

This instrument was prepared by,  
or under the supervision of  
(and after recording return to):

OCT 04 2017

Frazier & Brown, Attorneys at Law  
202 S Rome Ave.  
Suite 125  
Tampa, FL 33606

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR AVALON VILLAGE, ALONG WITH ARTICLES OF  
INCORPORATION AND BYLAWS FOR THE  
HOMEOWNERS' ASSOCIATION OF AVALON  
VILLAGE, INC.**

THIS AMENDMENT is made this 3<sup>rd</sup> day of October, 2017 by **The Homeowners' Association of Avalon Village, Inc.**, a Florida not-for-profit Corporation (the "Association").

The Association has placed on record the Declaration of Covenants and Restrictions for Avalon Village ("Declaration"), along with the Articles of Incorporation ("Articles") and Bylaws for the Homeowners' Association of Avalon Village, Inc. recorded on August 18, 2005, in the Official Records Book 2084, Page 1236, in the Public Records of Hernando County, Florida, and is hereby amended by the recording of this Amendment to the Declaration, Articles, and Bylaws.

**RECITALS**

*LandBuilder, LLC*

**WHEREAS,** ~~Avalon Development, LLC~~ (*LandBuilder, LLC* "Developer"), is listed at the Developer within the Declaration; and

*10/13/17*

**WHEREAS,** pursuant to 12.5(b) of the Declaration, the Developer is permitted to amend the Declaration at will, without the consent of any party, as long as Developer has Class B membership; and

**WHEREAS,** pursuant to 11.2 of the Articles, the Developer is permitted to amend the Articles at will, without the consent of any party, as long as Developer has Class B membership; and

**WHEREAS,** pursuant to 14.2 of the Bylaws, the Developer is permitted to amend the Bylaws at will, without the consent of any party, as long as Developer has Class B membership; and

**WHEREAS,** the Developer continues to retain Class B membership as of the execution of this documents; and

**WHEREAS,** the Developer intends to amend the Declaration, Articles, and Bylaws on behalf of the Association, and intends to record these amendments to evidence such amendments on terms set forth herein.

**NOW, THEREFORE,** the Association amends its Declaration, Articles, and Bylaws as follows:

*A*

(Deleted language is marked with a ~~strike-through line~~, and new language is marked with a double-underline.)

**I. Article X, Section 6, of the Declaration is hereby amended to read as follows:**

Section 10.6 **Motor Vehicles and Boats**. No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, or utility vehicles shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building, or otherwise screened, so as to be totally isolated from public view. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder.

All permitted vehicles within Association belonging to Association members, residents, occupants, or any guest of any Association members shall only be parked in garages or on driveways, and shall not in any event be parked on any portion of any street, individual lawn, sidewalk, public or private right-of-way within the Property, or Common Areas within the community, unless otherwise expressly stated in this provision or in writing by the Board. By virtue of membership in the Association, all members agree to this entire provision, even in regards to the prohibition on street parking, as well as all other provisions within the Declaration. Members are responsible for the parking and vehicles owned by the residents, occupants, tenants, or guests of their home. Specific exceptions to the street parking restriction are only as follows, unless otherwise stated: (i) upon receiving written approval from the Board for a written request from a resident that was given seventy-two (72) hours' in advance, for guests to temporarily park on the street for a set time for an event of some kind (i.e.: birthday, celebration, etc.); or (ii) on holidays the Board shall deem at its discretion as approved for general street parking (i.e.: Thanksgiving, Fourth of July, etc.). This section shall not apply to law enforcement, firefighting, rescue squad, ambulance, or other emergency vehicles or vessels that are marked as such and owned by any governmental entity.

By virtue of membership in the Association and/or accepting title to a Lot, the Owner provides the Association an irrevocable right to remedy parking or vehicle violations in the following manner:

All vehicles of a member, member's tenant or occupant, or any vehicles of a member's guest, may cause the member to be subject to a specific assessment, and in addition they may be fined, booted, or towed for a violation of the Association's parking and/or vehicle policy, including but not limited to not being completely parked on a driveway or in the garage, violating any Association rule or regulation regarding parking, or being parked on any street. The member must indemnify the Association for any damages regarding towing of a member's vehicles or a vehicle

belong to a member's tenant, occupant, or guest. Also, by virtue of membership in the Association no notice is required to tow, no county notices or signs in order to initially tow need to be posted; however, the Board may determine to have at least a twenty-four (24) hour notice if deemed necessary. These remedies are not exclusive, and the Board may use any other remedy available to them under the governing documents or at law. At the Board's discretion, any person subject to multiple violations may be dealt with more severely. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Lot irrevocably grants the Association and its designated towing service the right to enter a Lot and tow or boot vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason shall be grounds for relief of any kind. The member must indemnify the Association for any damages regarding towing of a member's vehicles or a vehicle belonging to a member's tenant, occupant, or guest. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. ~~By accepting title to a Lot, the Owner provides the Association the irrevocable right to tow and remove vehicles parked on the Owner's Lot and Common Area which are in violation of this Declaration.~~ An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

The Association may establish a vehicle registry for the community that shall require all members, residents, tenants, or occupants of the community who own vehicles to register their vehicle with the Association. The Board shall have the authority to administer this registry at its discretion. This registry will allow the Association to track what vehicles belong to residents within the community, and be used as a tool to help protect the health, safety, and welfare of the community.

**II. Article XII, Section 5(c), of the Declaration is hereby amended to read as follows:**

After the Developer is no longer a Class B member, but subject to the general restrictions set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) the Owners holding two-thirds (2/3) or more of the total-votes of the Association (in person or by proxy or electronic vote) at a duly noticed meeting of the members in which a quorum is present.

**III. Article VII, Section B, of the Articles is hereby amended to read as follows:**

X

Elections shall be by plurality vote. At the first ~~annual~~-election of the Board of Directors where the membership may vote for all available seats on the Board, the terms of office of the elected Director receiving the highest number of votes shall be established at three (3) two (2)-years. The other Directors shall be elected for terms of two (2) years or of one (1) year each, with the individuals receiving the next highest level of votes getting a two (2) year term and the one with next highest level getting a one (1) year term. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for ~~two (2)~~ three (3) years expiring at the ~~second-next~~ next annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

**IV. Article XI, Section 3, of the Articles is hereby amended to read as follows:**

(3) From and after the end of Class B membership, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) (2/3) of the ~~total~~-votes allocated to the Members pursuant to these Articles (in person or by proxy or electronic vote) at a duly called meeting of the Members in which there is a quorum.

**V. Article XI, Section D, of the Bylaws is hereby amended to read as follows:**

The presence, in person or by proxy, of the Members holding not less than thirty percent (30%) of the total votes in the Association as established by the Articles of Incorporation, shall constitute a quorum of the Membership for elections to the Board of Directors, while all other meetings for the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws shall require at least five percent (5%) of the total votes in the Association.

**VI. Article XII of the Bylaws is hereby amended to read as follows:**

**XII. PROXIES AND ELECTRONIC VOTE.**

A. At all meetings of the Members, unless otherwise stated within the governing documents, each Member may vote in person or by limited or general proxy, except for elections which each members must cast their own vote, and it may also be used to establish quorum. In addition, upon a Board vote, in accordance with Florida Statutes, members may also utilize electronic vote, online vote, or electronic proxy to vote, unless otherwise stated within these governing documents. For the purpose of clarity, any reference to proxy within these governing

documents shall also mean limited proxy, general proxy, electronic vote, online vote, or electronic proxy.

- B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property. All proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution.
  
- C. For elections of the Board of Directors, the Members shall vote ~~in person or by proxy at a meeting of the Members, or by a~~ their own written ballot that each Member personally casts. Proxies (limited or general), electronic vote, online vote, and/or electronic proxy may not be used in elections to the Board of Directors, to vote and/or establish quorum.

**VII. Article XIV, Section 3, of the Bylaws is hereby amended to read as follows:**

(3) From and after the end of Class B membership, but subject to the general restrictions on amendments set forth above, and for the purpose of ensuring consistency with the controlling documents and provision in Articles of Incorporation Article X, these Bylaws may be amended, altered, or repealed by a majority vote of the Board of Directors, ~~with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) (2/3) of the total votes allocated to the Members pursuant to these Articles (in person or by proxy) at a duly called meeting of the Members in which there is a quorum.~~

**VIII. Except as specifically modified herein, the Declaration, Articles, and the Bylaws shall remain in full force and effect without modification.**

[The rest of this page is intentionally left blank.]



IN WITNESS WHEREOF, the undersigned Developer has caused the Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this \_\_\_\_ day of \_\_\_\_\_ 2017, at \_\_\_\_\_ County, Florida.

~~Land Builders, LLC~~  
~~Avalon Development, LLC~~  
A Florida Limited Liability Company

By: \_\_\_\_\_  
Agent or Representative of the Developer

Print Name: DEVON S. RUSHNELL

Deborah L. Heath  
Witness Signature

Print Name: Deborah L. Heath

Randy L. Campbell  
Witness Signature

Print Name: RANDY L. CAMPBELL

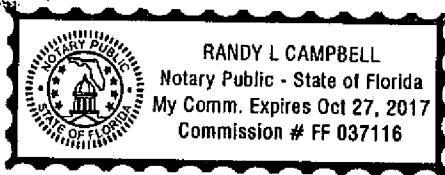
STATE OF FLORIDA  
COUNTY OF Manatee

THE FOREGOING INSTRUMENT was acknowledged before me this 3<sup>rd</sup> day of Oct, 2017, by Devon S. Rushnell, as agent or representative of the Developer, who  is personally known to me or  has produced FL Driver's license as identification. ~~and~~

Randy L. Campbell  
Notary Public

Randy L. Campbell  
Print Name

My Commission Expires: 10/27/2017



(Notary Seal)