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CERTIFICATION

Pursuant to Sections 90.955(1) and 90.902(1), Florida Statutes, and Federal Rules of Evidence 901(a), 901(b)(7), and 902(1), the attached document is electronically certified by The Honorable Cindy Stuart, Hillsborough County Clerk of the Circuit Court and Comptroller, to be a true and correct copy of an official record or document authorized by law to be recorded or filed and actually recorded or filed in the office of the Hillsborough County Clerk of the Circuit Court. The document may have redactions as required by law.

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✓ This Instrument Prepared By:
GARY A. GIBBONS, Esquire
P.O. Box 2177
Tampa, FL 33601

INSTR # 2003232522

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RICHARD AKE CLERK OF COURT

HILLSBOROUGH COUNTY

DEPUTY CLERK S Williams

BYLAWS

OF

LITHIA RANCH HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

IDENTITY

The following Bylaws shall govern the operation of **LITHIA RANCH HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (the "Association"). The Association is organized for the purpose of administering the planned residential community known as Lithia Ranch Subdivision Phase I and Lithia Ranch Subdivision Phase II (the "Subdivision"), which is located on land described in the Declaration of Covenants, Conditions, Restrictions, and Easements for the Subdivision, to be recorded in the Public Records of Hillsborough County, Florida (the "Declaration").

Section 1. Office. The office of the Association shall be at such place as may be set forth in the Articles of Incorporation or the Declaration or as may be subsequently designated by the Board of Directors of the Association.

Section 2. Seal. The seal of the Corporation shall bear the name of the Association, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

Section 3. Definitions. The following terms used in these Bylaws shall be defined as follows unless the context otherwise requires:

- a) "Articles": The Articles of Incorporation of the Association, as the same may be amended from time to time.
- b) "Association": LITHIA RANCH HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.
- c) "Board of Directors" or "Board": The Board of Directors of the Association.
- d) "Bylaws": This Document, including any Rules and Regulations, as the same may be amended from time to time.
- e) "Common Area": Those areas of the Property (as hereinafter defined) designated on the recorded map of plat of the Property as drainage areas/easements, detention/retention areas, mitigation areas and the retention pond areas, and wetland conservation areas, and the road designated as Lithia Ranch Road and Lithia Towne Road on the Subdivision Plat. The "Common Area" specifically includes, but is not limited to, the Surface Water Management System (as hereinafter defined).
- f) "Common Expenses": All expenses incurred by the Association in connection with its maintenance of, and other obligations set forth in the Declaration (as hereinafter defined) regarding, the Common Area; the operation of the Association; expenses incurred by the Association in connection with the enforcement of its Rules and Regulations and with the enforcement of the Restrictions set forth in the Declaration; and such other expenses as may be otherwise incurred by the Board. "Common Expenses" shall specifically include, but not be limited to, any and all expenses incurred by the Association in operating and maintaining the Surface Water Management System.
- g) "County": Hillsborough County, Florida.
- h) "Declaration": The Declaration of Covenants and Restrictions for the Subdivision recorded in Public Records of the County.

- i) "Developer": JHL Investments LLC., a Florida limited liability company, and its successors and assigns if any such successor or assign acquires any right, title, or interest in or to all or any portion of the Property from the Developer for the purpose of development.
- j) "Lot": Any subdivided residential lot, which is a part of the Property as reflected in the recorded map or plat of the Property.
- k) "Member": A person or entity entitled to membership in the Association as provided herein and shall be synonymous with the terms "Owner" and "Lot Owner".
- l) "Owner" or "Lot Owner": The record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.
- m) "Property" or "Subdivision": The real property located in Hillsborough County, Florida, which is subject to the Declaration, commonly known as "Lithia Ranch Subdivision Phase I and Lithia Ranch Subdivision Phase II."
- (n) "Rules and Regulations": Any rules and regulations adopted by the Board pursuant to these Bylaws.
- (o) "Surface Water Management System": The surface water management system located on the Property as permitted by the Southwest Florida Water Management District, which shall include, but not be limited to, the areas depicted on the plats of the Subdivision as mitigation area, buffer areas, drainage areas, common areas, retention/detention areas and wetland conservation areas, and related appurtenances.

All terms used in these Bylaws which are defined in the Declaration shall have the same meaning in these Bylaws as in the Declaration.

ARTICLE II

MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership. Every Owner of a Lot shall automatically become a Member of the Association upon the acquisition of fee simple title to such Lot by filing a deed therefor in the Public Records of the County. Membership in the association shall be appurtenant to and may not be separated from the ownership of the Lots in the subdivision. Membership in the Association with respect to each Lot shall continue until such time as the Member transfers or conveys of record his interest in such Lot or such Member's interest in such Lot is transferred or conveyed by operation of law, at which time such Member's membership in the Association, with respect to the Lot conveyed, shall automatically be conferred upon such transferee. The foregoing is not intended to include transfers of interests in Lots to persons who hold an interest in the Lot merely as security for the performance of an obligation of an Owner, and the giving of a security interest in a Lot shall not terminate the Owner's membership in the Association. No person or entity holding an interest of any type or nature whatsoever in any Lot as security for the performance of an obligation of an Owner shall be a Member.

Section 2. Voting. The Association shall have two (2) classes of voting membership as follows:

- (a) Class A: Class A Members shall originally be all Owners with the exception of the Developer for so long as there exists a Class B Membership. Class A Members shall have one (1) vote for each Lot owned on all matters submitted to a vote of the members of the Association. In the event a Lot is owned by more than one individual or by a corporation or other entity, the Owner(s) shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for such Lot. If the certificate is not on file, the Owner(s) of such Lot shall not be qualified to vote and the vote of such Owner(s) shall not be considered nor shall the presence of such Owner(s) at a meeting be considered in determining whether the quorum requirement has been met. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned takes place. If a Lot shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for such Lot, and either spouse, but not both, may vote in person or by proxy and be considered in determining

whether the quorum requirement has been met at any meeting of the Members, unless prior to such meeting either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Lot at the meeting, in which case the certificate requirements set forth above shall apply.

- (b) Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot owned on all matters submitted to a vote of the members of the Association. The Class B Membership shall cease and be converted to Class A Membership upon the happening of any of the following events, whichever occurs earlier:

- (i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (ii) Three months after 90 percent of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Lot Owners by the Developer.

The total number of votes outstanding in both classes of voting membership shall be calculated based upon the total number of Lots subjected to the terms of the Declaration in all phases of the community, and shall change when the subdivision plat for Lithia Ranch Subdivision Phase II is approved and recorded.

Section 3. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote, and shall be filed with the Secretary prior to the meeting at which they are to be used and be valid only for the particular meeting designated therein and any adjournment thereof.

ARTICLE III

MEETING OF THE MEMBERS

Section 1. Location. All meetings of the Members of the Association shall be held in the County at such place and time as shall be designated by the Board and stated in the notice of the meeting.

Section 2. Notice. It shall be the duty of the Secretary to mail or deliver to each Member a notice of each annual and special meeting, stating the time and place thereof, at least fourteen (14) but not more than thirty (30) days prior to the date of the meeting. Notice of each annual or a special meeting shall state the purpose thereof, and the meeting shall be confined to the matters stated in the notice. All notices shall be mailed or delivered to the address of the Member as it appears on the books of the Association.

Section 3. Annual Meetings. The annual meeting for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members shall be held once in each calendar year at such time and on such date as the Board shall determine.

Section 4. Special Meeting. Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of Members representing twenty-five percent (25%) or more of the total votes in either voting class, which request shall state the purpose or purposes of the proposed special meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice.

Section 5. Written Consents. Whenever the vote of Members at a meeting is required or permitted to be taken in connection with any action of the Association, the meeting and vote of Members may be dispensed with if not less than sixty percent (60%) of the Members of each class who would have been entitled to vote upon the action if such meeting were held shall consent in writing to

such action being taken; provided, however, notice of such action shall be given to all Members unless all Members approve such action in the written consent.

Section 6. Quorum. At all meetings of the Members, the presence of Members, in person or by proxy, representing no less than one-third (1/3) of the votes entitled to be voted at such Meeting shall constitute a quorum for the transaction of business, and the acts of the majority of the Members present at such meeting at which a quorum is present shall be acts of the Members. If any meeting of the Members cannot be held because a quorum of Members is not present, either in person or by proxy, the meeting shall be adjourned from that time until a quorum is present.

ARTICLE IV

DIRECTORS

Section 1. Number; Term. Subject to the terms of the Declaration, the affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) Directors, as is determined from time to time by the Members. Directors shall be elected each year at the annual meeting of the Members. The term of each Director's service shall be from the annual meeting when elected until the next annual meeting and until a successor is duly elected and qualified, or until removed in the manner provided in Section 3 of this Article.

Section 2. Initial Board. The initial Board, who shall hold office and serve until the first annual meeting of the Members and until their successors have been elected and qualified, shall consist of the following:

<u>Name</u>	<u>Address</u>
Yvette Lampp	819 Thompson Road Lithia, Florida 33547
Carol Hinton	3902 S. Drawdy Road Plant City, Florida 33567
Stephen L. Jaeb	P.O. Box 428 Mango, Florida 33550

The organizational meeting of a newly elected Board shall be held within ten (10) days after their 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 organizational meeting shall be necessary, provided a quorum shall be present.

Section 3. Removal. Subject to Section 1 above, at any time after the first annual meeting of the Members, at a duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the Members casting not less than seventy-five percent (75%) of the total votes present at such meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the Members fail to elect a successor, the Board of Directors may fill any vacancy in the manner provided in Section 5 of this Article.

Section 4. Resignation. Any Director may resign at any time by sending a written notice of such resignation to the Secretary of the Association. Unless otherwise specified in such notice, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of a newly elected Board following the first annual meeting of the members, of the Association, more than three (3) consecutive absences from regular meeting of the Board, unless excused by resolution of the Board shall automatically constitute a resignation effective when such resignation is accepted by the Board. Commencing with the Directors' election at the first annual meeting of the Members, the transfer of title of all of a Director's Lots shall automatically constitute a resignation. No Member shall continue to serve on the Board if that Member is more than thirty (30)

days delinquent in the payment of a charge or assessment, and such delinquency shall automatically constitute a resignation effective when such resignation is accepted by the Board. Notwithstanding the foregoing, Directors appointed or elected by the Developer are not required to be Members of the Association.

Section 5. Vacancies. If the office of any Director shall become vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise and shall not be filled by the Members, the majority of the remaining Directors, though, less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling such vacancy may be held at any regular or special meeting of the Board.

Section 6. Regular Meeting. The Board may establish a schedule of regular meetings to be held at such time and place as the Board may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone, or facsimile no less than five (5) days prior to the day named for such meeting.

Section 7. Special Meetings. Special meetings of the Board may be called by the President, or in his absence by the Vice President, or by a majority of the members of the Board, by giving notice of the time and place of such meeting to each Director personally or by mail, telephone, or facsimile no less than five (5) days prior to the day named for such meeting. All notices of special meetings shall state the purpose or purposes of the meeting.

Section 8. Waiver of Notice. Prior to or at any meeting of the Board, any Director may waive notice of such meeting, and such waiver shall be deemed to be the equivalent of the giving of notice. Attendance by a Director at any meeting of the Board shall be deemed to be a waiver of notice of such meeting. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meeting at which a quorum is present shall be acts of the Board. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of the Directors present may adjourn the meeting from time to time, at each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purposes of determining a quorum.

Section 10. Compensation. Officers and Directors of the Association shall not be entitled to any fee or compensation for acting in such capacity. Notwithstanding the foregoing, an Officer, Director, or Member of the Association may be entitled to compensation for actual services rendered to the Association in such amounts and upon such terms as may be determined by the Board.

Section 11. Powers and Duties. The Board shall have all powers and duties necessary for the administration of the affairs of the Association and shall do all such acts and things as are not prohibited by law or by the Declaration, the Articles, or these Bylaws. These powers shall specifically include, but not be limited to, the power to:

- (a) Exercise all powers specifically set forth in the Declaration, the Articles, and these Bylaws, and all powers incidental thereto not otherwise reserved to the Members;
- (b) Make, collect and enforce payment of assessments and charges for Common Expenses from Lot owners for the purposes set forth in the Declaration, and to use the proceeds of assessments and charges in the exercise of its powers and duties;
- (c) Exercise for the Association all powers, duties, and , authority vested in or delegated to the Association and not reserved to the Members by other provisions of the Declaration, the Articles, or these Bylaws; and;
- (d) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and compensation.

ARTICLE V**OFFICERS**

Section 1. Officers. The affairs of the Association shall be administered by a President, Vice President, Secretary, and Treasurer, all of who shall be elected annually by the Board at the organizational meeting of each new Board and shall serve at the pleasure of the Board. Any person may hold two offices, except that the same person shall not hold both the offices of President and Vice President. The President shall be a member of the Board. The Board may appoint Assistant Secretaries, Assistant Treasurers, and such other Officers, as the Board deems necessary.

Section 2. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and of the Board of Directors. He/she shall have executive powers and general supervision over the affairs of the Association and other Officers. He / she shall sign all written contracts, perform all of the duties incident to his / her office and which may be delegated to him/ her from time to time by the Board.

Section 3. Vice President. The Vice President shall perform the duties of the President in the President's absence and such other duties as may be required by the Board from time to time.

Section 4. Secretary. The Secretary shall issue notices of all meetings of the Members and of the Board; shall attend and keep the minutes of same; shall have charge of all of the Association's books, records, and papers, except those records to be kept by the Treasurer; and shall attest to all written contracts and other instruments required by the Board.

The Assistant Secretary shall perform the duties of the Secretary in the Secretary's absence.

Section 5. Treasurer. The Treasurer shall:

- (a) Have custody of the Association's funds and securities, keep full and accurate accounts of receipts and disbursements and books belonging to the Association, and deposit all moneys and other valuables in the name and to the credit of the Association in such depositories as may be designated from time to time by the Board. The books shall reflect an account for each separate Lot.
- (b) Disburse the funds of the Association as may be ordered by the Board in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and the Board at the regular meetings of the Board, or whenever they may require, an account of all transactions as the Treasurer and of the financial condition of the Association.
- (c) Collect charges and assessments and promptly report the status of collections and all delinquencies to the Board.
- (d) Give status reports to potential transferees on which reports transferees may rely.

The Assistant Treasurer shall perform the duties of the Treasurer in the Treasurer's absence.

Section 6. Term; Removal; Vacancies. The Officers of the Association shall hold office until a successor is duly elected and qualified, or until removed by the Board. Any Officer elected or appointed by the Board may be removed at any time, with or without cause, by the affirmative vote for removal by a majority of the entire Board. If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by the Board.

ARTICLE VI**FINANCES AND ASSESSMENTS**

Section 1. Bank Accounts. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board and shall be withdrawn only upon checks and demands for money signed by such Officer or Officers of the Association as may be designated by resolutions adopted by the Board. Obligations of the Association shall be signed by at least two (2) Officers of the Association.

Section 2. Bond. The Board shall determine whether to bond the Treasurer, and the Board shall determine whether to bond any other Officers or employees of the Association who are authorized to sign checks, and if bonded, the amount of such bond shall be determined by the Board. Premiums on such bonds shall be paid by the Association.

Section 3. Calendar Year. The Association shall be on a calendar year basis beginning with the calendar year in which the Declaration is recorded in the Public Records of the County. Notwithstanding the foregoing, the Board is authorized to change to a fiscal year in accordance with the provisions and regulations from time to time described by the Internal Revenue Code of the United States of America at such time as the Board deems such to be advisable. Notwithstanding the foregoing, the Board may not change the calendar year for the Association, as hereinbefore provided, without the approval of all Directors that are elected or designated by the Developer.

Section 4. Assessments. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund as determined by the Board. All assessment payments by a Lot Owner shall be applied as to general and special assessments, interest, delinquencies, costs, late charges, attorney's fees, and other charges, expenses, and advances, in such manner and amounts as the Board determines in its sole discretion.

ARTICLE VII**ACQUISITION OF LOTS**

At any foreclosure sale of a Lot, the Board, with the authorization and approval of the Members casting not less than a majority of the total votes of the Members present at any regular or special meeting of the Members wherein such matter is voted upon, may acquire in the name of the Association or its designee a Lot being sold. The term "foreclosure," as used in this Section, shall mean and include the foreclosure of any lien, including, but not limited to, the Association's lien for assessments. The power of the Board to acquire a Lot at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Board or of the Association to do so at any foreclosure sale, provisions hereof being permissive in nature and for the purpose of setting forth the power of the Board to do so should the requisite approval of the Members be obtained.

ARTICLE VIII**AMENDMENT TO BYLAWS**

These Bylaws may be amended only in the same manner as amendments to the Articles; provided, however, that at no time shall these Bylaws conflict with the Articles or the Declaration. Until such time as the Developer relinquishes control of the Association as provided in the Declaration, no amendment to the Bylaws shall be effective unless and until the Developer shall have joined in and consented to such amendment in writing.

ARTICLE IX

NOTICES

Every notice that is required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices, as set forth in the Declaration, if any.

ARTICLE X

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair the Common Area as provided in the Declaration, neither the Association, its Members, Directors, or Officers shall be liable for injury or damage caused by a latent condition in the Property, nor for any injury or damage caused by the elements, by Owners or other persons, or by the negligence or carelessness of the party or parties injured.

ARTICLE XI

PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meeting when not in conflict with the Declaration or these Bylaws.

ARTICLE XII

RULES AND REGULATIONS

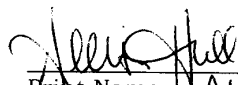
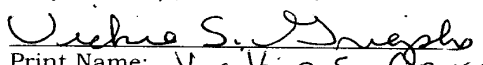
Section 1. Administrative Rules and Regulations. The Board may from time to time adopt or amend previously adopted administrative rules and regulations. A copy of such administrative rules and regulations as are adopted from time to time shall be furnished to each Lot Owner.

Section 2. Restrictive Rules and Regulations. The Board of Directors may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Lots, provided, however, that a copy of such Rules and Regulations, prior to the time same become effective, shall be furnished to each Lot Owner.

Section 3. Conflict. In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the Declaration, the Declaration shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these Bylaws as between these Bylaws and the Declaration, the provisions of the Declaration shall prevail. The Articles of Incorporation shall take precedence over the Bylaws, but the Declaration shall take precedence over the Articles of Incorporation.

Dated this 9th day of June, 2003.

Witnesses:


Print Name: Allison Hull

Print Name: Vickie S. Braggs

LITHIA RANCH
HOMEOWNERS ASSOCIATION, INC.

By: 
Yvette Lampp, Chairman of
the Board of Directors

(CORPORATE SEAL)

OR BK 12735 PG 1901

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, on this 9th day of June, 2003, the undersigned authority, personally appeared Yvette Lampp, the Chairman of the Board of Directors of LITHIA RANCH HOMEOWNERS ASSOCIATION, INC., who acknowledged that she executed the foregoing Bylaws of Lithia Ranch Homeowners Association, Inc., a Florida not for profit corporation, pursuant to the authority vested in her by the Board of Directors, following the approval of said bylaws at a properly called meeting of the corporation's Board of Directors. She is [] personally know to me, or [✓] has produced Id. Dr. Susan as identification, and did not take an oath.

Vickie S. Grigsby
NOTARY PUBLIC

(NOTARY SEAL)

