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CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIMBERLY, PHASE I & II, A SUBDIVISION

THIS CERTIFICATE OF AMENDMENT is executed this 20th day of APRIL , 2021, by TIMBERLY HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

RECITALS

WHEREAS, the Association has been established for the operation of Timberly Homeowners' Association, in accordance with the Declaration of Covenants, Conditions and Restrictions for Timberly, Phase I & II, a Subdivision ("Declaration") recorded in Official Records Book 1601 Page 3713 of the Public Records of Manatee County, Florida, as amended from time to time;

WHEREAS, an amended and restated version of the Declaration was approved by the requisite number of Members pursuant to Section 6 of Article X of the Declaration.

NOW THEREFORE, the Association does hereby state as follows:

- The foregoing recitals are true and correct and are incorporated herein by reference and all current and future Members of the Association are hereby bound by the attached documents.
- The Declaration recorded in the Book and Page number described above has hereby been replaced by the attached Amended and Restated and Restated Declaration of Covenants, Conditions and Restrictions for Timberly Phase I & II, a Subdivision.

[TWO SIGNATURE PAGES TO FOLLOW]

of April	ESS WHEREOF, the undersign	ed have set their hands and seal this $26\hbar$ day
WITNESSES: Chary- Print Name: Ch	A Gardner	
	· · · · · · · · · · · · · · · · · · ·	(Seal of Corporation)
STATE OF FL	- Nanatee	
presence or □ onling Sprey Inc., a Florida not-	ine notarization, this 76 day	owledged before me by means of physical of April 2021, by ident of Timberly Homeowners' Association, ersonally known to me or who has produced Online R Ramah Signature of Notary Public
		Print name: <u>Chelsey & Branch</u> Title/Rank: <u>Public Notary</u>
		Serial Number:
		CHELSEY B BRANCH Notery Public-State of Florida Commission # HH 76226 My Commission Expires January 03, 2025

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of april	CSS WHEREOF, the undersign , 2021.	ed have set their hands and seal this 24 day
WITNESSES:		TIMBERLY HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation
Church Co	Jackson .	By: Dianae Hugher Secretary
Print Name: <u>A</u>	ERYL A. GARDNE	R.
1,600	Λ	
Print Name: Re W	estERecting	S. C.
	· ·	(Seal of Corporation)
STATE OF	<u>L</u> Nanatee	
presence or onling on onling on the large of	ne notarization, this 26 day	owledged before me by means of physical of April , 2021, by etary of Timberly Homeowners' Association, ersonally known to me or who has produced
		Signature of Notary Public
		Print name: Chelsey & Branch
		Title/Rank: Public Notary
		Serial Number:
Document #1318283		CHELSEY B BRANCH Notary Public-State of Florida Commission # HH 76226 My Commission Expires January 03, 2025

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIMBERLY PHASE I & II, A SUBDIVISION

[Substantial Rewording of the Declaration of Restrictions.

See original Declaration of Restrictions and prior amendments for present text.]

ARTICLE I INTRODUCTION AND SUBMISSION

- 1. The Property and Submission Statement. Curtis S. Petzoldt and Petzoldt Construction Co, an Ohio Corporation (hereinafter "Developer") owned the fee simple title to certain land described in Exhibit "A" attached hereto ("Property"). Developer submitted the Property, and all improvements erected, or to be erected thereon, all easements, rights and appurtenances belonging thereto, to the OWNERS' obligations and use restrictions described in the original Declaration recorded in Book 1601 Page 3713 of the Public Records of Manatee County, as subsequently amended, and in accordance with Florida Statutes Chapter 720, as amended from time to time.
- 2. The Subdivision. The Subdivision was developed for single-family residential usage. The name by which this community is identified is TIMBERLY. TIMBERLY is governed by this Amended and Restated Declaration, as well as the Articles of Incorporation of Timberly Homeowners' Association, Inc. ("Articles") and Bylaws of Timberly Homeowners' Association, Inc. ("Bylaws") attached as Exhibit "B" to the original Declaration.

ARTICLE II DEFINITIONS

The following words and terms, shall have the following meanings, when used in this DECLARATION or Supplemental DECLARATION:

- 1. "Architectural Reviews means the requirements of this DECLARATION that site plans and development plans for improvements and alterations to, and landscaping of, lots, parcels, sub-association property and structures thereon, as well as repair or restoration thereof, be reviewed and approved.
- 2. "Articles" mean the Articles of Incorporation of the ASSOCIATION.
- 3. "Assessment" means a charge against a particular OWNER and his lot, made by the ASSOCIATION in accordance with this DECLARATION. The following meanings shall be given to the following types of Assessments:
 - (a) "Regular Assessment" means the recurring periodic assessment for each OWNER's share of the budgeted common expense;
 - (b) "Special Assessment" means any assessment other than a regular assessment. Special assessment may include, but shall not necessarily be limited to, amounts necessary to supplement regular assessments, costs to bring a particular OWNER, lot into compliance with this DECLARATION, the Articles, Bylaws or Rules adopted pursuant hereto; costs of adding, improving, repairing or replacing common property; or the cost of any service, material or combination thereof obtained by the ASSOCIATION for the use and benefit of an OWNER or his lot or parcel as provided herein.
- 4. "Association" means TIMBERLY HOMEOWNERS' ASSSOCIATION, INC., a Florida non-profit corporation,

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its successors and assigns.

- 5. "Board" means the BOARD of DIRECTORS of the ASSOCIATION.
- 6. "Bylaws" means the Bylaws of the ASSOCIATION.
- 7. "Common Expenses" means the actual and estimated cost of (a) administration and management of the ASSOCIATION, (b) maintenance, ownership and operation of the common property. (c) any item designated as a common expense, and (d) any material, service, tax, premium, assessment or charge reasonably or necessarily incurred by the ASSOCIATION arising from its ownership, operation, maintenance, management, administrative or other obligations set forth herein, in the Articles or Bylaws, or which are in furtherance of the purposes of the ASSOCIATION or that are incurred in discharge of any obligation expressly or impliedly imposed on the ASSOCIATION hereby.
- 8. "Declaration" means this DECLARATION, including any amendments hereto and any Supplemental DECLARATION filed hereunder. The term "DECLARATION" shall have the same meaning as the term "COVENANTS."
- 9. "Member" means every person or entity qualified for membership in the ASSOCIATION.
- 10. "Owner" means the single or multiple OWNER of record of the fee simple title to any lot or parcel, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE III TIMBERLY HOMEOWNERS' ASSOCIATION

- 1. <u>Name</u>. The name of the entity responsible for the operation and management of the Property is Timberly Homeowners' Association, Inc., a Florida corporation not-for-profit.
- 2. <u>Powers and Duties</u>. The Association shall be the entity responsible for the management, maintenance, operation and control of the Common Areas and other designated areas within the Property. The Association shall be the primary entity responsible for enforcing the Association Documents. The powers and duties of the Association shall include those set forth in the Articles and Bylaws, as amended from time to time, and as provided by law.
- 3. Membership. Only OWNERS of lots, shall be MEMBERS of the ASSOCIATION. Each OWNER accepts such membership and agrees to be bound by this DECLARATION, the Articles, Bylaws and the Rules and Regulations adopted pursuant thereto. Membership may not be transferred separate and apart from a transfer of ownership of a lot. Membership commences upon acquisition, and terminates upon sale or transfer, of an OWNER's interest in a lot, whether voluntary or involuntary.
- 4. <u>Voting Rights.</u> For purposes of voting rights only, the ASSOCIATION has one category of membership, i.e. regular membership.
 - (a) Regular Membership. MEMBERS are entitled to one vote for each lot owned; provided, however, that multiple OWNERS of a lot have only one aggregate vote for such lot. The voting rights of regular MEMBERS are delegated as provided by this DECLARATION and the Bylaws.
- 5. <u>Election of Board of Directors.</u> Directors of the ASSOCIATION shall be elected and removed and vacancies on the BOARD shall be filled as provided in the Bylaws.

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ARTICLE IV BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS

The following restrictions, maintenance obligations and covenants are applicable to all Single-Family Lots in the Subdivision, except as provided in the Neighborhood Documents.

1. <u>Residential Use.</u> The Lots subject to this DECLARATION may be used for single-family residential living units and for no other purpose. No business or commercial building may be erected on any Lot, and no business, occupation, or profession may be conducted on any part thereof.

2. Dwellings.

- (a) Residential Homes shall contain at least one thousand two hundred twenty (1,220) square feet of enclosed living area (exclusive of open or screen porches, terraces, and garages), which dwelling shall not exceed 35 feet in height nor exceed one (1) story in height.
- (b) No flat roofs nor roofs having a slope of less than 6:12 and no built-up roofs shall be permitted on the main portion of any building. The composition of all pitched roofs must be twenty-five or more, (25+) year dimensional fungus resistant shingle, or such other composition or material as may be approved by ARC. Roofs over outdoor areas or lanais shall be constructed of the same material as the main portion of the dwelling. Screened roofs may be used over pools and lanais.
- (c) Modifications to any dwelling must be compatible in appearance to the existing dwelling. The ARC Committee and the BOARD reserves the right for final approval of all construction plans, including architectural style and color.
- (d) No change in grade (whether filling or otherwise) shall be made which will adversely affect drainage of any Lot or drainage of any adjacent Lots. Changes are subject to approval by ARC.
- (e) All roof penetrations in the residence, including ventilation pipes and exhaust fans, shall be to the side or the rear of the roof and shall not front on the street designated as the primary entrance. Any and all roof penetrations, stacks, vents, and flashing shall be painted black at the same time a new roof is installed.
- (f) Gutters and downspouts shall be painted white. Stormwater flow must be directed to, and conform with, the approved stormwater drainage plan and requirements so as not to affect adjacent property.
- 3. Setback Line. No dwelling, building or other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure, and the like) shall be erected or placed upon any part of a Lot such that any portion of said dwelling, building or structure (excluding normal eaves or over hangs): (a) encroaches on any "building setback line or easement denoted on the Plat of the Subdivision; (b) encroaches on any easement reserved unto or granted pursuant to the provisions of this DECLARATION of Restrictions or the Plat; or (c) is constructed in violation of any setback requirements of Manatee County then in effect. Notwithstanding any of the above, terraces, patios, low platforms or steps, decks, and similar low, open, unroofed and unscreened construction may be erected within the setback areas, provided that such construction: (1) does not encroach on any easement; (2) does not violate any provisions of law; (3) in the opinion of the ARC, does not interfere with the exposure, view or reasonable privacy of adjoining or facing properties; and (4) is otherwise approved by ARC. All homes shall be centered on their lots.
- 4. <u>Garages Required</u>. All houses shall have, at maximum, a two-car garage. All garages must have garage doors that are to be maintained in a useful, working condition and which are operated by electric door openers.

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- 5. Antenna. No antenna, mast, satellite dish, disc or other similar radio or telecommunication sending or receiving device may be located on the Common Areas or protrude beyond the boundaries of the Residential Home. OWNERS shall be permitted to place such devices in areas within their exclusive control to the extent required by the Federal Communications Commission. The Association may, by regulation, impose procedures, restrictions and other provisions relating to the installation and location of such devices as may be permissible under the regulations of such governmental agency.
- 6. Screening of Air Conditioner Compressors & Garbage Containers. All garbage or trash containers must be placed within an enclosed or screened area. Heating, ventilation, air conditioning equipment, fans and pool equipment located outside a building shall be similarly screened from view and buffered by a 40" high block wall, covered with a cementious veneer and painted the same color as the house, or screened with hedges. No window or wall air-conditioning units shall be permitted. No oil, water and gas storage tanks or other such equipment is permitted.
- 7. <u>Driveway Construction</u>. All dwellings shall have a driveway of at least sixteen (16) feet in width at the entrance to the garage. All driveways must be constructed with unpainted concrete, unless prior approval for other material is obtained from ARC. Where curbs or swales are required to be disturbed for driveway entrances, same shall be restored to their original grade and condition by the Lot OWNER in a neat and orderly fashion acceptable to ARC. No portion of a driveway shall be located within five (5) feet of the side line of any Lot nor within five (5) feet of such line extended to the pavement of the street.
- 8. <u>Underground Wiring.</u> No lines or wires for communication or the transmission of current or signals shall be constructed, placed or permitted to be placed upon any Lot unless the same shall be inside a building or underground.
- 9. <u>No Trailers or Temporary Buildings</u>. Except as may be reasonably necessary for construction work, no tents, trailers, vans, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot or Tract without the written consent of the Association.

10. Maintenance, Landscaping and Trees.

- (a) The ASSOCIATION shall be responsible for the scheduled cycle of pressure washing and painting, including paint preparation, of the exterior walls of the residential buildings constructed on the lots. The OWNER shall be responsible for the cost of all other maintenance, repairs and replacement on the exterior of the building.
- (b) Landscape plans involving the use of rock, stone, sand, shell or hard surfaces for total or substantially total landscaping in front yards will not be approved. Use of such materials are limited to 10% of the front yard landscape area coverage without approval of ARC. All lawns and landscaping shall extend to the pavement line in front of any dwelling and to the normal water line for those Lots adjacent to lakes. An underground irrigation system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all landscaped Lots.
- (c) The ASSOCIATION shall be responsible for the trimming of bushes, and hedges contained within the exterior landscaping on the front, side and rear of each unit in TIMBERLY, including, mowing of lawns. At no time may the homeowner remove all landscaping from the front of the unit without approval of ARC. Such landscaping must be Florida friendly plantings and replaced within a thirty-day (30) period.
- (d) The OWNERS are responsible for the installation, maintenance and removal of the canopy tree(s) on their property. The ASSOCIATION is responsible for all maintenance of canopy trees in the common areas of the TIMBERLY community.
- 11. Fences, Hedges and Walls. Walls, fences and hedges are an intrusion of the open character of the TIMBERLY

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SUBDIVISION and may have both a visual and physical impact on adjoining property. Hedges may not be installed on the property lines between units. Walls and fences shall not be permitted.

- 12. Mailboxes. An ARC approved mailbox must be installed and maintained on each lot by the OWNER.
- 13. <u>Artificial Vegetation.</u> No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any portion of any Lot.
- 14 <u>Vehicles.</u> No vehicle shall be parked in the Subdivision except on a paved driveway or inside a garage. No trucks or vehicles which are used for commercial purposes, other than those present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, vans, motor homes, motorcycles, and recreational vehicles shall be permitted to be parked in the Subdivision only while loading or unloading or while parked inside a garage and concealed from public view. Any vehicle not in operating condition shall immediately be removed from the Subdivision, or may be subject to being towed by the Association.
- 15. **Roadways**. No Lot or any portion thereof shall be open, dedicated, or used as a street, road, pathway, or other thoroughfare, whether public or private.
- 16. <u>Signs.</u> No sign or visual display of any kind shall be displayed to public view on any Lot except, no more than one sign indicating that a Lot is for sale, of a maximum size of 25 inches wide and 18 inches in height may be placed on a Lot and shall be located in front flowerbed. Signs shall be removed no later than five (5) business days after the closure of the sale.
- 17. Animals. No activities of noxious or offensive nature, including, but not limited to, the maintenance of poultry farms, hog farms, or cattle feeding pens shall be conducted within the Subdivision. No hogs, poultry, horses, cattle or farm animals of any kind shall be raised on the Lots. Animals allowed shall be limited to common house pets such as cats and dogs. Such animals will only be permitted provided they are not kept, bred or maintained for commercial purposes. Pets shall be limited to three (3) and shall not be kept in a manner or to an extent so as to constitute a nuisance to neighboring Lots. Pets allowed outside must be kept on a leash and under control of the OWNER at all times. OWNERS are required to clean up after their pets immediately.
- 18. <u>Games and Accessory structures</u>. Permanent basketball backboards and any other fixed games and play structures are prohibited.
- 19. Resubdividing. No Lot or contiguous group of Lots shall ever be re-subdivided or re-platted in any manner.
- 20. <u>Nuisances.</u> Nothing shall be done or permitted to be done or maintained, or failed to be done, on any Lot which may be or become an annoyance or nuisance to other OWNERS of Lots in the Subdivision.
- 21. <u>Maintenance of Lots and Landscaping</u>. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or un-mowed upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon.
- 22. <u>Maintenance of Improvements.</u> Lot OWNERS shall maintain their residences and all other improvements, including, without limitation, unit walls, screen enclosures, driveways and accessory structures, in good appearance and safe condition, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any building shall be made promptly.
- 23. <u>Boarding up Residences.</u> Dwellings may be boarded up only during the time of imminent threat of storm, but in no event shall remain boarded up for periods beyond the threat of storm or in excess of thirty (30) days, whichever is longer.

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24. Maintenance and Repair by ASSOCIATION. In the event any OWNER shall fail or refuse to maintain his residence, Lot, or other improvements situated on said Lot in full compliance with the provisions of this DECLARATION, the ASSOCIATION shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by said ASSOCIATION or its duly authorized agents shall not be deemed to be a trespass. The OWNER shall pay to the ASSOCIATION such expense of any such repairs or maintenance plus attorneys' fees and costs associated with the expense of any such repairs or maintenance within thirty (30) days after submission of a bill therefor. If any such bill is not paid when due, a late charge of five percent (5%) shall be added to the bill and interest shall accrue thereon from the due date until paid at the maximum rate for individuals permitted by law. Such unpaid amounts may be collected as an assessment against the Lot in accordance with Article VIII herein.

25. SWFWMD Restrictions.

- (a) No activity may be undertaken or performed in created wetlands, preserved wetlands, upland buffers adjacent to wetlands and upland preservation areas which are described in the recorded plat of the subdivision and shown on the approved construction plans, unless prior written approval is received from the SWFWMD pursuant to Chapter 40D-4, F.A.C. Prohibited activities include the removal of native vegetation, excavation, placement or dumping of soil, trash or land clearing debris, and construction or maintenance of any building, residence or structure.
- (b) No OWNER of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision.
- (c) The following restrictions shall apply to each lot abutting wet detention ponds:

The lot OWNERS shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot OWNERS shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Venice Service Office, Surface Water Regulation Manager. (SWFWMD Permit # 4413554.00, Specific Condition number 11)

- (d) The ASSOCIATION shall submit inspection reports to SWFWMD, as required by SWFWMD Permit # 4413554.00, at Specific Condition number 20. Inspections shall be performed two years after operation is authorized and every two (2) years thereafter.
- 26. Rental of Units. A Unit may be leased by the OWNER thereof to any third party for not less than six (6) consecutive months. The lessee must be in residence for the entirety of the lease. The OWNER of any Unit rented to a third party shall notify the ASSOCIATION of the beginning and termination dates of any such period a Unit is rented to a third party.
- 27. <u>Plan and Construction of Units</u>. TIMBERLY is designed as an attached villa subdivision, based upon building plans for Units constructed by the Developer. Accordingly, the plans and specifications for any improvement or new construction to be constructed on any Lot in TIMBERLY must be reviewed and approved by the ARC. It is the intention of the ASSOCIATION that the improvements constructed in TIMBERLY be of a uniform character, design and appearance.
- 28. <u>Exterior Appearance.</u> Any modification or alteration to the outside appearance of the Lot shall not be performed unless prior approval has been obtained from the Architectural Review Committee.

ARTICLE V PARTY WALLS AND EXTERIOR IMPROVEMENTS

- 1. Party walls. Any wall that is built as part of the original construction of the homes in TIMBERLY, and placed on the dividing line between the lots shall constitute a party wall. The rights and duties of the Lot OWNERS in regard to party walls shall be governed by the following provisions:
 - (a) GENERAL RULE OF LAW TO APPLY. To the extent not inconsistent with the provisions of this DECLARATION, the general law regarding to party walls and liability for property damage due to the negligence and willful acts or omissions shall apply thereto.
 - (b) SHARING OF REPAIR AND MAINTENANCE EXPENSES. The costs and expenses of repairing and maintaining of a party wall shall be shared equally by the adjoining Lot OWNERS.
 - (c) CASUALTY LOSS OR DAMAGE. If a party wall is damaged or destroyed by fire or other casualty, the adjoining Lot OWNERS shall restore the party wall, and each shall contribute one-half of the costs thereof. The adjoining Lot OWNERS shall be responsible for all costs and expenses of the restoration, to the extent that the costs of such restoration are not covered by policies of insurance.
 - (d) DAMAGE CAUSED BY ONE LOT OWNER. If a party wall is damaged or destroyed by the act or negligence of a Lot OWNER, then that Lot OWNER shall be solely responsible for the repair and restoration of the party wall to its original condition. If such Lot OWNER fails to make the repairs promptly, the adjoining Lot OWNER shall have the right to cause such repairs to be performed, and shall be entitled to receive reimbursement from the Lot OWNER who caused the damage. This entitlement to reimbursement may be enforced by any remedy lawfully available.
 - (e) NO ALTERATION OF PARTY WALL. There shall not be any alteration of a party wall in any manner that will affect, in a material and substantial manner, the use and enjoyment of the party wall by the adjoining Lot OWNER, without the consent of the adjoining Lot OWNER, and the consent of any other entity, if required.
- 2. <u>Easements.</u> As the homes in TIMBERLY are attached villas with party walls, roofs, gutters, and related structures that are designed and constructed to extend over the dividing lines between lots, each lot and improvement shall have a perpetual easement for encroachments upon contiguous lots that exists by reason of construction of the improvements, or future settling or repair of the improvements, which improvements shall be allowed to remain.
- 3. Maintenance and Repair. Each Lot OWNER shall maintain the home and all improvements on the Lot in good appearance and condition, consistent with the provisions of this DECLARATION and the general standards found within TIMBERLY. The Lot OWNER shall cause any damage, deterioration or wear and tear visible from the outside of the improvements to be repaired promptly, including the removal of any debris. All repairs required by the damage to or destruction of the home or any improvements shall be completed no later than eight months from the date the damage or destruction occurred. All costs of such repair shall be borne by the Lot OWNER.

ARTICLE VI ARCHITECTURAL CONTROL AND VARIANCES

1. Architectural Control.

(a) No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming

pool, tennis court or other game court or structure, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration thereof or thereto be made, nor shall any excavation be commenced, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Architectural Review Committee ("ARC").

- (b) In keeping with the intent to assure to each OWNER in TIMBERLY SUBDIVISION a community of quality homes and buildings of tasteful design, the ARC will evaluate the plans and specifications of all proposed improvements with respect to their external design, appearance, and location in relation to surrounding structures and topography, their proposed materials and construction standards, and their general aesthetic impact. The ARC may, in its sole discretion, disapprove plans and specifications for any reason, including purely aesthetic considerations, but in order to assist an OWNER in the development of acceptable plans and specifications, the ARC shall state with reasonable particularity ARC's grounds for such disapproval. It is not the intent hereof to impose a uniform appearance in the Subdivision but rather to promote and assure architectural and aesthetic quality for the benefit of all OWNERS in the Subdivision.
- (c) One (1) complete set of all plans and specifications for any such improvement or structure proposed for any lot or parcel shall be submitted to and approved by ARC prior to the commencement of construction or placement of such improvement. ARC may require submission of plans for the grading of any Lot and plans specifying the proposed elevation of the floor slab of any structure to be built on such Lot. Any increase in the elevation of the existing grade of a Lot shall be accomplished by the OWNER so as to not increase the surface water runoff from such Lot onto neighboring properties. Whenever required by ARC, the OWNER shall also furnish a drainage plan for his Lot. ARC may also require submission of samples of building materials proposed for use and such additional information as may be reasonably necessary for ARC to completely evaluate the proposed structure or improvement. If, following its review of the plans and specifications submitted to it, ARC disapproves such plans and specifications, ARC shall advise the OWNER of the portion or items thereof which were found to be objectionable. In the event the OWNER corrects the objectionable portions, he may resubmit the plans and specifications, as corrected, for approval.
- (d) Upon final approval of an OWNER's plans and specifications either as originally submitted or as subsequently modified in accordance with the recommendations of ARC, ARC shall indicate its approval in writing on the plans and specifications. Plans and specifications shall then be retained by ARC. Should ARC fail to either approve or disapprove an OWNER's plans and specifications within fourteen (14) days after the OWNER submits the plans and specifications and pays all applicable approval fees, then such approval shall not be deemed to be required in such instance; provided, however, that no building or other improvement shall be erected or be allowed to remain on any Lot which violates the building and use restrictions contained in this DECLARATION, unless approved in writing by ARC.
- 2. <u>Variances.</u> ARC reserves the absolute right to enter into agreements with the OWNER of any Lot or Lots (without the consent of the OWNERS of other Lots, adjoining or adjacent property) to vary those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground wiring, construction of improvements, building plans, landscaping, signs, maintenance, screening of garbage receptacles, clotheslines and air-conditioner compressors and without, in any manner, limiting the foregoing any restriction or limitation regarding construction set forth in Article III above, and any such variance shall be evidenced by an agreement in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining Lots in the Subdivision, and the same shall remain fully enforceable against all Lots located in the Subdivision other than the Lot where such variance is permitted. ARC reserves the right to impose additional

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restrictions in the conveyance of title to any Lot or Lots in the Subdivision.

3. Architectural Review Committee The members of the ARC are volunteer OWNERS appointed by the BOARD. A member of the ARC may at the same time serve as a member of the BOARD. If no homeowners volunteer, the BOARD may serve as the ARC. The establishment of the number of members, method of selecting a chairman and other similar provisions for the composition of the ARC and the conduct of its proceedings shall be established by the BOARD. To the extent the BOARD has not so promulgated rules, the ARC may promulgate such rules; provided, however, that all such rules must be consistent with the DECLARATION and Bylaws.

ARTICLE VII COMMON AREAS

- I. <u>Common Areas.</u> Certain areas within the Subdivision have been set aside as "Common Areas" for the common use and enjoyment of OWNERS of property within the Subdivision as set forth in the Plat entitled TIMBERLY, Phase I & II recorded in Plat Book 34, Pages 52 through 60 inclusive of the Public Records of Manatee County, Florida, attached hereto as Exhibit "B." These Common areas may include (by way of illustration only) private roads, lakes, ponds, bicycle and other paths, walkways, open areas, and easements for such uses. The ASSOCIATION has accepted title as conveyed and easements as granted and created and shall maintain the Common Areas and pay all taxes assessed thereon.
- 2. Maintenance and Usage of Common Areas. Common areas shall be maintained by the Association, except for such portion thereof as to which the responsibility for maintenance has been or hereafter is imposed on any other person or entity by virtue of this Declaration or other recorded instrument. Usage of the Tracts shall be subject to such restrictions, rules, and regulations as may be adopted by the ASSOCIATION. Lot OWNERS and their guests shall not use the lakes located on the Common Areas for boating or swimming. The Association shall have authority to lease additional property for the common use of Association MEMBERS for hiking, bicycle trails, picnic areas or other purposes on such terms and conditions as the Association may deem appropriate.

ARTICLE VIII ASSESSMENTS BY TIMBERLY HOMEOWNERS' ASSOCIATION

- 1. <u>Annual Assessments</u>. The ASSOCIATION shall have the right to levy an annual assessment against all Lots in TIMBERLY in such amounts as may be deemed appropriate by said ASSOCIATION'S BOARD of DIRECTORS for the management and operation of the ASSOCIATION and for the general purposes and objectives of the ASSOCIATION as set forth herein and in its Articles of Incorporation and Bylaws. Annual assessments may due and payable annually, or more frequently as determined by the BOARD OF DIRECTORS upon the adoption of the annual budget.
- 2. <u>Special Assessments.</u> The ASSOCIATION shall also have the right to levy special assessments from time to time against all Lots in TIMBERLY in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the ASSOCIATION's reserves are insufficient to cover expenditures for capital improvements or replacements.
- 3. <u>Assessments Levied Pro Rata</u>. All assessments levied by the ASSOCIATION, whether annual or special, shall be on the basis of one share per Lot so that each OWNER of a Lot shall bear an equal pro rata share of the expenses of the ASSOCIATION.
- 4. Payment of Assessments. Procedures for the adoption of an annual budget, mailing of notices of the annual assessment, and collection of such annual assessment shall be as set forth in the ASSOCIATION'S Articles of Incorporation and Bylaws. Payment of any special assessment levied by the ASSOCIATION'S BOARD of DIRECTORS

shall be due upon not less than thirty (30) days written notice thereof on the date and in such installments as the BOARD of Directors may specify. Any assessment, whether annual or special, which is not paid when due shall be subject to a late charge of five percent (5%) and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law.

- 5. Personal Obligation of Property OWNER. Every assessment shall be the personal obligation of the OWNER or OWNERS of the Lot against which the assessment is levied, ownership being determined as of the date of such levy. If any such assessment is not paid within thirty (30) days after the same is due, then the ASSOCIATION may bring suit against the OWNER on his personal obligation and there shall be added to the amount of such assessment the aforementioned late charge and interest and all costs incurred by the ASSOCIATION, including reasonable attorneys, fees (including those incurred for appellate proceedings), in preparation for and in bringing such action.
- 6. <u>Lien Rights of the ASSOCIATION</u>. In order to provide an additional means to enforce the collection of any expense (including maintenance and repair expenses) charged to the OWNER of any Lot, or any annual or special assessment, the ASSOCIATION shall have a lien against each Lot in the Subdivision, together with all improvements thereon, as follows:
 - (a) 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 adoption of any assessment or imposition of any fee or expense as provided herein.
 - (b) In the event any such fee, expense or assessment is not paid within thirty (30) days after the same is due, the ASSOCIATION shall have the right to file a Claim of Lien in the Public Records of Manatee County, Florida. Said lien may be enforced by said ASSOCIATION by foreclosure suit in the same manner as a mortgage or construction lien foreclosure or in such other manner as may be permitted by law. In the event said ASSOCIATION files a Claim or Lien against any Lot, it shall be entitled to recover from the OWNER of such Lot the aforesaid interest, and late charge and all, costs, including reasonable attorney's fees (including attorney's fees for appellate proceedings), incurred in preparing, filing, and/or foreclosing the Claim of Lien, and all such costs, late charges, interest and fees shall be secured by said lien.
 - (c) A claim of lien is effective from and shall relate back to the date on which the original declaration is recorded. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the Public Records of Manatee County.

ARTICLE IX EASEMENTS AND ENVIRONMENTAL PROVISIONS

1. <u>Utilities and Drainage.</u> Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved unto the Association over all utility and drainage easement areas shown on the Plat. Association reserves the right to grant and obtain easements. Such authority may specifically include granting easements to any private or public utility, an easement to erect and lay, or cause to be erected, constructed, maintained, removed or repaired in all private roads or Common Areas of the Subdivision, or on such easements granted or reserved to Association for electricity, telephone, water, television antenna, gas and other utility services, catch basins, surface drains and other such customary or usable utility service as may from time to time in the opinion of the Association or any utility company or governmental body be deemed necessary or advisable. Any claim on account of temporary or other inconveniences caused thereby against the Association or any utility company or governmental body, or any of its agents or servants, is hereby waived by the OWNER. The easement area of each Lot and all improvements located within it shall be maintained continuously by the OWNER of the Lot, except for those improvements for which the ASSOCIATION, public authority or utility company is responsible. No drainage easement, swale, canal, lake, or pond may be obstructed, filled in or altered

without Association's written approval. Any walls, paving, landscaping or other improvements constructed, placed or planted by a Lot OWNER over the easement area of his Lot may be removed by the Association or its assigns if required for the installation or maintenance of improvements or facilities related to the purpose for which the easement was reserved; provided, however, that Association or its assigns shall promptly restore any dislodged grass, soil, or paving as nearly as practicable to its prior condition.

- 2. <u>Drainage Areas.</u> For the purposes of this DECLARATION "Drainage Areas" means those portions of the Common Areas designated as surface water management areas, drainage areas, basins, drainage easements, water management tracks, canals or canal easements (collectively "Drainage Areas") which are reflected on the development plan filed with Manatee County, Florida, or are reflected on the Plat, and any amendments thereto, or are described in this DECLARATION, as "Drainage Areas," and which shall be kept and maintained by the ASSOCIATION for irrigation, drainage, storm water retention and detention or beautification and for the installation, maintenance, construction or repair of utility facilities in a manner consistent with the original design thereof, and in accordance with the requirements of all applicable governmental authorities. The ASSOCIATION shall maintain the Drainage Areas and master drainage system in a manner consistent with the original design thereof, and in accordance with the requirements of all applicable governmental authorities.
- 3. Wetlands. Lakes and Ponds. Wetlands, lakes and ponds means those Common Areas so designated on the development plans submitted to Manatee County, this DECLARATION, the Plat, any addendum thereto, or otherwise designated, and which are areas subjected to permanent or prolonged periods of inundation or saturation, or which exhibit vegetative communities or soil types characteristic of such hydro periods. The boundaries of wetlands, lakes and ponds shall be subject to accretion, reliction, or other natural changes. Wetlands, lakes and ponds shall be kept and maintained by the ASSOCIATION together with any conservation setbacks designated on the plat in an ecologically sound condition for water retention, irrigation, drainage and water management purposes in compliance with all governmental requirements. Graded lakes shall be maintained with a productive littoral zone in compliance with governmental requirements,
- 4. Conservation/Drainage Easements. "Conservation/Drainage Easement" means those Common Areas designated as such on the Plat of the TIMBERLY, Phase 1 & 1 Subdivision. Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of the Conservation Easement without the prior consent of Manatee County: (a)construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground; (b)Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization; (c)Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials; (d)removal, mowing or trimming of trees, shrubs or other vegetation; (e) Application of herbicides, pesticides or fertilizers; (f) excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface; (g)surface use except for purposes that permit the land or water areas to remain in its natural condition; (h) any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation; and (i) acts or uses detrimental to such retention of land or water areas.
- 5. Access for Maintenance. The Association (including its designees, contractors, successors and assigns) shall have the right to enter the Lots in order to access the Property for the purpose of maintenance, repair, replacement and for all other such purposes where the Association finds it necessary to do so, provided that the Association takes all efforts necessary to prevent any activity that unreasonably interferes with the use and enjoyment by the Lot OWNERS.

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ARTICLE X GENERAL PROVISIONS

- 1. <u>Duration and Benefit</u>. The covenants and restrictions of this DECLARATION shall run with the title to each of the Lots in the Subdivision and shall inure to the benefit of and be enforceable in accordance with its terms by the ASSOCIATION or the OWNER of any of such Lots, and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date hereof, after which time the provisions of this DECLARATION shall automatically be extended for successive periods of ten (10) years each unless prior to the commencement of any such ten (10) year period, (a) MEMBERS of the Community ASSOCIATION holding at least two-thirds (66%) of the voting rights approve the termination of the provisions of this DECLARATION, and (b) a written instrument certifying that such approval has been obtained, is signed by the President and Secretary of said ASSOCIATION and recorded in the Public Records of Manatee County.
- 2. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give the ASSOCIATION or any OWNER, in addition to all other remedies provided herein or by law, the right to proceed at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any of them. The party bringing the action may recover damages and/or injunctive relief and the prevailing party shall be entitled to recover costs and attorneys' fees, both at the trial and the appellate levels, as well as all fees and costs incident to enforcement, including the pre-suit mediation process required by Florida Statutes Section 720.311, as amended from time to time. Failure by the ASSOCIATION, or any Lot OWNER to enforce any of said covenants or restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior or subsequent thereto. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the BOARD of Directors, a fine or fines may be imposed upon an OWNER for failure of an OWNER or family member, guest, invitees or tenant of OWNER to comply with any covenant, rule or regulation, provided the procedures are followed as set forth in Florida Statutes Section 720.305, as amended from time to time.
- 3. <u>Severability</u>. Invalidity of any of the covenants and restrictions therein 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,
- 4. <u>Amendment</u>. This DECLARATION may be amended at any time and from time to time upon the approval of MEMBERS of the ASSOCIATION holding at least two-thirds (66%) of the voting rights and upon the recordation in the Public Records of Manatee County of an amendatory instrument, certifying that such approval has been obtained, executed by the president and secretary of said ASSOCIATION.
- 5. <u>Usage</u>. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

ARTICLE XI COMMON AREAS & MANATEE COUNTY PROVISIONS AND EXHIBITS

The following Exhibits are attached hereto, and incorporated herein:

Exhibit A - Legal Description of Property under Declaration

Exhibit B - Bylaws

Exhibit C - Listing of Holdings
Exhibit D - Maintenance Program

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Exhibit E

Right of Entry and Compliance with Manatee County Land Development Code

[SEE CERTIFICATE OF AMENDMENT FOR SIGNATURE PAGE]

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Final - 10/17/2020

DESCRIPTION

EXHIBIL "A"

SECTION 2, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. 01. 00.. M' Y DIZLYNCE OŁ 150.19 FEET TO THE POINT OF BEGINNING. LYNG AND BEING IN A DISTANCE OF 43.35 FEET; THENCE S 06° 20' 00" E, A DISTANCE OF 100.64 FEET; THENCE S 00' OF 126.97 FEET; THENCE N 89° 14' 21" W, A DISTANCE OF 303.32 1 FEET; THENCE S 00° 07' 00" W, EEEL' 1HENCE N 180, 25, 01, M' V DISLANCE OF 648.00 FEET; THENCE S 02° 21' 29" E, A DISTANCE THENCE S 00° 22' 02" W, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 744.04 INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF FOY ROAD (96th Avenue EAST); DISTANCE OF 482.41 FEET; THENCE S 89° 38' 00" E, A DISTANCE OF 511.69 FEET TO THE OŁ 932'80 ŁEEL! LHENCE 2 51° 44' 00" E, A DISTANCE OF 309,32 FEET; THENCE N 68° 16' 00" E, A ROAD 43); THENCE N 60° 14' 01" E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 301 (STATE DISTANCE OF 717.97 FEET; THENCE N 00° 07' 40" E, A DISTANCE OF 1004.05 FEET TO THE W, ALONG SAID SOUTH LINE AND SAID NORTHERLY MAINTAINED RIGHT OF WAY LINE, A TAMPA ROAD, A DISTANCE OF 959.96 FEET TO THE POINT OF BEGINNING; THENCE N 89° 52' 42" OF SAID SECTION 2 AND ALONG THE NORTHERLY MAINTAINED RIGHT WAY LINE OF OLD MANATEE COUNTY, FLORIDA; THENCE N 89° 52' 42" W, ALONG THE SOUTH LINE OF THE S.E. 1/4 FROM THE SOUTHEAST CORNER OF SECTION 2. TOWNSHIP 34 SOUTH; RANGE 18 EAST,

CONTAINING 34.98 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

EXHIBIT "B"

BYLAWS

OF

TIMBERLY HOMEOWNERS' ASSOCIATION, INC. A Corporation Not for Profit

ARTICLE I. MEMBERS

- 1.1 <u>Qualification</u>: The MEMBERS of the ASSOCIATION shall consist of all of the record OWNERS of Lots or Units in TIMBERLY which are subject to the DECLARATION, in accordance with the DECLARATION.
- 1.2 <u>Change of Membership</u>: Change of membership in the ASSOCIATION shall be established by recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing a change in record title to a Lot.
- 1.3 <u>Multiple OWNERS</u>: When a Lot is owned by more than one person, whether as co-tenants, joint tenants, tenants by the entirety or otherwise, each OWNER shall be a MEMBER of the ASSOCIATION by virtue of being a record OWNER of an interest in a Lot. Lessees of Lots and Units shall not be MEMBERS. All matters of voting shall, however, be determined on a per Lot basis, as provided in Article III.
- 1.4 <u>Restraint Upon Assignment of Membership. Shares and Assets</u>: The membership of a LOT OWNER, and the share of a MEMBER in the funds and assets of the ASSOCIATION shall not be assigned, hypothecated or transferred in any manner except as an appurtenant to the Lot.
- 1.5 Evidence of Membership: There shall be no stock or membership certificates in the ASSOCIATION. Membership shall be determined by approved ownership as herein provided.

ARTICLE II. VOTING

- 2.1 <u>Voting Rights</u>: The MEMBER or MEMBERS who are the record OWNERS of each Lot shall be collectively entitled to one (1) vote for each Lot owned, as provided in the DECLARATION and the ARTICLES. A vote may not be divided.
- 2.2 <u>Voting Procedure</u>: Decisions of the ASSOCIATION shall be made by a majority of the votes entitled to be cast by MEMBERS represented at a meeting at which a quorum is present, unless a greater percentage is required by the DECLARATION, the ARTICLES, or these BYLAWS.
- 2.3 Quorum: A quorum shall exist when the MEMBERS representing thirty (30%) percent of the voting interests are present at a meeting, either in person, by designated voting representative or by proxy.
 - 2.4 <u>Designation of Voting Representative</u>: The right to cast the vote attributable to each Lot owned shall

be determined by a certificate filed with the ASSOCIATION, signed by all OWNERS of the Lot. If no such certificate is filed, the presiding officer at any meeting may make such rulings as may be reasonable to the allocation of the vote(s) attributable to a Lot among multiple OWNERS, or the right of a representative of a corporate, partnership or similar OWNER to vote, provided that such rulings are uniformly applied and remain always subject to appeal to the vote of the full membership. The right to cast the vote is further limited to the provisions of this section:

- a) <u>Single OWNER</u>: If the Unit is owned by one natural person, that person shall be entitled to cast the votes for the Unit.
- b) <u>Multiple OWNERS</u>: If a Lot is owned by more than one person, either as co-tenants or joint tenants, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record OWNERS and filed with the Secretary of the ASSOCIATION.
- c) <u>Corporations</u>: If a Lot is owned by a corporation, the officers or employees thereof entitled to cast the vote for the Lot shall be designated by a certificate executed by an executive officer of the corporation and attested by the Secretary or an Assistant Secretary of the corporation, and filed with the Secretary of the ASSOCIATION.
- d) <u>Partnership</u>: If a Unit is owned by a general or limited partnership, the general partner entitled to cast the vote for the Unit shall be designated by a certificate executed by all general partners and filed with the Secretary of the ASSOCIATION.
- e) Trustees: If a Lot is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the vote for the Lot. Multiple trustees may designate a single trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the vote for the Lot by a certificate executed by all trustees and filed with the Secretary of the ASSOCIATION.
- f) Estates and Guardianships: If a Lot is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the vote for such Lot upon filing with the Secretary of the ASSOCIATION a current certified copy of his Letters of Administration or Guardianship.
- g) Tenants by the Entirety: If a Lot is owned by a husband and wife as tenants by the entirety, they may designate the voting MEMBER in the same manner as other multiple OWNERS by filing a certificate with the Secretary of the ASSOCIATION. If no certificate designating a voting MEMBER is on file with the ASSOCIATION, and only the husband or wife is present at a meeting, he or she may cast the vote for their Lot(s) without the concurrence of the other OWNER.
- h) Certificate: Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. If a certificate is not filed, the Lot shall not be counted in determining a quorum. A certificate must be filed with the Secretary of the ASSOCIATION prior to the appointed time of a meeting for the OWNER to be counted in a quorum or vote taken at the meeting.
- 2.5 <u>Approval or Disapproval of Matters</u>: Whenever the decision of any MEMBER is required upon any matter, whether or not the subject of an ASSOCIATION meeting, such as decision shall be expressed by the same person who would cast the vote of such OWNER if at an ASSOCIATION meeting, unless the joinder of

record OWNERS is specifically required by the DECLARATION or these BYLAWS.

- 2.6 <u>Proxies</u>: Votes may be cast in person or by proxy. A proxy shall be in writing and signed by the designated voting representative, or the OWNER, if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary of the ASSOCIATION before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.
- 2.7 Method of Voting: Subject to the provisions of the DECLARATION, voting may be by proxy, roll call, voice vote or by written ballot; provided that whenever written approval is required by the DECLARATION, or whenever any amendment to the DECLARATION is proposed, or when any borrowing of funds, pledge, or other disposition of ASSOCIATION Property or asset is proposed, the voting shall not be by roll call or voice vote. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by "yeas" and "nays," provided, that any five (5) voting MEMBERS, or the chairman, may require a roll call vote.

ARTICLE III. MEETINGS OF MEMBERS

- 3.1 <u>Annual Meeting</u>: The annual meetings of the MEMBERS shall be held in the month of November on a day and at a time determined by the BOARD; provided that notice pursuant to Section 3.4 is given at least fourteen (14) days prior to the date set for the annual meeting. The annual meeting shall be for the purpose of electing Directors, and transacting any other business authorized to be transacted by the MEMBERS.
- 3.2 Special Meetings: Special meetings of the MEMBERS shall be held whenever called by the President, or Vice President, or by a majority of the BOARD, and must be called by such officers upon receipt of a written request from voting MEMBERS entitled to cast votes for not fewer than thirty-three percent (33%) of the total number of votes. The Secretary of the ASSOCIATION shall maintain a current list of voting OWNERS, and will provide this list at meetings.
- 3.3 Notice of Meeting: At least fourteen (14) days' notice of all meetings of the MEMBERS, stating the time, place and the objects for which the meeting is called, shall be given by any officer unless waived in writing. The notice for any meeting at which Special ASSESSMENTS against UNIT OWNERS are to be considered shall advise of the nature of such ASSESSMENTS and that such ASSESSMENTS will be considered. Notice of meetings may be waived in writing before, during or after meetings.
- 3.4 <u>Place</u>: Meetings of the ASSOCIATION MEMBERS shall be held at such place as the BOARD may designate in the Notice of Meeting.
- 3.5 Adjournments: If any meeting of MEMBERS cannot be organized because a quorum has not attended, the MEMBERS who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. If an announcement is made upon adjournment at an Annual or Special Meeting to a different date, time or place, no further notice need be given to the MEMBERS per Section 3.3 above.

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- 3.6 Order of Business: The order of business at annual meetings, and as far as practical at all special meetings, shall be:
 - (a) Election of Chairman of the meeting (if necessary).
 - (b) Calling of the roll and certifying of the proxies.
 - (c) Proof of notice of the meeting or waiver of notice.
 - (d) Reading and disposal of any unapproved minutes.
 - (e) Reports of officers.
 - (f) Reports of committees.
 - (g) Election of Directors.
 - (h) Unfinished business,
 - (i) New business.
 - (i) Announcements.
 - (k) Adjournment.
- 3.7 NO Action Without Meeting: Whenever the affirmative vote or approval of the MEMBERS is required or permitted by the DECLARATION or these BYLAWS such action must be taken at a meeting.

ARTICLE IV. DIRECTORS

- 4.1 <u>Number</u>: The affairs of the ASSOCIATION shall be managed by a BOARD of not less than three (3) nor more than seven (7) Directors, the exact number which may be determined by a majority of the MEMBERS at least ninety (90) days prior to the Election.
 - 4.2. Election of Directors. The election of Directors shall be conducted in the following manner:
 - a) Election of Directors shall be held at the November annual meeting of the MEMBERS. A nominating committee of not less than three (3) nor more than five (5) MEMBERS may be appointed by the BOARD not less than thirty (30) days prior to the annual meeting of the MEMBERS. The nominating committee shall nominate at least one (1) person for each Directorship. Nominations may be made at the meeting from the floor.
 - b) The election of directors shall be by ballots, each person voting being entitled to cast one vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Ballots must be counted at the annual meeting.
 - c) Any Director may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of votes entitled to be cast by all MEMBERS. A special meeting of the ASSOCIATION MEMBERS to recall a member or members of the BOARD may be called by ten percent (10%) of the MEMBERS giving notice of the meeting as required for a meeting of ASSOCIATION MEMBERS, and the notice shall state the purpose of the meeting. The vacancy in the BOARD so created shall be filled as required by law.
- 4.3 <u>Term</u>: The term of each Director's service shall extend to the end of the current calendar year, or until he is removed in the manner elsewhere provided.
- 4.4 Qualifications for Directors: A designated voter on record with the ASSOCIATION for a corporate, partnership, trust, or estate owner shall be deemed MEMBERS for the purposes of qualifying for election to the BOARD.
 - 4.5 Vacancies: Except as otherwise provided herein, if the office of any Director becomes vacant,

whether by reason of death, resignation, retirement, disqualification, incapacity or otherwise, a majority of the remaining Directors shall select a successor, who shall hold the office for the unexpired term of Director he is replacing.

- 4.6 <u>Disqualification and Resignation</u>: Any Director may resign at any time by sending written notice to the Secretary of the ASSOCIATION. Such resignation shall take effect upon receipt by the Secretary, unless otherwise specified in the resignation. Any Director who is a MEMBER of the ASSOCIATION shall be deemed to have resigned if he transfers his Unit so that he ceases to be a MEMBER of the ASSOCIATION. Three (3) consecutive unexcused absences from regular BOARD meetings shall be deemed a resignation, which shall be effective upon acceptance by the BOARD.
 - 4.7Voting: All voting for the election of Directors shall be by Unit as provided herein.
- 4.8 <u>Organizational Meeting</u>: The organizational meeting of a newly elected BOARD shall be held within twenty (20) days of its election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.
- 4.9 <u>Regular Meetings</u>: The BOARD may, from time to time, establish a schedule of regular meetings to be held at such time and place as the BOARD may designate. Any regular scheduled meetings may be dispensed with upon written concurrence (via website, email) of not less than fifty-one percent (51%) of the members of the BOARD.
- 4.10 <u>Special Meetings</u>: Special Meetings of the Directors may be called by the President and must be called by the Secretary or an Assistant Secretary at the request of not less than twenty percent (20%) of the members of the BOARD.
- 4.11 Notice: Notice of each regular or special meeting shall be given to each Director personally or by mail, email or, telephone at least three (3) days prior to the meeting date. All notices shall state the time and place of the meeting, and if a special meeting, the purposes thereof. Any Director may waive notice of a meeting before, during or after the meeting and all such waivers shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall be deemed a waiver of Notice.
- 4.12 Quorum: A quorum at Directors' meetings shall consist of a majority of the entire BOARD. Members of the BOARD may participate in a meeting of the BOARD by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the BOARD; except where approval of a greater number of Directors is required by the DECLARATION or these BYLAWS.
- 4.13 <u>Adjourned Meeting</u>: If, at any meeting of the BOARD, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.
- 4.14 <u>Joinder in Meeting by Approval of Minutes</u>. The joinder of Director in the action of a meeting, by signing and concurring in the minutes thereof shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes; provided such concurrence shall not be used to create a quorum. Directors may join in minutes under this section only after an open meeting, for the purposes herein provided.
 - 4.15 Meetings Open: Meetings of the BOARD shall be open to all MEMBERS, and notices of such

meeting shall be posted conspicuously forty-eight (48) hours in advance of such meeting for the attention of MEMBERS except in an emergency.

- 4.16 <u>Presiding Officer</u>: The presiding officer at BOARD meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both, the Directors present shall designate one of their members to preside.
 - 4.17 Order of Business: The order of business of BOARD meetings shall be:
 - (a) Roll Call.
 - (b) Proof of notice of meetings or waiver of notice.
 - (c) Reading and disposal of any unapproved minutes.
 - (d) Reports of officers and committees.
 - (e) Election of officers, if any.
 - (f) Unfinished business.
 - (g) New business.
 - (h) Announcements.
 - (i) Adjournment.

ARTICLE V. POWERS AND DUTIES OF BOARD OF DIRECTORS

The BOARD shall have the powers, authority, discretion and duties granted by the Declaration, the Homeowners' Association Act, and other applicable laws, as amended from time to time, as is appropriate and/or necessary for the administration and operation of TIMBERLY, the ASSOCIATION and ASSOCIATION PROPERTY, except as may be reserved or granted to the OWNERS, or a specific committee or committees of the ASSOCIATION by the DECLARATION, THE ARTICLES or these BY-LAWS.

ARTICLE VI. OFFICERS

- 6.1 Officers, Directors and Election: The officers of the ASSOCIATION shall be a President, who shall be a Director; a Vice President, who shall be a Director, a Treasurer, who shall be a Director, and a Secretary, who shall be a Director, all of whom shall be elected annually by the MEMBERS. An Officer may be removed by a majority vote of all Directors at any meeting. Any person may hold two (2) offices. The BOARD shall designate the powers and duties of such other offices as it may create.
- 6.2 <u>President</u>: The President shall be the chief executive officer of the ASSOCIATION. The President shall have all of the powers and duties which are usually vested in the office of President of a Not for Profit Corporation, including but not limited to the power to appoint advisory committees from time to time, from among the MEMBERS to assist in the conduct of the affairs of the ASSOCIATION. The President shall serve as Chairman at all BOARD and Membership meetings.
- 6.3 <u>Vice President</u>: The Vice President shall, in the absence or disability of the President exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
- 6.4 <u>Secretary and Assistant Secretary</u>: The Secretary shall keep the minutes of all proceedings of the Directors and the MEMBERS. The Secretary shall attend to the giving and serving of all notice to the MEMBERS and Directors, and other notices required by law and the DECLARATION documents. The

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Secretary shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an ASSOCIATION, as may be required by the Directors or the President. The Assistant Secretary, if such office is created, shall perform the duties of the Secretary, when the Secretary is absent. The minutes of all meetings of the MEMBERS and the BOARD shall be kept in books available for inspection by MEMBERS, or their authorized representatives, and BOARD members at any reasonable time. All such records shall be retained for not less than seven (7) years.

- 6.5 <u>Treasurer</u>: The Treasurer shall have the custody of all the property of the ASSOCIATION, including funds, securities and evidences of indebtedness. He shall keep the books of the ASSOCIATION in accordance with good accounting practices and provide for collection of ASSESSMENTS and he shall perform all other duties incident to the Office of Treasurer.
- 6.6 <u>Indemnification of Directors and Officers</u>: Every Director and every Officer of the ASSOCIATION shall be indemnified by the ASSOCIATION against all expenses and liabilities, including attorney's fees and costs, reasonably incurred by or imposed in connection with any proceeding to brought by reason of his being or having been a Director or Officer of the ASSOCIATION, whether or not he is Director or officer at the time such expenses are incurred, except in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.
 - 6.7 Term: All officers shall hold office until their successors are chosen and qualify.

ARTICLE VII. FISCAL MANAGEMENT

- 7.1 Fiscal Year: The fiscal year of the ASSOCIATION shall be the calendar year.
- 7.2 <u>Fiscal Management</u>: The fiscal management of the ASSOCIATION shall be in accordance with generally accepted accounting principles, and accounting principles imposed by law, if any.
- 7.3 <u>Budget</u>: The BOARD shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and to provide funds for reserves and funds for maintenance, repair replacement and improvement of the Common Areas and improvements thereon, and specifically proposed betterments and approved improvements.
- 7.4 Expenditures: All funds of the ASSOCIATION shall be expended only upon authorization of the BOARD. Approval of the budget shall be deemed authority to expend funds for the items and contingency funds within the budget. Funds derived from SPECIAL ASSESSMENTS and funds in reserves shall be expended solely for the purpose for which such ASSESSMENT was made or reserve established. Contingency funds may be expended for any legitimate purpose by action of the BOARD.
- 7.5 <u>Depository</u>: 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 moneys of the ASSOCIATION shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of the BOARD. Funds of the ASSOCIATION must be kept in separate accounts.

ARTICLE VIII. PARLIAMENTARY RULES

Roberts Rules of Order, the latest edition, shall govern the conduct of the meetings of the ASSOCIATION, the

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BOARD and Committees of the ASSOCIATION when not in conflict with the DECLARATION, ARTICLES or these BYLAWS.

ARTICLE IX. AMENDMENTS

These BYLAWS may be amended by the BOARD of Directors of the ASSOCIATION at any regular or special meeting duly called for that purpose by the affirmative vote of an absolute majority of all MEMBER votes entitled to be cast. No Amendment shall be made that is in conflict with the ARTICLES or the DECLARATION. Amendments to the BYLAWS shall not be effective until they have been certified by an authorized officer of the ASSOCIATION and a copy of the Amendment is recorded in the Public Records of Manatee County, Florida.

ARTICLE X. MISCELLANEOUS

The provisions of these BYLAWS shall be construed together with the DECLARATION and the ARTICLES. In the event of a conflict between the provisions hereof and the provisions of the DECLARATION, the provisions of the DECLARATION shall control. The provisions hereof shall be liberally construed to grant to the ASSOCIATION sufficient practical authority to operate the Subdivision. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.

EXHIBIT "C"

TIMBERLY, A SUBDIVISION

LISTING OF HOLDINGS

The following is a complete listing of all common open space and improvements of the TIMBERLY HOMEOWNER'S ASSOCIATION, INC., a non-profit Florida corporation. This organization has been established for the ownership and maintenance of all land, buildings, equipment, facilities, and other holdings as described, and depicted on the plat as "Tract A".

- 1. TRACT "A" Consisting of 908,476 square feet in and around the platted Units and containing thereon a Conservation and Drainage Easement, Landscape Buffer and Stormwater Retention Easement
- 2. MAINTENANCE SHED The shed's primary use is to house the well pump, and to store equipment and supplies to be used for the maintenance of subdivision amenities.

EXHIBIT "D"

MAINTENANCE PROGRAM

A maintenance program has been established for the operation and care of the subdivision amenities. The following is a schedule for the inspection and maintenance of all lands and facilities under the purview of the TIMBERLY HOMEOWNER'S ASSOCIATION.

Weekly: Landscape and Lawn Service as per contract.

Monthly: Maintenance of all Lake and Wetlands areas as per contract.

Painting (8-year cycle) - Residences scheduled to be painted in the current cycle will first be pressure washed by the painter.

EXHIBIT "E"

RIGHT OF ENTRY and COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990 by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Nine of the Land Development Code (Subdivision Procedures and Standards), Section 909.5, and are hereby incorporated as part of the Declaration of Covenants, Conditions, and Restrictions for TIMBERLY, PHASE I & II, A SUBDIVISION.

- I. Right of Entry by County. The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Community Common Areas as may be necessary to perform those duties.
- II. Ownership of the Community Common Areas. Notwithstanding anything herein contained to the contrary, the ASSOCIATION shall not dispose of any Common Area, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
- III. **Disturbance of Common Areas**. No lands in the Common Open Space shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.
- IV. Maintenance and Care. In the event the ASSOCIATION or its successors fail to maintain the Common Area in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by property OWNERS within sixty (60) days after receipt of a statement therefor, and shall become a lien on the property if unpaid at the end of such period.
- V. Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.
- VI. Notwithstanding any other provision of this Declaration relating to amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.