

Prepared by and Return to:  
Leah E. Ellington, Esquire  
Lobeck & Hanson, P.A.  
2033 Main Street, Suite 403  
Sarasota, Florida 34237  
(941) 955-5622 (Telephone)  
(941) 951-1469 (Facsimile)

**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS**

**PALM-AIRE AT SARASOTA, UNIT NO. 6 (A/K/A TIMBERLAKE VILLAGE)**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION AND BYLAWS**

**TIMBERLAKE VILLAGE ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Declaration of Restrictions of Palm-Aire at Sarasota, Unit No. 6 a/k/a Timberlake Village and Amended and Restated Articles of Incorporation and Bylaws for Timberlake Village Association, Inc. (which Declaration is originally recorded at Official Records Book 1562, Page 1460 et seq. of the Public Records of Manatee County, Florida) were approved and adopted at the Annual Meeting of the Association Membership held on February 27, 2023, by the affirmative vote of a majority of all Lot owners, after resolution of the Board of Directors, which is sufficient for adoption pursuant to Article 15 of the Declaration of Restrictions, Article X of the Articles of Incorporation and Article III of the Bylaws.

DATED this 31<sup>st</sup> day of MARCH, 2023.

Signed, sealed and delivered  
in the presence of:

TIMBERLAKE VILLAGE ASSOCIATION, INC.

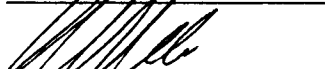
sign:



print:

John A. Male

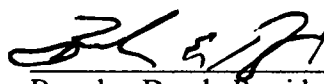
sign:



print:

Brandon Desch

By:



Brandon Desch, President

Signed, sealed and delivered  
in the presence of:

sign: [Signature]

print: Joseph Bennett

sign: [Signature]

print: John A. Mele

Attest: [Signature]  
Kelsey Russo, Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF SARASOTA

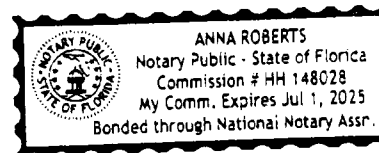
The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of March, 2023, by Brandon Desch, as President of Timberlake Village Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FLORIDA DL as identification.

NOTARY PUBLIC

sign: [Signature]

print: ANNA ROBERTS  
State of Florida at Large (Seal)

My Commission expires: July 1, 2025



STATE OF FLORIDA  
COUNTY OF SARASOTA

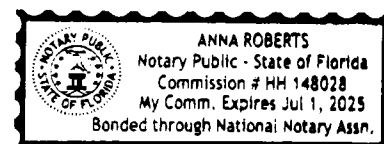
The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of March, 2023, by Kelsey Russo, as Secretary of Timberlake Village Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced FLORIDA DL as identification.

NOTARY PUBLIC

sign: [Signature]

print: ANNA ROBERTS  
State of Florida at Large (Seal)

My Commission expires: JULY 1, 2025



Prepared by and return to:  
Leah E. Ellington, Esquire  
Lobeck & Hanson, P.A.  
2033 Main Street, Suite 403  
Sarasota, Florida 34237  
(941) 955-5622 (Telephone)  
(941) 951-1469 (Facsimile)

**AMENDED AND RESTATED**

**DECLARATION OF RESTRICTIONS  
FOR  
PALM-AIRE AT SARASOTA, UNIT NO. 6 (A/K/A TIMBERLAKE VILLAGE)**

This Declaration of Restrictions for Palm-Aire at Sarasota, Unit No. 6 shall govern the property located in Manatee County, Florida described as follows:

Lots 1 through 80, PALM-AIRE AT SARASOTA, Unit 6, as per plat thereof recorded in Plat Book 19, pages 199, 200, and 201, Public Records of Manatee County, Florida,

and as described on Exhibit "A" attached hereto and incorporated herein by this reference (herein "the Property" or "the Subdivision"). The Property shall be and is hereby bound by the covenants, restrictions, limitations, conditions, easements, and agreements set forth in this Declaration of Restrictions and said property shall be held, used and enjoyed subject to, and with the benefit and advantage of, the following covenants, restrictions, limitations, conditions, easements and agreements, which shall constitute covenants running with the title to said property.

**ARTICLE 1  
DEFINITIONS**

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

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

**1.1 "ARTICLES OF INCORPORATION".** "Articles of Incorporation" means and refers to the Articles of Incorporation for the Association, as they may exist from time to time, which are attached hereto as Exhibit "B", and are incorporated herein by reference.

**1.2 "ASSOCIATION".** "Association" means and refers to TIMBERLAKE VILLAGE ASSOCIATION, INC, a Florida not-for-profit corporation created pursuant to Chapters 617 and 720 of the Florida Statutes.

**1.3 "BOARD OF DIRECTORS" or "BOARD".** "Board of Directors" or "Board" means and refers to the Board of Directors of the Association.

**1.4 "BYLAWS".** "Bylaws" means and refers to the Bylaws for the Association, as they may exist from time to time, which are attached hereto as Exhibit "C", and are incorporated herein by reference.

**1.5 "COUNTY".** "County" means and refers to Manatee County, Florida.

**1.6 "DECLARATION".** "Declaration" means and refers to this Declaration of Restrictions, as recorded in the Public Records of the County, as the same may be amended from time to time.

**1.7 "GOVERNING DOCUMENTS".** "Governing Documents" means and refers to this Declaration, the Articles of Incorporation attached hereto as Exhibit "B" and the Bylaws attached hereto as Exhibit "C" and each incorporated herein by reference, as such documents may be amended from time to time, and the Rules and Regulations of the Association, as such documents may be amended and supplemented from time to time.

**1.8 "LOT".** "Lot" means and refers to any Lot within the Property.

**1.9 "MEMBER".** "Member" means and refers to a Member of the Association.

**1.10 "OWNER".** "Owner" means and refers to the record Owner of the fee simple title to any Lot. Each Owner shall be a Member of the Association.

## **ARTICLE 2 ASSOCIATION; MEMBERSHIP; VOTING RIGHTS**

Timberlake Village Association, Inc. is a Florida non-profit corporation. All Owners of Lots in this Subdivision shall be required to become Members of the Association and shall be required to maintain such membership in good standing as long as they own any Lot in this Subdivision. Each Lot shall be entitled to one vote at Association meetings in conformity with the Articles of Incorporation and Bylaws of the Association.

### **ARTICLE 3 ASSESSMENTS**

**3.1 ASSESSMENTS.** The Association shall have the right to levy assessments for the purpose of construction, maintenance and operation of any lights along any of the streets in the Subdivision, for the purpose of construction or maintenance of entryways at the entrances of the Subdivision, and for the purpose of carrying out any of its duties and purposes set forth in these Restrictions, the Articles of Incorporation or the Bylaws. The Association shall have the right and obligation to take such action as hereinafter provided to enforce collection of such assessments. The expenses of the Association and the assessments shall be apportioned among all the Lots in this Subdivision, with each Lot to share equally in said expenses.

**3.2 SPECIAL ASSESSMENTS.** The Association shall also have the right to levy special assessments from time to time.

**3.3 INTEREST AND LATE FEES.** Any assessment, whether annual or special, which is not paid when due shall be subject to a late fee not to exceed the greater of twenty-five dollars (\$25) or five percent (5%) of the amount of each installment that is paid past the due date, and shall bear interest from the due date until paid at the maximum rate permitted by law.

**3.4 LIABILITY; NO WAIVER.** A Lot Owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Lot Owner. The Lot Owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the Lot upon which the assessments are made.

### **ARTICLE 4 LIEN RIGHTS**

The Association shall have a lien against each Lot in the Subdivision, together with all improvements thereon, as follows:

**4.1 CREATION OF LIEN.** The lien of every such fee, expense and assessment, together with interest and late charges thereon and cost of collection thereof as herein provided, shall attach and become a charge on each Lot, and all improvements thereon, upon the recording of this Declaration.

**4.2 CLAIM OF LIEN.** In the event a Lot Owner fails or refuses to pay his or her assessments and other amounts provided for by Section 720.3085 of the Florida Statutes, as amended from time to time, the Association may record a claim of lien in the County records after following the requisite procedures of Section 720.3085.

In addition to recovering the amounts of the assessment and other amounts, the Association shall also be entitled to recover from the Owner of said Lot all costs, charges, fees, and interest, including reasonable attorneys' fees, incurred in attempts to collect the amounts and in connection with the preparation and bringing of such foreclosure proceedings, and all costs, charges, fees, and interest shall be secured by said lien, to the extent permitted by law.

## **ARTICLE 5 BUILDING AND USE RESTRICTIONS**

**5.1 USE.** No Lot shall be used except for single-family residential purposes. No unlawful, improper, or immoral use shall be made of any Lot, nor shall anything be done thereon which may be or become an annoyance, nuisance, or health hazard to the neighborhood or to any other Owner therein.

**a. Animals:** No poultry, livestock, or animals of any kind shall be raised, kept, bred, or maintained except dogs, cats, or other household pets, provided they are not kept, bred, or maintained for commercial purposes.

**b. Vehicles:** No recreational vehicle, motor home, camper, trailer, mobile home, commercial vehicle (except governmental passenger vehicles - i.e. law enforcement/fire department/county or city issued), limousine, all-terrain vehicle (ATV), van-type vehicle without panel windows on both sides, motorcycle, truck of any type other than a passenger pickup truck without utility/ladder rack and/or utility bed and/or camper bed, unregistered vehicle, boat trailer, or boat (or other watercraft) shall be parked, stored, or maintained on any street or Lot in this Subdivision in such a manner that it may be seen from a street or an adjacent Lot. No vehicle which cannot operate on its own power shall remain in Timberlake Village for more than twelve (12) hours, except in the garage of a home. No repair or maintenance, except emergency repair, of vehicles shall be made within Timberlake Village, except in the garage of a home. No vehicle shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. No vehicle shall be used as a domicile or residence, either temporarily or permanently.

**c. Parking:** No person owning property in the Subdivision or lessee, successor, or assign of any Owner shall park, store, or maintain, or permit to be stored, parked or maintained more than two (2) vehicles total on any driveway or street in the subdivision on a regular and recurring basis, and no vehicle shall be parked on a lawn at any time.

**d. Exceptions:** The Board of the Timberlake Village Association is empowered to grant temporary exceptions to subparagraphs "b" and "c" whenever he or she determines that a temporary condition exists warranting such an exception.

**e. Antennas:** The Association has the authority to promulgate rules and regulations governing antennas and satellite dishes that Owners may wish to install or erect, including rules that such improvements be screened so that they are not visible from adjacent homes or from the Common Areas. However, such rules and regulations must be promulgated in accordance with all applicable FCC regulations, including, but not limited to, the FCC rules for Over-the-Air-Reception Devices (OTARD), as amended from time to time.

**f. Sales:** Garage sales, yard sales, or sales of a similar nature shall be limited to no more than two (2) per year per Lot.

**g. Rentals:** Owners who rent or lease their property to others shall advise the Board of the Association prior to move in 1) the name of the renter or lessee, 2) verify that the renter/lessee has been provided with a copy of these Restrictions and has been advised that they are to be adhered to by the renter/lessee, and 3) no rental/lease will be approved for a term less than six (6) months. A home or Lot acquired after the effective date of this Declaration shall not be rented or leased for a period of twenty-four (24) months following the acquisition of the home or Lot (as is established by the date of recordation of a deed or other instrument of conveyance) unless an already existing lease is in force at the time of transfer, in which case the lease will be honored until its expiration and the twenty-four (24) months will then begin tolling. Notwithstanding the foregoing, the following are not subject to the requirement of waiting twenty-four (24) months to rent or lease: 1) A home or Lot acquired by the Association by foreclosure of a lien for delinquent assessments or by a deed in lieu of such foreclosure; 2) A home or Lot acquired through inheritance; and 3) A home or Lot acquired by a trust of which the settlor is the immediate former Owner of the home or Lot and is a natural person or persons.

**h. Solar Panels:** Solar panels shall only be permitted at locations on a structure as are first approved in writing by the Association. However, in accordance with Section 163.04 of the Florida Statutes, as amended from time to time, the Association may not completely deny permission to install solar panels. The Association may determine the specific location where solar collectors may be installed on the roof within an orientation to the south or within 45° east or west of due south if such determination does not impair the effective operation of the solar collectors.

**i. Nuisances.** Nothing shall be done or permitted to be done or maintained on any Lot which may be or become an unreasonable annoyance or a nuisance to other Owners of Lots in the Subdivision.

**5.2 TYPE OF IMPROVEMENTS.** No building shall be erected, altered, placed or permitted to remain on any Lot or parcel other than one (1) detached, single-family dwelling not to exceed two (2) stories in height. Each such dwelling shall have a garage attached to it for not more than three (3) cars. No trailer, tent, or barracks-type or other temporary structure shall be

Amended and Restated  
Declaration of Restrictions  
for

Palm-Aire at Sarasota, Unit No. 6 (A/K/A Timberlake Village)

Page 5 of 10

placed or permitted on any Lot at any time, nor shall any structure of any type not attached to the main dwelling be permitted.

### **5.3 CONSTRUCTION.**

**a. Design:** All buildings shall be of a design consonant with the environment of prior units of DeSoto Lakes Country Club Colony and Palm-Aire of Sarasota.

**b. Specifications:** All buildings shall be placed on masonry foundations and shall be constructed of new and durable materials. All residences erected on any Lot shall have a minimum ground floor area of 1200 square feet, exclusive of porches, garages, and utility rooms.

**c. Approvals:** Plans and specifications for all structures and/or alterations and additions thereto shall be submitted for approval to the Association prior to commencement of any construction or improvements on any Lots or parcels.

**d. Completion:** Upon commencement of construction of any improvement, the Owner shall diligently and expeditiously carry same to completion in accordance with the plans and specifications as approved within nine (9) months of commencement of construction.

**5.4 SETBACK REGULATIONS.** No dwelling shall be erected on a Lot or parcel having an area less than ten thousand (10,000) square feet; closer than twenty-five (25) feet from the front Lot line; closer than fifteen (15) feet from the rear Lot line; closer than ten (10) feet from the side Lot lines; provided however, that in the case of irregular Lots only, the Association shall have the right to approve each individual variance from the terms of these setback regulations. The street line shall be considered the front Lot line, and the Owners of corner Lots shall designate one side fronting a street as the front Lot line. If two (2) or more Lots are owned and used as a building site, side Lot lines shall refer only to the lines bordering on the adjoining Owner's property.

**5.5 MULTIPLE LOT BUILDING SITES.** When a building site consists of more than one (1) Lot, the outside lines of the parcel shall, for easement and setback regulating purposes, be deemed the Lot lines of the building site. In no event shall less than a whole subdivided Lot be used for a building site.

**5.6 EASEMENTS.** Easements are reserved as shown on the plat to permit the construction and maintenance by the Association and/or public utility companies of water, gas, drainage, telephone, and other services of like nature. No permanent improvement shall be constructed on any such reserved easements. The Lot Owner shall maintain lawn and landscaping on such reserved easements.

## **5.7 LAWNS AND LANDSCAPING.**

**a.** As to all Lots, all lawns in front of the property shall extend to the pavement line. No gravel or blacktop or paved parking strips are to be allowed except as approved on the plot plan of the plans and specifications. Upon the completion of any building, the lawn area on all sides of the house shall be completely sodded with grass, it being the intent that all completed buildings shall be surrounded by a uniform green, luxuriant and well-kept lawn to the curb line on all sides of the Lot.

**b.** As to all Lots fronting on the dedicated lake, lawns and landscaping shall extend to the waters of said lake, with the upland Lot Owner maintaining the land, if any, between said Lot and the waters of the lake. Provided, however, no permanent improvement or fences shall be built within the 10-foot easement surrounding the lake, nor on the land between the Lot and the waters of the lake, nor into or over the waters of the lake, without express written consent of the Association.

**5.8 WALLS AND HEDGES.** No boundary, wall, fence, or hedge shall be built or maintained having a height of more than six (6) feet. No side of any wall, fence, or hedge shall be maintained in such manner as to be unsightly.

**a.** No fence, wall, or hedge shall be erected or maintained within twenty-five (25) feet of any Lot line abutting on a street, nor between such Lot line and the front face of the residence or principal structure standing on the Lot.

**5.9 SIGNS; FLAGS.** No sign of any kind shall be displayed at any Lot except one (1) sign of not more than seven hundred twenty (720) square inches (approximately 24" x 30") in area, advertising the property for sale or rent; and a sign of reasonable size provided by a contractor for security services within ten (10) feet of any entrance to the home; and any other types of signs allowed by Board-adopted rule. Notwithstanding anything to the contrary herein, any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than four and a half (4 1/2) feet by six (6) feet, which represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, or a POW-MIA flag. No other flags will be allowed on Lots except as allowed by Board-adopted rule.

**5.10 OUTSIDE SERVICE CONTAINERS AND CLOTHES LINES.** All garbage or trash containers, oil tanks and bottle gas tanks must be underground or placed in a walled-in area so that they shall not be visible from the adjoining properties, except at time of garbage collection. All exterior clothes drying lines or apparatus shall be located in rear or side yards and shall be appropriately screened from view of contiguous Lots and streets, consistent with these Restrictions.

## **ARTICLE 6 MAINTENANCE**

**6.1 MAINTENANCE OF LOTS AND IMPROVEMENTS.** Owners of Lots shall keep same mowed and free of debris and vegetation that may be either a health or fire hazard or detract from the aesthetic appearance of the surrounding area, and shall maintain the home and any other improvements upon the Lot in good condition, including, but not limited to, the paint and the roof. Upon the Owner's failure to maintain the Lot and the home and other improvements, the Association shall have the right, in its discretion, to mow, burn, or clear any weeds, grass or unsightly debris from any Lot deemed by the Association to be a health menace, fire hazard or to detract from the aesthetic appearance of the community, and to otherwise maintain the Lot, home and improvements; provided, however, that at least ten (10) days' written notice shall first be given by the Association to the Owner of the Lot. In the event the Association, after such notice, causes the subject work to be done, then and in that event, the costs of such work shall be charged to the Owner and shall become a lien on the subject property.

**6.2 MAINTENANCE OF MEDIAN AREAS AND WHITFIELD AVENUE WALL.** There is a wall on the easterly Lot line of Lots 4 through 6, 14 through 17, and 47 through 58 inclusive. The Association is hereby granted an easement over the easterly five (5) feet of said Lots to replace, repair, maintain and care for the wall. The Association shall repair, maintain, replace (if necessary) and care for said wall and for the median strip in all dedicated roads to the extent not cared for by the appropriate governmental body.

## **ARTICLE 7 TRACT "A"**

Tract "A" on the Plat of this Subdivision has been reserved as an entrance. Tract "A" is reserved for the use of all of the Lot Owners in the Subdivision. The Association shall have the obligation to maintain Tract "A" and the costs thereof shall be shared equally among all the Lot Owners. Tract "A" may be or have been conveyed to the Association.

## **ARTICLE 8 AUTHORITY TO LEVY FINES AND SUSPEND USE RIGHTS FOR VIOLATIONS OF DEED RESTRICTIONS**

**8.1 VIOLATION OF RESTRICTIONS.** The Association and any person owning a Lot in this Subdivision shall have the right to proceed at law or in equity against any person or persons who shall violate or attempt to violate this Declaration of Restrictions or any of its Exhibits or the Association Rules and Regulations, and may enjoin or recover damages for such violation. Any judgment in favor of the Association or any person owning a Lot in this Subdivision, rendered in respect of any action or proceeding pursuant hereto, shall include all court costs and attorneys' fees in such an amount that the court deems reasonable, including costs and fees incurred in appellate proceedings.

**8.2 FINES AND SUSPENSIONS FOR VIOLATIONS.** The Association has the right to levy fines and suspend use rights in accordance with and following the required procedures of Section 720.305 of the Florida Statutes. A fine of one thousand dollars (\$1,000.00) or more may become a lien against a parcel.

**8.3 PROPER NOTICE; COMMITTEE.** A fine or suspension levied by the Board of Directors may not be imposed unless the Board first provides at least fourteen (14) days' notice to the Owner and, if applicable, any occupant, licensee, or invitee of the Owner, sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board 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 the committee, by majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be imposed.

**8.4 NONENFORCEMENT AND INVALIDATION.** Failure to enforce any of the provisions of this Declaration of Restrictions or any of its Exhibits or the Association Rules and Regulations shall not be deemed a waiver of the right to do so thereafter, and the invalidation of any one or more of the provisions of same by judgment or court order shall in no way affect any of the remaining documents and provisions, which shall remain in full force and effect.

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

## **ARTICLE 9 GENERAL PROVISIONS**

**9.1 TERMS OF RESTRICTIONS.** The foregoing covenants and restrictions shall run with the land and be binding on the heirs, personal representatives, successors and assigns of all parties hereto, and said covenants and restrictions shall remain in full force and effect until January 1, 2040, and thereafter until terminated by consent of Owners of a majority of the Lots in the Subdivision.

**9.2 SEVERABILITY.** Invalidity of any of the covenants and restrictions herein contained by stipulation, agreement, judgment or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

**9.3 AMENDMENT.** This Declaration may be amended at any time and from time to time upon the approval of the Owners of at least a majority of all Lots, at a membership meeting duly called for such purpose, and upon the recordation in the County of an amendatory instrument, certifying that such approval has been obtained, executed by the president and secretary of the Association.



PLAT BOOK 19, PAGE 266  
SHEET 2 OF 3 SHEETS

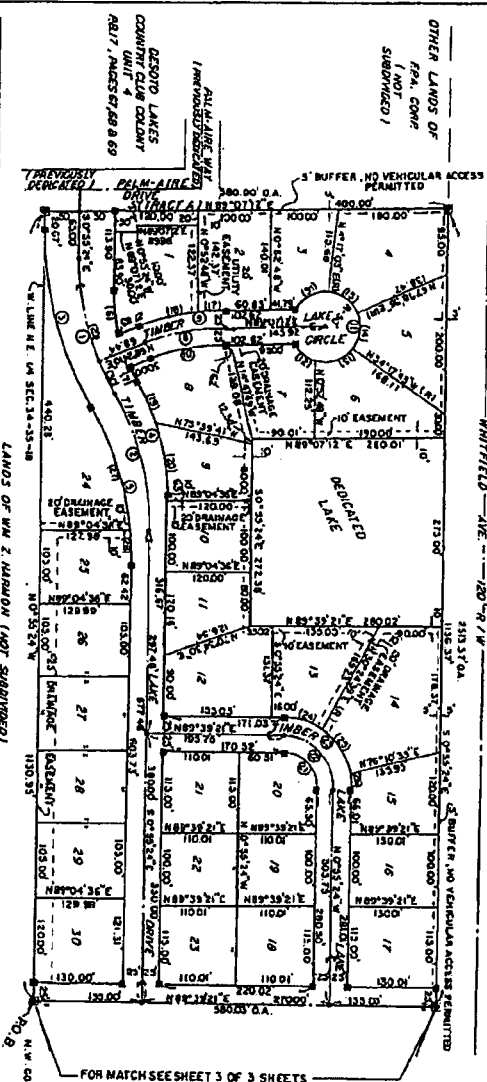
OF BLOCK LINES DETACHED UNLESS OTHERWISE SHOWN.  
RELATIONS ARE BASED ON AN ASSUMED MEMBRAN.

LOT LINE ARE HEAVILY OCEATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES AND DRAINAGE. WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO LOT LINE EASEMENT.

- PERMANENT REFERENCE ADJUSTMENTS
- PERMANENT CONTROL POINT (G & PC, PT. A & P.C.)
- PERMANENT CONTROL POINT (BLOCK LINE)
- RADIAL LINE
- PARTIAL CURVE
- OVERALL CURVE DATA

(NOT SUBDIVIDED)  
OTHER LANDS OF F.P.A CORPORATION

OTHER LANDS OF  
F.P.A. CORP.  
'NOT  
SUBMITTED'



NUMBER	RAJIB	DETA	ARC	CHOND	THATCH	CAT-CLARK
1	308.00	307.95	204.35	350.35	100.55	100.55
2	308.01	307.96	204.37	350.37	100.56	100.56
3	308.02	307.97	204.38	350.38	100.57	100.57
4	308.03	307.98	204.39	350.39	100.58	100.58
5	308.04	307.99	204.40	350.40	100.59	100.59
6	308.05	308.00	204.41	350.41	100.60	100.60
7	308.06	308.01	204.42	350.42	100.61	100.61
8	308.07	308.02	204.43	350.43	100.62	100.62
9	308.08	308.03	204.44	350.44	100.63	100.63
10	308.09	308.04	204.45	350.45	100.64	100.64
11	308.10	308.05	204.46	350.46	100.65	100.65
12	308.11	308.06	204.47	350.47	100.66	100.66
13	308.12	308.07	204.48	350.48	100.67	100.67
14	308.13	308.08	204.49	350.49	100.68	100.68
15	308.14	308.09	204.50	350.50	100.69	100.69

NUMBER	RAJIS	DETA	ANC	CHOD	TAMONT	CH. KERING
16	50.00	5709.50	54.80	53.55	51.85	5847.00
17	513.00	6731.00	59.82	58.82	51.82	5872.50
18	553.00	5874.00	88.60	88.30	40.00	5711.00
19	548.00	5110.00	66.80	66.70	51.57	5727.00
20	548.00	5710.00	75.00	70.55	52.50	5657.00
21	500.00	6072.00	113.28	112.85	45.50	5657.00
22	512.00	6072.00	116.00	109.35	51.50	5657.00
23	607.00	6072.00	156.00	155.35	51.50	5657.00
24	600.00	5074.00	50.64	50.64	51.50	5657.00
25	600.00	4975.50	79.88	77.17	43.17	5657.00
26	600.00	4876.50	12.85	24.51	11.21	5657.00
27	418.00	5746.00	124.51	120.00	50.82	5657.00
28	418.00	5746.00	124.51	120.00	50.82	5657.00
29	506.40	5746.00	103.70	150.71	77.80	5657.00
30	506.40	5746.00	50.34	50.34	25.30	5657.00

**MOSBY ENGINEERING ASSOCIATES, INC.**  
6501 SUPERIOR AVE., SARASOTA, FLORIDA



Prepared by and return to:  
Leah E. Ellington, Esquire  
Lobeck & Hanson, P.A.  
2033 Main Street, Suite 403  
Sarasota, Florida 34237  
(941) 955-5622 (Telephone)  
(941) 951-1469 (Facsimile)

**AMENDED AND RESTATED**

**ARTICLES OF INCORPORATION  
OF  
TIMBERLAKE VILLAGE ASSOCIATION, INC.**

These are the Articles of Incorporation of TIMBERLAKE VILLAGE ASSOCIATION, INC., a not-for-profit corporation under Chapter 617 of the Florida Statutes.

**ARTICLE I. NAME OF CORPORATION**

The name of this corporation is TIMBERLAKE VILLAGE ASSOCIATION, INC. (herein "the Association").

**ARTICLE II. PRINCIPAL OFFICE AND MAILING ADDRESS**

The principal office and place of business of the Association is 2205 Tallevast Road #365, Tallevast, FL 34270. The mailing address of the Association is 2205 Tallevast Road #365, Tallevast, FL 34270. The Association Board of Directors (herein "the Board") may change the location of the principal office and mailing address of the Association from time to time.

**ARTICLE III. DURATION**

The Association shall have perpetual existence unless and until dissolved as provided by law or as otherwise provided herein.

**ARTICLE IV. DEFINITIONS**

Unless otherwise provided herein to the contrary, all terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Restrictions for Palm-Aire at Sarasota, Unit No. 6 (A/K/A Timberlake Village) recorded in the Public Records of Manatee County, Florida, as such Declaration may be amended from time to time (herein "the Declaration").



## **ARTICLE V. PURPOSES**

The Association is organized to operate as a corporation not for profit pursuant to Chapter 617 of the Florida Statutes, as amended from time to time, and to administer and carry out the terms and provisions of the Declaration and its Exhibits.

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

- A.** To promote the health, safety and social welfare of the Owners of the Lots located within Palm-Aire at Sarasota, Unit 6 (herein "the Subdivision").
- B.** To maintain and replace landscaping, lawns, trees and shrubs, and to maintain and repair sidewalks, bicycle paths, and other improvements, if any, located on any of the Lots or other areas in the Subdivision for which the obligation to maintain and repair has been delegated to the Association.
- C.** To operate, maintain and repair the street lights located on any of the streets in the Subdivision which obligation to operate maintain, and repair has been delegated to the Association.
- D.** To supervise and control the specifications, architecture, design, appearance, elevation and location of all buildings, structures and improvements of any type, including houses, walls, fences, driveways and pavements, antennae, grading, drainage, disposal systems, and all other structures constructed, placed or permitted to remain in the Subdivision, as well as the alteration, improvement, addition, or changes thereof, including the landscaping surrounding the same.
- E.** To provide such services as may be deemed necessary or desirable by the Board and to acquire the capital improvements and equipment related thereto.
- F.** To purchase, acquire, replace, improve, maintain and repair such structures and equipment related to the health, safety and social welfare of the Members, as the Board, in its discretion, determines to be necessary or desirable.
- G.** To carry out all of the duties and obligations assigned to it as the Association under the terms of the Declaration of Restrictions.
- H.** To operate without profit and for the sole and exclusive benefit of its Members.

## **ARTICLE VI. POWERS**

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

- A.** To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform and carry out contracts of every kind and

nature with any person, firm, corporation or Association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

**B.** To establish a budget and to fix assessments to be levied against all Lots located in the Subdivision, which is subject to assessment pursuant to the Declaration of Restrictions for the purpose of defraying expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including providing a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance and improvements, and capital replacements.

**C.** To place liens against any Lot in the Subdivision for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

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

**E.** To adopt, promulgate and enforce rules, regulations, Bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

**F.** To delegate power or powers of the Association where such is deemed to be in its best interest by its Board of Directors.

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

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

**I.** To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association, and the terms and provisions of the Declaration of Restrictions.

**J.** In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

## **ARTICLE VII. MEMBERSHIP AND VOTING RIGHTS**

**7.1 MEMBERS.** The Members of this Association shall consist of all Owners of Lots in the Subdivision. Owners of such Lots shall automatically become Members upon acquisition of the fee simple title to any one of the Lots in the Subdivision.

**7.2 TERMINATION OF MEMBERSHIP.** The membership of any Member shall automatically terminate upon conveyance or other divestment of title to such Member's Lot, except that nothing herein contained shall be construed as terminating the membership of any Member who may own two (2) or more Lots so long as such Member owns at least one (1) Lot.

**7.3 INTEREST.** The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Lot which is the basis of the Member's membership.

**7.4 VOTING RIGHTS.** Each Member shall be entitled to one (1) vote for each Lot in which he or she holds a fee simple ownership. When more than one (1) person holds such interest in any Lot, all such persons shall be Members and the vote attributable to such Lot shall be cast as such co-owners shall determine, but in no event shall more than one (1) vote be cast nor shall such vote be divided. Except where otherwise required by law or by the provisions of the Declaration or these Articles of Incorporation, the affirmative vote of the Owners of a majority of Lots represented at any meeting of the Members duly called and at which a quorum is present shall be binding upon the Members.

## **ARTICLE VIII. BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors consisting of at least three (3) Directors. All directors shall be Members of the Association and residents of the State of Florida. Elections shall be by plurality vote.

All Directors shall serve for terms of three (3) years, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause upon the affirmative vote of a majority of such Members following the procedures described for recall under Chapter 720 of the Florida Statutes, and shall serve in accordance with the provisions of the Bylaws.

## **ARTICLE IX. BYLAWS**

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

## **ARTICLE X. AMENDMENTS**

These Articles of Incorporation may be amended by resolution of the Board.

#### **ARTICLE XI. REGISTERED AGENT**

The street address of the registered office of the Association is 2205 Tallevast Road #365, Tallevast, FL 34270, and the name of the registered agent at that address is Desch, Brandon. The Board may change the Association's registered office and registered agent from time to time as permitted by law.

#### **ARTICLE XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS**

All Officers and Directors shall be indemnified by the Association for and against all expenses and liabilities, including counsel fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any Officer or Director be indemnified for his or her own willful misconduct or, with respect to any criminal proceeding, his or her own knowing violation of provisions of law. The Association may purchase and maintain liability insurance for Directors and Officers, with the cost of such insurance being a common expense of the Association.

Prepared by and return to:  
Leah E. Ellington, Esquire  
Lobeck & Hanson, P.A.  
2033 Main Street, Suite 403  
Sarasota, Florida 34237  
(941) 955-5622 (Telephone)  
(941) 951-1469 (Facsimile)

**AMENDED AND RESTATED**

**BYLAWS  
OF  
TIMBERLAKE VILLAGE ASSOCIATION, INC.  
(Originally Palm-Aire at Sarasota Unit 6 Association, Inc.),**

**ARTICLE I.  
NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

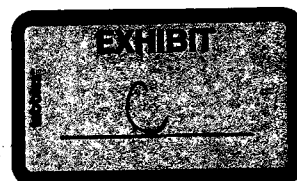
**1.1 Name.** These are the Amended and Restated Bylaws of TIMBERLAKE VILLAGE ASSOCIATION, INC. (herein "the Association"), a Corporation not for profit under the laws of the State of Florida.

**1.2 Principal Office.** The Association's principal office is 2205 Tallevast Road #365, Tallevast, FL 34270, or at such other place as may be established by resolution of the Board of Directors of the Association (herein "the Board") from time to time.

**1.3 Definitions.** Capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration of Restrictions for the Subdivision (originally recorded in Official Records Book 1562, Page 1460 of the Public Records of Manatee County, Florida), as it may be amended from time to time (herein "the Declaration"), unless the context indicates otherwise.

**1.4 Corporate Seal.** The Association shall have an official seal, which shall be in circular form bearing the name of the Association, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation. Alternatively, the words "Corporate Seal" or "Seal" may serve as the seal of the Association. In no event shall a seal be required to validate corporate actions unless specifically required by law.

**1.5 Identity.** The Association has been organized for the purpose of enforcing the Declaration, preserving and enhancing the natural beauty of the properties located within Timberlake Village (recorded as Palm-Aire at Sarasota Unit 6) Subdivision, (referred to herein as the "Subdivision"), and promoting the health, safety and welfare of the Owners of property located in the Subdivision.



## **ARTICLE II. MEMBERSHIP, VOTING, QUORUM, AND PROXIES**

**2.1 Qualification.** The qualification of Members, the manner of their admission to membership and termination of such membership, and voting by the Members, shall be as set forth in the Articles of Incorporation.

**2.2 Quorum.** A quorum at any meeting of the Association's Members shall consist of persons entitled to cast votes representing at least thirty percent (30%) of the total voting interests of the Association.

**2.3 Voting Certificate.** Where a Lot in this Subdivision is owned by more than one person or by a corporation, partnership or other entity, the vote of the Owner or Owners shall be cast by the person named in a certificate signed by all of the individual Owners of such Lot or by appropriate officials of any other legal Owner. Such certificate shall be filed with the Secretary of the Association and shall remain valid until revoked by subsequent certificate. If such a certificate is not on file with the Association's Secretary, then the vote of any such Owner or Owners shall not be considered in determining the requirement for a quorum or for any other purpose.

**2.4 Manner of Voting.** Votes may be cast either in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the designated time of the meeting.

**2.5 Online Voting.** The Association may conduct elections and other Owner votes through an Internet-based online voting system if an Owner consents, in writing, to online voting and if the requirements specified in the Homeowners' Association Act regarding online voting are met.

**2.6 Approval.** Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these Bylaws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of the holders of more than one-half (1/2) of the total votes of the Association represented at any duly called Members' meeting of which a quorum is present shall be necessary for approval of any matter and shall be binding upon all Members.

**2.7 Notices.** The Association shall be entitled to give all notices required to be given to the Members of the Association by these Bylaws or the Articles of Incorporation or the Declaration to the person or entity shown by the Association's records to be entitled to receive such notices at the last known-address shown by the records of the Association, until the Association is notified in writing that such notices are to be given to another person or entity or at a different address. To the extent allowed by law, notices may be provided by electronic transmission to all Members who have consented in writing to receive notices electronically.

### **ARTICLE III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP**

**3.1 Annual Meeting.** The Annual Meeting of the membership of the Association shall be held at such place as may be designated by the Board of Directors at 7:30 p.m. on the fourth Monday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the Members; or at such other day and time in February as the Board may determine.

**3.2 Special Meeting.** Special meetings of the Members shall be held whenever called by the President or Vice President or by a majority of the Board. Such meeting must be called by such officers upon receipt of a written request from Members whose votes represent more than one-half (1/2) of the total votes of the Association.

**3.3 Notice.** Notice of all Members' meetings, annual or special, shall be given by the President, Vice President or Secretary of the Association, or other officer of the Association designated by the Board, to each Member unless waived in writing, such notice to be written or printed and to state the time, place and the purpose for which the meeting is called. Such notice shall be given to each Member not less than fourteen (14) days nor more than thirty (30) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each Member within said time. When mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the Member at his or her post office address as the same appears on the records of the Association. Proof of such mailing shall be given by the affidavit of the person giving the notice and filed in the Association's minute book. Notice may be provided by electronic transmission to all Members who have consented in writing to receive notices electronically. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether executed and filed before or after the meeting, shall be deemed equivalent to the giving of such notice to such Member.

**3.4 Adjournment.** If any Members' meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Declaration of Restrictions, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

**3.5 Presiding Officer.** At meetings of the membership, the President or, in his or her absence, the Vice President, shall preside, or in the absence of both, the Board of Directors shall select a chairperson.

**3.6 Order of Business.** The order of business at the Annual Meeting of the Members and, as far as applicable and practical, at any other Members' meeting, shall be as follows:

- A. Calling of the roll and certifying of proxies;
- B. Proof of notice of meeting or waiver of notice;
- C. Reading of minutes;
- D. Reports of officers;
- E. Reports of committees;
- F. Appointment by the President of inspectors of election;
- G. Election of directors;
- H. Unfinished business;
- I. New business;
- J. Adjournment.

**ARTICLE IV.  
BOARD OF DIRECTORS; VACANCIES; ELECTIONS**

**4.1 Board of Directors.** The affairs of the Association shall be managed by a Board of Directors consisting of not fewer than three (3) nor more than five (5) Directors as may be determined from time to time by the resolution of the Board of Directors. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

**4.2 Vacancy.** Any vacancy occurring on the Board of Directors because of death, resignation, or other termination of services of any Director, shall be filled by the Board of Directors after consulting with the Nominating Committee (whose recommendations shall not be binding upon the Board). A director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office and shall continue to serve until his or her successor shall have been elected and/or appointed and qualified.

**4.3 Election of Directors.**

- A. At least sixty (60) days prior to the date set for the Annual Meeting of the Association, the Association shall notify Members of the date of the meeting and election.
- B. Nominations for election of Board Members shall be made by the Nominating Committee.

**C.** By forty-five (45) days prior to the date set for the Annual Meeting of the Association, the Nominating Committee shall notify the President of the names of the candidates nominated by it for election to the Board of Directors. The Board shall approve or disapprove the Nominating Committee's recommendations.

**D.** The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, a Member may nominate himself or herself for the Board at least forty-five (45) days prior to the date set for the Annual Meeting of the Association. Only Members of the Association may be nominated or nominate themselves to serve on the Board of Directors. An election is not required unless more candidates are nominated than vacancies exist.

**E.** All elections to the Board of Directors shall be made on written ballots which shall i) state the numbers of vacancies to be filled by the Members; and ii) set forth the names of both those nominated by the Nominating Committee and approved by the Board and those self-nominated Members. Not less than fourteen (14) days before the date of the Annual Meeting, the Secretary shall mail election ballots to all Association Members eligible to vote.

**F.** The completed ballots shall be returned to the Secretary at the address as designated upon each ballot.

**G.** There shall be no nominations from the floor.

**H.** The greatest number of votes for each vacancy shall determine the person elected as Director.

**I.** There shall be an Election Committee which shall consist of at least two (2) Members appointed by the Board of Directors. The Election Committee shall: i) Establish that the number of votes cast by each Member corresponds to the number of votes allowed to each such Member; and ii) Establish that the signature of the Member is genuine.

## **ARTICLE V. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**5.1** The Board of Directors shall have the power to:

**A.** Call meetings of the Members.

**B.** Appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall

be construed to prohibit the employment of any Member, officer or director of the Association in any capacity whatsoever, but if there is such a prohibition in the pertinent statutes then that prohibition will be upheld.

C. Establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

D. Authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

E. Exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to Members in the Declaration of Restrictions or the Articles of Incorporation of the Association.

5.2 It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs.

B. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

C. With reference to assessments of the Association:

(1) Fix the amount of the assessment against each Member for each assessment period in accordance with the provisions of the Declaration.

(2) Prepare a roster of the Members and assessments applicable thereto which shall be kept by the Treasurer of the Association and shall be open to inspection by any Member.

(3.) Send written notice of each assessment to every Member subject thereto.

D. Issue or to cause an appropriate office to issue, upon demand by any authorized person, a certificate in recordable form setting forth whether any assessment has been paid; and, if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any assessment therein to have been paid.

E. Make payment of all ad valorem taxes assessed against the Association property, real or personal.

F. Pay all expenses incurred by the Association for repairs, maintenance, services, insurance and other operating expenses.

**G.** Enforce by appropriate legal means the provisions of the Articles of Incorporation and these Bylaws and the Declaration, and any and all applicable laws and regulations.

## **ARTICLE VI. MEETINGS OF DIRECTORS**

**6.1 Annual Meeting.** The organizational meeting of a newly elected Board of Directors, which shall also be the Board's Annual Meeting, shall be held within twenty (20) days of their election at such time and at such place as shall be fixed by the Directors at the Annual Meeting of Members at which they are elected.

**6.2 Regular Meeting.** Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

**6.3 Special Meeting.** Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two (2) directors.

**6.4 Notice.** Notice of all meetings shall be given to each director, personally or by mail, electronically, telephone or facsimile and shall be transmitted at least three (3) days prior to the meeting. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously in the common areas at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. The Board shall adopt by rule, and give notice to the Members of, a specific location in the common areas upon which all notices of Board and/or committee meetings shall be posted.

**6.5 Waiver.** A Director may waive in writing notice of a meeting of the Directors before or after the date and time stated in the notice. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting, except where the Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting.

**6.6 Participation.** A Director's participation in a Board meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such Director may vote as if physically present. A speaker must be used so that the conversation of such Directors may be heard by the Directors attending in person as well as by any Owners present at a meeting.

## **ARTICLE VII. OFFICERS**

**7.1 Officers.** The officers shall be a President, a Vice President, a Secretary, and a Treasurer and such other officers as the Board of Directors shall deem appropriate from time to time. The President shall be a Member of the Board of Directors, but no other officer need be a

Director. The same person may hold two (2) offices, the duties of which are not incompatible, provided however, that the office of President and Secretary shall not be held by the same person. All of the officers of the Association shall be elected by the Board of Directors at the Annual Meeting of the Board of Directors. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and qualified, or until his or her earlier resignation or removal. Any officer may be removed by vote of the Directors at any Board meeting, and the Board may then fill that vacant officer position.

**7.2 President.** The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and shall sign all leases, mortgages, deeds and all other written instruments. The President may, but need not, be a required signatory on checks of the Association.

**7.3 Vice President.** The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President; shall perform all the duties of the President in his or her absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

**7.4 Secretary.** The Secretary shall perform all duties incident to the office of secretary of an Association and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He or she or any Assistant Secretary shall sign all certificates of membership. The Secretary shall keep the records of the Association. He or she shall record in a book kept for that purpose the names of all of the Members of the Association with each Member's current address as registered by such Member.

**7.5 Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association. The Treasurer, or his or her appointed agent, shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. The Secretary or appointed agent shall prepare: (1) an annual budget, (2) a statement of receipts and disbursements, and (3) a balance sheet; and the same, together with the report of the certified public accountant, shall be available for the inspection upon reasonable request of a Member.

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

## **ARTICLE VIII. FISCAL MANAGEMENT**

The provisions for fiscal management of the Association, forth in the Declaration of Restrictions and Articles of Incorporation, shall be supplemented by the following provisions:

**8.1 Fiscal Year.** The fiscal year of the Association shall be the calendar year unless otherwise established by Board resolution.

**8.2 Budget.** The Board shall adopt a budget for each fiscal year, which shall contain estimates of the cost of performing the functions of the Association, and shall levy an annual assessment based thereon.

**8.3 Assessment.** Copies of the budget and annual assessments shall be transmitted to each Member on or before February 1st of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, copy of the amended budget shall be furnished each Member concerned. Delivery of a copy of such budget or amended budget shall not be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

**8.4 Date Due.** The annual assessment shall be due and payable on or before March 1st of each year and shall become delinquent after that date. Assessments not paid when due may bear interest at the highest rate allowed by law until paid.

**8.5 Depository.** The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

**8.6 Board of Directors Insurance.** Fidelity bonds or proper insurance shall be required by the Board for all persons authorized to sign checks or otherwise disburse, withdraw, or control Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds shall be paid by the Association as a common expense of the Association. Notwithstanding the foregoing, if annually approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may waive the requirement of obtaining an insurance policy or fidelity bond for all persons who control or disburse funds of the Association.

**ARTICLE IX.  
PARLIAMENTARY RULES**

Except as may be modified by Board resolution, Robert's Rules of Order (the edition published on the date closest to the meeting) shall govern the conduct of Association proceedings when not in conflict with applicable law or the Governing Documents. The Board of Directors may adopt additional rules by majority vote.

**ARTICLE X.  
COMMITTEES**

**10.1** The standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

Unless otherwise provided herein, each committee shall consist of a chairperson and two (2) or more Members and shall include a Member of the Board of Directors. The committees shall be appointed by the Board of Directors within thirty (30) days after each Annual Meeting of the Board of Directors, to serve until the succeeding Committee Members have been appointed.

**10.2** The Nominating Committee shall have the duties and functions described in these Bylaws.

**10.3** The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of properties in the Subdivision and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.

**10.4** The Board of Directors may appoint such other committees from time to time as it deems desirable.

**10.5** The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nominating Committee) shall have the power to appoint sub-committees from among their membership and may delegate to any such sub-committees any powers, duties, and functions.

**10.6** It shall be the duty of each committee to receive written complaints from Members of any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association which is further concerned with the matter presented.

## **ARTICLE XI. AMENDMENTS**

These Bylaws may be amended by a majority vote of the Directors present at a duly noticed and constituted meeting of the Board provided that the proposed amendment is contained in or included with the notice of such meeting.

## **ARTICLE XII. EMERGENCY BOARD POWERS**

**12.1 Emergency Powers Under Chapter 617, F.S.** In the event of any "emergency" as defined in Subsection G below, the Board may exercise the emergency powers described in this Section 12.01, and any other emergency powers authorized by Sections 617.0207 through 617.0303, Florida Statutes, as amended from time to time.

- A.** The Board may name as assistant officers, persons who are not Directors, which assistant officers shall have the same authority as the executive officers whom they assist during the period of the emergency, to accommodate the incapacity or absence of any officer of the Association.
- B.** The Board may relocate the principal office, or designate alternative principal offices or authorize the officers to do so.
- C.** During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.
- D.** Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.
- E.** Any officer, Director, or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- F.** These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- G.** For purposes of this Section 12.11 only, an "emergency" exists only during a period of time that the Subdivision, or the immediate geographic area in which the Subdivision is located, is subject to:

- (1.) A state of emergency declared by local civil or law enforcement authorities;
- (2.) A hurricane watch or warning;
- (3.) A partial or complete evacuation order;
- (4.) Federal or state "disaster area" status; or
- (5.) A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Subdivision, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this Article during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or another similar event. A determination by any two (2) Directors, or by the President or by a Director and the manager that an emergency exists shall have presumptive quality.

**12.2 Emergency Powers Under Chapter 720, F.S.** In response to damage or injury caused by or anticipated in connection with an event for which a state of emergency is declared in the pertinent area pursuant to Section 252.34(4), F.S., as amended from time to time, the Board may, but is not required to, exercise the emergency powers stated in Section 720.316, F.S., as amended from time to time, including, but not limited to, the following:

- A. The Board may cancel and reschedule any Association meeting.
- B. The Board may, based upon advice of emergency management officials or public health officials or upon the advice of licensed professionals retained by or otherwise available to the Board, determine any portion of the Common Areas or facilities unavailable for entry or occupancy by Owners, family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.

Reasons for this Section 12.2 being utilized include, but are not limited to, hurricane and pandemic.

## **ARTICLE XIII. GENERAL**

**13.1 Conflicts.** In the case of any conflict between provisions set forth in the Declaration and these Bylaws, the Declaration shall control.

**13.2 Waiver.** No provision of these Bylaws or any regulation promulgated by the Board of Directors pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

**13.3 Severability.** The provisions of these Bylaws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

**13.4 Captions.** Captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision.

**13.5 Gender and Number.** All nouns and pronouns used herein shall be deemed to include all genders, and the singular shall include the plural and the plural shall include the singular whenever the context requires or permits.

**13.6 Governing Law.** These Bylaws shall be governed by Florida law.