Conduct of Election. Candidates receiving the highest plurality of votes cast will be elected as directors. There is no cumulative voting.

7.2.8.1 In order to have a valid election, there is no quorum requirement; however, at least twenty percent (20%) of the Members eligible to vote must cast a valid ballot.

7.2.8.2 At the Annual Meeting at which the election is held, the Election Committee will provide the certification of election tallies to the President or other presiding officer.

7.2.8.3 The President or other presiding officer will then read the names of the candidates who received the highest number of votes for the vacancies to be filled.

7.2.8.4 If more than two (2) candidates from the same Sub-Association or Community have received sufficient votes to be elected to the Association Board, only the two (2) candidates having the highest number of votes of the candidates from said Sub-Association or Community, as applicable, will be elected to serve as a director.

7.2.9 Election by Acclamation. If the number of candidates is equal to or fewer than the number of vacancies on the Association Board, an election will not be required, and such candidates will be considered elected at the Annual Meeting. If there are fewer candidates than vacancies, the remaining vacancies will be filled by the Association Board during its organizational meeting.

7.2.10 Runoff Election. If two (2) or more candidates receive the same number of votes which would result in one (1) or more candidates not serving or serving a lesser term, then the Association will conduct a runoff election.

7.2.10.1 The runoff election will include only those candidates who are tied.

7.2.10.2 The runoff election must be conducted not less than twenty-one (21) days, nor more than thirty (30) days, after the Annual Meeting at which the tie vote occurred and in accordance with the requirements of these Bylaws applicable to elections.

7.2.10.3 Notices and voting procedure must comply with the procedures stated herein.

7.2.10.4 Notice of the runoff election must be sent to all Members in accordance with these Bylaws within seven (7) days of the date of the Annual Meeting at which the tie vote occurred.

7.3 Term. The term of each director is three (3) years, staggered, until his/her successor is duly elected and qualified or until he/she resigns or is removed from the Association Board in the manner provided herein. As such, seats on the Association Board will be filled by an election held at an Annual Meeting, with three (3) directors elected each year.

7.4 Recall. Any director may be removed by concurrence of a majority of the votes of the entire membership pursuant to Section 720.303(10), Florida Statutes (2023). The vacancy in the Association Board so created will be filled in accordance with the provisions of Section 720.303(10), Florida Statutes (2023).

7.5 Vacancies. Except as to vacancies resulting from removal of a majority or more of the directors by recall, vacancies on the Association Board occurring between Annual Meetings may be filled by the vote of a majority of the remaining directors. Any such appointed director will serve the balance of the unexpired term and will have all the rights, privileges, duties, and obligations as a director elected at an Annual Meeting. Notwithstanding the foregoing, any vacancy that occurs within ninety (90) days prior to an Annual Meeting may, at the option of a majority of the Association Board, be filled by vote at the election for the period remaining in the unexpired term. If the vacancy is filled by election, the candidate to fill such vacancy will be the candidate who receives the highest number of votes after all other open seats on the Association Board have been filled.

*7.6 Resignation and Disqualification.* Any director may resign by submitting their written resignation to the Association, which will take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation will be effective from such date. The acceptance of a resignation is not required to make it effective. Any director will be disqualified for any manner as provided by the relevant provisions of these Bylaws and/or Chapter 720, Florida Statutes (2023).

*7.7 Organizational Meeting.* The organizational meeting of the Association Board will be held immediately following adjournment of the Annual Meeting for the purpose of electing officers and other administrative matters, including, without limitation, designating signatories on bank accounts and authorized contacts between the Association and various professionals, as determined by the Association Board. If the majority of the directors elected cannot be present at that time, or if the directors fail to perform the purposes of the organizational meeting, the organizational meeting will then be held within ten (10) days of their election to the Association Board at such date, time, and place as may be fixed by the directors at the meeting at which they were elected. The organizational meeting must be noticed in the manner required for the noticing of Board meetings.

*7.8 Certification of Directors.* All directors must be certified pursuant to Section 720.3033(1)(a), Florida Statutes, as such statutory provision is amended with respect to certification requirements of newly elected or appointed directors. Additionally, each director must, on an annual basis, comply with the director continuing education requirements of Section 720.3033(1)(a), Florida Statutes, as such statutory provision is amended with respect to director continuing education requirements. The written certification or educational certificate is valid for the uninterrupted tenure of the director and must be kept among the Association's official records for five (5) years after such director's election or appointment. Any director who does not complete the required certification and/or annual continuing education and file the written certification or educational certificate within the required timeframe is suspended from the Association Board until he/she complies with the requirement(s). The Association Board may temporarily fill the vacancy during the period of suspension.

*7.9 Board Meetings.* Board meetings are called by the President, or in the President's absence, by Vice President; and must be called by the President or Secretary at the written request of a majority of the directors. Board meetings may be held at such date, time, and place as determined, from time to time, by the President or, in his/her absence, the majority of the directors. The Association Board may hold its meetings in person, by zoom or other video communications, or a combination therein. The Association Board may promulgate rules for such meetings.

*7.10 Notice to Directors.* Notice of Board meetings must be given to each director, personally or by mail, electronic transmission, or telephone, at least three (3) days prior to the meeting. Any director may waive notice of a Board meeting before or after the meeting and that waiver will be deemed equivalent to the due receipt by said director of notice.

*7.11 Notice to Members.* Notice of Board meetings will be posted conspicuously within the Property at least forty-eight (48) hours in advance of the Board meeting, except in the event of an emergency and as otherwise required herein.

7.11.1 The official posting site is the door of the Association office.

7.11.2 The Association may also post Board meeting notices on the Association's official website in the event the Association provides same.

7.11.3 All notices must provide the date, time, and place of the Board meeting being called.



7.11.4 A notice for a Board meeting at which an assessment may be levied must include a statement that assessments will be considered and the nature of the assessments.

7.11.5 A notice of any meeting at which the Association Board will consider the following:

- Nonemergency special assessments
- amendments to the Declaration regarding Parcel use
- rules, including amendments to existing rules, regarding Parcel use
- an agenda item based on receipt of a written petition signed by at least 20% of the Members

must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously within the Property not less than fourteen (14) days prior to the Board meeting.

7.11.5.1 the person who authorized the 14-day notice must provide proof of mailing, delivering, or electronic transmission by affidavit. Such affidavit will be maintained among the official records of the Association.

7.11.5.2 Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the official records of the Association, whether before or after the holding of the meeting, will be deemed equivalent to the giving of such notice to such Member.

7.12 *Quorum and Decisions.* A quorum at Board meetings consists of a majority of the Association Board. An affirmative vote of no less than four (4) directors of the directors present at a meeting at which a quorum of the Association Board is present constitutes the acts of the Association Board, except when approval by a greater number of directors is required by applicable law, the Declaration, the Articles, or these Bylaws. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

7.13 *Adjourned Meetings.* If at any meeting of the Association Board there is less than a quorum of the Association Board present, the majority of those directors present may adjourn the meeting and direct the President to reconvene the meeting at a date, time, and place where a quorum will be present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. Notice of the date, time, and place for reconvening the meeting must be given in the manner prescribed for Board meetings.

7.14 *Presiding Officer.* The presiding officer at Board meetings is the President. In the President's absence, the Vice President presides. In the absence of both the President and the Vice President, the directors present will designate one of their number to preside.

7.15 *Order of Business.* The order of business at Board meetings is determined by the President and, to the extent applicable, may include:

- Calling of roll / establishing a quorum
- Reading and disposal of any unapproved minutes
- Reports of officers and committees
- Consent Agenda
- Other items as determined by the President.
- Unfinished business
- New business
- Adjournment

7.16 *Member Attendance and Participation.* Subject to the relevant provisions of Chapter 720, Florida Statute (2023), Members have the right to attend all Board meetings. No tenants or guests are

permitted to attend any Board meeting unless otherwise specifically approved in writing by the Executive Committee or Association Board.

7.16.1 Members in attendance at a Board meeting will be entitled to speak for a maximum of three (3) minutes only to the designated agenda items prior to the Association Board's vote on such designated agenda items and in such manner as determined by the Association Board.

7.16.2 All Member statements must be made in a respectful and businesslike manner and must be directed to the Association Board.

7.16.3 In the event a Member conducts himself/herself in a manner detrimental to the carrying on of a meeting, the President or presiding officer may, in his/her sole discretion, deem that such Member has voluntarily abrogated such Member's right to speak for the remainder of the meeting or may expel such Member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion.

7.16.4 Any Member may tape-record or videotape Board meetings, so long as no distracting sound or light is emitted, provided that the tape-recording or videotaping device remains in the same location throughout the meeting, and only provided that the Member advises the Association Board in writing at least twenty-four (24) hours prior to the meeting that the Member intends to tape-record or videotape the meeting. Distribution or sharing of the recorded media may only be among Members of the Association. Any posting or sharing to any other site that is accessible to anyone other than a Member of the Association or to the public in general is deemed a violation of this provision and will be subject to all of the Association's legal remedies for enforcement of the Association's governing documents. The Association is not liable for the upload, email, distribution, display, or publication of an audio or video recording of any meeting.

7.16.5 The Association Board may adopt other written reasonable rules governing the frequency, duration, and other manner of Member statements as it deems appropriate.

7.17 *Compensation*. Subject to the relevant provisions of Chapter 720, Florida Statute (2023), no director may receive or be entitled to any compensation for services as director, unless approved by two-thirds (2/3s) of all Members, pursuant to the procedures outlined for Member votes in these Bylaws. Notwithstanding the foregoing, any director will be entitled to reimbursement for all expenses incurred on behalf of the Association, if incurred upon the authorization of the Executive Committee or Association Board. Kickbacks, as defined in and subject to the express exceptions of Section 720.3033(3), Florida Statutes, are prohibited, and no director may solicit, offer to accept, or accept, directly or indirectly, a kickback. If the Association Board finds that a director has violated this provision, or Section 720.3033(3), Florida Statutes, the Association Board must immediately remove such director from the Association Board, thereby creating a vacancy on the Association Board that may be filled by a majority of the remaining directors.

## **8. Officers**

8.1 *Officers*. The officers of the Association are a President, a Vice President, a Treasurer, and a Secretary, all of whom must be Members and year-round residents as defined within these Bylaws. The Association Board may, from time to time, elect such other officers and designate their powers and duties as the Association Board finds to be required to manage the affairs of the Association. A person may hold more than one office, except that the President may not hold any other office. No person may sign an instrument nor perform an act in the capacity of more than one (1) office. The officers must perform the duties of such offices customarily performed by officers of like corporations, and as set forth in Chapter 617, Florida Statutes, as amended from time to time; and Chapter 720, Florida Statutes (2023), including, but not limited to, the following:

8.1.1 President. The President is the chief executive officer in the Association and has all the powers and duties that are usually vested in the office of President of a like association or corporation. The President sees that the orders and resolutions of the Association Board are carried out and signs all contracts, notes, checks, leases, and all other written instruments upon approval of the Association Board, or, as defined in these Bylaws, the Executive Committee. The President may request reports of officers and committees be provided at any meeting of the Association Board or any meeting of the Members.

8.1.2 Vice President. The Vice President exercises the powers and performs the duties of the President in the absence or disability of the President. The Vice President also assists the President, exercises such other powers, and performs such other duties as prescribed by the President, the Executive Committee, or the Association Board.

8.1.3 Secretary. The Secretary is responsible for keeping the minutes of all proceedings of the Association Board and of the Members. The Secretary attends to the serving of all notices to the Members and directors and other notices required by law. The Secretary has control of the seal of the Association and must affix it to the instruments requiring a seal when duly signed. The Secretary is responsible for keeping the records of the Association, except those of the Treasurer, and performs all other duties incidental to the office of Secretary of a like association and as may be required by the Association Board or the President.

8.1.4 Treasurer. The Treasurer is responsible for maintaining the property of the Association, including funds, securities, and evidence of indebtedness. The Treasurer is responsible for books of accounts for the Association in accordance with generally accepted accounting principles, which together with substantiating papers, must be made available to the Association Board for examination at reasonable times. The Treasurer is responsible for the development and presentation to the Association Board of an annual budget. The Treasurer oversees the submission of a financial report to the Association Board monthly and performs all other duties incidental to the office of Treasurer of a like association.

8.2 Election, Removal and Vacancies. All officers are elected annually by the Association Board at the organizational meeting of the Association Board. The Association Board may remove any officer at any Board meeting by concurrence of a majority of all the directors. Any officer may resign by submitting their written resignation to the Association, which will take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation will be effective from such date. The acceptance of a resignation is not required to make it effective. Any officer will be disqualified for any manner as provided by the relevant provisions of Chapter 720, Florida Statutes (2023). Any vacancy created by the removal, resignation, or disqualification of an officer will be filled by the vote of a majority of the directors.

8.3 Compensation. Subject to the relevant provisions of Chapter 720, Florida Statutes (2023), officers may not receive any compensation directly from the Association for the performance of his/her duties as an officer. Kickbacks, as defined in and subject to the express exceptions of Section 720.3033(3), Florida Statutes, are prohibited, and no officer may solicit, offer to accept, or accept, directly or indirectly, a kickback. If the Association Board finds that an officer has violated this provision, or Section 720.3033(3), Florida Statutes, the Association Board must immediately remove such officer from her/his officer position.

## **9. Committees**

9.1 Committees. The President, the Executive Committee, or a majority of the Association Board may, from time to time, create one (1) or more committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Association Board may deem

advisable, subject to any limitations on directors' rights to delegate authority as may exist under law. Unless otherwise determined by the Association Board or required by law, each committee may consist of two (2) or more Members as determined by the Association Board. Except as otherwise provided in these Bylaws, the President may appoint the Chair of every committee, subject to confirmation by the Association Board. The President may designate a director as liaison to every non-standing committee on which no director serves. The Association Board must create all non-standing committees by resolution. The resolution must specify responsibilities, duties, and limitations. Unless otherwise stated herein, committees must submit reports, as appropriate, through the President to the Association Board prior to the monthly Board meeting. Unless otherwise stated herein, committees must submit an annual report to the President by a date to be determined by the Association Board. The President may request such reports prior to the Annual Meeting, to be used in planning Association Board objectives.

9.2 *Standing Committees*. The standing committees of the Association include:

- Architectural Review Board (ARB)
- Executive Committee
- Compliance Committee
- CERT Committee
- Legal Committee
- Presidents' Council

Each standing committee consists of a chair and two (2) or more Members, except for the Executive Committee, the Legal Committee, and the Presidents' Council.

9.2.1. The President or Executive Committee will appoint Members to each standing committee by April 1st each year, subject to Association Board approval.

9.2.2. The Executive Committee may appoint additional and/or replacement Members to Standing Committees from time to time, subject to the provisions of Paragraph 9.2.1.

9.2.2 Members appointed to a standing committee serve at the pleasure of the Executive Committee.

9.3 *ARB*. The Association Board serves as the ARB and has the duties and functions as described in the Declaration. The Association Board may delegate to the President or his/her designee the approval of routine architectural requests. However, each Sub-Association must approve routine architectural requests prior to submission to the Association. ARB review for the Communities is handled by the Association Board, acting in its ARB capacity.

9.4 *Executive Committee*. The Executive Committee consists of the President, Vice President, Secretary, and Treasurer. The President serves as the Chair of the Executive Committee. The Executive Committee may meet at the pleasure of the President, but no less often than monthly. A quorum of the Executive Committee is no less than three (3) officers.

9.4.1. The Executive Assistant to the Association Board staffs the Executive Committee on a regular basis.

9.4.2. The Association's General Manager must attend all Executive Committee meetings, unless expressly excused.

9.4.3. When necessary, the Director of Security, the Maintenance Director, the Association Managers, the Office Manager, and other staff, may, at the request of the President, attend Executive Committee meetings.

9.4.4. Except for functions identified in Chapter 617, Florida Statutes or Chapter 720, Florida Statutes (2023), or designated in the Bylaws, as a responsibility of the President, the Treasurer, the Secretary, or the Association Board, any action by the Executive Committee requires the approval of a majority of the Executive Committee.

9.4.5. The President, on behalf of the Executive Committee, may periodically report to the Association Board, in writing or at meetings, on recommendations and actions it has taken. Actions taken by the Executive Committee take effective immediately and continue in force, unless the Association Board, at its next regular meeting, votes to amend said decision by a supermajority of the Association Board (to wit: at least two-thirds of the entire Association Board). The responsibilities of the Executive Committee include, but are not limited to the following:

9.4.5.1 Serves as the CAB Board CAB. The Executive Committee will establish objectives and standards for the CAB. It may oversee the establishment of policies for the CAB and its staff after review by or with advice and input of the Association Attorney, the General Manager, and the Executive Assistant to the Association Board. The Executive Committee must report no less than annually to the Association Board regarding CAB activities.

9.4.5.2 Assists the President in establishing the agenda for Association Board meetings and with day-to-day operations and decision-making, unless otherwise stated in the Declaration, the Articles, these Bylaws, the rules and regulations, or resolutions of the Association Board.

9.4.5.3 Acts for the Association Board in an emergency, as declared by the President, and during any period in which the Association Board does not meet.

9.4.5.4. Reviews financials, as appropriate, and approves funding as allocated in the budget after review by or with advice and input of the Treasurer.

9.4.5.5 Approves funding items which:

- exceed the budget line item by 10% or less
- are unbudgeted routine operating expenses less than \$10,000
- will be funded by reserves and have prior Association Board approval
- are extraordinary emergency costs

The Executive Committee must report these items to the Association Board at the Association Board's next meeting or in writing.

9.4.5.6 Reviews and make recommendations to the Association Board upon submission from staff for funding items which exceed the budget line item by more than 10% that(i) are not in the operating budget, (ii) will be funded from reserves but do not have Association Board approval, or (iii) are extraordinary non-emergency costs.

9.4.5.7 Interprets Association Board policy for Association management after review by or with advice and input as necessary from the Association Attorney.

9.4.5.8 Oversees the establishment of internal policies for the Association, for the Communities, and for the CAB after review by or with advice and input of the General Manager, Executive Assistant, and/or Association Attorney.

9.4.5.9 Reviews and approves draft resolutions, policies, and procedures, after review by or with advice and input of the General Manager, Executive Assistant, and/or Association Attorney.

9.4.5.10 Develops strategies for implementation of resolutions and actions adopted by the Association Board.

9.4.5.11 Reviews recommendations from the General Manager, Executive Assistant to the Association Board and other key staff and develop strategies for implementation, for presentation to the Association Board, and/or for Association Board approval when necessary.

9.4.5.12 Reviews and approves modifications of the Association's governing documents after review by or with advice and input of the Association Attorney and prior to submission to the Association Board for approval.

9.4.5.13 Oversees other committees' activities, unless specifically assigned by resolution to another officer by the Association Board.

9.4.5.14 Fulfills any other responsibilities as may be assigned, from time to time, by the President, or as requested by the General Manager, subject to ratification and approval by the Association Board, as stated in Paragraph 9.4.5.

9.5 *Compliance Committee*. The Compliance Committee determines whether to confirm or reject a fine or use right suspension levied by the Association Board, or as the Association Board has otherwise delegated, in accordance with the Declaration, these Bylaws, and Section 720.305, Florida Statutes (2023).

9.5.1 Composition and Appointment. The Compliance Committee consists of three (3) to five (5) Members appointed by the President and confirmed by the Association Board.

9.5.1.1 Committee members may not be officers, directors, or employees of the Association; or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association. In the event a Compliance Committee member becomes an officer, director, or employee of the Association; or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association, he or she will be deemed to have automatically abandoned his or her seat on the Compliance Committee.

9.5.1.2 The President may appoint a Chair and a Vice Chair from among the Compliance Committee members.

9.5.1.3 Each member of the Compliance Committee must reside in a different Sub-Association.

9.5.1.4 Compliance Committee members may not be delinquent in any monetary obligation due to the Association; be in violation of any provisions of the Declaration, the Articles, these Bylaws, or the Association's rules and regulations; or be in violation of any requirement of Chapter 720, Florida Statutes (2023) (collectively, "Good Standing"). In the event that any Compliance Committee member does not remain in Good Standing, he or she will be presumed to have abandoned his or her position on the Compliance Committee and will not be reappointed until ninety (90) consecutive days after he or she has resumed and maintained Good Standing status.

9.5.2 Fine and Suspension Schedule. The Association Board may, from time to time and in its sole discretion, adopt, publish, and amend, as part of the Association's rules and regulations, a schedule of fines and use right suspensions for violations of the Declaration, the Articles, these Bylaws, and the Association's rules and regulations (the "Fining Schedule").

9.5.2.1 All fines and use rights suspensions are deemed levied against a Member, and/or Member's Lessee, occupant, guest, licensee, or invitee, as applicable, in accordance with the Fining Schedule, for any violation of the Declaration, the Articles, these Bylaws, and the Association's rules and regulations.

9.5.2.2 To the extent any violation of the foregoing is not set forth in the Fining Schedule, the Association Board may levy a fine and/or use right suspension for such violation at a properly noticed Board meeting.

9.5.2.3 A fine for a one-time violation may exceed One Hundred Dollars (\$100.00).

9.5.2.4 A fine for a continuing violation may exceed One Hundred Dollars (\$100.00) per day for each day the violation continues until it is cured, with a single notice and opportunity for hearing.

9.5.2.5 A fine, whether for a one-time violation or for a continuing violation, may exceed One Thousand Dollars (\$1,000.00).

9.5.2.6 Any fine that exceeds One Thousand Dollars (\$1,000.00) may become a lien against a Parcel in accordance with Paragraph 10.3.3 of the Declaration.

9.5.2.7 A use right suspension does not apply to that portion of the Common Area used to provide access or utility services to the Parcel and may not prohibit a Member or Lessee of a Parcel from having vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park.

9.5.2.8 A use right suspension does not apply to that portion of the Common Area used to provide telephone service, internet services, or security services to the Parcel and may not prohibit a Member or Lessee of a Parcel from having access to health and security services necessary for the Member's or Lessee's, as applicable, health and safety. Upon making a claim that a use rights suspension prohibits a Member or Lessee from having access necessary for health and safety, the Compliance Committee may request the Member or Lessee provide evidence to support such claim in order to allow the Compliance Committee to determine whether to confirm or reject such levied use right suspension.

9.5.3 Enforcement Procedures. Association staff may, from time to time, develop procedures for enforcement of violations of the Declaration, the Articles, these Bylaws, and the Association rules and regulations for review and approval by the Association Board. In the event the Association Board will not meet, and a procedure must be passed for timely enforcement, the Executive Committee may approve said procedures on an interim basis and, in such event, the Executive Committee must then submit the interim procedures for Association Board review and approval at the Association Board's next meeting.

9.5.4 Hearings. The Compliance Committee must hold hearings no less than monthly. The Compliance Committee may establish a regular schedule of such monthly hearings to be held on a consistent day and time in coordination with staff.

9.5.4.1 If there are no violations to be heard, the Chair of the Compliance Committee may cancel that month's hearing.

9.5.4.2 No director may attend the hearings, unless said director is before the Compliance Committee because he/she has allegedly violated the Declaration, the Articles, these Bylaws, or the Association's rules and regulations.

9.5.4.3 The Association will provide staff to support the Compliance Committee's activities.

9.5.4.4 The Association must advise all Members who have received violation notices of their right to appear before the Compliance Committee and include the date of the next hearing. Notwithstanding, Members must be given no less than fourteen (14) days' notice of said hearing.

9.5.4.5 A Member is not required to attend the hearing in order for the Compliance Committee to decide as to the fine and/or use right suspension levied against the Member.

9.5.4.6 The Compliance Committee will review each fine and use right suspension levied by the Association Board. The Compliance Committee may not change the fine or use right suspension levied by the Association Board. If the Compliance Committee, by majority vote, does not approve a proposed fine or use right suspension, the proposed fine or use right suspension may not be imposed. If the proposed fine and/or use right suspension is approved by the Compliance Committee, the fine and/or use right suspension may be imposed.

9.5.4.7 Notice of imposition of the fine and/or use right suspension must be mailed or hand delivered to the Member, or the Member's Lessee, occupant, guest, licensee, or invitee, as applicable, within the timeframes established by Section 720.305, Florida Statutes (2023), as such statute may be amended with respect to procedural requirements of the timing of delivery of such notice.

9.5.4.8 A use right suspension is effective immediately upon receipt of the notice of imposition (provided, however, in no event may the effective date be deemed to begin later than five (5) days after the date such notice was provided).

9.5.5 Committee Report. The Chair of the Compliance Committee may provide the Association Board with a report on its activities at each Association Board meeting. In the Chair's absence, the Vice Chair may provide said report. If no Association Board meeting is scheduled, the report may be provided in writing to the Executive Committee.

9.5.6 Annual Review. In January of each year, the Compliance Committee must review all of the violations, fines, and use right suspensions for the prior year, and prepare a report to the Association Board with its recommendations, if any, for changes to use restrictions, rules, fines, and use right suspensions. Said report must be reviewed by the Executive Committee before the Annual Meeting. The Executive Committee must make recommendations on necessary actions at the Association Board's March meeting.

9.6 *ISMA CERT Committee*. The Community Emergency Response Team ("CERT") program educates volunteers about disaster preparedness for the hazards that may occur where they live. The CERT program is a locally implemented initiative that teaches volunteers within communities how to better prepare themselves for hazards that may affect their communities. Local CERT programs train and organize teams of volunteers to assist their families, neighbors, co-workers, and other community members during emergencies when professional responders may not be immediately available to provide assistance.

9.6.1 Mission Statement. The primary goal of the ISMA CERT Committee is to provide immediate assistance to the community during emergencies, alleviating pressure on professional responders by performing basic life-saving actions until professional help arrives.

9.6.2 Vision. The vision of the ISMA CERT Committee is to be a well-trained and organized volunteer force, with volunteers from all ISMA Sub-Associations and the Communities, which is recognized as a valuable asset to all of ISMA during emergencies. The guiding principles of the ISMA CERT Committee are teamwork, accountability, community service, and safety.

9.6.4 Membership Requirements: Qualifications needed to become an ISMA CERT Committee member include residing in a Sub-Association or Community; physical ability to perform required activities; willingness to undergo required training; maintaining CERT certification(s) if applicable; and following all ISMA CERT "rules of engagement."



9.6.5 Training Curriculum. The ISMA CERT Committee may periodically create training materials and conduct training with its volunteers.

9.6.6 Team Structure. The ISMA CERT Committee chair, in coordination with staff, may publish an organizational hierarchy of the ISMA CERT Committee no later than April 1st of each year.

9.6.7 Activation Procedures. The ISMA CERT Committee will be mobilized during an emergency, including communication channels, reporting procedures, and response protocols.

9.6.8 Operational Guidelines. The standards and procedures that ISMA CERT Committee members must follow during emergency response, include safety protocols, incident command system integration, and coordination with professional responders.

9.6.9 Liability and Insurance. The Association may provide the ISMA CERT Committee with insurance liability coverage and requirements to which they must adhere during emergency response training and activities.

9.6.10 Regular Reviews and Updates. The ISMA CERT Committee Mission, Vision, and procedures may be periodically reviewed and updated to reflect changes in local hazards, training standards, and community needs.

9.6.11 Alignment with Local Emergency Management Plan. The ISMA CERT Committee charter by design and implementation is aligned with the local PBC emergency management plan to ensure seamless integration and coordinated response during a disaster.

9.7 Legal Committee. The Executive Committee serves as the Legal Committee. The Legal Committee oversees all legal issues for the Association. The Legal Committee must consult with the Association's attorney(s) and preserve attorney-client privilege during the resolution of any legal issues.

9.7.1 The Legal Committee reviews and works to resolve all legal issues that may arise. This may include, but is not limited to:

9.7.1.1 Investigation of complaints, determination of potential solutions, and initiating solutions, as it deems appropriate.

9.7.1.2 Engage in presuit mediation and litigation if the matter is not resolved through presuit mediation or is not subject to presuit mediation.

9.7.1.3 Review and/or provide its advice and input for any proposed changes to the Declaration, the Articles, these Bylaws, and the Association's rules and regulations.

9.7.2 The President serves as the primary contact with the Association's attorney(s). The President may delegate this responsibility to another Officer, the General Manager and/or Executive Assistant, on routine and/or designated issues.

9.7.3 The Executive Committee may appoint a subcommittee of the Legal Committee for specific issues as it deems appropriate, which must report to the Executive Committee.

9.7.4 Unless otherwise determined by the Executive Committee, all collection matters of the Association are the responsibility of the General Manager or his/her designee. The General Manager must report monthly on all collection issues to the Executive Committee and to the Association Board. The Legal Committee must consult with the Association's attorney(s) and preserve attorney-client privilege during the resolution of any collection legal issues.

9.8 Presidents Council. The Presidents Council consists of the President of the Association, the presidents of all Sub-Associations, a representative of J & J Patio, and a representative of The Estates. If a Sub-Association's president is unavailable, he/she may appoint another director for that Sub-

Association to attend. The Association President chairs the Council. The Council has the following responsibilities:

9.8.1 Serve as an advisory committee to the Association Board

9.8.2 Assist the Association in coordinating community-wide projects and activities

The Council meets as determined by the President or by the Association Board.

*9.9 Meetings of Committees.*

9.9.1 Meetings of any committee that has been delegated authority to make a final decision regarding the expenditure of Association funds, enact a fine or otherwise enforce a use restriction or rule, or as defined by statute, with the exception of the Executive Committee, are subjected to procedural requirements applicable to Board meetings as set forth in these Bylaws.

9.9.2 All other committees are not subject to the procedural requirements applicable to Board meetings and may only be so subject at the discretion of the Executive Committee or Association Board.

9.9.3 If there is a dispute between the Executive Committee or Association Board and a committee as to whether the committee meeting should be subject to the procedural requirements applicable to Board meetings, the Executive Committee or Association Board decision is final.

**10. Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declaration are supplemented by the following provisions:

10.1 *Fiscal Year.* The fiscal year of the Association is October 1 through September 30, or such other twelve (12) month period as the Association Board may designate from time to time in accordance with applicable law.

10.1.1 The CAB is governed by the same fiscal year as the Association.

10.1.2 J & J Patio and The Estates are governed by the same fiscal year as the Association.

10.2 *Accounts.* The depository of the Association must be such bank or banks, or other depositories as designated from time to time by the Association Board and in which the monies of the Association are deposited.

10.2.1 Withdrawals and expenditures of monies from those accounts may be only be authorized by such persons as are designated by the Association Board; provided; however, that all withdrawals and expenditures must be authorized by at least two (2) designated signatories.

10.2.2 The receipts and expenditures of the Association must be accredited and charged to accounts under such classifications as the Association Board deems appropriate to facilitate orderly accounting procedures.

10.2.3 *Sub-Associations.* The CAB must segregate accounts for each Sub-Association, as well as the Communities. The CAB must establish accounting procedures and classifications which apply to all Sub-Associations and to the Communities.

10.2.3.1 The depository of each Sub-Association, and both of the Communities, must be such bank or banks or other depositories as designated from time to time by the Sub-Association Board (or, in the case of a Community, by the Association Board acting as a Community Board) and in which the monies of the Sub-Association or Community must be deposited.

10.2.3.2 Withdrawals and expenditures of monies from those accounts may be only be authorized by such persons as are designated by the Sub-Association Board; provided; however, that all withdrawals and expenditures must be authorized by at least two (2) designated signatories.

10.2.3.3 The receipts and expenditures of each Sub-Association or Community must be accredited and charged to accounts under such classifications as the CAB establishes to facilitate orderly accounting procedures.

10.3 *Annual Budgeting: Master Association.* The Treasurer must, with the Association's General Manager and staff, prepare an annual ISMA budget for the coming fiscal year no later than three (3) months prior to the beginning of the next fiscal year.

10.3.1 The budget must include three (3) sections:

10.3.1.1 Operating and reserve revenues and expenses for all Association responsibilities as defined in the Declaration and these Bylaws.

10.3.1.2 Revenues and expenses for any capital budget items anticipated for the coming fiscal year.

10.3.3 Reserve schedule. This includes all deferred maintenance and capital items required by statute, if any, or adopted by the Association Board or by the Members.

10.3.2 The Treasurer must present the proposed annual budget for review and approval by the Executive Committee. After review and approval by the Executive Committee, the Treasurer must submit the proposed annual budget for review and approval by the Association Board.

10.3.3 The Association must send to all Members by mail, delivery, or electronic transmission the proposed annual budget no less than fourteen (14) calendar days before the meeting at which the Association Board intends to approve the annual budget.

10.3.4 The Association Board must approve the annual budget for the coming fiscal year no later than August 31st of each year.

10.3.5 In the event an annual budget is not timely adopted by the Association Board, the assessments payable will continue to be the same as the assessments payable for the previous fiscal year until an annual budget is adopted by the Association Board.

10.3.6 Notice of annual assessments, as such amount is determined by the annual budget, will be provided to each Member in accordance with the relevant provisions of the Declaration. The amount required from each Member to meet the annual assessments will be due after the mailing to the Members concerned of a statement for the annual assessment coming due setting forth the amount due and, if collectible in installments, the amount of such installments.

10.3.7 If the Treasurer and/or Association staff find that expenses will not meet anticipated expenses, the Association Board may amend the annual budget and may adjust assessments for the balance of the fiscal year in sufficient amount to meet the anticipated expense, in accordance with the procedures herein.

10.4.8 Alternatively, the Treasurer and/or Association staff may recommend that the Association Board enact one or more special assessments to meet unmet routine, capital, or deferred maintenance requirements. Notice of a Board meeting to levy such an assessment must comply with Paragraph 7.11.5 of these Bylaws.

10.4 *Annual Budgeting: J & Patio/The Estates.* The Treasurer must, with the Association's General Manager and staff, prepare supplemental budgets for J & J Patio and The Estates for the coming fiscal year no later than two (2) months prior to the beginning of the next fiscal year.

10.4.1 Each such supplemental budget must include three (3) sections:

10.4.1.1 Operating and reserve revenues and expenses, respectively, for J & J Patio and The Estates responsibilities as defined in the Declaration and these Bylaws.

10.4.1.2 Revenues and expenses for any capital budget items anticipated for the coming fiscal year for J & J Patio and The Estates, respectively.

10.4.1.3 Reserve schedule. This includes all deferred maintenance and capital items required by statute, if any, or adopted by the Association Board, acting as the Community Board for such Community, or by the Members of such Community.

10.4.2 The Treasurer must present the proposed supplemental budget for each of J & J Patio and The Estates as an attachment to the Association budget, for review and approval by the Executive Committee. After review and approval by the Executive Committee, the Treasurer must submit the proposed supplement budget for each Community for review and approval by the Association Board, as provided in Paragraph 10.3.

10.4.3 In the event an annual budget or a proposed supplemental budget is not timely adopted by the Association Board, the assessments payable will continue to be the same as the assessments payable for the previous fiscal year until an annual budget is adopted by the Association Board.

10.4.4 Notice of annual assessments, as such amount is determined by the annual and supplemental budgets, must be provided to each Member of J & J Patio and The Estates, respectively, as calculated by the Treasurer and staff. The amount required from each such Member to meet the annual and supplemental assessments for each respective Community will be due after the mailing to the Members concerned of a statement for the annual and supplemental assessment coming due setting forth the amount due and, if collectible in installments, the amount of such installments.

10.4.5 If the Treasurer and/or Association staff find that revenues will not meet anticipated expenses for J & J Patio and/or The Estates, respectively, the Association Board, acting as the Community Board for such Community, may amend the annual supplemental budget for such Community and may adjust the supplemental assessments for the balance of the fiscal year to meet the anticipated expense for such Community, in accordance with the procedures herein.

10.4.6 Alternatively, the Treasurer and/or Association staff may recommend that the Association Board, acting as the Community Board for such Community, enact one or more special assessments to meet unmet routine, capital, or deferred maintenance requirements for such Community. Notice of such a meeting to levy such an assessment must comply with Paragraph 7.11.5 of these Bylaws.

10.5 *Annual Budgeting: CAB.* The Treasurer must, with the Association's General Manager and staff, prepare a supplemental budget which delineates the proposed revenues and expenses of the CAB in the provision of services to Sub-Associations and/or Communities under contract for the next fiscal year. The Treasurer must attach this supplemental budget to the proposed annual budget.

10.5.1 The proposed CAB budget must include three (3) sections.

10.5.1.1 Operating and reserve revenues and expenses exclusively for the service of Sub-Associations or Communities as defined in Paragraph 4.3, and in the Sub-Association or Community contract with the CAB.

10.5.1.2 Revenues and expenses for any capital budget items anticipated for the coming fiscal year for the CAB only, and the CAB's share of any capital budget items for the coming fiscal year.

10.5.1.3 Reserve schedule. This includes all deferred maintenance and capital items required by statute, if any, or adopted by the CAB Board or by the Members of the Sub-Association or Community, as applicable, to be used exclusively for the CAB.

10.5.2 The Treasurer must present the proposed supplemental budget for CAB as an attachment to the Association budget, for review and approval by the Executive Committee. After review and approval by the Executive Committee, the Treasurer must submit the proposed annual budget for review and approval by the Association Board, as provided in Paragraph 10.3.

10.5.3 Notice of the fees to be paid by Sub-Associations and/or Communities for CAB, as such amount is determined by the supplemental budgets, must be provided to each Sub-Association Board or Community Board, and included in the annual budget package to all applicable Association Members. The amount required from each Sub-Association or Community will be due with the monthly payment for services.

10.5.4 Sub-Association and Community budgets (revenues and expenses for Sub-Association or Community activities) will be prepared by the General Manager, staff, and boards of Sub-Associations (or, in the case of a Community, by the Association Board acting as a Community Board), independent of the Association budget, and will be governed by the Sub-Association formal documents (or, in the case of a Community, by the Association's governing documents) and applicable statutes.

#### *10.6 Financial Reports.*

10.6.1 Annual financial reports must be prepared and provided to the Members in conformity with the requirements of Section 720.303(7), Florida Statutes (2023). The annual report must delineate revenues and expenses for the Association, the CAB, J & J Patio, and The Estates. The annual report must exclude revenues and expenses solely in Sub-Association or Community budgets.

10.6.2 Association staff will publish monthly financial reports, as and to the extent required by applicable statutes. Such reports must delineate revenues and expenses for the Association, the CAB, J & J Patio, and The Estates. The monthly reports must exclude revenues and expenses solely in Sub-Association or Community budgets. Once Association reports are approved by the Treasurer or his/her designee, such reports must be published on the Association website.

#### *10.7 Fidelity Coverage.*

10.7.1 Master Association. The Association must maintain insurance or a fidelity bond for all persons who control or disburse funds of the Association. The fidelity coverage must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Vice President, Secretary, Treasurer, and staff identified by Board resolution. The Association bears the cost of any such fidelity coverage.

10.7.2 CAB. The Association must maintain insurance or a fidelity bond for all persons who control or disburse funds of the CAB. The fidelity coverage must cover the maximum funds that will be in the custody of the CAB or its management agent at any one time. As used in this Paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Vice President, Secretary, Treasurer, and staff identified annually by resolution. The Association bears the cost of any such fidelity coverage.

**10.7.3 Sub-associations.** The Association requires that any Sub-Association and/or Community managed by the CAB maintain insurance or a fidelity bond for all persons who control or disburse funds of the Sub-Association or Community. The fidelity coverage must cover the maximum funds that will be in the custody of the Sub-Association or Community or its management agent at any one time. As used in this Paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, persons authorized to sign checks on behalf of the Sub-Association or Community, the officers identified in applicable statutes, the officers of the Association, and staff identified annually by resolution. The Sub-Association or Community bears the cost of any such fidelity coverage.

**11. Records Keeping.** The Association must maintain all records required by applicable statutes or law, for the periods stated in statute or law. Notwithstanding, the following records must be maintained in perpetuity:

- Minutes of all Member meetings, Board meetings, and decision-making committee
- All plans and plats.
- Copies of Declaration, Articles, Bylaws, Rules & Regulations, and amendments thereto.
- Any other document identified by the Association Board.

The Association may promulgate rules for records keeping and Member access as required by statute.

**11.1 Association Website.** The Association must establish and maintain a website. It must post, at minimum, those documents required by Section 720.303(4)(b), Florida Statutes, as such statutory subsection is amended with respect to the procedural requirements of maintaining a website and posting specified official records thereon; as well as all information required to be posted on its website per Section 468.4334(3), Florida Statutes, as amended from time to time.

**11.2 Sub-Associations.** As required by applicable statutes, the CAB will arrange for websites for Sub-Associations it manages. The Association and CAB are not responsible for omission of any documents or information required by statutes, which the Sub-Association has not posted, nor for the timeliness or accuracy of postings.

**12. Parliamentary Rules.** Robert's Rules of Order (latest edition) will substantially govern the conduct of Association meetings when not in conflict with the Declaration, the Articles, these Bylaws; Chapter 720, Florida Statutes (2023); or Chapter 617, Florida Statutes, as amended from time to time. The Association Board may adopt supplemental rules governing board, Member, and committee meetings.

**13. Rules and Regulations.** The Association Board may, from time to time, adopt, publish, amend, and rescind rules and regulations as provided for by the Declaration, these Bylaws, and applicable statutes and laws.

**13.1 Notice.** The Association will include the subject matter of a proposed rule in any notice of any Board meeting at which a proposed rule affecting Member rights, access to records, or use of parcels is considered, or as otherwise required by applicable statutes.

**13.2 Execution and Recording.** A copy of each rule will be attached to a certificate certifying that the rule was duly adopted by the Association Board, as required by Chapter 720, Florida Statutes (2023) or other applicable statutes.

**14. Review of Bylaws.** The Association Board will review the Bylaws no less than every 5 years, to ensure compliance with applicable statutes and laws, and amend the Bylaws as the Association

Board deems necessary or appropriate. Further, the Association Board will amend the Bylaws as it deems necessary or appropriate to reflect changes in the Association community.

**15. Amendments.**

15.1 *Notice.* The Association will include the subject matter of a proposed amendment to these Bylaws in any notice of any meeting at which a proposed amendment is considered, pursuant to applicable statutes.

15.2 *Adoption.* These Bylaws may be amended upon approval by not less than a majority of the entire Association Board.

15.3 *Execution and Recording.* A copy of each amendment will be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws. The certificate must be executed by the President and Secretary with the formalities of a deed. The amendment will become effective when the certificate and copy of the amendment are recorded in the Official Records of Palm Beach County, Florida.

15.5 *Notice of Amendment.* Within thirty (30) days after recording an amendment to these Bylaws, the Association must mail, deliver, or electronically transmit (i) a copy of the amendment; or (ii) a letter that the amendment is posted on the Association's website and may be accessed on the website, with a direct link to the webpage on its website containing the recorded amendment. Notwithstanding the foregoing, the failure to timely provide notice of the recording of the amendment does not affect the validity or enforceability of the amendment.

**16. Conflicts.** In the event of a conflict between the provisions in any of the Association's governing documents, the following priorities control in the following order: (i) the Declaration; (ii) the Articles; (iii) these Bylaws; and (iv) the rules, regulations, and resolutions adopted by the Association Board.







## **RULES AND REGULATIONS**

**As adopted August 27<sup>th</sup>, 2020**

**Amended September 12, 2023**

**Second Amendment April 23, 2025**



**RESOLUTION OF THE BOARD OF DIRECTORS OF  
INDIAN SPRING MASTER ASSOCIATION, INC.  
REGARDING RULES AND REGULATIONS AND ENFORCEMENT PROCEDURES**

**Approved on September 12, 2023  
Second Amendment April 23, 2025**

**WHEREAS**, Indian Spring Master Association, Inc. ("Association") is the corporation charged with the operation, maintenance, and management of the residential community in Palm Beach County known as Indian Spring ("Indian Spring"); and

**WHEREAS**, the day-to-day affairs of the Association are administered by the Officers of the Association ("Executive Committee"); and

**WHEREAS**, pursuant to Section 4.2.5 of the Amended and Restated Declaration of Maintenance Covenants and Amended and Restated Restrictions for Indian Spring ("Declaration"), Section 4.2.G of the Amended and Restated Articles of Incorporation for Indian Spring Master Association, Inc. ("Articles"), and Section 4.1.d of the Amended and Restated Bylaws of Indian Spring Master Association, Inc. ("Bylaws"), the Board has the authority to adopt and publish rules and regulations governing the use of the "Common Areas" (as such term is defined in the Declaration) and the "Parcels" (as such term is defined in the Declaration); and

**WHEREAS**, section 720.305, Florida Statutes, and Sections 10.3.3 and 10.3.4 of the Declaration authorize the Association to impose reasonable fines and suspend, for a reasonable period of time, the right of an "Owner" (as such term is defined in the Declaration), and an Owner's lessee, occupant, guest, licensee, or invitee, to use the Common Area for failure of the Owner or the Owner's lessee, occupant, guest, licensee, or invitee to comply with any provision of the Declaration, the Articles, the Bylaws, applicable rules and regulations, or any other agreement, document, or instrument affecting the "Property" (as such term is defined in the Declaration) (collectively, "Governing Documents"); and

**WHEREAS**, the Board desires to adopt and publish rules and regulations, to create a Compliance Committee, as permitted by section 720.305, Florida Statutes, and to adopt procedures regarding enforcement of the Governing Documents, including, without limitation, the imposition of fines and use right suspensions, in accordance with the terms of this Resolution.

**NOW, THEREFORE**, it is hereby resolved as follows:

**1. Vehicle Speed Regulations.** The speed limit on the Association's roadways pertains to the published speed limit as posted on ISMA common roads. The maximum speed limit on Association roadways is twenty (20) mph. Sub-associations (also known as Property Owners Associations (POA)) may establish and post their own speed limits.

a. An Owner is responsible for speeding on the part of himself/herself, and shall be jointly and severally liable with residents of the Owners household, as well as the Owner's lessees, guests, licensees, and invitees for the speeding of any such lessees, occupants, guests, licensees, and invitees. For the purposes of this paragraph, the term "invitee" includes any vendors, caretakers, or other persons for whom the Owner has approved entry to Indian Spring.

b. An Owner is required to inform his/her lessees, occupants, guests, licensees, and invitees of the Association's speed limit and of the requirement to obey the speed limit on the Association's roadways, including, without limitation, that, if they do not obey the speed limit, the Owner will be fined and/or the right to use the Common Area by the Owner or the Owner's lessee, occupant, guest, licensee, or invitee may be suspended for a period of time and/or their vehicle bar codes may be suspended. Notwithstanding the foregoing, an Owner will not be responsible for the speeding of an invitee who



serves more than one resident upon his/her entry. Examples of such invitees include, without limitation, FedEx, UPS, USPS, and exterminators.

c. **Speed Limit:** The maximum speed limit on Association roadways is twenty (20) mph. Property Owners Association (POAs), also referred to as sub-associations, may establish their own speed limits.

d. **Speed Measuring Instruments.** The Association Chief of Security will be responsible for equipment that measures speed limits on the Association roadways. The Association has acquired equipment which meets industry standards and/or have been approved by the Palm Beach County Sheriff's Office to measure and record the speed of vehicles and take a photographic record of vehicle tags. The Association shall monitor the speed of vehicles on the Association's roadways using such instruments. Such instruments shall record the date (month-day-year) and time that a vehicle passes, and speed of the vehicle, and shall take a photograph of the vehicle license tag. The Association shall randomly place the instruments at or on certain Association roadways without notice to the Owners, residents, lessees, guest, licenses, or invitees of the placement of said instruments. The Association may, from time to time, place the instruments on Piping Rock and Wingfoot Drive, due to the unique nature of these roadways.

**2. Vehicle Parking.** Overnight parking (i.e., parking from midnight until 6AM) is not permitted on any street within Indian Spring. Motor vehicles shall not be parked anywhere other than (I) on paved or other areas designated for that purpose, (H) in garages, or (Hi) in carports. In Condominium Associations only, all vehicles parked in parking spaces must be parked with the front of the vehicle facing the parking stop.

a. Backing vehicles into a parking space in Condominium Associations is prohibited.

b. Vehicles parked on a street cannot be parked against the flow of traffic and cannot be parked in such a manner which blocks the roadway such that vehicles cannot negotiate the roadway. Parking within a community controlled by a "POA" (as such term is defined in the Declaration) shall also be subject to all rules and regulations of the Property Owners Association regarding same.

c. Owners hosting events at their homes or in POA facilities are responsible to ensure that their guests do not block the roadway such that vehicles cannot negotiate the roadway. Guests must park on the specified side of the street if such a restriction is in force in the particular POA.

**3. Vehicles.** As further set forth in Section 10.1.8 of the Declaration, only authorized non-commercial vehicles may be parked within Indian Spring Association or its Sub-Association unless the sub-association has additional restrictions. An authorized vehicle is defined as any 4-wheeled conventional passenger vehicle, SUV, 2-wheeled passenger motorcycle, or light duty pick-up truck that are not considered a "commercial vehicle" and are as described in these documents:

a. An owner or occupant of a vehicle may apply to receive a community bar code window sticker with proof of ownership and / or occupancy. Vehicle bar code fees are thirty-five dollars (\$35.00) and the bar code replacement fee is five dollars (\$5.00), which may be changed by the Board of Directors from time to time. The bar code is applied for at the main Security office or other location as may identified by the Association from time to time.

b. No unregistered or inoperable motor vehicle shall be moved onto or kept on any Parcel and no motor vehicle or trailer of any kind may be disassembled, serviced, repaired or kept under cover on any Parcel in such a manner as to be visible from any point on any adjacent Parcel or the street.

c. Vehicles equipped with any commercial add-ons (e.g., racks for storing ladders, tool or storage chests, roof-top flashing lights, etc), or vehicles that have any visible business, trade or job-related equipment stored in or attached to the exterior of the vehicle (including within unenclosed truck beds), such as ladders, pipes, tools signs, plumbing supplies, mechanical or electrical equipment, construction supplies, etc. are strictly prohibited. Open bed pickup trucks must have a completely covered cargo bed when containing any items or materials. A covered cargo bed is defined as a FLAT cover designed to be installed in a permanent manner to cover the bed of the truck. A raised cap, camper back, tarp, or any other kind of cover is prohibited.

d. Pursuant to Section 10.1.8(B) of the Declaration, no truck may be parked or kept in Indian Spring unless it is kept fully enclosed inside a structure. For the purpose of Section 10.1.8(B), "truck" is defined as a pickup truck or SUV with a payload greater than one-half (1/2) ton. Half-ton, three-quarter ton and one-ton are examples of payload classifications for pickup trucks and SUVs. Payload means the maximum weight a pickup or SUV can carry in its cargo and passenger areas. Payload is determined by the manufacturer of the vehicle and can be found in the owner's manual. Pickup trucks and SUVs with a payload of one-half (1/2) ton or lighter, as determined by the manufacturer, are not considered "trucks" for the purposes of Section 10.1.8(B). Therefore, pickup trucks and SUVs with payload of one-half ton or lighter are not prohibited by Section 10.1.8(B), and, subject to all other provisions regarding parking in the governing documents of the Association, are permitted to park in Indian Spring and are not required to be parked or kept fully enclosed inside a structure. No Dual Rear Wheel vehicles, Heavy Duty or Super Duty classifications are permissible. Trucks or vehicles with non-stock or severe after-market add-ons including, but not limited to, extreme lighting, non-standard tires or rims, lifts, tow gear, or extensions are prohibited. In the event there is a challenge to this, or any other, rule concerning authorized vehicles, the final decision will be made by the Board of Directors.

e. Two-Wheeled Motorcycles may remain covered in a visible and legal parking area when parked overnight. Covers shall be standard in color and type and specifically designed and manufactured for covering the motorcycle. General-use Tarps or any other type of covering not specifically designed for use as a motorcycle cover are prohibited. Motorcycles shall be muffled and prohibited from producing excessive or nuisance noise. 3-Wheeled motorcycles, and 2-wheeled motorcycles with attached side-cars shall remain parked overnight in garages and shall not be visible to any other parcel or from the street overnight.

f. Authorized non-commercial vehicles with the exception of motorcycles, may not be kept under any cover of any kind on any parcel in such a manner as to be visible from any point on an adjacent Parcel or the street.

g. Owners/occupants may be granted approval to park an otherwise excluded vehicle overnight to accommodate an out-of-town guest or for other temporary reasons upon showing of adequate justification by making a written request to the Board of directors and getting the approval of Indian Springs Security. The Board of Directors decision shall be final.

h. Please see declarations and Bylaws section 10.1.8 for additional rules and restrictions.

**4. Ownership and Control of Pets.** In addition to the animal restrictions as set forth in Section 10.1.19 of the Declaration, dogs must be kept on a leash or in a fenced area when outside of the unit. Cats must be kept indoors and, on a leash, or in a pet carrier when outside the unit. Pet owners must immediately clean up the solid animal waste of their pets and properly dispose of the waste.

**5. Architectural Review.** General, architectural review is in place to enforce community standards according to the Declarations of the Association and POAs, and to assure that work is done by licensed and insured contractors, and permits are pulled when required. As further set forth in Article III of the Declaration, no "Improvement" (as such term is defined in the Declaration), structure, or material change to any existing Improvement or structure shall be commenced, erected, placed or maintained upon any Parcel, nor shall any addition, change, or alteration therein, thereon, or thereof, be made, unless and until the plans, specifications, and location of the same shall have been submitted to, and approved, in writing, by the Association. If approved, each Improvement shall be placed on the premises only in accordance with the plans and specifications and plot plans so approved. Examples include but are not limited to:

Building/building changes	Fences	Roofing
Paint Colors	Pavers	Pools
Spas	Decks	Windows

- a. Owners must assure that they comply with their POAs requirements.
- b. Owners must have architectural requests approved by their POAs before it may be submitted to the Association. Exhibit A provides a sample architectural form.
- c. Exhibit B provides architectural procedures.
- d. Exhibit C provides an explanation of architectural guidelines.

**6. Trash, Garbage, and Recycling.** Trash may not be placed curbside before 6:00 PM the day prior to normal pickup and must be in closed containers. Trash may not be placed in plastic bags unless such bags are in closed containers. (NOTE: Per the Palm Beach County Solid Waste Authority, garbage and recyclables must be separated, with garbage placed in 32-50-gallon cans and recyclables in the yellow and blue bins provided by the Authority.) On days of either normal or special pickup, trash containers and recycling bins must be removed from the curb and returned to their storage locations out-of-sight of neighboring properties no later than 7:00 PM on the day of pickup.

**7. DRONES.** Drones, as defined by Section 934.50 (2) (a) Florida Statutes, and all other remotely controlled flying devices (collectively "Drones") are prohibited from being operated over, on or in any portion of the Indian Spring greater community and air space, including but not limited to the common areas (including sub-association common areas), Association property, units, lots and parcels, except properly F.A.A. licensed operators and drones may be operated within the Association, only with the prior Security Department approval and guidelines. Drones used for recreational and private use purposes and Drones which are not F.A.A. licensed and lawfully used for governmental or approved commercial purposes with the prior approval of the Security Department are strictly prohibited in Indian Spring. Any and all commercial use of Drones must be in full compliance with and strictly operated under all Federal, F.A.A. and State Laws, Statutes, Rules and Regulations and the Association Security rules and guidelines.

**8. Finances and Real Estate.** If a unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation to the Association, the Association may demand that future payments of rent from the tenant be paid directly to the Association until the unit owner's financial obligations are paid in full in accordance with section 720.3085(8), Florida Statutes. The Association must provide notice to the tenant in accordance with section 720.3085(8)(a), Florida Statutes demanding same, and may collect rent from the tenant without the necessity of filing a lawsuit first. The Association may suspend the right of use of Association common facilities if unit owners are more than ninety (90) days in arrears of assessments. The use of a vehicle bar code of a unit owner more than ninety (90) days in arrears of financial obligations to the Association will be suspended and will not be reinstated until all obligations to the Association have been paid in full.

**9. Compliance Committee.** There shall be established the Compliance Committee ("Committee"), subject to the following provisions:

- a. **Member Qualifications.** The Committee shall consist of three (3) or five (5) members of the Association who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If a committee member is elected to the Board or is appointed to fill a vacancy on the Board, he or she will be deemed to have automatically abandoned his or her seat on the Committee. Each member of the Committee must reside in a different sub-association. No Committee member shall serve longer than three (3) consecutive years. No Committee member shall be delinquent in any monetary obligation due to the Association, be in violation of any provision of the Governing Documents or be in violation of any requirement of Chapter 720, Florida Statutes, as may be amended from time to time (collectively, "Good Standing"). In the event any Committee member is not in Good Standing,



reappointed until ninety (90) consecutive days after he or she remains once again in Good Standing.

**b. Member Appointment.** The President of the Association is hereby empowered to appoint members of the Committee no later than the second Board meeting following the annual meeting and election if vacancies exist, subject to the approval of the Board. The President shall appoint a Chair and a Vice-Chair

from among the Committee members. The President shall have the power to fill vacancies in the Committee, subject to the approval of the Board at its next regularly scheduled meeting, and, at any time, to remove any member of the Committee, with or without cause. All Committee members serve at the pleasure of the President.

**c. Committee Meetings.** After appointment, the Committee shall establish monthly, bi-monthly or quarterly days and times to meet which will be subject to change. Notwithstanding the foregoing, Committee meeting dates may vary during the summer break (from June to August) and holidays. If there are no violations to be heard, the Committee Chair shall cancel that month's meeting. All meetings of the Committee shall be duly noticed and posted per FS 720. No Board member shall attend the Committee meetings, unless said director has violated the Governing Documents and is before the Committee regarding same. The Association shall provide staff for the Committee which shall prepare minutes after each meeting for approval by the Chair. The Association manager shall also assign staff to support Committee activities.

**d. Committee Purpose.** The purpose of the Committee is to determine whether to confirm or reject a fine or use right suspension levied in accordance with this Resolution, pursuant to section 720.305(2)(b), Florida Statutes, as amended from time to time. The Committee shall review each fine or suspension levied in accordance with this Resolution and present it to by staff.

**e. Committee Report.** The Chair or his designee shall submit in writing to the Board President or his/her designee a copy of the minutes for distribution at the next scheduled Board of Directors meeting.

**f. Annual Review.** In January of each year, the Committee shall review violations, fines, and use right suspensions for the prior year and prepare a report to the Board with its recommendations, if any, for changes to use restrictions, rules, fines, and use right suspensions. Said report shall be reviewed by the President and the officers of the Association following the annual meeting and election, and recommendations on necessary actions made to the Board at its March meeting.

**9.1. Temporary Limited Ownership of More than One Parcel.** Pursuant to Article IX, Section 9.4 of the Declaration, ownership of more than one parcel as defined in the Declaration is strictly prohibited within the Association. Upon approval of and at its sole discretion, the Board of Directors may provide an exception for the purchase of a second parcel to an owner of an existing parcel. The following conditions apply:

- Transfer, sale or other conveyance means any method that changes the name in which the parcel is titled. It specifically excludes a lease or any other form of occupancy that excludes a change of title.
- All owners on the deed shall sign a notarized affidavit.
- The owner(s) must execute a sale, transfer, or other conveyance and change of title on the existing home no later than four (4) months following the closing date on the newly acquired parcel. Any other occupancy of the former parcel in lieu of transfer of title is strictly prohibited. Any sale, transfer or other conveyance must comply with requirements in the Association Declaration and Rules & Regulations.
- The owner must provide written proof of transfer of title using "Transfer of Title form," to the Executive Assistant to the Board via electronic transmission or paper copy, as provided in this Rule.
- The Board of Directors may, at its sole discretion, grant a one-time extension of no more than 60 days to close on a sale, transfer or other conveyance. The owner(s) must request such an extension in writing using "Request for Extension of Title Transfer form," delivered to the Executive Assistant of the Board in writing via electronic transmission or paper copy, no less than fifteen (15) days before the

expiration date specified in the executed Exhibit E. the owner must demonstrate that the property is under contract to be sold , transferred or otherwise conveyed no later than the 60<sup>th</sup> day after the expiration date stated in the executed Exhibit E.

- The Board shall not grant any extension if the property is not under a current legal contract for transfer, sale or other conveyance.
- Any owner(s) who has not provided proof of transferred title within the 4-month period or, if granted, the 60-day extension period, shall be subject to a fine of \$100 per day until the day the property is sold, transferred or otherwise conveyed to an individual pursuant to the Association Declaration and Rules & Regulations. The Association shall assess all fines consistent with Association Rules and fining schedule.
- The Board of Directors may delegate authority to act under this Rule to the Executive Committee, provided that the Executive Committee reports no less than monthly to the Board.

**10. Enforcement Procedures.** The enforcement procedures set forth below shall be followed in the event of a violation of the covenants, rules, restrictions, and regulations of the Governing Documents:

**a. Documenting Violations.** The Association's Security Department and/or Association staff shall document all violations, including, without limitation, the date and time of the observance of the violation. A photograph of the violation may also serve as documentation of the violation. With particular regard to speeding violations, such documentation shall include a verification of the vehicle's speed by a speed measuring instrument, the vehicle's license plate number, and the date and time of the violation. Such documentation shall be made available to an Owner upon his/her written request.

**b. Notice of Violation.** Once a violation has been documented, the Association's Security Department or staff shall post a ticket on the Owner's door and/or the Association shall mail, deliver, or electronically transmit (to those Owners who have consented in writing to receive notice by electronic transmission) a letter to the Owner regarding the violation. Such notice shall include the nature of the violation, a citation to the section or rule of the Governing Documents violated, a time period in which to cure the violation, a warning that such violation is subject to a fine and/or use rights suspension, and the amount of the fine and/or the length of the use rights suspension. An Owner shall receive written notice of a violation for any occurrence of violation by the Owner, or by the Owner's lessee, occupant, guest, licensee, or invitee. The Sub-Association shall receive a courtesy notice of said violation.

**c. Notice of Hearing.** In the event the violation described in the notice of violation is not cured within the time period for compliance as set out in the notice or in the event a cure period is not warranted (e.g., a speeding violation), a fine and/or use of rights suspension may be levied against the Owner, as well as any of the Owner's lessees, occupants, guests, licensees, or invitees, for such violation in accordance with this Resolution, including, without limitation, the "Penalties Schedule" (as such term is hereinafter defined). The Association shall provide the Owner, as well as any of the Owner's lessees, occupants, guests, licensees, or invitees, written notice of the nature of the violation, a citation to the section or rule of the Governing Documents violated, and the amount of the fine and/or the length of the use rights suspension. The notice of hearing shall also include the date, time, and location of the next Committee meeting. Notwithstanding, Owners shall be given no less than fourteen (14) days' notice of said Committee meeting, unless a longer notice is required by Chapter 720, Florida Statutes, as may be amended from time to time. In the event an Owner wants to attend the meeting but cannot do so at the date and time provided in the notice thereof, the Committee may, without obligation, postpone consideration of the Owner's fine and/or use rights suspension to a future Committee meeting upon receipt of a written request from the Owner which must provide justification for the requested postponement. Such written notice must be received by the Committee at least five (5) days prior to the Committee meeting at which such Owner's fine and/or use rights suspension is scheduled to be heard by the Committee. The Owner will be provided one (1) opportunity for postponement regarding the same violation. If the Owner fails to timely request postponement and/or fails to appear at any Committee meeting, the fine and/or use rights suspension can be approved or rejected by the Committee regardless of the Owner's attendance at the meeting.



set out in the notice of the hearing at which the Owner, and/or the Owner's lessee, occupant, guest, licensee, or invitee, if applicable, will be provided with a reasonable opportunity to be heard. The Committee shall review all fines and/or use rights suspensions and decide, by majority vote, to approve or reject the fine and/or use rights suspension. The Committee shall not change the fine or use right suspension levied. If the Committee, by majority vote, does not approve a proposed fine and/or use right suspension, the proposed fine and/or use right suspension may not be imposed. If the proposed fine and/or use right suspension is approved by the Committee, the fine and/or use right suspension shall be imposed.

**e. Notice of Decision.** Notice of imposition of the fine and/or use right suspension shall be promptly mailed or hand delivered to the Owner, or the Owner's lessee, occupant, guest, licensee, or invitee, as applicable. Payment of the fine is due within fifteen (15) calendar days of the date of notice provided by the Association. A use rights suspension shall be effective immediately upon receipt of notice of decision.

**11. Visitors.** Each Owner is responsible for abiding by all covenants, rules, restrictions, and regulations of the Declaration and the Association rules and regulations, as they may be amended from time to time, on the part of himself/herself, and of any of the Owner's lessees, occupants, guests, licensees, and invitees. For the purposes of this paragraph, the term "**invitee**" includes any **vendors, contractors, caretakers, or other persons for whom the Owner or any occupant of the Owner's Parcel has approved entry to Indian Spring**. All invitees MUST be called into Security for specific dates in order to be allowed onto the property. If your invitee has not been properly called in and put in the system, they will not be permitted entry. An Owner is required to inform his/her lessees, occupants, guests, licensees, and invitees of the Association's covenants, rules, restrictions, and regulations and of the requirement to obey same, including, without limitation, that if they do not obey the Association's covenants, rules, restrictions, and regulations, the Owner and/or to the Owner's lessees, occupants, guests, licensees, or invitees will be fined and/or the right to use the Common Area by the Owner and the Owner's lessees, occupants, guests, licensees, and invitees may be suspended for a period of time in accordance with this Resolution.

**12. Overnight Deliveries.** Package delivery services are prohibited from 11pm to 7am. Ride share (Uber, Lift, etc.) and food delivery services will be granted access ONLY if they are called in for the same day and owner can be contacted upon entry. Multi-day access will be prohibited for ride share and food delivery.

**13. Towing.** All vehicles on the property contrary to the provisions contained in the Declaration or the rules and regulations set forth herein regarding parking and prohibited vehicles, as they may be amended from time to time, shall be subject to being towed in accordance with section 715.07, Florida Statutes, as amended from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.

**14. Penalties Schedule.** The Board hereby adopts a schedule of fines and use rights suspensions for violations of its Governing Documents as set forth in Exhibit "A" attached hereto and incorporated as if fully set forth herein ("Penalties Schedule"). The Board shall have the authority to adopt, publish, and amend the Penalties Schedule from time to time and in the Board's sole discretion. Once approved by the Board, in the manner required by Chapter 720, Florida Statutes, the Association shall provide a copy of the Penalties Schedule to the Owners by mail, delivery, or electronic transmission (to those Owners who have consented in writing to receive notice by electronic transmission). All fines and use rights suspensions shall be deemed levied against an Owner, and an Owner's lessee, occupant, guest, licensee, or invitee, as applicable, in accordance with the Penalties Schedule for any violation of the Governing Documents set forth in the Penalties Schedule. To the extent any violation of the Governing Documents is not set forth in the Penalties Schedule, the Board shall levy a fine and/or use rights suspension for such violation at a properly notice Board meeting. A fine shall not exceed One Hundred Dollars (\$100.00) per violation for each day of a continuing violation, with a single notice and opportunity for hearing. A fine may exceed One Thousand Dollars (\$1,000.00) in the aggregate and may become a lien against a "Parcel" (as such term is defined in the Declaration) in accordance with Section 10.3.3 of the Declaration. A use right suspension shall not apply

to that portion of the Common Area used to provide access or utility services to the Parcel and shall not prohibit an Owner or lessee of a Parcel from having vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park.

**15. Other Enforcement Action.** Other enforcement actions may include removal of owners, tenants and entire household vehicle bar codes for (30) thirty days. The Association may also take legal action, if necessary, to obtain compliance. Owners shall be responsible for legal fees and costs which the Association incurs in seeking compliance with use restrictions and rules. After satisfaction of fine and no other violations within that same calendar year, bar code may be reinstated at the current cost of such.

**16. No Limitation of Remedies.** Notwithstanding the remedies available to the Association as set forth in this Resolution, including, without limitation, the Penalties Schedule, this resolution shall not be deemed an election of remedies by the Association and shall be in addition to, and not a limitation of, all other remedies available to the Association. The Association may seek additional enforcement of the Governing Documents in any manner available to the Association

Exhibit D provides for the Penalties schedule.

**Rule 17. Realtor Registration.**

All realtors shall be registered with Security when representing a seller and shall provide a copy of the signed listing agreement and the Real Estate License. Only registered realtors may call in other realtors or guests to show the property for which they have a signed listing agreement. Realtors must be present during any showing. Open Houses without a realtor present and appointments made in advance are strictly prohibited.

