



Timber Ridge Homeowners,

It is time for Timber Ridge homeowners to approve the Timber Ridge revised documents. All homeowners were given access to the revised redline documents, which reside on the Timber Ridge website at (Timberridgehoa.net). By voting "YES" on the attached proxy we will be replacing our current governing documents that were put in place on 5/15/2000 by the developer WCI. The revised documents contain many concepts that were recommended by Timber Ridge homeowners to improve our Timber Ridge neighborhood. A Timber Ridge Owners Meeting is scheduled for April 20th, 2020 to complete and announce the voting results. The notice of special meeting is attached.

In order to approve the revised governing documents, 102 of 145 Timber Ridge homeowners must approve the documents by voting "YES" on the attached proxy. The voting will be done by proxy, the Board has requested that each homeowner:

- (1) complete their proxy
- (2) mail the completed proxy to Vesta in the attached envelope, or
- (3) email the completed and signed proxy to the Property Manager, Scott Ludwick at (sludwick@vestapropertyservices.com), or
- (4) deliver the completed) proxy to Bob Roessler at 12902 Timber Ridge Dr, or
- (5) call Bob Roessler at (239-314-4969) and he will arrange to pick up the completed proxy at your home.

Your cooperation is essential if we are going to replace our outdated governing documents. This effort requires all homeowners to vote, as much work has been done by Timber Ridge residents, our property manager and our lawyer Jamie to update these documents. Please help make this effort a total success.

Thank you.

For the Board of Directors,


Scott Ludwick, CAM

Community Association Manager



27180 Bay Landing Drive, Ste. 4

Bonita Springs, FL 34135

P: 239.947.4552

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**NOTICE OF A SPECIAL MEETING OF THE
TIMBER RIDGE NEIGHBORHOOD ASSOCIATION, INC.**

TO ALL MEMBERS:

April 20, 2020

On **Monday April 20, 2020 at 6:00 p.m., at Gateway Trinity Church 11381 Gateway Blvd, Fort Myers, FL 33913**, a special meeting of the association will be held for the purpose of conducting the lawful business of the association. An identification of the agenda items is as follows:

- A. Call to order
- B. Certification of quorum
- C. Proof of notice of the meeting
- D. New business
 - a. Vote on new Declaration of Covenants for Timber Ridge
 - b. Vote on new Articles of Incorporation for Timber Ridge
 - c. Vote on new Bylaws for Timber Ridge
- E. Adjournment

Only items on the agenda will be discussed during this meeting.

For the Board of Directors,

A handwritten signature in blue ink, appearing to read 'Scott Ludwick', is written over a horizontal line.

Scott Ludwick, CAM
Timber Ridge Property Manager

TIMBER RIDGE NEIGHBORHOOD ASSOCIATION, INC.
LIMITED PROXY

The undersigned, owner(s) of the property located at _____
in **TIMBER RIDGE NEIGHBORHOOD ASSOCIATION, INC.**, appoints

_____ (PRINT NAME OF PROXYHOLDER),
or, if left blank, the Secretary of the Association, as my proxy holder to attend the special meeting of the members of TIMBER RIDGE NEIGHBORHOOD ASSOCIATION, INC., to be held on Monday, April 20th, 2020 at 6:00 p.m. at Gateway Trinity Church located at 11381 Gateway Blvd, Fort Myers, FL 33913. The proxy holder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxy holder's authority is limited as indicated below.

GENERAL POWERS (You may choose to grant general powers, limited powers, or both. Check "General Powers" if you want your proxy holder to vote on other issues which might come up at the meeting and for which a limited proxy is not required. Your proxy holder cannot vote on the items listed below in the Limited Powers Section. You must vote on these items).

_____ I authorize and instruct my proxy to use his or her best judgment on all other matters that properly come before the meeting and for which a general power may be used.

LIMITED POWERS (For your vote to be counted on the following issue(s), you must indicate your preference in the blank(s) below. The proxy holder cannot vote on these items for you).

1. Should the Declaration of Neighborhood Covenants for TIMBER RIDGE be amended by restatement in the form attached as Exhibit "A" to the Notice of Meeting? (**Board recommends voting "YES"**)

_____ YES _____ NO

2. Should the Articles of Incorporation for Timber Ridge Neighborhood Association, Inc. be amended by restatement in the form attached to Exhibit "A" to the Notice of Meeting? (**Board recommends voting "YES"**)

_____ YES _____ NO

3. Should the Bylaws of Timber Ridge Neighborhood Association, Inc. be amended by restatement in the form attached to Exhibit "A" to the Notice of Meeting? (**Board recommends voting "YES"**)

_____ YES _____ NO

DATE _____

SIGNATURE(S) OF OWNER(S) OR DESIGNATED VOTER

PRINT NAME

PRINT NAME

SUBSTITUTION OF PROXY HOLDER

The undersigned, appointed as proxy holder above, designates

_____ to substitute for me in voting the proxy set forth above.

_____ Date: _____

Signature of proxy holder

IN NO EVENT SHALL THIS PROXY BE VALID FOR A PERIOD LONGER THAN 90 DAYS AFTER THE DATE OF THE FIRST MEETING FOR WHICH IT WAS GIVEN.



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TIMBER RIDGE NEIGHBORHOOD ASSOCIATION, INC.
Governing Documents

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**AMENDED AND RESTATED
DECLARATION OF
NEIGHBORHOOD COVENANTS FOR TIMBER RIDGE**

(Note: The following Amended and Restated Declaration is a complete restatement of the Declaration of Neighborhood Covenants for TIMBER RIDGE as the same is found in Official Records Book 3411, at Page 4834 and as subsequently amended all in the Public Records of Lee County, Florida. Please see that document's Articles I through XIII for the present text.)

TIMBER RIDGE NEIGHBORHOOD ASSOCIATION, INC., a Homeowners' Association as defined in Fla. Stat. §720.301(9) is charged with maintenance of the Common Areas within TIMBER RIDGE, a Subdivision located in Lee County, Florida, and more particularly described in Exhibit "A", attached hereto (hereinafter the "Community"). Regardless of the terms used herein, there is no intent to create ownership rights in real property governed by Chapters 718 or 719, Florida Statutes.

For the purposes of enhancing and protecting the value, attractiveness, and desirability of the Lots or tracts constituting such Subdivision, the Association, by this Amendment, hereby restates and declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I:
DEFINITIONS AND CONSTRUCTION**

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration, the Association's Articles of Incorporation and its Bylaws:

Section 1. "Act" means Chapter 720 of the Florida Statutes, entitled "Homeowners' Associations" as the same is amended from time to time.

Section 2. "ARC" means the Architectural Review Committee, formerly known as the Design Review Board or "DRB" established pursuant to Article IV of this Declaration.

Section 3. "Articles of Incorporation" or "Articles" means the Articles of Incorporation of the Association, as the same are amended by restatement herein. A copy of the Articles of Incorporation as amended and filed with the Florida Department of State is attached as Exhibit "C", hereto.

Section 4. "Assessment" collectively means the General Assessment, Special Assessments and Specific Assessments as provided and described in Article VIII herein.

Section 5. "Association" means Timber Ridge Neighborhood Association, Inc., a

Florida corporation not for profit, organized under Chapter 617, and operating pursuant to Chapter 720, Florida Statutes and includes the Board and any approved committee.

Section 6. “Board”, “Board of Directors” or “BOD” means the Association’s board of directors by and through which the Association takes action.

Section 7. “Bylaws” means the Bylaws of the Association as are amended by restatement herein or otherwise from time to time. A copy of the Amended and Restated Bylaws is attached as Exhibit “D” hereto.

Section 8. “Common Expenses” means all expenses properly incurred by the Association in the performance of its duties pursuant to this Declaration, the Articles, the Bylaws or any rules promulgated thereunder, or any agreement properly entered into by the Association, including, but not limited to:

(a) the expenses incurred in connection with the ownership, maintenance, repair, replacement, reconstruction or improvement of the Common Areas and/or real property held in title by the Association, if any, as provided for pursuant to this Declaration (which expenses may, but shall not necessarily, include utilities, taxes, assessments, insurance and repairs);

(b) the expenses of obtaining, repairing or replacing personal property owned by the Association;

(c) the expenses incurred in the administration and management of the Association; and

(d) the expenses declared to be Common Expenses pursuant to this Declaration or the Articles or the Bylaws.

Section 9. “Common Areas” mean any portion or portions of the Property now or hereafter owned by the Association or designated herein or on any plat of the Property as recorded in the public records of the County, as from time to time may be amended (“Plat”), as either Common Areas or property to be maintained by the Association (whether or not such property is part of a dedicated right-of-way or easement). “Common Areas” shall include (a) any landscaping in any median or cul-de-sac island located in any right-of-way as shown on the Plat (whether or not these areas are indicated as common areas), (b) any tracts for rights-of-way or access easements and corresponding roads and streets, and (c) any utility easements or tracts for corresponding sewer or potable water.

Section 10. “County” means Lee County, Florida.

Section 11. “Declaration” means this Amended and Restated Declaration, as it may be amended from time to time.

Section 12. “Developer” means Bay Colony-Gateway, Inc., a dissolved Delaware corporation and its successors, assigns and designees.

Section 13. “District” shall mean and refer to the Gateway Services District, a special

taxing district established by the State of Florida in accordance with Chapter 190, Florida Statutes. The District shall (a) care for and maintain any lakes and associated equipment located wholly on the Property, (b) be responsible for the water management system on the Property, including drainage facilities, lake maintenance and storm water storage and capacity for the Community, subject to the requirements of the South Florida Water Management District, and (c) be responsible and undertake other matters as described herein or for which the District is responsible pursuant to separate instrument or requirement.

Section 14. "Dwelling" means a residential housing unit consisting of a group of rooms which are designed or intended for the exclusive use as living quarters for one Family as initially constructed by the Developer, or subsequently modified by the Homeowner upon a Lot.

Section 15. "Family" means one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons not all so related, together with domestic servants if any, maintaining a common household in a Dwelling.

Section 16. "First Mortgage" means a valid Mortgage (as defined hereinafter) having priority over all other mortgages on the same property.

Section 17. "First Mortgagee" means the holder of a recorded First Mortgage encumbering a Lot and the Dwelling thereon, if any.

Section 18. "Gateway" shall mean and refer to those certain lands located in Lee County, Florida with the general boundary described in the Gateway Community Development of Regional Impact (Lee County) #01-8384-036, and such other lands as may, from time to time, be added to or subtracted from said lands.

Section 19. "Gateway Development Order" shall mean and refer to the Development Order of Gateway, A Development of Regional Impact #01-8384-36, adopted by the Lee County Board of County Commissioners on May 31, 1985, including any modifications or amendments thereto which have been or may be adopted from time to time.

Section 20. "General Development Plan" shall mean and refer to the Developer's plan of Gateway as it may be amended from time to time by Developer, showing the land uses and the property units assigned by Developer to the various portions of the property.

Section 21. "Governing Documents" shall mean in the aggregate: this Declaration, and the Association's Articles of Incorporation, Bylaws and any Rules and Regulations it may enact and enforce pursuant to this Declaration.

Section 22. "Homeowner" means any person or entity who from time to time holds record title to any Lot. If more than one person holds such title, all such persons are Homeowners, jointly and severally.

Section 23. "Lot" means each numbered Lot as established by a recorded Plat of all or a portion of the Property.

Section 24. "Member" means any Homeowner in its capacity as a member of the Association. All Homeowners shall be Members of the Association.

Section 25. "Mortgage" means any valid instrument transferring any interest in real property as security for the performance of an obligation.

Section 26. "Person" means any natural person or artificial entity having legal capacity.

Section 27. "Property" means the real property described in Exhibit "A" to this Declaration.

Section 28. "PUD" shall mean and refer to the document titled "Lee County Ordinance No. 85-15", an ordinance creating the Gateway Planned Unit Development (PUD), adopted by the Board of County Commissioners of Lee County, Florida, on May 31, 1985, as may from time to time be modified or amended.

Section 29. "Resident" means a permanent occupant of a Lot.

Section 30. "Voting Interest" means the entirety of the Homeowners.

Section 31. The term "Article" and the term "Paragraph" where used throughout this Declaration shall mean the same, unless the context requires otherwise.

Section 32. The term "Section" where used throughout this Declaration shall refer to that portion of the Article indicated, unless the context requires otherwise.

Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the term "Lot" includes any portion applicable to the context thereof, any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and any and all appurtenant rights; and (v) the words "must," "should," and "will" have the same legal effect as the word "shall". This Declaration should be interpreted, construed, applied, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Lee, State of Florida, and is more particularly described in the metes and bounds description attached hereto as Exhibit "A" and incorporated by reference as fully as if specifically repeated herein, and all of which real

property shall hereinafter be referred to as "Property".

**ARTICLE III:
PROPERTY RIGHTS, EASEMENTS AND RESTRICTIONS**

Section 1. **Appurtenances.** The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as non-exclusive by this Article, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article unless this Article expressly grants such benefit to other persons. In no event will the benefit of any such easement extend to the general public.

Section 2. **Utility Easements.** Developer has identified areas for use by all utilities for the construction and maintenance of their respective facilities servicing the Property, and Developer hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements are as shown on the Plats (recorded or to be recorded) of the Property or such other instrument defining them. In addition to the above, Developer has reserved unto itself and its successors and assigns and the Association, an easement over, under, across and through the Common Areas as may be required for the construction, maintenance and operation of a two-way communication and security system. The Association and such utilities entities, as well as Developer, and their respective agents, employees, designees and assigns shall have full rights of ingress and egress over any Lot for all activities appropriately associated with the purposes of said easements.

Section 3. **Common Areas.** Subject to the provisions of subsection (b) below, every Homeowner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, if any, and such easement shall be appurtenant to and shall pass with the title to every Lot situated within the Community.

(a) **Extent of Members' Easement.** The rights and easements of enjoyment created herein shall be subject to the following:

(i) the right of the Association to limit the use of the Common Areas to Homeowners, their families and guests;

(ii) the right of the Association to suspend the voting and enjoyment rights of a Homeowner or the enjoyment rights of a Tenant for any period during which any assessment against such Homeowner's Lot remains unpaid, or for any infraction of the Association's published Rules and Regulations; pursuant to Fla. Stat. Sec. 720.305, as amended;

(iii) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Homeowners. No such dedication or transfer shall be effective unless the Members entitled to at least 66 and 2/3% of the total Voting Interests agree to such dedication or transfer, provided that this paragraph shall not preclude the Board from granting easements for the installation and maintenance of electrical, telephone, special

purpose cable for television and other uses, water and sewer, utilities and drainage facilities upon, over, under and across the Common Areas without the consent of the Membership;

(iv) the right of the Association to impose reasonable covenants and restrictions with respect to the use of the Common Areas in addition to those set forth herein;

(v) the obligation of the Homeowners to maintain certain items of personal property located on the Common Areas and the portions of the Common Areas serving or bounding the Homeowners' respective Lots as set forth in Article VII; and

(vi) the right of the Association to enact and promulgate reasonable Rules and Regulations concerning the use of the Lots and Common Areas.

(b) Extension of Rights and Benefits. Every Homeowner shall have the right to extend the rights and easements of enjoyment vested in him under this Article to each of his tenants and to each Member of his Family who resides with him and to such other persons as may be permitted by the Association.

Section 4. **Lots.** The following covenants, restrictions and easements are hereby imposed on the Lots, as may be applicable, in the Community:

(a) General Restrictions. The following restrictive covenants are easements and covenants running with the land and are binding upon all Homeowners, Tenants, Residents, and other occupants and their respective successors and assigns:

(i) The Lots and the Dwelling and other improvements thereon shall be used only for single-family residential purposes, and no professional, business or commercial use that increases the volume of traffic entering or exiting the community or that otherwise negatively impacts the community shall be made of the same, or any portion thereof, provided further that nothing herein shall be construed in such a manner as to prohibit a Homeowner from (a) maintaining his personal professional library therein; (b) keeping his personal, business or professional records or accounts therein; or (c) handling his personal, business or professional telephone calls or correspondence therefrom. No Dwelling shall exceed two stories in height or 35 feet as measured from the minimum finished grade to the mean height level between eaves and ridge of gable, hip gambrel roofs and to the deck line of a mansard roof. The minimum floor area of any Dwelling shall be 1,200 square feet of air conditioned living area.

(ii) Perpetual, non-exclusive easements are hereby created over the rear 10 feet of each Lot for purposes of permitting the Association to construct and erect landscaping, fences, hedges or other buffers as a means to separate the Lots.

(iii) No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the Community. No inflammable, combustible or explosive fluid or chemical substance shall be kept on any Lot except such as are required for normal household use, and same shall be kept within the Dwelling constructed thereon. No Homeowner shall permit or suffer anything to be done or kept in his Dwelling or, where applicable, on his Lot which will increase the rate of

insurance as to other Homeowners or to the Association.

(iv) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

(v) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be maintained in sanitary containers or as required by the Association or the applicable ordinances of the County or the District, as may be applicable. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(vi) No individual water supply system or irrigation system (including the installation of pumps related thereto) not connected to the County or District water supply system shall be permitted on any Lot, and no individual may install a pump or otherwise divert any waters from any lake located wholly or partially on the Property for purposes of irrigation or any other purpose. The provisions of this paragraph shall not be amended or modified until December 31, 2020; in addition, for so long as Developer and its successors and assigns owns any real property in Gateway, no amendment or modification to this paragraph shall be effective without the express prior written consent of Developer or its successors or assigns.

(vii) No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the ARC and all applicable governmental authorities. Prior written approval of such system as installed shall be obtained from the Association and such governmental authorities.

(viii) There shall be no alteration, addition or improvement of any Common Areas, except as provided in this Declaration, nor shall any person use the Common Areas or any part thereof in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto as from time to time may be promulgated by the Association or approved and authorized in writing by the Association.

(ix) No motor vehicles of any type or nature or trailers or campers or boats or boat trailers may be permanently parked or stored on the streets or other Common Areas within the Community, except trucks and the like may be parked briefly for delivery purposes. No trucks with commercial signage, pipe racks, cranes, lifts, utility bodies and other similarly-outfitted work trucks; or trailers, campers, boats or boat trailers, or recreational vehicles may be parked in any driveway or upon any Lot or upon the roads of the Community for more than 24 continuous hours or for consecutive days, even if less than 24 hours. No motor vehicle or boat repair work shall be conducted on any Lot other than for very minor repairs. The Association may enact more specific Rules and Regulations regarding parking of vehicles in the Community.

(x) The Association may from time to time adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Areas and governing and restricting the use and maintenance of the Lots and improvements and landscaping thereon pursuant to Fla. Stat. Sec. 720.303(2)(c)2. Provided, however, that copies of such Rules and Regulations shall be

furnished to each Homeowner fourteen (14) days prior to the time set for the Board meeting at which said Rules and Regulations will be considered.

(xi) Satellite dishes, aerials, antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Dwelling shall be permitted without any requirement for approval from the Board of Directors.

A. Satellite dishes, aerials and antennas (including, but not limited to, ham radio antennas) shall not be permitted on the non-enclosed dwelling portions of a Lot except to the extent required to be permitted by applicable law (including, but not limited to, the federal Telecommunications Act of 1996 and the FCC Rules regulating Over-The-Air-Reception-Devices [OTARD]). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate Rules and Regulations concerning the size and location of, and safety restrictions pertaining to, the installation of such television signal reception equipment.

B. Notwithstanding any provision to the contrary, the Association, in its discretion and from time to time, shall have the power and ability to erect or install any satellite dish, aerial or antenna or any similar structure on the Common Areas provided that such satellite dish, aerial or antenna be solely utilized for the reception of television signals to be utilized by the residents of the Community or for security purposes.

C. Notwithstanding any provision to the contrary, only antennae, aerials and satellite dishes which are designed to receive television signals shall be permitted (i.e., no antennae and satellite dishes which broadcast a signal shall be permitted).

(xii) A Homeowner shall be entitled to construct, maintain and operate solar collection devices ("Solar Collectors") and/or energy devices based upon renewable resources (collectively, a Solar Collector and any other energy device based upon renewable resource shall be referred to as an "Energy Device"), on such Homeowner's Lot; provided, however, that the Homeowner must obtain the written approval of the ARC prior to placing, installing or constructing an Energy Device on such Lot. The Association shall be solely responsible to promulgate Rules and Regulations as are reasonably necessary to carry out the provisions and intent of this subsection. All Rules and Regulations promulgated in accordance with this subsection shall be collectively referred to as the "Energy Device Rules and Regulations".

An approval for an Energy Device shall be issued by the ARC only in accordance with the Energy Device Rules and Regulations and review by the ARC under the provisions of Article IV of this Declaration. With regard to Solar Collectors, the ARC may determine the specific location where a Solar Collector may be installed on the roof of a Dwelling within an orientation to the south or within 45° east or west of due south, provided that such determination does not impair the effective operation of the Solar Collector. Whenever and wherever possible, a Solar Collector shall be installed on the rear portion of a roof on a Dwelling so as to minimize the visual impact of the Solar Collector from the roadways adjacent to the subject Lot. Similarly, all Energy Devices other than Solar Collectors shall be installed in a manner so as to minimize the

impact on other Lots in the Community. “Minimal visual impact” as used in this subsection shall mean that the visual impact of an Energy Device on a Lot shall be minimized by reasonable measures as set forth in the Energy Device Rules and Regulations. Considerations of optimal placement of an Energy Device shall yield to aesthetic considerations and the goal of minimal visual impact. Additional criteria for determining whether or not an Energy Device has a “minimal visual impact” also may be prescribed in the Energy Device Rules and Regulations.

(xiii) There shall be no wall or window type air conditioning unit(s) in any Dwelling.

(xiv) No Lot shall be increased in size by filling in any water it may abut. The elevation of a Lot may not be changed so as to materially affect the surface elevation or grade of the surrounding Lots without the prior written approval of the Association.

(xv) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Association. However, artificial material (i.e. rubber mulch) may be used as ground cover to prevent weed growth. No more than 10% of any Lot shall be planted, covered or maintained in any material other than grass or other natural, living vegetation, unless approved by the Association.

(xvi) No automobile garage shall be permanently enclosed and converted to other use without the substitution of another enclosed automobile storage facility upon the Lot. All Lots shall have a paved driveway of stable and permanent construction. Unless prior approval of the Association is obtained, the driveway base shall be concrete. No driveway surface shall be painted, repainted, or otherwise artificially colored or recolored without the prior approval of the Association.

(xvii) No wall, fence, hedge or shrubbery shall be constructed or placed on any Lot until its height, length, type, design, composition, material and location shall have first been approved in writing by the Association. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the ARC, whose findings shall be adopted by the Board of Directors. Removable hurricane or storm shutters shall not be stored on the exterior of the Dwelling without the prior approval of the Association in writing. No awnings or shutters shall be installed or deployed without the prior approval of the Association in writing. The Association, through its Board and ARC may make reasonable Rules regulating the selection, installation, design and deployment of hurricane or storm shutters.

(xviii) No sign of any kind shall be displayed to the public view on any Lot, except for the following:

A. The exclusive sales agent for the Homeowner or the Homeowner may place one (1) professional sign not to exceed two (2) square feet advertising the property for sale or rent.

B. Additionally, a sign displaying the word “open”, not to exceed two (2) square feet, may be displayed during any time the Homeowner or his designated

representative is in attendance.

The size and design of all signs mentioned above and of signs pertaining to house numbering, mailboxes and other such material shall be subject to review by the ARC and approval by the Association.

(xix) Commercial activities involving animals shall not be allowed and “not-for-profit” activities regarding animals may be regulated as the Association may establish, by Rule or Regulation, limits on the number and kind of pets that may be kept or permitted to be kept on any Lot. No animals may be warehoused on the Property, nor may any Lot be used as a “shelter” for animals awaiting adoption. No hogs, pigs, swine, goats, chickens, pigeons, fowl, reptiles or any other obnoxious animals shall be kept or permitted to be kept anywhere on the Property. Pet owners shall, at all times, comply with Lee County’s ordinances and the State of Florida’s laws regarding the keeping of animals. If a Homeowner or other resident of the Property fails to observe these covenants or any other provisions of the governing documents as to the keeping of pets, then such person shall be warned (in writing) of the infraction. After two such warnings, any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days’ written notice by the Association to the Homeowner thereof or to the Homeowner of the Lot containing or housing such pet. The failure to remove an animal from the Property according to this provision shall be a finable offense and in all events shall be determined as per Bylaws Article XI and Fla. Stat. 720.305(2). Nuisance animals include, but are not limited to, those that bark excessively, are allowed to run free, or are aggressive or threatening to others, those whose waste is not picked up by the owner or are left unattended on a patio, in a yard, or on the porch.

(xx) Each Lot and the Common Areas are hereby subjected to a permanent easement appurtenant to any adjoining Lot to permit the use, construction, existence, maintenance, repair and restoration of Dwellings located on such adjoining Lot, including, but not limited to, driveways, walkways and roof structures which overhang and encroach upon the servient Lot or Common Areas, if any, provided that such structures were constructed by Developer or the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to make full use of such structure for its intended purposes and to maintain, repair and restore any improvements located on the dominant tenement; provided, however, that any such entry made for purposes of maintenance, restoration or repair shall be limited to daylight hours and shall only be made with the prior knowledge of the owner of the servient tenement. In case of emergency, the right of entry for maintenance, restoration or repair shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the owner of the servient tenement. The owner of the servient tenement shall not place any improvement, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this paragraph. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner’s expense when requested by the owner of the dominant tenement or the Association notwithstanding any lapse of time since such improvement, material or other obstacle was placed in or over the easement area.

(xxi) Where a Lot abuts any body of water, the Homeowner of such Lot

shall be responsible for maintaining all grass areas lying between the water's edge and such Lot. No amendment to this paragraph shall be effective without the express prior written consent of District.

(xxii) Permanent propane storage tanks (defined for these purposes as any propane storage tank weighing greater than 30 pounds when completely filled with propane gas and which is not attached as a part of a portable barbecue grill) shall not be permitted on any Lot except with the prior written consent of the Association. All permanent propane storage tanks shall be located beneath the visible ground surface of the Lot, it being Association's intention to maintain an aesthetically-pleasing community.

(xxiii) All landscaping on a Lot shall be accomplished in accordance with a plan submitted to the ARC and approved by the Association. All areas not covered by structures, walkways or paved parking facilities shall be maintained as lawn or landscape areas, with underground sprinkler systems, to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals, flow ways or water management areas not to exceed thirty-five feet beyond the boundary line of a Lot. Except as provided in subparagraph (xv) above, no stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the final landscape plan. All required lawns and landscaping shall be completed at the time of completion of the principal Dwelling on the Lot as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall be kept in good and living condition by the Homeowner to the satisfaction of the ARC.

(xxiv) Roofs shall have a minimum pitch of 5:12, except that deviations from the minimum pitch may be approved by the ARC in specific circumstances. All roofs shall be constructed of flat, barrel, S-tile, villa or cement tile as defined by common usage in the County. In the event some new and attractive material for roofing surfaces is discovered or invented, the ARC and Association may, in its sole discretion, approve the use of such new material.

(xxv) **Quiet Hours.** In order to preserve the quiet character of a single-family residential neighborhood, during the hours of 10:00 pm to 7 am, no activities generating unreasonable amounts of noise, traffic or other disturbance shall be permitted. Specifically, the activities prohibited during this time period shall include, but not be limited to: construction or Dwelling/landscape maintenance, other use of outdoor power equipment and tools, power washing, music or amplified sound.

(b) **Access by Association.** The officers, employees, or designated agents of the Association have a right of entry onto the exterior of each Lot to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration or to investigate or enforce the provisions of the Declaration and the Rules and Regulations of the Association. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times, and the entry may be only upon reasonable notice whenever circumstances permit. Except as specifically provided in Article VII, Section 1, entry into the interior of any dwelling upon any Lot may not be made without the consent of its Homeowner or occupant for any purpose, except pursuant to court order or other authority conferred by law. Such consent

will not be unreasonably withheld or delayed.

(c) **General Easements.** In the event that any part of any Dwelling encroaches or shall hereafter encroach upon any part of any other Lot or the Common Areas, valid easements for the maintenance of such encroachments are hereby established and shall exist so long as all or any part of the same shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Homeowner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Dwelling of another Homeowner and if it occurred due to the willful conduct of any Homeowner.

Section 5. Ingress, Egress and Maintenance. Each Homeowner shall have a perpetual unrestricted easement over, across and through the Common Areas for the purpose of ingress to and egress from his Lot, subject only to the right of the Association to impose reasonable and non-discriminatory Rules and Regulations governing the manner in which such easement is exercised, which easement shall be appurtenant to and pass with ownership to each Lot. Additionally, each Homeowner shall have a perpetual unrestricted easement over, across and through the Common Areas to maintain the mailbox serving his or her Lot and to clean and maintain the curbing on the roadway in the immediate proximity of his or her Lot.

Section 6. Use of Roadways, Gate Access. Each Homeowner and approved Tenants shall receive access passcodes for use in entering the Property through the gated access. The use of remote controllers for gate access is not a property right and the distribution and use of them may be regulated by the Association. Moreover, the Association may regulate the use of the private roadways within the Property including, but not limited to: speed limits, use of the roadways by unlicensed drivers and unregistered, motorized vehicles.

Section 7. Restrictions on Use of Lakes, Waterways, Wetlands or Other Bodies of Water. With respect to any lakes, waterways, wetlands or other bodies of water located on the Property, no Homeowner, Resident or any temporary occupant of a Lot shall: (i) disturb, remove, alter or in any way disrupt vegetation thereon; (ii) construct permanent or temporary docks or seawalls; and (iii) connect to any lake, waterway, wetland or other body of water through the use of a well, pump, ditch or other system of any nature for any purpose, including, but not limited to, lawn irrigation, lawn maintenance, water features or for any other use. In addition, no Homeowner, Resident or any temporary occupant of a Lot shall dig a well on any Lot for any purpose, including but not limited to lawn irrigation, lawn maintenance, water features or for any other use; and (iv) be permitted to fish or place a boat on or within such areas in violation of the Rules of the District. No amendment to this paragraph shall be effective without the express prior written consent of the District. The District allows fishing as follows:

- (a) A Homeowner may fish from any common area.
- (b) A Homeowner with property that abuts a lake may fish from his own property.
- (c) A Homeowner may fish from property belonging to another resident only after obtaining permission from the Lot owner.

(d) It is the responsibility of the individual to obtain necessary permits/licenses and follow all applicable Fish & Game Regulations for Lee County and the State of Florida.

ARTICLE IV: ARCHITECTURAL AND DESIGN REVIEW

Section 1. **Architectural and Design Standards.** The Board of Directors shall adopt, from time to time, specific architectural and design standards or criteria for the Property, which standards shall be applied by the ARC and the Board as provided hereinafter.

Section 2. **Role of the ARC.** The purpose of the ARC is to provide review services and advice to the Board in order to insure the development of the Property as a commercial project or projects of the highest quality and standards and to insure that all Dwellings or portions thereof or any other improvements on each Lot shall present an attractive and pleasing appearance from all sides of view.

Section 3. **Composition of the ARC.** The Board shall appoint the chairman and Members of the ARC, the Board may remove ARC Member(s) if determined beneficial, and, where a vacancy or vacancies on the ARC occurs, a successor or successors shall be appointed by the Board.

Section 4. **Powers of the ARC.** The ARC shall evaluate, control and approve construction, remodeling, or additions to the Dwellings or any portion thereof or any other improvements, as well as all landscaping plans, on each Lot in the manner and to the extent set forth herein or as otherwise delegated to it by the Board. Work (save and except for improvements on a Lot that are solely contained within the physical confines of a Dwelling and in no manner affect the facade, facings or exterior surfaces of such Dwelling) shall not be commenced unless and until building and construction plans and specifications covering same ("Plans and Specifications"), showing such information as may be required by the ARC, have been submitted to, reviewed by the ARC and approved in writing by the Association. Acceptance or rejection of Plans and Specifications shall be made by majority vote of the ARC.

Section 5. **Plans and Specifications.** The ARC requires that all Plans and Specifications be accompanied by site plans which show the siting of all physical improvements on the Lot under consideration. The Board of Directors may set a reasonable fee for review to compensate the Association for the costs it will incur in the hiring of professionals to assist it in its review. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a minimum of 3 complete sets, or as many as requested by the ARC, of Plans and Specifications must be submitted to the ARC. A review of the merits of a Homeowner's Plans and Specifications shall not commence until the ARC has deemed the Plans and Specification complete and that the ARC has sufficient information on which to make a review. In addition, if requested by the ARC, there shall be submitted to the ARC for consideration such samples of building materials proposed to be used as the ARC shall specify and require. All Plans and Specifications shall be prepared by an architect and/or professional

engineer registered in the State of Florida. The architect and/or professional engineer submitting the Plans and Specifications must state in writing that he has visited the site and is familiar with all existing site conditions. These requirements pertaining to Plans and Specifications may be waived, in whole or in part, by the ARC upon application of the Homeowner showing good cause for waiving such requirement(s). All requests for improvements must be submitted on the most recently promulgated Association forms which may be found on the Association's website along with a checklist of items to be included. Each page is to be numbered, signed and dated by all adjacent neighbors and ARC Members evaluating the request.

Section 6. Recommendations of the ARC. Once the ARC has received and reviewed the Plans and Specifications submitted by a Homeowner, the ARC may either (a) make a decision to either approve or disapprove the proposal of the Homeowner, or (b) request additional information as the ARC deems necessary in its discretion to be able to render a decision. At such time as a decision to approve or disapprove is made, the ARC shall have no further action to take with regard to the Homeowner's proposal until such time as the Homeowner resubmits revised Plans and Specifications for consideration. Once the ARC has determined that the Plans and Specifications should be approved, it shall do so at a duly-noticed meeting and shall thereafter communicate or transmit its findings and recommendations to the Board for its consideration of final approval.

Section 7. Approval of Plans and Specifications. Upon written approval of the Board, work may be commenced and shall be prosecuted to completion promptly and in strict conformity with such Plans and Specifications. Any approval issued by the Association for which work is not commenced within 180 days from the date of issuance of the written approval shall be deemed to be null and void, and the Homeowner shall be required to resubmit Plans and Specifications to the ARC for review and approval, unless such requirement is waived in writing by the Association (which shall have the effect of continuing the original approval). The Association shall be entitled to stop any work in violation of these restrictions, and any work undertaken without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Homeowner's expense. All costs and expenses of the Association (including attorney's fees) related to the enforcement of these covenants shall be paid by the Homeowner in violation thereof. All construction activities as approved by the Association must comply substantially with the Plans and Specifications as approved by the ARC.

Section 8. Rejection of Plans and Specifications. The ARC shall have the right to refuse to review Plans and Specifications which it deems to be incomplete; or to refuse to approve any Plans and Specifications which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In the event the ARC rejects such Plans and Specifications as submitted, or otherwise recommends non-approval to the Board of Directors, the ARC shall so inform the Homeowner in writing, stating with reasonable detail the reason(s) for rejection or disapproval. In recommending rejection of such Plans and Specifications, the ARC may take into consideration the suitability and desirability of the proposed activities and results proposed by the Homeowner, the materials proposed to be used in connection with such activities on the Lot, the quality of the proposed workmanship and materials, the harmony of

external design with the Community and Gateway, the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties and upon Community and Gateway residents.

Section 9. Appeal by Aggrieved Homeowner. If the ARC recommends rejection or non-approval of such Plans and Specifications, the aggrieved Homeowner may appeal such adverse decision to the Board. The Board can either reverse the decision of the ARC and approve the Plans and Specifications as submitted by the Homeowner, or reject the appeal, in which event the aggrieved Owner may appeal such adverse decision by submitting in writing to the Board a request for a special meeting of all Homeowners to consider the propriety of the Board's decision within 10 days after receipt of such written request. The Board thereafter shall call a special meeting, and the costs pertaining to such special meeting shall be borne by the appealing Homeowner. At such special meeting, the proposal made by the Homeowner and the decision of the ARC and the Board, together with the stated reasons for the rejection of the proposal, shall be made available to all Homeowners. A vote of a majority of the total Voting Interests of the Community present in person or by proxy of a duly-called and noticed meeting of the Association Members at which a quorum is present shall be necessary to overturn an adverse decision of the ARC and the Board against the Homeowner. If a quorum is not attained, then the Board's decision is final and shall not be overturned.

Section 10. Compliance with Governmental Regulations. In addition to the foregoing requirements, any work undertaken by a Homeowner must be in compliance with the requirements of all controlling governmental authorities. The Homeowner shall be under an affirmative duty to obtain all governmentally-required permits and approvals. Any consent or approval by the ARC to any work may be conditioned upon the Homeowner requesting such approval, obtaining a building permit for same, or providing the Association with written evidence from the controlling governmental authority that such permit will not be required, and in that event, the Homeowner requesting architectural approval shall not proceed with any work until such building permit or evidence that a building permit is not required is submitted to the Association.

Section 11. Enforcement of Restrictions. The Association shall have the non-exclusive responsibility of enforcing the restrictions set forth in this Section. The architectural, maintenance and use restrictions contained in this Section shall apply to each and every Lot and all portions of the Property now or hereafter subjected to this Declaration.

Section 12. Liability of the ARC and the Board of Directors. Notwithstanding anything in this Section to the contrary, the ARC and the Board shall merely have the right, but not the duty, to exercise architectural control in a particular matter, and shall not be liable to any Homeowner, the Association or any other entity due to the exercise or non-exercise of such control, or the approval or disapproval of any improvements. Furthermore, the approval of any Plans or Specifications or any improvement shall not be deemed to be a determination or warranty that such Plans or Specifications or improvements:

- (a) are complete or do not contain defects; or
- (b) in fact meet any standards, guidelines and/or criteria of the ARC or the

Board; or

- (c) are in fact architecturally or aesthetically appropriate; or
- (d) comply with any applicable governmental requirements.

Furthermore, the ARC and the Board shall not be liable for any defect or deficiency in such Plans or Specifications or improvements or any injury resulting therefrom.

Section 13. Completion of Work; Remedy. When work on any improvement has begun, such work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason such work is discontinued or there is no substantial progress toward completion for a continuous 60 day period, then the Association shall have the right to notify the Homeowner of its intentions herein, enter the Lot and take such steps as might be required to correct the undesirable appearance or existence of the Dwelling, including, but not limited to, demolition and/or removal thereof, and/or pursue any of the remedies under this Declaration as the Association determines, and charge the Homeowner for all costs associated therewith, which shall include all costs and attorney's fees. The reason for such correction shall be solely in the discretion of the Association and may include, but shall not be limited to, aesthetic grounds. The Association shall have the authority to enter into such contracts as may be necessary to undertake the remedial and necessary actions on the Lot. In addition, any failure to undertake work under this Section shall require the offending Homeowner to resubmit Plans and Specifications to the ARC for approval prior to undertaking any new work on the Lot.

ARTICLE V: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Homeowner that is subject to Assessment under Article VIII hereof shall become a Member of the Association upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person, each such person is a Member. A Homeowner of more than one Lot is entitled to one Membership for each Lot owned. Each Membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title. No person other than a Homeowner may be a Member of the Association, and a Membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of Membership and voting rights by a Homeowner who is a contract seller to such Homeowner's vendee in possession.

Section 2. Voting and Voting Interest. The Association shall have one (1) class of voting Membership: all Homeowners are Members for the purposes of voting. However, as provided below, only one vote on Association matters or matters of ownership shall be cast per Lot.

Section 3. Co-Ownership. If more than one person owns an interest in any Lot, all such persons are Members, but there may be only one vote cast with respect to such Lot. Such

vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file a voting certificate setting forth the name of the voting representative with the secretary of the Association to be entitled to vote at such meeting. Notwithstanding the foregoing, if title to any Lot is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

Section 4. **Amplification and Construction of Governing Documents.** The provisions of this Declaration are amplified by the Association's Articles of Incorporation and Bylaws, but no such amplification will alter or amend substantially any of the rights or obligations of the Homeowners set forth in this Declaration. This Declaration is intended, on the one hand, and the Articles of Incorporation and Bylaws, on the other, to be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, the provisions of this Declaration control over anything in the Articles of Incorporation or Bylaws to the contrary; and likewise, any term in the Articles of Incorporation shall prevail over a conflicting term in the Bylaws. However, when a provision in one document is more specific than that of another, the more specific provision will prevail. The terms defined in this Declaration shall have same meanings in the Articles of Incorporation and Bylaws, unless otherwise provided.

ARTICLE VI: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. **Association.** The Association shall govern, make Rules and Regulations, control and manage the Lots and Common Areas, if any, located on the Property pursuant to the terms and provisions of this Declaration and the Articles of Incorporation and Bylaws. The Association has the power to levy fines and the other remedies contained in Fla. Stat. Sec. 720.305 for violations of the Association's governing documents and the Rules and Regulations of the Association. The procedures for such shall be as directed in the Act or as may be found in the Association's Bylaws. The Association shall at all times pay the real property ad valorem taxes on any Common Areas if said taxes are billed to the Association as differentiated from being billed to the Homeowner and pay any governmental liens assessed against the Common Areas. The Association shall further have the obligation and responsibility for the hiring of certain personnel and purchasing and maintaining such equipment as may be necessary for maintenance, repair, upkeep and replacement of any Common Areas and facilities which may be located thereon, the performance of any of its maintenance obligations and performance of such other duties as are set forth herein, as follows:

(a) Notwithstanding the foregoing, the Association may, but is not obligated to, employ security guard(s) or a security guard service. If a security guard(s) or security guard service is employed by the Association, the Board of Directors shall determine, in its sole discretion, the schedule and cost of expense of security guard(s) or security guard service.

(b) Except as otherwise provided in these governing documents, the Association shall maintain the Common Areas and pay the real property ad valorem taxes and governmental

liens assessed against the Common Areas and billed to the Association. Any Common Areas which are to be maintained by the Association as provided herein shall be maintained in good condition and repair. Should real property ad valorem taxes or governmental liens as to any Common Areas be assessed against the billed Lots, the Board of Directors shall have the right to determine, in its sole discretion, if the Association should pay all or any portion of said bill(s) for taxes or liens, and such amount as they determine should be paid by the Association shall be levied as a Special Assessment pursuant to Article VIII of this Declaration.

(c) The Association shall maintain all landscaping and signage within the Common Areas, and in any landscaping easement which is owned or runs in favor of the Association. In addition, the Association shall maintain:

(i) any entry features for the Community, including, but not limited to, walls, signage and a fountain, whether located on the Common Areas or the Lots. Such maintenance activities, may, but not necessarily will, include, without limitation, any of the following: replacement and/or replanting of existing landscaping; excavation; construction of berms; and installation, maintenance and repair of irrigation facilities;

(ii) the security gate and camera system located at the point of entry into the Community on Timber Ridge Drive. The cost of repairing damage caused by a Homeowner, his/her guests, invitees or tenants shall be assessed to the Homeowner and secured by a lien on the Lot as a Specific Assessment pursuant to Article VIII of this Declaration;

(iii) the repair/replacement of all vinyl privacy fences along the rear boundaries of a Lot whether or not originally installed by the developer. If a Lot's rear privacy fence becomes damaged, then it is the Association's decision as to whether the fence shall be repaired or replaced. Damage determined to be caused by the Homeowner, his guest or tenants will be charged to the Homeowner if the Association is forced to repair or replace fencing;

(iv) The Association shall maintain and repair and replace all mailboxes, mailbox posts and curbing. Damage determined to be caused by the Homeowner, his guest or tenants will be charged to the Homeowner if the Association is forced to repair or replace mailboxes or posts. Homeowners should regularly inspect these items for signs of wear and tear, thus limiting the extent of the repairs required.

(d) In the event the Association in the future acquires any Common Areas, the Association shall obtain, maintain and pay the premiums for the hazard insurance, flood insurance, liability insurance and fidelity bond coverage as set forth below and as consistent with state and local insurance laws, and such other types of insurance as the Board may deem advisable:

(i) Hazard insurance covering all Common Areas, except for land foundations and excavations, and all common personal property and supplies. The policy must protect against loss or damage by fire and all other hazards normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of communities, including those covered by the standard "all risk" endorsement. The policy shall cover one hundred percent (100%) of the current replacement cost of all covered facilities and

shall include the following endorsements: agreed amount and inflation guard (if available), and construction code, if the local construction code requires changes to undamaged portions of buildings even when only part of the Property is destroyed by an insured hazard.

(ii) Flood insurance covering the Common Areas buildings and any other common personal property if any part of the Community is in a special flood hazard area as defined by the Federal Emergency Management Agency. The amount of flood insurance shall be for not less than the lesser of: (i) 100% of the current replacement cost of all buildings and insurable property within the flood hazard area, and (ii) the maximum coverage available for the Property under the National Flood Insurance Program.

(iii) Comprehensive general liability insurance covering all Common Areas and any other areas under the Association's supervision, including public ways and commercial spaces owned by the Association. The policy must provide coverage of at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. The policy must cover bodily injury and property damage resulting from the operation, maintenance or use of the Common Areas and other areas under the Association's control and any legal liability resulting from lawsuits related to employment contracts to which the Association is a party. The policy must provide for at least 10 days' written notice by the insurer to the Association prior to cancellation or substantial modification.

(iv) Fidelity bond coverage for any person (including a management agent) who either handles or is responsible for funds held or administered by the Association, whether or not such persons are compensated for such services. The bond shall name the Association as an obligee and shall cover the greater of: (i) the maximum funds that will be in the custody of the Association or its management agent while the bond is in force, and (ii) the sum of 3 months' General Assessments on all Lots plus the Reserve Fund. The bond shall provide for ten (10) days' written notice to the Association and all servicers of FNMA-owned mortgages in the Property prior to cancellation of or substantial modification to the bond.

(e) The Association shall care for and maintain any entryway features, including, but not limited to, fountains, walls and signage, intended for and/or identifying the Property and shall maintain any landscaping located within the Common Areas, road right-of-way or any landscaping easement which is owned by or runs in favor of the Association, which maintenance activities may, but not necessarily will, include without limitation any of the following: replacement and/or replanting of existing landscaping, excavation, construction of berms, and installation, maintenance and repair of irrigation facilities.

The foregoing constitutes the basic and general obligations of the Association, and the expenses pertaining to such obligations are to be paid by Members of the Association as hereinafter provided, except as otherwise provided herein. It shall be the duty and responsibility of the Association, through its Board of Directors, to fix and determine from time to time the sum or sums necessary and adequate to provide for the expenses of the Association. The procedure for the determination of such assessments shall be as hereinafter set forth in this Declaration or the Bylaws or the Articles of Incorporation. The Board shall have the power and authority to levy a Special Assessment, should one become necessary, as determined by it in its sole discretion, and said Special Assessment shall be determined, assessed, levied and payable in

the manner determined by the Board as hereinafter provided in this Declaration or the Articles of Incorporation or the Bylaws.

Section 2. Management Contracts and Leases of Common Areas. The Association shall expressly have the power to contract for the management of the Association and/or the Common Areas, if any, and to lease the recreation areas, further having the power to delegate to such contractor or lessee any or all of the powers and duties of the Association respecting the contract granted or property demised. The Association shall further have the power to employ administrative and other personnel to perform the services required for proper administration of the Association.

Section 3. Easements.

(a) Easements for installation and maintenance of utilities (including, but not limited to, those required for cable television service) and drainage facilities are reserved to: the District (as may be applicable), the Association, or as shown on the Plat or as otherwise granted by Developer. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channel in the easements, or which may obstruct or retard the flow of water through drainage channel in the easements, or which are or might be prohibited by the public authority to whom said easement is given

(b) Easements over, under, across and through each Lot and the Common Areas are hereby expressly granted to the Association for the purpose of making any repairs or performing any maintenance provided for or required by this Declaration, regardless of whether such repairs or maintenance directly benefit the Lot upon which they are performed.

(c) The easement area of each Lot and all improvements in it shall be maintained by the Homeowner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

**ARTICLE VII:
HOMEOWNERS' OBLIGATION FOR MAINTENANCE OF
LOTS AND LANDSCAPING THEREON**

Section 1. Homeowners' Maintenance. Homeowners shall be obligated and responsible for all maintenance of their Lot and the improvements thereon. Standards for maintenance and upkeep may be set forth in the Rules and Regulation promulgated by the Association. The Association shall have the right, after reasonable notice to the Homeowner, to enter upon a Lot to inspect the conditions of any portions of a Lot for which the Homeowner is responsible to repair, replace or maintain and which is visible from the street fronting the Lot or is visible to a neighboring property.

(a) No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Lot and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Lot.

(b) All lawns, landscaping and sprinkler systems and any property, Dwelling, improvement and appurtenance shall be kept in good, safe, clean, neat and attractive condition.

(c) Trees on Lots shall be maintained as follows:

(i) Any tree or shrub on a Lot that has limbs that protrude into or over the common roadway must be kept and maintained by the Homeowner in a reasonable manner as to not touch, damage or scratch any reasonable-sized vehicle such as a truck or van;

(ii) Any tree obscuring the effectiveness of common area lighting must be trimmed with the same reasonable expectations and liability to the homeowners as the road access.

(iii) Any oak or similar tree that is or is at risk of damaging any utility or private and/or common property may be removed at the Homeowner's expense without the need for ARC approval. Homeowners planning such work are advised to call "811" in order to have underground utilities properly located in advance of such work.

(d) Side Fencing (regardless of when installed or by whom) shall be maintained/replaced by the Homeowner and should match the fencing along the back property line and comply with the local zoning/building codes. Although the Association is primarily responsible for the repair and replacement of vinyl fencing along the rear Lot line, damage determined to be caused by the Homeowner, his guest or tenants will be charged to the Homeowner if the Association is forced to repair or replace fencing.

(e) Homeowners should regularly inspect all mailboxes, mailbox posts and curbing for signs of wear and tear, thus limiting the extent of the repairs required.

(f) All Dwellings shall be maintained in a finished, painted and attractive condition. Upon the failure to maintain the premises as aforesaid to the satisfaction of the Association and upon the Homeowner's failure to make such correction within 15 days of giving of written notice by the Association, the Association may enter upon such premises and make such improvements or correction as may be necessary, the costs of which shall be paid by the Homeowner. Such written notice does not have to be given by the Association in the case of emergency, and in which event, the Association may without any prior notice directly remedy the problem. The Association may bring an action to enforce these remedies at law or in equity. Such entry by the Association or its agents shall not be a trespass and by acceptance of a deed for a Lot, such party has expressly given the Association the continuing permission to do so which permission may not be revoked. If the Homeowner fails to make payment within 15 days after request to do so by the Association, such amount shall be deemed a Specific Assessment pursuant to Article VIII hereof and may be collected accordingly.

Section 2. Maintenance of Corner Landscape Features. The Homeowners of certain corner Lots along Timber Ridge Drive shall be responsible for maintaining in good, neat and attractive condition trees and plantings ("Corner Landscape Features") installed on their Lot corners by Developer. These Homeowners shall also be responsible for replacing such Corner Landscape Features, if necessary, at their sole cost and expense. The trees and plantings in the

Corner Landscape Features shall not be removed or replaced without the prior written approval of the Association.

Section 3. Failure to Maintain Lots. In the event a Homeowner of any Lot shall fail to maintain or repair the Lot, the improvements thereon or the landscaping thereon within 30 days' written notice of same, the Association may: (a) initiate the sanctions for violations of these Governing Documents as found in Article XI of the Bylaws, and without waiving any other remedy, (b) after approval by a two-thirds vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, any improvements thereon and the landscaping thereon. The cost of same shall be added to and become part of the Assessments to which said Lot is subject, and said cost shall be a lien upon said Lot with the same force and effect and the liens on Lots for Assessments as provided in this Declaration and the Articles of Incorporation and the Bylaws.

ARTICLE VIII: COVENANT FOR ASSESSMENTS; OTHER CHARGES

Section 1. Assessments Established. Each Homeowner of any Lot, by acceptance of a deed to such Lot, whether or not it is so expressed in such deed, is deemed to covenant to pay to the Association (as may be applicable):

- (a) General Assessments, as defined in Sections 2 and 3 hereof;
- (b) Special Assessments, as defined in Section 4 hereof;
- (c) Specific Assessments against any particular Lot that are established pursuant to any provision of this Declaration as provided in Section 5 hereof; and
- (d) All taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

All of the foregoing, together with interest, late fees and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each Assessment is made as provided in Section 9 hereof. Each such Assessment, together with interest, late fees and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the Homeowner(s) of such Lot when such Assessment fell due.

Section 2. Purpose of Assessments: General Assessment. The assessments levied by the Association must be used exclusively to promote the common good and welfare of the Homeowners and Residents of the Community, to operate and manage the Association and the Common Areas, if any, and to perform such duties as may be required by this Declaration and the Articles of Incorporation and Bylaws of the Association (the "Common Expenses"). To effectuate the following, the Association may levy an annual general assessment ("General Assessment") to provide and be used for the operation, management and all other general activities and Common Expenses of the Association.

Section 3. General Assessment. The amount of the General Assessment shall be fixed by the Board at least 30 days in advance of each General Assessment period, and shall be based upon a budget adopted in conformity with the procedure outlined in Fla. Stat. Sec. 720.303(6), as amended from time to time. The General Assessment period shall coincide with the Association's fiscal year. Written notice of the amount of the General Assessment should be given to every Homeowner, but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid General Assessment. The General Assessment shall be paid in equal monthly installments without interest until delinquent, and pre-payable in whole at any time or times during the applicable General Assessment period without penalty or other consideration; provided, however, at the discretion of the Board, the General Assessment may be collected on a quarterly, semi-annual or annual basis rather than collected each month.

Section 4. Special Assessments.

(a) The Association shall be empowered to levy a special assessment ("Special Assessment") in the manner provided in this section.

(b) In addition to the General Assessment, the Association may levy in any fiscal year a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, then-unknown expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Assessment was based. Consideration of the levy of any Special Assessment shall be made at a duly-noticed Board meeting only after 14-day's written notice of the meeting (with a description of the Special Assessment to be considered) has been delivered to each Homeowner in the manner specified in the Act. Special Assessments in an amount exceeding one-twelfth (1/12th) of the current year's annual assessment shall not be effective until ratified by 51% of the Members present and voting in person or by proxy at a meeting of the Members at which a quorum has been attained.

Section 5. Specific Assessments. Any and all accrued indebtedness of any Homeowner to the Association arising under any provision of this Declaration or the other governing documents of the Association, also may be assessed by the Association against such Homeowner's Lot after such Homeowner fails to pay it when due and such default continues for 30 days after written notice.

Section 6. Uniformity of Assessments. The General Assessment and any Special Assessment pertaining to general Common Expenses must be uniform for each Homeowner throughout the Community. Each Lot shall be liable for its 1/145th pro rata share of the Common Expenses of the Association.

Section 7. Lien for Assessment. All sums assessed against any Lot, together with interest, late fees and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association as provided in Fla. Stat. Sec. 720.3085(1). The Association's lien shall relate back to May 11, 2011 (the date of the recording of the original document that this Declaration restates) and shall otherwise have the priority accorded such under Fla. Stat. Sec. 720.3085. Except for liens for all sums validly secured by any such First Mortgage, all other lienors acquiring liens on any Lot after July 1, 2008 are deemed to consent that such liens are inferior to the lien established by this Article, whether or

not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and/or creditors of the existence of the Association's lien and its priority. The Association from time to time may record a Claim of Lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record, any such notice of lien will affect the existence or priority of the Association's lien.

Section 8. Estoppel Certificate. Upon demand, and for a reasonable charge as determined by the Board of Directors, the Association will furnish to any interested person a certificate signed by an officer of the Association or its authorized agent setting forth whether the General Assessment and any Special Assessment or Specific Assessment have been paid and, if not, the unpaid balance(s). The Association shall not be required to supply said certificate any sooner than fifteen (15) days after receiving a written request and payment therefor. The association may condition the provision of the certificate upon payment of its charges in advance.

Section 9. Remedies of the Association. Any Assessment not paid within thirty (30) days after its due date bears interest at the rate of 18% per annum or such other rate as may be from time to time determined by the Board, provided, however, that such rate shall not exceed the maximum rate allowed by law not constituting usury. The Association may bring an action at law against the Homeowner personally obligated to pay such Assessment, and/or foreclose its lien against such Homeowner's Lot. No Homeowner may waive or otherwise escape liability for the Assessments. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority [Fla. Stat. Sec. 720.3085(5)].

Section 10. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Homeowner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees through and including appeal. All such costs and expenses are secured by the lien foreclosed. The Homeowner also is required to pay to the Association any Assessments against the Lot that become due during the period of foreclosure, which Assessments also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the Homeowner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its Homeowner. If any foreclosure sale results in a deficiency, the court having jurisdiction over the foreclosure may enter a personal judgment against the Homeowner for such deficiency.

Section 11. Subordination of Lien. Except where a notice of lien has been filed in the public records prior to the recording of a valid First Mortgage, the lien for the Assessments provided in this Article is subordinate to the lien of any such First Mortgage, but only to the extent provided in Fla. Stat. Sec. 720.3085, as it may be amended from time to time. Notwithstanding anything to the contrary contained in this section, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires

title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

- (a) The parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or
- (b) One percent of the original mortgage debt.

The limitations on first mortgagee liability provided by this Section 11 apply only if the first mortgagee filed suit against the parcel owner and initially joined the association as a defendant in the mortgagee foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

Sale or transfer of any Lot does not affect the Assessment lien. Any lienor holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Article; upon such payment, such lienor will be subrogated to all rights of the Association with respect to such lien, including priority.

Section 12. **Homesteads.** By acceptance of a deed to any Lot, each Homeowner is deemed to acknowledge conclusively and consent that all assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Section 13. **Reserve Funds.** Pursuant to Fla. Stat. 720.303(6) as amended, the Association shall maintain a reserve fund to be used solely for making expenditures in connection with the Common Areas ("Reserve Fund"). The Board shall determine the appropriate level of the Reserve Fund based on a periodic review of the useful life of the improvements to the Common Areas and equipment owned by the Association, as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Areas, the purchase of equipment to be used by the Association in connection with its duties hereunder, or performance of required maintenance. Each budget shall disclose that percentage of the General Assessment which shall be added to the Reserve Fund and each Homeowner shall be deemed to make a contribution to the Association equal to such percentage multiplied by each installment of the General Assessment paid by such Homeowner. The budgeting of reserves shall, in all events, conform to the procedures outlined in Fla. Stat. Sec. 720.303(6), as amended.

Section 14. **Other Charges.** Each Homeowner hereby covenants to pay any and all charges and assessments levied from time to time by the District and other applicable governmental entities.

ARTICLE IX: OWNERSHIP, LEASING AND TRANSFER OF PARCELS

In order to foster a stable, residential character to the Community, the following procedures are hereby in place.

Section 1. Forms of ownership of Lots:

(a) A Lot may be owned by any number of natural persons.

(b) **Ownership by Corporations, Partnerships or Trusts.** A Lot may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Lot and residence may be used as short-term transient accommodations for several individuals or families. A trustee or corporation, partnership or other entity as a Lot owner shall be required to designate one (1) natural person to be the "primary occupant". The use of the Lot and residence by other persons shall be as if the primary occupant were the only actual Homeowner.

(c) **Life Estate.** A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the only association member from such residence, and occupancy of the residence shall be as if the life tenant was the only Homeowner. The life tenant shall be liable for all assessments and charges against the Lot. Any consent or approval required of members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Homeowners for purposes of determining voting and occupancy rights.

Section 2. Rental Properties; Approval of Leases. All rentals shall be subject to prior written approval by the Association as set forth below. All leases of Lots or rentals of Lots must be in writing. A Homeowner may sell, lease or rent only his entire Lot, and then only in accordance with this subsection. The privilege to rent or lease may be revoked by the Board of Directors if it is abused by the Homeowner, or the Homeowner fails or refuses to follow the required procedures. Every lease agreement shall bind the tenant to obey all Rules and Regulations which apply to the Dwelling or Homeowner as a condition of the tenancy and shall designate Developer or its designee and the Association as third party beneficiaries entitled to enforce this requirement of the lease. The Association may enact additional Rules and Regulations governing leases and the procedures for considering their approval. A current set of the Rules and Regulations shall be delivered to tenant by the Homeowner as part of the lease approval process and in all events, shall be delivered prior to execution of the lease.

(a) Procedures.

(i) **Notice.** A Homeowner intending to lease or rent his Lot (or renew or extend a previously-approved lease or rental) must give to the Board of Directors (or its designee) written notice of such intention at least fifteen (15) days prior to the starting date of the proposed lease or rental (or the renewal or extension thereof), together with the name and address of the proposed lessee, or tenant, all other proposed residents, and other information

about the lessee or tenant, or the lease or rental, that the Board may reasonably require. The Association may prescribe and require the use of a particular tenant approval application. The Homeowner must submit a copy of all contracts that will show proof that a contractor or contractors have been hired to ensure the following items of Lot maintenance will be accomplished on an appropriate scheduled basis: (1) the lawn will be mowed, (2) weeds will be controlled, (3) insects and lawn pests will be controlled, and (4) bushes, shrubbery and landscaping will be trimmed and otherwise maintained.

(ii) Failure to Give Notice. Any lease or rental entered into without notice in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee and all other residents by summary proceedings without securing consent to such eviction from the Homeowner.

(b) Term of Lease and Frequency of Leasing. The minimum term of any lease, renewal or extension thereof term is one (1) month. However, an approved lease may be extended for a maximum of four (4) consecutive months as long as there has been no interruption in possession: it being the intent to allow a month-to-month extension that immediately follows the expiration of a rental term under a lease and the lessee's possession of a Lot. No Lot may be rented or leased more than three (3) times in any twelve (12) month period. The Board is empowered to make an exception to the minimum lease or rental term, but only in the case of a hardship and only where written permission is requested and granted prior to any said occupancy. No subleasing or assignment of lease or rental rights by the lessee is allowed.

(c) Occupancy During Lease Term. No one but the lessee or tenant and his family (within the first degree of relationship by blood, adoption or marriage) may occupy the Lot. A lessee or tenant with pets must strictly follow the provisions of this Declaration and any Rules and Regulations of the Association regulating the keeping of pets within the Community.

(d) Regulation by Association. All of the provisions of the Declaration and other governing documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Lot as a lessee, tenant, or guest to the same extent as against the Homeowner. The Association may require lessees or tenants to post a security deposit as provided by law to protect against damage to the Common Areas. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the governing documents, designating the Association as the Homeowner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease or rental agreement, whether oral or written, and whether specifically expressed in such agreement or not.

(e) Authority and Delegation. The Board of Directors shall have the authority to approve all leases or rentals and renewals thereof. The Board shall have the authority to promulgate or use a uniform lease or rental application and require such other information from the proposed tenant as is appropriate under the circumstances. The Board shall have the right to delegate the screening of proposed tenants to a committee, the Association's community association manager, or a commercial tenant screening concern. As part of the tenant screening process, the Association may, but is not required to, obtain background checks in its discretion –

the actual cost of which shall be tendered by the Homeowner or tenant along with the application. The Association may also charge a fee for consideration of lease applications the amount of which shall be set forth in the Association's Rules and Regulations, but which otherwise shall not exceed the maximum fee prescribed by law.

(g) Uniform Lease; Tenant Conduct; Remedies. All leases or rentals shall be on a uniform form of lease if so promulgated by the Association. Uniform leases and all others will provide or shall be deemed to provide that the tenants have read and agreed to be bound by the various restrictions contained in the Declaration of Neighborhood Covenants, Articles of Incorporation, Bylaws of the Association, and Rules and Regulations (hereinafter "governing documents"). The uniform lease and other leases shall further provide or be deemed to provide that any violation of the applicable governing documents shall constitute a material breach of the lease and subject the tenant to eviction. If a tenant fails to abide by the applicable governing documents, that respective Lot's Homeowner(s) shall be responsible for the conduct of the tenant. The Homeowner shall have the duty to bring his tenants' conduct into compliance with the governing documents by whatever action is necessary, including without limitation, the institution of eviction proceedings. If the Homeowner fails to bring the conduct of the tenant into compliance with the governing documents, the Association shall have the authority to act as agent of the Homeowner to undertake whatever action is necessary to abate the tenants' noncompliance with the governing documents, including without limitations, the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorney's fees incurred in connection with such actions from the Homeowner in the same manner as common expense charges.

(h) Approval/Disapproval; Time Limitations. Upon receipt of all information and fees required by Association, the application shall be deemed complete and the Association shall have the duty to approve or disapprove all proposed leases, rentals or renewal and extensions within five (5) business days of receipt of such completed application. All requests for approval not acted upon within five (5) business days after being deemed complete shall be deemed approved. The Association has no duty to act on the consideration of an application that has been deemed incomplete. Applications for renewals of lease or rental agreements shall be submitted at least fifteen (15) days in advance of the expiration of the lease or rental agreement. If the Association disapproves a proposed lease or renewal, the Homeowner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made or renewed. The Association shall have no duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a lease application or renewal of a lease if any denial is based upon any of the following reasons:

(i) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude.

(ii) The application for approval on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the governing documents. By way of example, but not limitation, a Homeowner allowing a tenant or transferee to take possession of the premises prior to approval

by the Association (even though the application has been deemed complete) as provided for herein, shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions.

(iii) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in the Gateway community as a tenant, Homeowner, or occupant of a Lot or unit.

(iv) The person seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner.

(v) All assessments, fines and other charges against the Lot have not been paid in full.

(vi) The proposed occupant makes any material misrepresentation during the application process, which shall justify retroactive disapproval of the application upon discovery of the misrepresentation.

(vii) The Owner has failed to maintain the Improvements on the Lot in conformity with Article VII hereof and the Rules and Regulations.

(viii) As a condition of renting a Lot, the Board may require the posting of a security deposit for damages to the Common Areas, as provided by law.

Section 7. Fees Related to the Approval of Sale, Lease or Other Transfer of Lots. The Association may charge the owner a preset fee for processing the application: such fee not to exceed \$100.00 per applicant or as otherwise provided under Florida law.

ARTICLE X: MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

The following provisions are intended for the benefit of a First Mortgagee and to the extent, if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

Section 1. Notices of Overdue Assessments; Foreclosure. Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded First Mortgage on a Lot ("Insurer or Guarantor") and the Lot number, the Association shall furnish each First Mortgagee, Insurer or Guarantor a written notice of such Lot owner's obligations under this Declaration which is not cured within 60 days. Any First Mortgagee of a Lot who comes into possession of the said Lot pursuant to the remedies provided in the Mortgage, foreclosure or a deed in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Lot which become due prior to (i) the date of the transfer of title, or (ii) the date on which the holder comes into possession of the Lot, whichever occurs first.

Section 2. **Rights of First Mortgagees, Insurers and Guarantors.** Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

(a) to examine current copies of this Declaration, the Bylaws, all Rules and Regulations, and the books and records of the Association during normal business hours;

(b) to receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Homeowners at the end of each of its respective fiscal years; provided, however, that in the event an audited financial statement is not available, any First Mortgagee shall be entitled to have such an audited statement prepared at its expense;

(c) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(d) to receive written notice of any decision by the Homeowners to make a material amendment to this Declaration, the Bylaws or the Articles of Incorporation;

(e) to receive written notice of any lapse, cancellation or modification of an insurance policy or fidelity bond maintained by the Association; and

(f) to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

Section 3. **Distribution of Proceeds.** No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Property or the Lots therein shall be deemed to give a Homeowner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Homeowners of insurance proceeds or condemnation awards for losses to or a taking of the Lots and/or the Common Areas, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Lots affected shall be entitled, upon specific written request, to timely written notice of any such loss.

Section 4. **Termination of the Community.** Unless the First Mortgagees of the individual Lots representing at least 67% of the votes in the Association have given their prior written approval, neither the Association nor the Homeowners shall be entitled to terminate the legal status of the Community for reasons other than substantial destruction or condemnation thereof.

Section 5. **Notice of Damage, Destruction or Condemnation.** Upon specific written request to the Association, each First Mortgagee, Insurer or Guarantor of a Lot shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Areas if such damage or destruction or taking exceeds \$10,000.00. If damages shall occur to such Lot in excess of \$1,000.00, notice of such event shall also be given.

Section 6. **Condemnation; Priority of Awards.** If any Lot or portion thereof or the

Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of said Lot will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition, and no provisions of any document will entitle the Homeowner of such Lot or other party to priority over such First Mortgagee with respect to the distribution to such Lot of the proceeds of any award or settlement.

**ARTICLE XI:
DAMAGE, DESTRUCTION, CONDEMNATION
AND RESTORATION OF IMPROVEMENTS**

Section 1. **Damage, Destruction and Restoration.** In the event the improvements forming a part of the Common Areas. or any portion thereof, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus the Reserve Fund, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the Reserve Fund shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event, within 180 days after said damage or destruction, the Homeowners shall elect to withdraw the Property from the provisions of this Declaration, or if the insurance proceeds and the Reserve Fund are insufficient to reconstruct the damaged or destroyed improvements to the Common Areas and the Homeowners and all other parties in interest do not voluntarily make provision for reconstruction within 180 days from the date of damage or destruction, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Homeowners, after first paying from the share of each Homeowner the amount of any unpaid liens on his Lot, in the order of the priority of such liens.

Section 2. **Withdrawal of Property from Declaration.** In the case of damage or other destruction, upon the unanimous affirmative vote of the Homeowners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from this Declaration. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Homeowners, shall be on an equitable basis. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Areas shall be allocated to the Homeowners on the basis of an equal share for each Lot. Upon the withdrawal of any Lot or portion thereof, the responsibility for the payment of assessments on such Lot or portion thereof by the Homeowner shall cease.

Section 3. **Eminent Domain.** In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portion so taken from the provisions of this Declaration may be made by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Homeowner shall be on an equitable basis. Any condemnation award or other proceeds available in connection with the

withdrawal of any portion of the Common Areas shall be allocated to the Homeowners on the basis of an equal share for each Lot. Upon the withdrawal of any Lot or portion thereof, the responsibility for the payment of assessments on such Lot or portion thereof by the Homeowner shall cease. The Association shall represent the Homeowners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Areas or any part thereof. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Homeowners on the basis of an equal share for each Lot, after first paying from the share of each Homeowner the amount of any unpaid liens on his Lot, in the order of the priority of such liens.

ARTICLE XII: TERMINATION OF THE COMMUNITY

At a meeting called for such purpose and attended by all Homeowners, the Homeowners, by affirmative vote of 100% of the Homeowners, may elect to terminate the legal status of the Community and sell the Common Areas as a whole. Within 10 days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to all First Mortgagees, Insurers and Guarantors entitled to notice under Article IX hereof. Such action shall be binding upon all Homeowners, and it shall thereupon become the duty of every Homeowner to execute and deliver such instruments and to perform all acts in manner and form as may be necessary to effect such termination and sale. The Association shall represent the Homeowners in any negotiations, settlements and agreements in connection with termination of the Community and sale of the Common Areas, and any proceeds obtained therefrom shall be first used to pay all expenses and outstanding obligations of the Association and the remainder, if any, shall be divided among all Homeowners on the basis of an equal share for each Lot.

ARTICLE XIII: OPERATION

The provisions of this Declaration are self-executing and will run with the land and be binding upon all persons having any right, title, or interest therein, or any part, their respective heirs, successors, and assigns.

ARTICLE XIV: GENERAL PROVISIONS

Section 1. **Enforcement.** Unless expressly provided otherwise, the Association, or any Homeowner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration or any rule or regulation, such party

may recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association is the losing party against any Homeowner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party and those incurred by the Association itself, may be assessed against such Homeowner's Lot, as provided in Article VIII hereof. Failure by the Association or by any Homeowner to enforce any covenant, restriction, rule, or regulation will not constitute a waiver of the right to do so at any time.

Section 2. Amendment. Subject to the provisions of Article X of this Declaration and as may be otherwise provided herein, this Declaration may be amended, rescinded, or terminated by an instrument so approved by not less than 66 and 2/3rds percent of all Homeowners. However, simple amendments to correct typographical errors or miss-spellings may be made by the Board. No amendment is effective until recorded, and the Association's proper execution of a Certificate of Amendment certifying the approval by the requisite number of Homeowners will entitle it to public record.

Further, notwithstanding the foregoing, any amendment to this Declaration that will affect the stormwater system, including water management portions of the Common Areas, if any, will be subject to the prior approval of the South Florida Water Management District.

Section 3. **Rights of Mortgagees.** Any First Mortgagee has the following rights:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and papers of the Association.

(b) Copies. Upon payment of any reasonable, uniform charge that the Association may impose to defray its costs, to receive copies of the Association's books, records, or papers, certified upon request.

(c) Financial Statements. Upon written request to the secretary of the Association, to receive copies of the annual financial statements of the Association; provided, however, the Association may make a reasonable charge to defray its costs incurred in providing such copies.

(d) Meetings. To designate a representative to attend all meetings of the Membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

By written notice to the secretary of the Association, and upon payment to the Association of any reasonable annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee also is entitled to receive any notice that is required to be given to the Members of this Association under any provision of this Declaration or the Articles of Incorporation or Bylaws.

Section 4. **Severability.** Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Community.

Section 5. **Joinder.** Should title to any Lot of the Community have been conveyed by Developer prior to the recording of the original Declaration, such Homeowners of Lots by their signature to a Joinder shall be deemed to have joined with the Homeowner in the recording of that original Declaration and shall have subordinated their right, title and interest in the Lot to the terms thereof and declare that their property shall be subject to that Declaration (as amended) as fully as if title had been taken by them subsequent to the recording thereof.

Section 6. **Covenant Running with the Property.** Except as otherwise provided herein, the covenants, conditions and restrictions of this Amended and Restated Declaration shall run with and be binding upon the Property, and shall remain in force and be enforced by the Board of Directors and the Homeowners, their heirs, successors and assigns, for a term of 30 years after the date this Amended and Restated Declaration is recorded in the public records of the County, and shall be automatically renewed for successive periods of 10 years, unless the Homeowners, upon the affirmative vote of the holders of 66 and 2/3rds % of the Voting Interests decide within 6 months of such renewal date, not to renew these covenants, conditions and restrictions, and a certificate executed by the president or the vice-president and secretary of the Association certifying to such vote is recorded in the public records of the County.

Section 7. **Interpretation and Incorporation of Future Statutory Amendments.** It is specifically intended that any mention of the Act herein or specific provision of Florida Statutes Chapter 720 incorporate all future amendments to said Act.

In Witness Whereof, the Association has executed this Declaration in Lee County, Florida, on this _____ day of _____, 2020.

Signed, Sealed and Delivered in the Presence of:

Signature of first witness

Printed name of first witness

**TIMBER RIDGE NEIGHBORHOOD
ASSOCIATION, INC., a Florida
not-for-profit corporation**

Exhibit "A" to Declaration

Property Submitted to Declaration
(Legal Description)

TIMBER RIDGE, according to map or plat thereof recorded in Plat Book 66, Page 98; and including re-plats thereof shown as TIMBER RIDGE PHASE II, according to the map or plat thereof recorded in Plat Book 76, at Page 12; and TIMBER RIDGE COURT AND CIRCLE, according to the map or plat thereof recorded in Plat Book 81, at Page 77; all in the Public Records of Lee County, Florida.

More particularly described as:

A parcel of land lying in Sections 7, 8 and 18, of Township 45 South, Range 26 East, Lee County Florida, being more particularly described as follows:

Commencing, at the Southeast corner of Section 7, Township 45 South, Range 26 East; thence run along the Southerly line of said Section 7, S.89°42'31"W., 612.76 feet to the Point of Beginning; thence S.54°00'05"W., 1781.79 feet to a point of intersection with the Easterly boundary of Tract "B" of Gateway Phase 10, as recorded in Plat Book 50 Pages 99-102 of the Public Records of Lee County Florida; thence along said Easterly boundary for the following three courses: 1) N.00°54'11"W., 96.49 Feet; thence 2) N.54°05'57"W., 372.91 feet; thence 3) N.47°27'38"W., 25.00 feet to a point on a curve said point being on the Easterly right-of-way line of Gateway Boulevard as shown on the Plat of Gateway Phase 1, as recorded in Plat Book 40 Pages 31-37, inclusive, of the Public Records of Lee County Florida; thence along said Easterly right-of-way line of Gateway Boulevard for the following two courses: 1) Northerly 1136.57 feet along the arc of a curve to the left having a radius of 1375.00 feet and a central angle of 47°21'37" (chord bearing N.18°51'33"E., 1104.48 feet) to a point of tangency; 2) N.04°49'15"W., 126.37 feet; thence along the Southerly and Easterly boundary of a parcel described in Official Records Book 2742, Pages 1170, of the Public Records of Lee County Florida, for the following two courses: 1) N.85°10'45"E., 241.34 feet; 2) N.04°49'15"W., 240.60 feet to a point of intersection with the Southerly boundary of Griffin Drive as shown on the Plat of Gateway Phase 6, as recorded in Plat Book 44, Pages 59-66, inclusive, in the Public Records of Lee County Florida; thence along said Southerly boundary for the following five courses: 1) S.89°04'09"E., 209.42 feet to a point of curvature; 2) Easterly, 799.82 feet along the arc of a curve to the left having a radius of 4875.00 feet and a central angle of 09°24'01" (chord bearing N.86°13'51"E., 798.93 feet) to a point of reverse curvature; 3) Easterly, 194.30 feet along the arc of a curve to the right having a radius of 255.00 feet and a central angle of 43°39'27" (chord bearing S.76°38'27"E., 189.64 feet) to a point of tangency; 4) S.54°48'43"E., 87.22 feet to a point of a curve; 5) Southerly 44.23 feet along the arc of a curve to the right having a radius of 30.00 feet and a central angle of

84°28'20" (chord bearing S.12°34'34" E., 40.33 feet); thence S.60°20'24"E., 120.00 feet to a point on a curve on the Southerly boundary of Commerce Lakes Drive as shown on said Plat of Gateway Phase 6; thence along said Southerly boundary for the following three courses: 1) Northeasterly, 657.59 feet along the arc of a curve to the right having a radius of 940.00 feet and a central angle of 40°04'55" (chord bearing N.49°42'04"E., 644.26 feet); 2) N.69°44'32"E., 111.43 feet to a point of curvature; 3) Easterly, 192.50 feet along the arc of a curve to the left having a radius of 4860.00 feet and a central angle of 02°16'10" (chord bearing N.68°36'27"E., 192.49 feet); thence S.35°59'55"E., 327.54 feet; thence S.54°00'05"W., 1416.75 feet to the Point of Beginning.

Containing 54.291 acres, more or less.

Exhibit "B" to Declaration

Common Areas
(Legal Description)

Tract "A", TIMBER RIDGE, according to map or plat thereof recorded in Plat Book 66, Page 98; Public Records of Lee County Florida;

Tracts "A" and "B", TIMBER RIDGE PHASE II, according to the map or plat thereof recorded in Plat Book 76, at Page 12; Public Records of Lee County, Florida; and

Tracts "A", "B", "C", "D", "E", "G" and "H", TIMBER RIDGE COURT AND CIRCLE, according to the map or plat thereof recorded in Plat Book 81, at Page 77; all in the Public Records of Lee County, Florida.

Exhibit "C" to Declaration

**Amended/Restated Articles of Incorporation of
Timber Ridge Neighborhood Association, Inc.**

(Please see attached)

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
TIMBER RIDGE NEIGHBORHOOD ASSOCIATION, INC.
a Florida corporation, not-for-profit**

(Note: The following Amended and Restated Articles are a complete restatement of the Articles of Incorporation of Timber Ridge Neighborhood Association, Inc. as the same are found in Official Records Book 3411, at Page 4868 of the Public Records of Lee County, Florida. Please see that document's Articles I through XI for the present text.)

The undersigned Corporation, by an affirmative vote of its Members, hereby adopts the following Amended and Restated Articles of Incorporation for such corporation pursuant to Fla. Stat. Ch. 617:

**ARTICLE I
(Name)**

The name of the corporation (hereinafter called the "Association") is TIMBER RIDGE NEIGHBORHOOD ASSOCIATION, INC.

**ARTICLE II
(Not-for-Profit Status)**

The Association is a corporation not for profit.

**ARTICLE III
(Duration)**

The period of its duration is perpetual.

**ARTICLE IV
(Purposes and Powers)**

The specific purposes for which the Association is formed are to provide for:

(a) maintenance, preservation, and architectural control of the residence Lots and Common Areas; and enforcement of the Declaration of Covenants for TIMBER RIDGE, a subdivision of land lying in Lee County, Florida; and

(b) to maintain and preserve the Common Areas within a certain subdivided tract of real property described as TIMBER RIDGE, a Subdivision located in Lee County, Florida, and as more particularly described in Official Records Book 3411, at Page 4834 of the Public Records of Lee County, Florida, and generally, to promote the health, safety, and welfare of the residents within the above-described subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the Association for such purpose.

In furtherance of such purposes, the Association shall have power to:

(a) Perform all of the duties and obligations of the Association as set forth in a certain Declaration of Covenants, as amended (the "Declaration") applicable to the Subdivision and to be recorded in the public records of Lee County, Florida, which includes the power to enforce the terms and provisions of the Declaration;

(b) Affix, levy, and collect all charges and assessments pursuant to the terms of the Declaration and the Association's Bylaws, and enforce payment thereof by any lawful means; and pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association including all licenses, taxes, or governmental charges levied or imposed on the property of the Association;

(c) Acquire (by gift, purchase, or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association;

(d) Dedicate, sell, convey or transfer all or any part of the Common Areas to any government or municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the Members, agreeing to such dedication, sale, or transfer;

(e) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property and Common Areas, provided that any merger, consolidation, or annexation shall have the consent by vote or written instrument of two-thirds (2/3rds) of the Members;

(f) Have and exercise any and all powers, rights, and privileges that a corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise under that Act or Chapter 720, Florida Statutes. The Association is organized and shall be operated exclusively for the aforementioned purposes. The activities of the Association shall be financed by assessments on Members as provided in the Declaration and/or Bylaws, and no part of any net earnings shall inure to the benefit of any Member.

(g) Enforce all properly promulgated rules, ordinances, or regulations of any governmental entity relating to the Common Areas and particularly the easements, covenants and restrictions over the Lots for surface water management

(h) Make and enforce reasonable Rules and Regulations regarding the use of land within the Subdivision.

ARTICLE V
(Street Address, Registered Office and Agent)

The street address of the principal office and the registered office of the Association is 27180 Bay Landing Drive, #4, Bonita Springs, Florida 34135; and the name of its registered agent at such address is Vesta Property Services, Inc.

ARTICLE VI
(Members)

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, but excluding persons holding title merely as security for performance of an obligation, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association.

ARTICLE VII
(Classes of Membership)

The Association shall have one class of voting Members.

ARTICLE VIII
(Directors)

The number of directors constituting the board of directors of the Association is three (3). The terms and method for electing directors shall be stated in the Association's Bylaws. The names and addresses of the persons who serve as the directors are:

<u>Name</u>	<u>Address</u>
Bob Roessler	27180 Bay Landing Drive, #4 Bonita Springs, Florida 34135
Michele Kaznowski	27180 Bay Landing Drive, #4 Bonita Springs, Florida 34135
Kellie Cockayne	27180 Bay Landing Drive, #4 Bonita Springs, Florida 34135

ARTICLE IX
(Disposition of Assets)

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization organized and operated for such similar purposes.

The foregoing Amended and Restated Articles of Incorporation were enacted by the Members of the Corporation at a meeting duly noticed and called for the purpose on the ____ day of _____, 2020 by a vote of ____% for approval/enactment. The vote was sufficient for enactment of this Amendment.

Executed this _____ day of _____, 2020.

Bob Roessler, *President*

Exhibit "D"

**AMENDED AND RESTATED
BYLAWS OF
TIMBER RIDGE NEIGHBORHOOD ASSOCIATION, INC.
a Florida corporation, not-for-profit**

Note: The following is an amendment by restatement of the Bylaws of Timber Ridge Neighborhood Association, Inc., as the same are recorded in Official Records Book 3411, at Page 4873; and as subsequently amended; all in the Public Records of Lee, Florida. Please see that document's Articles I through VIII for the present text.

ARTICLE I. NAME AND LOCATION

The name of the corporation is TIMBER RIDGE NEIGHBORHOOD ASSOCIATION, INC. The principal office of the corporation shall be located at 27180 Bay Landing Drive, #4, Bonita Springs, Florida 34135, but meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS

Section 1. "Association" shall mean and refer to TIMBER RIDGE NEIGHBORHOOD ASSOCIATION, INC., its successors and assigns.

Section 2. "Common Area" shall mean all real property within the Subdivision which is owned or leased by the Association, or dedicated for use or maintenance by the Association or its Members, including, regardless of whether title has been conveyed to the Association:

(a) Real property the use of which is dedicated to the Association or its Members by a recorded plat; or

(b) Real property committed by the Declaration to be leased or conveyed to the Association; or dedicated to the use of the Association or its Members, including any conservation easements.

Section 3. "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants for TIMBER RIDGE applicable to the Subdivision and recorded among the Public Records of Lee County, Florida.

Section 4. "Lot" or "Parcel" shall mean and refer to any plot of land shown on the recorded Subdivision plat with the exception of the Common Areas.

Section 5. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 6. The “District” shall mean Gateway Services District, the Community Development District charged with the maintenance and preservation of the Common Areas of GATEWAY, a master development of which the Subdivision is a part.

Section 7. The “Master Declaration” shall mean the Declaration of Protective Covenants and Restrictions for Gateway as the same may be found recorded in Official Records Book 1945, at Page 1904, and as subsequently amended; all in the Public Records of Lee County, Florida.

Section 8. “Homeowner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, unit or parcel which is a part of the Subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation.

Section 9. “Subdivision” shall mean and refer to that certain tract of real property described in the Declaration, and such additions thereto as may be brought within the jurisdiction of the Association pursuant to the provisions of the Declaration.

Any term not defined in this Article, but otherwise defined in Chapters 617 or 720 of the Florida Statutes as amended from time to time, shall have that meaning as statutorily defined. Any term not defined in this Article but otherwise defined in the Governing Documents of this homeowners’ Association, shall have that meaning as defined in those documents.

ARTICLE III. MEETINGS OF MEMBERS

Section 1. Annual Meetings. Annual meetings of Members shall be held at such time and place as the Directors may dictate. If the day for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the next following day that is not a legal holiday.

Section 2. Special Meetings. Special meetings of Members may be called at any time by the Board of Directors, or on written request of ten percent (10%) of the membership. Business conducted at a special meeting is limited to the purposes described in the notice of meeting.

Section 3. Notice of Meetings. Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by electronic transmission or by mailing a copy of such notice, postage prepaid, at least fourteen (14) days but not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member’s address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of receiving notice. Such notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast thirty percent (30%) of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these Bylaws. If a quorum is not present at any meeting, the Members entitled to

vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, dated, state the date of the meeting for which it is given, signed by the authorized person who executed the proxy, and filed with the secretary. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by the owner of a lot. A proxy is effective only for the meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given.

Section 6. Action Without Meeting. The Members of the Association may take any action allowable under the Declaration, Articles of Incorporation or these Bylaws without the necessity of a meeting if such action is evidenced by written consent as provided in Florida Statute §617.0701.

ARTICLE IV. BOARD OF DIRECTORS; TERM OF OFFICE; FIRST ELECTION; REMOVAL

Section 1. Number. The affairs of the Association shall be managed by a Board of three (3) Directors.

Section 2. Term of Office. All Directors shall serve for a term of two years. There shall be no limit on the number of terms an otherwise qualified Director may serve.

Section 3. Qualifications. All Directors shall be Members of the Association. No Director may serve, continue to serve or be elected to the Board of Directors who is more than thirty (30) days delinquent in the payment of any amount due the Association. A Director may resign by providing written notice to the Board. Any Director who has two (2) consecutive unexcused absences from Board meetings, as determined by the Board, or who is delinquent in the payment of any Assessment or other charges due the Association for more than thirty (30) days, may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the remaining Directors.

Section 4. Removal by Recall. In addition to any other remedy the Members or the Association may have, any Director may be removed from the Board, with or without cause, by a majority vote of the total Voting Interest of the Association in the manner set forth in Florida Statute §720.303(10), including removal at a special meeting of the members pursuant to Fla. Stat. 720.303(10)(c). In the event of death, resignation, or removal of a Director, a successor shall be selected by the remaining Member or Members of the Board and shall serve for the unexpired term of the predecessor.

Section 5. Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of duties.

ARTICLE V. BOARD OF DIRECTORS; NOMINATION AND ELECTION

All elections must be by written ballot under the procedure set forth below or as otherwise provided under Fla. Stat. Sec. 720.306(9), as amended. No cumulative voting is allowed. Proxies may not be used in electing the board in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. At least 60 days before a scheduled election, the association shall mail, deliver, or electronically transmit, whether by separate association mailing or included in another association mailing, delivery, or transmission, including regularly published newsletters, to each Lot owner entitled to a vote, a first notice of the date of the election. Any Lot owner or other eligible person desiring to be a candidate for the board must give written notice of his or her intent to be a candidate to the association at least 40 days before a scheduled election. Together with a written notice and agenda, the association shall mail, deliver, or electronically transmit a second notice of the election to all Lot owners entitled to vote, together with a ballot that lists all candidates. Upon request of a candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least 35 days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the association. The association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the association may print or duplicate the information sheets on both sides of the paper. Elections shall be decided by a plurality of those ballots cast. There is no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the board. A Lot owner may not permit any other person to vote his or her ballot, and any ballots improperly cast are invalid, provided any Lot owner who violates this provision may be fined by the association in accordance with Fla. Stat. 720.303. A Lot owner who needs assistance in casting the ballot for the reasons stated in Fla. Stat. 101.051 may obtain such assistance. The regular election must occur on the date of the annual meeting. Notwithstanding this sub-subparagraph, an election is not required unless more candidates file notices of intent to run or are nominated than board vacancies exist.

ARTICLE VI. BOARD OF DIRECTORS' MEETINGS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held with notice, at such place and hour as may be fixed from time to time by resolution of the Board. In the event the date for a meeting falls on a legal holiday, such meeting shall be held at the same time on the next following day that is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two Directors.

Section 3. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board. No Director shall vote by proxy or secret ballot, except that secret ballots may be used in the election of officers.

Section 4. Notice. Except in the case of emergencies, notice of all Board meetings, whether regular or special, shall be posted in a conspicuous place on the Subdivision property designated by the Board, at least forty-eight (48) hours in advance, or mailed, delivered, or electronically delivered to each Member at least seven (7) days before the meeting. If special assessments are to be considered at the meeting, the notice shall so state and describe the nature of the assessment and be mailed (or otherwise delivered by any alternate method approved in the Act) not less than fourteen (14) days prior thereto.

Section 5. Meetings Open to Members; Exceptions. Members have the right to attend all meetings of the board and to speak on any matter placed on the agenda by petition of the voting interests for at least 3 minutes. The association may adopt written reasonable rules expanding the right of members to speak and governing the frequency, duration, and other manner of member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for members wishing to speak. Notwithstanding any other law, meetings between the board or a committee and the association's attorney to discuss proposed or pending litigation or meetings of the board held for the purpose of discussing personnel matters are not required to be open to the members other than Directors.

Section 6. Minutes. Minutes reflecting the actions taken, in written or electronic form, shall be kept and recorded for all meetings of the Directors and made available for review within thirty (30) days following adjournment of the meeting.

Section 7. Action Without Meeting. Unless otherwise provided herein, the Directors may take action without a meeting as provided in Florida Statute §617.0821.

Section 8. Petition for consideration of matters. If 20 percent of the total voting interests petition the board to address an item of business, the board shall at its next regular board meeting or at a special meeting of the board, but not later than 60 days after the receipt of the petition, take the petitioned item up on an agenda. The board shall give all members notice of the meeting at which the petitioned item shall be addressed in accordance with the 14-day notice requirement pursuant to Fla. Stat. 720.303(2)(c)2. Each member shall have the right to speak for at least 3 minutes on each matter placed on the agenda by petition, provided that the member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the board is not obligated to take any other action requested by the petition.

ARTICLE VII. BOARD OF DIRECTORS' POWERS AND DUTIES

Section 1. Powers. In addition to the powers set forth in Fla. Stat 720.303, the Board of Directors shall have power to:

(a) Adopt and publish Rules and Regulations governing the use of the Lots or Parcels, Common Areas and facilities including the personal conduct of the Members and their guests and invitees thereon; and to establish penalties (fines and suspension of voting rights and

Common Area usage) for infractions of such Rules and Regulations, the Declaration or these Bylaws;

(b) Suspend, pursuant to Fla. Stat. 720.305(2), the voting rights and right to use of the recreational facilities of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association in excess of ninety (90) days. Such rights may also be suspended after notice and hearing before the Board, for a period not to exceed thirty (30) days, for infraction of published Rules and Regulations;

(c) Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association under Florida Statutes Chapters 617 and 720, as amended from time to time and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these Bylaws;

(d) Declare the office of a Member of the Board of Directors to be vacant in the event that such Member is absent from two consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, independent contractors, and such other employees as deemed necessary, and to prescribe their duties.

(f) Assess the Owners for their pro rata share of the expenses of the Association.

(g) Enforce, on behalf of the Association and its Members, the terms and provisions of the governing documents of the Association, provisions of the conservation easement and any environmental or water management permits for the development of the Subdivision.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept the official records specified in Florida Statutes §720.303(4);

(b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;

(c) Budget and assess expenses for the Association, as follows:

(1) Prepare an annual budget for the Association reflecting the expected revenues and expenses for the upcoming year and the estimated surplus or deficit of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association or not. A copy of the budget shall be mailed to each owner at least fourteen (14) days prior to the Board's budget meeting called for in subparagraph (2), below, or within ten (10) business days of receipt of a written request, whichever is sooner.

(2) Fix the amount of the annual assessment against each lot, unit or parcel at least thirty (30) days in advance of each annual assessment period. The annual assessment may be paid in installments either monthly or quarterly as determined by the Board. This shall be accomplished at a meeting of the Board called for the purpose of budget approval and assessment.

(3) Special assessments may be made by the Board at any Board meeting specifically noticed for the purpose of considering a special assessment.

(4) Send written notice of each annual assessment to every owner subject thereto at least ten (10) days in advance of annual assessment period, or in the case of a special assessment, thirty (30) days prior to the due date of such special assessment; and

(5) Initiate the process to foreclose the lien against any property for which assessments or installments thereon are not paid within thirty (30) days after the due date, and/or bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates;

(e) Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the Common Area to be maintained, including the maintenance of the conservation easement and Surface Water Management System.

(h) Enforce the terms and provisions of the conservation easement and water management permit.

Section 3. Emergency Powers. In the event of any emergency as defined in Section 5.2(g) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida (2015), as amended from time to time.

(a) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(c) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

(e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these Emergency Powers shall incur no liability for doing so, except in the case of willful misconduct.

(f) These Emergency Powers shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(g) For purposes of this Section only, an “emergency” exists only during a period of time that the Community, or the immediate geographic area in which the Community is located, is subjected to:

(i) a State of emergency declared by local civil or law enforcement authorities;

(ii) a hurricane warning;

(iii) a partial or complete evacuation order;

(iv) federal or state disaster area status; or

(v) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Community, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

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

Section 4. Decisions by the Board of Directors. The Board of Directors, in exercising its powers under this Article VII, will take into consideration comments, questions and recommendations provided by homeowners.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a president, vice president, secretary, and treasurer, who shall at all times be Members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of Members every other year.

Section 3. Term. The officers of the Association shall be elected bi-annually by the Board. Each shall hold office for a term of two (2) years unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board, from time to time, may determine.

Section 5. Resignation and removal. Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer replaced.

Section 7. Multiple offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other instruments, and shall co-sign all checks and promissory notes.

(b) Vice president. The Vice President shall act in the place of the President in the event of the President's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board and of Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the Board or by law.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report on which shall be given at the regular annual meeting of Members.

ARTICLE IX. COMMITTEES

The Association shall appoint an Architectural Review Committee, as provided in the Article IV of the Declaration and a Fining Committee as provided in Article XI of these Bylaws. In addition, the Board of Directors may appoint such other committees either standing or *ad hoc* as it may deem appropriate in the performance of its duties.

ARTICLE X. ASSESSMENTS

As more fully provided in the Declaration and elsewhere in these Bylaws, each Member is obligated to pay to the Association annual and special assessments representing his or her pro rata share of the expenses of the Association, which are secured by a continuing lien on the property against which such assessments are made. The lien shall secure the assessment or installments thereon unpaid, plus all others coming due during the pendency of such lien including installments accelerated as below, plus all interest, administrative late fees, charges, and costs of collection incurred, including attorneys' fees.

Section 1. Delinquencies. Any assessments or installments thereon not paid when due are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date due at the rate of eighteen percent (18%) per annum until paid. The Association may, after first giving forty-five (45) days' written notice of its intent to do so, accelerate all remaining installments in that budget year and record a Claim of Lien in the Public Records of Lee County, Florida for all amounts due the Association. The Claim of Lien shall secure all amounts then due or assessed and coming due thereafter and chargeable to the Lot or Parcel.

Section 2. Application of Payments. Any payment received by the Association shall first be applied to any interest outstanding, then to any late fee, cost or charge (including attorneys' fees) then due for the collection of the assessment or assessments, and lastly to the oldest assessment or its installment then due, any restrictive endorsement to the contrary notwithstanding.

Section 3. Remedies. Forty-five (45) days after mailing (by certified mail) notice of its intentions to do so, the Association may bring an action to foreclose the lien against the property. Said notice shall be effective upon mailing. At any time, the Association may bring an action at law for damages against the owner personally obligated to pay the same without waiving any claim of lien and may, pursuant to Fla. Stat. 720.3085(8), pursue its remedies against any tenant residing on the Parcel or Lot. Interest, late fees, costs, and reasonable attorneys' fees of any such action (including appeals) shall be added to the amount of any assessment due.

Section 4. No Waiver. No owner may waive or otherwise escape liability for assessments by non-use of the Common Area or abandonment of the lot or parcel.

ARTICLE XI. FINES AND SUSPENSION OF RIGHTS

The Board shall suspend Owners' rights to use Common Areas and facilities and/or levy fines against the Owners for violations of the Rules and Regulations, Declaration or these Bylaws only as follows: (Note this Article shall not apply to the suspension of Owners' rights under Article VII, Section (1)(b).)

Section 1. Fining Committee. The Board of Directors shall appoint a Fining Committee to be comprised of three (3) to five (5) Owners who are not officers, Directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, Director or employee. The committee may be appointed only as needed or may be a standing committee. In any event, the committee and its members shall serve at the pleasure of the Board of Directors.

Section 2. Complaint. Upon written complaint by an owner, Board of Directors Member, or agent of the Association, the Board of Directors shall determine whether a fine should be levied against an owner for the failure of the owner of the lot, unit or parcel or its tenants/occupants, licensees, or invitees, to comply with any provision of the Declaration, the Association Bylaws, or the Rules and Regulations of the Association.

Section 3. Amount of Fine. No fine shall exceed the higher of One Hundred Dollars (\$100.00) per violation or such amount as may be set forth in Florida Statute §720.305, as amended. However, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing provided that no such fine in the aggregate shall exceed the higher of Two Thousand Five Hundred Dollars (\$2,500.00) or such amount set forth in said statute, as amended.

Section 4. Notice of Violation. If the Board of Directors determines that a fine should be levied, then it shall notify the owner of the Board's finding by notice of violation citing the specific provisions violated. Further, the notice of violation shall inform the owner that if the owner does not request a hearing in writing within fourteen (14) days of the mailing of the notice of violation, then the fine shall be made final at the next regular or special Board of Directors meeting. The notice of violation shall include a deadline for the owner's request and a mailing address for the Association. If the owner does not respond to the notice of violation, the Board of Directors may assess the fine at its next regular or special meeting and such assessment shall be considered final.

Section 5. Hearing. If the owner requests a hearing on the fine in writing, the Board of Directors shall refer the matter to the Fining Committee for hearing. Upon referral of the matter, the Fining Committee shall notify the owner by notice of hearing of the time and date for the hearing which shall not be earlier than fourteen (14) days after the mailing of the notice of hearing. At the hearing, both owner and Association may be represented by counsel and call witnesses.

Section 6. Committee Report and Levy. Within five (5) days of the conclusion of the hearing, the Fining Committee shall report its findings and conclusions to the Board of Directors and the owner. If the Fining Committee, by majority vote, does not approve a fine, the fine may not be levied. If the Fining Committee agrees with the fine or finds that an alternate fine amount should be levied, the Board of Directors may so consider and levy the fine at its next regular or special meeting and shall notice the owner by Notice of Fine.

Section 7. Notices to be Certified. All notices described in this Article shall be sent by certified mail, return receipt requested, and shall be effective upon mailing.

ARTICLE XII. BOOKS AND RECORDS; INSPECTION

The books, official records, and papers of the Association required to be kept under the Act shall be subject to inspection by any Member during ordinary business hours within ten (10) business days of the Association's receipt of a Member's written request to do so. Reasonable rules concerning the inspection and copying of records may be made by the directors. Copies of the official records shall be made available for sale at a reasonable price not to exceed the higher of: \$.50 per page or the actual cost, including without limitation, the cost of copying. Copies of the Governing Documents of the Subdivision shall be made available at actual cost.

ARTICLE XIII. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "TIMBER RIDGE NEIGHBORHOOD ASSOCIATION, INC."

ARTICLE XIV. FISCAL YEAR AND REPORTS

The fiscal year of the Association shall be the calendar year and shall end on December 31. The association shall, in all events, produce the financial reports required under the Act.

ARTICLE XV. AMENDMENTS

These Bylaws may be amended by written consent, or at a regular or special meeting of Members, by the affirmative vote, in person or by proxy, of a majority of the voting interests of the Association.

ARTICLE XVI. CONFLICTS

In the case of any direct conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any direct conflict between the Declaration and these Bylaws, the Declaration shall control.

The foregoing Bylaws were approved by _____% of the Members at a meeting duly noticed and called for the purpose on * _____, 2020.

TIMBER RIDGE NEIGHBORHOOD ASSOCIATION, INC.

*Rules and Regulations as of *, 2020*

The following rules and regulations have been reviewed and approved by the Board of Directors for Timber Ridge Neighborhood Association, Inc. as of *, 2020 and will become effective *, 2020. Refer to the Association's Governing Documents for additional items not stated herein and the definitions of capitalized terms. These rules must be followed and adhered to by all residents as well as their guests, relatives and tenants. It is each Homeowner's responsibility to ensure these rules are provided/explained to any guest using their home or Lot and each Homeowner shall be held responsible for the actions of his/her family members, guest, invitees and tenants.

1. **Enactment and Duration.** These rules and regulations may be modified, added to or repealed at any time by the Association. Any consent or approval given under these rules and regulations by the Association shall be revocable at any time by the Board.

2. **Home Exteriors.** The exterior of the homes and all other areas appurtenant to a home shall not be painted, decorated or modified by any Homeowner in any manner without the prior written consent of the Association by its Board of Directors or Architectural Review Committee (the "ARC"). However, if a home is to be repainted in the same or original color scheme, no approval from the ARC is required and in that case, a 14-day written notice to the Architectural Review Committee of the Work to be performed shall be given in lieu of a request for approval.

3. **Personal Property in Common Areas.** No personal articles, including, but not limited to, yard art, bird baths, bird feeders, gazing balls, concrete statues, flower pots, etc., shall be allowed to stand on any portion of the Common Areas.

4. Each Homeowner shall keep such Home and Lot in a good state of preservation and cleanliness and shall not sweep or throw or permit debris or other objects to be swept or thrown from the doors or windows.

5. **Storm Shutters.** Storm shutters may only be installed on any structure or Lot between June 1 and December 1 of any given calendar year, unless a hurricane were to strike before or after this time frame.

6. **Garbage and Containers.** Each Homeowner shall regularly pick up all garbage, trash, refuse or rubbish outside his/her Home, and no Homeowner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of the property. All garbage, trash, refuse or rubbish must be placed in appropriate trash containers. No Plastic Trash Bags (these get torn open by animals and can pose a health hazard) shall be placed outside of a proper container. No trash container shall be put out earlier than 6:00 P.M. on the day before the regular scheduled trash pick-up day. Trash containers must be brought back from the curb/driveway and placed inside of the garage or other location so as to not be visible from the street or a neighbor's side yard no later than 8:00 P.M. on the day of trash pick-up. The Board

may determine acceptable storage locations outside of a home. Anyone leaving before the regular trash pick-up day should either have a neighbor or a "home watch service" take the trash out and return the trash container. If trash containers are put out prior to, or left out after the specified times, they may be removed by the Association at a cost of \$50.00 to the Homeowner. No noxious or offensive odors shall be permitted and Homeowners are asked to periodically clean their trash containers.

7. **Vehicles and Parking.** No Motor homes, trailers, recreational vehicles, boats, trucks and vans used for any purpose other than a passenger vehicle determined acceptable by the Board shall be permitted to be parked, placed or stored in driveways or on any unenclosed portion of Timber Ridge property. Commercial or commercially-labelled vehicles are prohibited to be parked outside and must be garaged and stored out of sight. No maintenance or repair shall be done upon or to any such vehicles, except where totally isolated from public view. No vehicle or other possessions belonging to a Homeowner or to a member of the family or guest, invitee or lessee of a Homeowner shall be positioned in such a manner as to impede or prevent ready access to another Homeowner's driveway or garage. The Homeowners, their family members, guests, invitees and lessees will obey the parking regulations posted by the Association in the private streets, parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of the Homeowners. Parking on sodded or landscaped areas within Timber Ridge is prohibited. Overnight parking on the street is not permitted between the hours of 12:00 a.m. to 6:00 a.m. and extended or prolonged cases of violations may result in the offending vehicle being towed away from Timber Ridge; all costs and towing charges to be borne by the Homeowner responsible and assessed as a Specific Assessment. If circumstances require that a vehicle must be parked on the street between 12:00 a.m. and 6:00 a.m., the Homeowner or renter must e-mail or call a Board Member of the Association's community association manager requesting permission to park their vehicle on the street between 12:00 a.m. and 6:00 a.m., and provide explanation for such requirement. If the request is denied, the vehicle may not be parked on the street between 6:00 a.m. and 12:00 a.m. All vehicles parked in the street must park in the direction of travel. Vehicles parked against the direction of travel are in violation of these parking rules. If a resident (whether Owner or Tenant) receives two parking violations (as set forth in this Section 7) within a 180-day period and subsequently commits a third parking violation within the same 180 days, such third violation may result in the offending vehicle being towed from the Property with all costs and towing charges to be borne by the vehicle's owner.

8. **Vehicle Speed Limits/Use of Unlicensed Vehicles.** The speed limit within the community is 20 miles per hour. No unlicensed individual may operate a registered motorized vehicle on the roads or Common Areas within the Community.

9. **Damage to Common Areas.** Any damage to the Common Areas, the Association's property or equipment of the Association caused by a Homeowner, family member, guest, invitee or lessee shall be repaired or replaced at the expense of such Homeowner and such charge shall be levied as an assessment as per Declaration Article VIII, Section 5. Each Homeowner shall be held responsible for the action of his/her family members, guest, invitees and lessees. All guests must obey all rules and regulations of the Association. It is the

Homeowner's responsibility to ensure these rules are provided/explained to any guest using their home.

10. **Pets.** Any pet must be carried or kept on a leash when outside of a home or fenced-in area. No pet shall be kept unattended on a leash when outside of a home or in any screened porch or patio. A Homeowner shall immediately pick up and remove any solid animal waste deposited by his/her pet. The Homeowner shall indemnify the Association and save it harmless against any charge, loss or liability of any kind or character whatsoever the Association incurs arising from or growing out of having any animal in Timber Ridge.

11. **Vinyl Fences.** Homeowners shall not: (a) paint a vinyl fence; (b) place a barbecue next to a vinyl fence; nor (c) screw attachments to a vinyl fence.

12. **Installation of Exterior Door and Windows Features.** A Homeowner shall not install any screen doors, roll-ups, storm shutters, awnings, hardware or the like without the prior written approval of the Board and/or the ARC as to design and color and, in any event, approval shall not be granted unless such items substantially conform to the architectural design of the building and the design of any of such items which have been previously installed at the time Board approval is requested, and the approval of the Board in accordance with the Article V of the Declaration. Approval by the Board or ARC, however, does not and shall not be construed to constitute approval or conformance with the county or city building codes. It shall be the responsibility of each Homeowner to check with all applicable governmental and quasi-governmental agencies and to obtain the appropriate permits prior to installation of any of the foregoing items.

13. **Garages.** Garages may be used only for the parking of motor vehicles and for minimal storage (i.e. chairs, tools, etc.). No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or full storage area. All garage doors shall remain closed when not in use by a vehicle entering or exiting the garage, except when the Homeowner or family member will be in and/or around the garage area. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature.

14. **Other Use Restrictions.** All Homeowners should refer to the occupancy and use restrictions contained in Article III of the Declaration, which are binding upon all Homeowners.

15. **Toys and Recreation Equipment.** Toys, sports or other recreation equipment shall be collected and placed inside the home or out of view from the street or abutting properties by dusk. Portable basketball hoops are to be placed near the garage or on the side of the home.

16. **Fishing in Lakes.** Fishing is permitted only from common property land and as may be otherwise provided in Declaration Article III, Section 7. Boats are not permitted on the lakes.

17. **Leasing.** No home may be leased except in compliance with the procedures set forth in Declaration Article IX, Section 2. A copy of these Rules and Regulations shall be given to the tenant upon making application for approval.

18. **Signage.** “For Sale”, “For Rent” or “Open House” signs. Only signs which have been approved by the ARC shall be placed on any property in Timber Ridge. Signage requirements are set forth in the Gateway Design Review Manual Exhibit “C” on Page 28.

19. **Appearance of Lots.** No weeds, underbrush, unsightly growth, or refuse shall be permitted to grow or remain upon any Lot. All lawns, landscaping and sprinkler systems shall be kept in good, safe, clean, neat and attractive condition. In the event a Homeowner shall fail to maintain the Lot/Home exterior, and does not make necessary changes or repairs within the time allowed in Declaration Article VII, Sections 1 and 3. Any cost or charge incurred by the Association in enforcement of this provision shall be levied as a Special Assessment under Article VIII, Section 5 of the Declaration.

20. **Satellite Dishes.** Satellite dishes of less than one meter in diameter may be placed on Lots in any manner that minimizes visibility from the neighboring Lots. Dishes must be placed so as to not be visible from the street and shall be installed so as to prevent their coming loose in a wind event.

21. **Energy Device Rules and Regulations.** Energy devices based upon renewable resources may be installed on the Lots however, their location and placement is subject to ARC review and approval as set forth in Article IV of the Declaration. Specifically, the ARC may determine the specific location where solar collectors may be installed on the roof of a home within an orientation to the south or within 45° east or west of due south if such determination does not impair the effective operation of the solar collectors.

22. **Gate Access.** Unauthorized use of gate access remotes to allow unknown persons into the community is a fineable offense. The Board may levy fines of \$50.00 per occurrence for the first and second offense and permanent suspension of the use of remotes on the third offense. In the event a Homeowner or approved Tenant needs to allow a guest into the Community, the Homeowner/Tenant must first pull into the far right lane, allowing the guest to pass near the keypad callbox parallel to where the Homeowner/Tenant is parked and then open the gate for the guest by remote. After letting the guest in, the Homeowner/Tenant may then let him/herself in by using the remote. This procedure will help to alleviate misidentification of residents allowing unauthorized access. “Tailgating” (following the car ahead closely) is not allowed either by residents or guests. Any Homeowner or other resident caught tailgating or allowing a guest to tailgate may be fined \$50 per occurrence. The posting or any type of publication or communication (electronic or otherwise) of a Homeowner’s 4 digit access PIN (Personal Identification Number) is strictly prohibited and will cause that Homeowner’s access PIN to be removed from the system and changed without notice. Any damage to the gate system determined to be caused by a resident or guest will be charged to the Homeowner responsible.

Please do your best to follow these rules and regulations for the benefit of all in the Timber Ridge community.