

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

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CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
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**CERTIFICATE OF FOURTH AMENDED AND RESTATED
RULES AND REGULATIONS OF
THE TREETOPS AT RANGER POINT HOMEOWNERS' ASSOCIATION, INC.**

THIS CERTIFICATE is made to reflect and document an Amendment of the Rules and Regulations of The Treetops at Ranger Point Homeowners' Association, Inc. The Rules and Regulations of The Treetops at Ranger Point Homeowners' Association, Inc. have been recorded in the Public Records of Charlotte County as follows:

<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a. Rules and Regulations of The Treetops at Ranger Point Recorded January 10, 1989	1015/1218 <i>et seq.</i>
b. Certificate of Amendment to The Rules and Regulations of The Treetops at Ranger Point Homeowners' Association, Inc. Recorded April 17, 2014	3858/0319 <i>et seq.</i>
c. Certificate of Second Amendment to The Rules and Regulations of The Treetops at Ranger Point Homeowners' Association, Inc. Recorded April 14, 2017	4187/1726 <i>et seq.</i>
d. Certificate of Amendment to The Rules and Regulations of The Treetops at Ranger Point Homeowners' Association, Inc. Recorded April 8, 2019	4424/1168 <i>et seq.</i>

The undersigned officers of the Board of Directors of The Treetops at Ranger Point Homeowners' Association, Inc., a Florida not-for-profit corporation, hereby certify as follows:

1. The Rules and Regulations of The Treetops at Ranger Point Homeowners' Association, Inc. are hereby amended in accordance with **Exhibit "1"** attached hereto and entitled Amended and Restated Rules and Regulations of The Treetops at Ranger Point Homeowners' Association, Inc.

2. This Amendment of the Rules and Regulations of The Treetops at Ranger Point Homeowners' Association, Inc. was proposed by duly adopted resolution, and approved and adopted in accordance with the association governing documents and/or applicable law.

Executed this 17th day of August, 2021, at Port Charlotte, Florida.

**THE TREETOPS AT RANGER POINT
HOMEOWNERS' ASSOCIATION, INC., a
not-for-profit corporation**

By: *[Signature]*
Name: ROGER ALEXANDER
Its: President

STATE OF Florida
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 17 day of August, 2021 by ROGER ALEXANDER, President of Treetops at Ranger Point Homeowner's Association, Inc., who is personally known to me or produced _____ as identification.

SEAL  NOTARY PUBLIC *[Signature]*
Suzanne P Andrews
Printed name of notary

By: *[Signature]*
Name: ROBERT MACDONALD
Its: Secretary

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 17 day of August, 2021, by ROBERT MACDONALD, Secretary of Treetops at Ranger Point Homeowner's Association, Inc., who is personally known to me or produced _____ as identification.

SEAL  NOTARY PUBLIC *[Signature]*
Suzanne P. Andrews
Printed name of notary

**THE TREETOPS AT RANGER POINT HOMEOWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS**

The Rules and Regulations hereinafter enumerated by the Association are designed to promote the health, safety and social welfare of the property owners, their guests and lessees.

All Rules and Regulations shall be deemed to be in effect until amended by the Board of Directors of the Association and shall apply to and be binding upon all members. The members shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, lessees or any persons for whom they are responsible or persons over whom they exercise control and/or supervision.

Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association pursuant to the terms of the Declaration of Covenants and Restrictions, the Articles of Incorporation and the Bylaws of the Homeowners Association and to Florida law. Violations shall be addressed by the Association by means of injunction or other legal means, and the Association shall be entitled to recover in said actions, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations, the Declaration of Covenants and Restrictions, the Articles of Incorporation, the Bylaws and any of the Exhibits attached hereto.

The Board of Directors may, from time to time, adopt, repeal or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Development and any facilities or services made available to the members.

Any waivers, consents, or approvals given under these Rules and Regulations by the Board of Directors to any member and dealing with a specific issue shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors.

THE RULES AND REGULATIONS ARE AS FOLLOWS

Section 1. Violations of Rules and Regulations

- 1.1 Violations should be reported to the Community Management Company or other designated party in writing.
- 1.2 Violations will be called to the attention of the violating owner by the Community Association Manager or other designated party and he or she will also notify the appropriate committee of the Board of Directors if required.
- 1.3 Disagreements concerning violations will be presented to and adjudicated by the Board of Directors who shall take appropriate action.
- 1.4 If a member, in good standing, is aggrieved by a Board ruling, resulting from a dispute, the member can present their case to the Appeals Committee for adjudication. Ref. Bylaw 4.16.5



Section 2. Facilities

- 2.1 The common facilities of the Development (the "Common Properties" referred to in the Declaration) are for the exclusive use of Association members, lessees, resident house guests and guests accompanied by a member. Any damage to the Common Properties or equipment caused by any resident or his or her guests or lessees shall be repaired at the expense of the member involved.

Section 3. Signs

- 3.1 No sign of any kind shall be displayed to the public view on the properties at any time without the prior written approval of the Board of Directors, with the following exceptions:
- 3.1.1 A "For Sale" sign, owner or agent generated, with appropriate information and of size normally associated with real estate signage. Such sign shall be located no more than six feet from the front of the dwelling.
- 3.1.2 An "Open House" sign, owner or agent generated, with appropriate information and of size normally associated with real estate signage. Such sign shall be located no more than six feet from the front of the dwelling and not located on Common Properties.
- 3.2 When Association "garage or yard sales" are conducted from time to time, appropriate signs may be displayed at strategic entry points. Such signs shall be removed upon completion of the sale.
- 3.3 No sign of any kind shall be permitted on the outside walls of any building or on fences on the properties, nor on the Common Properties, nor on entryways or any vehicle within the properties, without the prior written approval of the Board of Directors.

Section 4. Home Set Up Requirements

- 4.1 All homes constructed upon a Lot shall conform to all state and local building codes and the Declarations of Covenants and Restrictions.
- 4.2 Additions to the constructed home are only permitted upon prior written approval by the Architectural Review Committee and the Board of Directors and shall meet all state and local codes.

Section 5. Exterior Appearance and Maintenance

- 5.1 The Lot and exterior of the home located on such lot and all other areas appurtenant to the Lot (including driveways) shall not be painted, decorate or modified by any owner in any manner without the prior written consent of the Board of Directors, which consents may be withheld on purely aesthetic grounds within the discretion of the Architectural Review Committee or the Board of Directors. The exterior of each home shall be maintained in a tasteful and attractive condition commensurate with the neighborhood. Subject to Article IX of the Declaration.

5.2 The Association shall have no exterior maintenance responsibilities, periodic or otherwise, for Lots or Living Units. In the event any owner has failed to maintain the exterior of the improvements located on his Lot or Living Unit in accordance with the general standards of the community, then, after reasonable notice to the owner specifying such failure and upon the owners neglect or refusal to remedy the problem, the Board of Directors, in addition to maintenance of Common Properties, may provide any of the exterior maintenance upon each Living Unit it deems necessary in its sole discretion, including but not limited to, the following: painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, fences, trees, shrubs, grass, walks and other exterior improvements. The cost thereof shall be assessed against the Lot or Living Unit and shall be charged to owner. The Association, however, shall maintain the front yard grass area adjacent to the roadways of the properties. The cost of this maintenance shall be a common expense.

5.3 Fence Guidelines: All fence requests should be submitted to the ARC for review and include a picture. Fences must meet the following guidelines:

- Be 6 feet in height
- Be made of wood, vinyl or Trex
 - Vinyl fences must be white or brown in color
 - Vinyl fences should imitate wood slats
 - Wood fences should be of a "shadowbox" design.
 - Wood fences should be unpainted – if an owner wants to paint or stain they must submit the color to the ARC
- All fence requests should be submitted to the ARC prior to work being started
- Owners are required to obtain all necessary permits from the county.
- Owners should notify the manager and/or board of installation date

5.4 All paint requests should be submitted to the ARC for review and include a sample of the color(s).

- Current paint colors in the community are grand-fathered in until the house is repainted
- If non-approved, grandfathered paint colors are submitted to the ARC to repaint a house, it will not be approved if it is not on the approved color spectrum.
- The association will maintain a color chart for owners to choose from a specific color palette.

Section 6. Temporary Structures

6.1 A small storage shed, located at the rear of a home and not visible from the front of home may be permitted at the discretion of the Architectural Review Committee and the Board of Directors.

6.2 Disposal bins used in the construction phase of a home shall be permitted during such construction phase.

Section 7. Solicitation, Commercial Enterprise

- 7.1 There shall be no solicitation by any person anywhere in the development for any cause, charity or any purpose whatsoever, unless specifically authorized by the Board of Directors in writing. No commercial enterprise shall be conducted in the Development.

Section 8. Lot Maintenance

- 8.1 All Lots must be kept clear of equipment, debris, and unsightly structures. In case of failure of owners to do so, the Association reserves the right to enter upon such Lots to remedy the situation and charge the owner for expenses incurred.

Section 9. Trash and Garbage

- 9.1 No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any structure approved in accordance with these Rules and Regulations.
- 9.2 If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers approved by the County may be placed in the open on any day a pick up is to be made at such place on the Lot as will be accessible to persons making such pick up. At all other times such containers shall be stored so that they cannot be seen from surrounding properties.
- 9.3 The Board of Directors, at its discretion, may adopt and promulgate reasonable Rules and Regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same.

Section 10. Landscaping

- 10.1 Each Lot shall be landscaped and sodded to the edge of the street. Any additional landscaping other than that originally provided must be approved by the Board of Directors. See Article IX of the Declaration.

Section 11. Nuisances

- 11.1 No noxious, offensive or unlawful activity shall be carried on within the Development, nor shall anything be done therein which may become an annoyance or nuisance or interfere with the rights, comforts and convenience of other owners.