

Prepared by and returned to:

Becker & Poliakoff, P.A.
Kevin L. Edwards, Esquire
1819 Main Street, Suite 905
Sarasota, FL 34236

CERTIFICATE OF AMENDMENT
2022 AMENDED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
AND THE 2022 AMENDED BYLAWS
OF THE
THE GREENS AT EL CONQUISTADOR HOMEOWNERS' ASSOCIATION, INC.

I HEREBY CERTIFY that the attached 2022 Amended Governing Documents were properly adopted by the Association membership during the Association's Annual Meeting on December 6, 2022. Said Amended Governing Documents were approved by a proper percentage of voting interests of the Association. The original Declaration of Covenants, Conditions and Restrictions for The Greens at El Conquistador is recorded at O.R. Book 1511, at Page 2069 *et seq.*, of the Public Records of Manatee County, Florida. The property encompassed by the Declaration of Covenants, Conditions and Restrictions is further described at Plat Book 31, Page 54, of the Public Records of Manatee County, Florida.

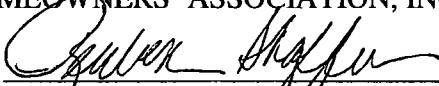
This Certificate of Amendment is indexed under the legal name of the Association executing this Certificate, references the recording information of the Declaration of Covenants, Conditions and Restrictions, and is intended to preserve and protect the Declaration of Covenants, Conditions and Restrictions from extinguishment by operation of Chapter 712, Florida Statutes, as amended from time to time in accordance with the terms, provisions and conditions thereof, including but not limited to:

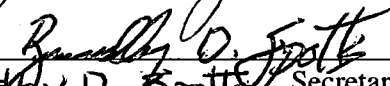
- i. Amendment to the Declaration of Covenants, Conditions and Restrictions recorded on November 15, 2005, at O.R. Book 2077, Page 478 *et seq.*, of the Public Records of Manatee County, Florida; and
- ii. Supplement to Declaration of Covenants, Conditions and Restrictions recorded on November 15, 2005, at O.R. Book 2077, Page 482 *et seq.*, of the Public Records of Manatee County, Florida; and
- iii. Amendment to the Declaration of Covenants, Conditions and Restrictions recorded on February 18, 2014, at O.R. Book 2509, Page 2731 *et seq.*, of the Public Records of Manatee County, Florida; and
- iv. Amendment to the Declaration of Covenants, Conditions and Restrictions and Bylaws recorded on April 13, 2017, at O.R. Book 2669, Page 917 *et seq.*, of the Public Records of Manatee County, Florida.

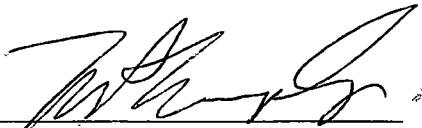
The 2022 Amended Declaration of Covenants, Conditions and Restrictions is attached hereto. All previous site plans of record are incorporated by reference, with photocopies recorded for reference as Exhibit "A." The 2022 Amended Bylaws of The Greens at El Conquistador Association, Inc. are also attached hereto.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK AND THE SIGNATURE
PAGE FOLLOWS)

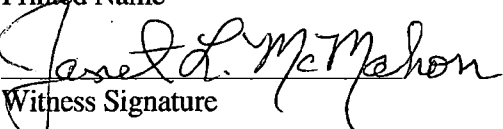
THE GREENS AT EL CONQUISTADOR
HOMEOWNERS' ASSOCIATION, INC.

By: 
Reuben Shaffer, Vice President

Attest: 
Bradley D. Spotts, Secretary


Witness Signature

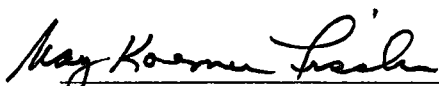
Michael P. Murphy
Printed Name


Witness Signature

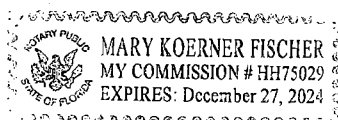
Janet L. McMahon
Printed Name

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22 day of December 2022 by Reuben Shaffer as Vice President and Bradley D. Spotts as Secretary of The Greens at El Conquistador Homeowners Association, Inc., a Florida Corporation, on behalf of the corporation. They are ☒ personally known to me or ☐ have produced _____ (type of identification) as identification.


Notary Public

Printed Name: MARY KOERNER FISCHER



My commission expires: _____

2022 AMENDED

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE GREENS AT EL CONQUISTADOR**

This Declaration is made as of the ____ day of _____, 2022, by **The Greens at El Conquistador Homeowners Association, Inc.**, a Florida not-for-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Association is the corporate entity in charge of the operation and control of a residential community known as The Greens at El Conquistador (Subdivision) per the Declaration of Covenants, Conditions and Restrictions for The Greens at El Conquistador as originally recorded in Official Records Book 1511, Page 2069, et seq., Public Records of Manatee County, Florida, and as further amended herein (hereafter the "Declaration") and

WHEREAS, the Initial Property is platted as "The Greens at El Conquistador", a planned residential community subject to the terms of this Declaration as hereinafter provided.

NOW, THEREFORE, Association declares that the Initial Property (hereafter "Subdivision") and such additions thereto as may hereafter be made pursuant to Article 2, is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, limitations, terms, obligations, charges, and liens hereinafter set forth.

**ARTICLE 1
DEFINITIONS**

The following words and terms when used in this Declaration or any amendment or supplement thereto shall, unless the context clearly otherwise indicates, have the following meanings:

1.1 "Architectural Review" means the requirements of this Declaration that certain improvements or alterations to Lots or existing improvements be reviewed and approved, and where the context indicates, the review and approval procedures of Article 9.

1.2 "ARC" means the Architectural Review Committee described in Article 9.

1.3 "Articles" means the Articles of Incorporation of the Association.

1.4 "Assessment" means a charge levied by the Association in accordance herewith against a Lot and the Owner of such Lot. The following meanings shall be given to the following types of Assessments.

(a) **"Regular Assessment"** means the recurring periodic Assessment for each Owner's share of the Common Expense.

(b) **"Special Assessment"** means any Assessment made under the authority of this Declaration other than a Regular Assessment. Special Assessments may include, but shall not necessarily be limited to, amounts reasonably necessary to supplement Regular Assessments, the cost of bringing a particular Owner or Lot into compliance with this Declaration, the Articles, Bylaws or rules made pursuant thereto, costs of acquiring, maintaining, operating, repairing or replacing Common Property, ~~or~~ the cost of any service, material or combination thereof obtained by the Association for the use and benefit of such Owner or his Lot as provided herein, and any unpaid fine of \$1,000.00 or more.

1.5 "Association" means The Greens at El Conquistador Homeowners Association, Inc., a Florida not-for-profit corporation and its successors and assigns.

1.6 "Board" means the Board of Directors of the Association.

1.7 "Bylaws" means the Bylaws of the Association.

1.8 "Code" means the Manatee County Land Development Code, as it may have been amended effective as of the date this Declaration is recorded.

1.9 "Common Expenses" means the actual estimated cost of the following:

(a) The maintenance, management, operation, repair and replacement of any Common Property, and all other areas of the Subdivision maintained by the Association, including those parts of the Lots that the Association is to maintain under this Declaration.

(b) Valid contractual obligations of the Association in excess of revenues, whether attributable to unpaid Assessments or otherwise.

(c) Maintenance by the Association of areas within public rights-of-way or drainage easements or ditches adjoining or running through the Subdivision as may be provided in this Declaration or as determined by the Board.

(d) Expenses of administration and management of the Association.

(e) The cost of any insurance obtained by the Association.

(f) Reasonable reserves as determined in accordance herewith.

(g) Taxes and other governmental assessments and charges paid or payable by the Association.

(h) Utility charges and deposits therefor incurred in the carrying out of Association obligations hereunder, which may include electrical service charges to maintain and operate streetlights within the Subdivision if such lighting is installed by the Association.

(i) The cost of any other item or items designated herein as a Common Expense or reasonably or necessarily incurred by the Association or in furtherance of the purpose of the Association or a discharge of any obligations expressly or impliedly imposed on the Association by this Declaration or by law.

1.10 "Common Property" means all real property or interests therein, including easements, licenses, and servitudes, owned by, or granted or leased to the Association, or the use of which has been granted to the Association, together with all improvements thereto. Common Property also includes any personal property acquired by the Association if designated Common Property, and other Common Property as described in Article 4.

1.11 "County" means Manatee County, Florida, a political subdivision of the State of Florida. Where County action is contemplated hereby, that action may be taken by the agent, official or other designee of the County as provided by the Code.

1.12 "Declaration" means this document, together with all amendments and supplements hereto.

1.13 "Lot" means a discrete lot or building parcel, whether improved or not, reflected on a recorded subdivision plat of the Subdivision, but excluding any platted land that is Common Property. Where one or more platted lots are reconfigured pursuant hereto, the term "Lot" means the reconfigured parcel.

1.14 "Member" means every person or entity qualified for membership in the Association.

1.15 "Owner" means the single or multiple owners of record of the fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.

1.16 "Public Records" means the Public Records of Manatee County, Florida.

1.17 "Subdivision" means the Initial Property and any additions thereto pursuant to Article 2.

ARTICLE 2 PROPERTY

2.1 The Subdivision is subject to this Declaration and is otherwise known as The Greens at El Conquistador.

2.2 Additions. Additional lands may become subject to this Declaration as follows:

(a) Upon approval in writing of the Association, pursuant to an affirmative vote of the Owners of two thirds of all of the Lots then subject to the Declaration, the Owner of other property contiguous or nearly contiguous to the Subdivision who desires to add it to the plan of this Declaration and to subject it to the jurisdiction of the Association, may record an Amended or Supplementary Declaration with respect to the additional property, which shall extend the operation and effect of this Declaration to such additional property.

2.3 The Property. Each of the Lots shall be developed and used solely for single-family residential use in accordance with this Declaration. No business, commercial, religious, charitable, or other enterprise of any kind shall be maintained upon or in connection with the use of any Lot. No residence or part thereof on any Lot shall be rented separately from the rental of the entire Lot.

2.4 Entrance and Boulevard Landscaping. Entrance medians and Boulevard medians have been installed within the public rights of way. The Association has the right to (i) plant trees, hedges, grass and landscape, (ii) construct an entryway and signs identifying the Property as "The Greens at El Conquistador" and to provide for irrigation and illumination of same, within all median strips dividing roadways, including any entrance medians and boulevard medians, in any manner the Association, in its sole discretion, with the approval of the Architectural Review Committee, deems necessary and proper in order to identify and beautify such areas.

2.5 Country Club. Adjacent to the Subdivision is the IMG Academy Golf Club (the "Country Club"). The Country Club is not part of the Subdivision and is presently owned by IMG Academy Golf and Country Club, LLC (the "Country Club Owner"), an independent member owned corporation. Neither membership in the Association nor ownership or occupancy of a Lot shall confer on any person any right to use the Country Club, the golf course, or any of the other Country Club facilities, or any ownership interest or legal or equitable property interest of any kind whatsoever in the Country Club, the golf course or any of the other Country Club facilities. Rights to use the Country Club will be granted only to such persons, and only on such terms and conditions, as may be determined from time to time by the Country Club Owner. The Country Club Owner shall have the right, from time to time in its sole and absolute discretion and without notice, to: (a) establish, amend, or waive the terms of conditions for use of the Country Club, including, without limitation, eligibility for and duration of use rights, number of persons entitled to use rights, categories of use, and extent of use rights; (b) reserve use rights; and (c) terminate use rights altogether. Operation, maintenance, and use of the Country Club shall be controlled exclusively by the Country Club Owner in its sole and absolute discretion, and no person shall have any claim against the Country Club Owner or Association the way such discretion is exercised.

2.6 Golf Course. The Country Club presently includes the IMG Academy Golf Club (the "Golf Course"). Lots 24 through 34, inclusive, are located adjacent to the Golf Course. The Country Club Owner may in its discretion and without obligation, modify the location and configuration of bunkers, greens, fairways, tees, and other portions of the Golf Course and expand the Golf Course to include additional holes and facilities. To the extent any Golf Course landscaping, irrigation systems, maintenance vehicle access drives, or golf cart paths connecting holes of the Golf Course are located on any portion of the Subdivision not owned or leased by the Country Club Owner, the Country Club Owner shall have a non-exclusive easement over such portion for the use, maintenance, and replacement of such landscaping, irrigation systems, access drives, and golf cart paths and improvements incidental thereto. The extent of Golf Course landscaping, and the extent of maintenance thereof, shall be as determined by the Country Club Owner. The Country Club Owner shall have no obligation to preserve or enhance the view of any Lot Owner through the installation, maintenance, trimming, or pruning of any Golf Course trees or landscaping. The Country Club Owner may do all things necessary or appropriate, as determined by the Country Club Owner in its sole discretion, to maintain or operate the Golf Course, including: (a) apply pesticides, fertilizers, and other chemicals to the Golf Course; (b) conduct Golf Course maintenance operations, including the operation of maintenance vehicles and equipment, during such hours as the Country Club Owner may determine; (c) permit play on the Golf Course, and the operation of golf carts, during such hours as the Country Club Owner may determine. No person shall have any claim against the Country Club Owner or the Association for any interference with such person's view, peace and quiet, welfare, or access to light and air caused by any such maintenance or other activities undertaken or authorized by the Country Club Owner. No person shall have the right to use the Golf Course for jogging, walking, exercising, picnicking, sunbathing, fishing, or other purposes without the express written consent of the Country Club Owner, which consent may be withheld by the Country Club Owner in its sole and absolute discretion. Each person playing golf upon the Golf Course shall have a non-exclusive license to go upon any portion of the Subdivision adjacent thereto to retrieve errant golf balls if such person does not damage the adjacent property while accomplishing such retrieval. Any golfer causing damage by an errant golf ball or while retrieving it shall be solely responsible for such damage, and the Association and the Country Club Owner shall have no responsibility, therefor. The present or future use of the Golf Course for golf course purposes may be discontinued or suspended at any time hereafter by the Country Club Owner.

ARTICLE 3

MEMBERSHIP IN ASSOCIATION

3.1 Membership. The Owner of each Lot shall be a Member of the Association. There shall be no other Members. Each Owner accepts membership and agrees to be bound by this Declaration, the Articles and Bylaws and the rules and regulations adopted pursuant thereto. Membership is appurtenant to the ownership of a Lot and may not be transferred separately from the transfer of ownership of the Lot. Membership terminates upon the termination of an Owner's interest in a Lot.

3.2 Voting Rights. Members are entitled to one vote for each Lot in which such Members hold a required ownership interest. There shall be only one vote for each Lot, which vote shall be exercised among the Owners as provided in the Bylaws.

ARTICLE 4 COMMON PROPERTY

4.1 Description of Common Property. The Common Property shall consist of the following:

(a) Tracts A, B and C, as described and designated on the recorded plat of the Initial Property, including the conservation, drainage, landscape and pedestrian easements, and the stormwater retention facility identified thereon.

(b) Those certain easements across Lots described and designated on the recorded plat of the Initial Property as Landscape Easements (the "Landscape Easements").

(c) Those certain common open spaces described and designated on the recorded plat of the Initial Property as Common Area and Conservation Easement (the "Open Spaces").

(d) Easements in drainage swale areas and other stormwater management and drainage system facilities, areas and installations, and irrigation and utility easements as designated on the plat of the Initial Property.

(e) One mailbox per Lot attached to a free-standing post, which serves each Lot (the "Mailboxes"). The Mailboxes shall be located at such places throughout the Subdivision as may be designated by the Board.

(f) Any and all sod, landscaping material, signage, lights and electrical connections, irrigation systems, structures, facilities, and other improvements, together with any associated utility lines or installations, located within Landscape Easements, Open Spaces, or other portions of the Common Property.

(g) A community irrigation system, supplying water for irrigation of each Lot within the Subdivision (the "Central Irrigation System").

(h) Such additional Common Property that may be acquired by the Association as hereinafter provided.

4.2 Members Easement of Enjoyment. Every Member shall have a non-exclusive easement for the use and enjoyment of the Common Property. Said easement is appurtenant to and passes with the Member's Lot. Each Member's easement with respect to Mailboxes is restricted to Mailboxes specifically assigned to the Lot owned by such Member. The easement is subject to this Declaration and rules and regulations promulgated by the Board.

4.3 Landscape Easements. The Landscape Easements are hereby established, created, and reserved in favor of the Association. The Landscape Easements are perpetual and shall be for the purposes of the installation, maintenance, repair and replacement of decorative and functional entrance walls, signage, landscaping, attendant lighting, and related facilities.

4.4 Open Spaces. The Open Spaces shall be used for the purposes of the installation, maintenance, repair and replacement of decorative and functional entrance walls, signage, landscaping, attendant lighting and related facilities, and utilities and drainage, as may be consistent with dedication and easement language and approved from time to time by the Board.

4.5 Delegation of Use. Any Owner may delegate his right of use of the Common Property to the members of his family, tenants, or social guests, subject to this Declaration.

4.6 Waiver of Use. No Owner may exempt himself from personal liability for Assessments nor release the Lot owned by him from the liens and charges for such Assessments by waiver of the use and enjoyment of the Common Property or non-use thereof, or the abandonment of his Lot.

4.7 Extent of Member's Easement. The rights and easements of enjoyment created herein are subject to the following:

(a) The right of the Board to establish reasonable rules and regulations governing the use of the Common Property.

(b) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency or authority, for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless approved by Members entitled to cast 2/3 of the votes of the membership after written notice of the proposed action is sent to every Member not less than 60 nor more than 120 days in advance of any action taken.

(c) The right of the Association by its Board, to dedicate or transfer to any public or private utility, drainage or utility easements that are Common Property or are located on Common Property.

(d) The right of the Association to grant additional non-exclusive easements in, on, under, through or over Common Property to owners of property not part of the Subdivision for the purposes of access, ingress, egress, utilities, or drainage.

(e) The right of the Association through the Board, to grant such drainage, utility and access easements over the Common Property or any part thereof, to governments having jurisdiction, or providers of utilities, provided such easement, in the judgment of the Board, will not unreasonably interfere with the use of the Common Property for its intended purpose.

(f) The terms of this Declaration, the Code and the terms of all governmental approvals affecting the development of the Subdivision, and the rights of the County.

ARTICLE 5 ASSESSMENTS

5.1 Personal Obligation and Lien for Assessments. Each Owner of a Lot covenants and agrees to pay to the Association all assessments levied with respect to such Lot so owned by an Owner in accordance herewith. The covenant and agreement of an Owner shall begin upon acquisition of such ownership interest in a Lot by any means whatsoever, whether it shall be so expressed in any deed or other instrument. Each Assessment, together with Delinquency Charges as provided in Section 5.12 hereof, shall be the personal obligation of the Owner of such Lot at the time when the assessment is due and shall remain the personal obligation of such Owner notwithstanding that such Owner may no longer own the Lot. All assessments, together with such Delinquency Charges, shall also be a charge on the land and a continuing lien upon the Lot, in accordance with Section 720.3085, Florida Statutes (2022) as the same may be amended or renumbered from time to time, with respect to which such assessment is levied. A Lot Owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Lot Owner. The Lot Owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the Lot upon which the assessments are made. Further, Lot Owners are jointly and severally liable with the previous Lot Owner for all unpaid assessments that came due up to the time of transfer of title. The Association may collect unpaid assessments in the manner described in Section 720.3085, Florida Statutes (2022), as the same may be amended or renumbered from time to time.

5.2 Purposes of Assessments. Assessments levied by the Association shall be used only for the purposes set forth in this Declaration, the Articles and Bylaws. Amounts assessed for Common Expenses shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Subdivision, as may be authorized from time to time by the Board.

5.3 Regular Assessments. The amount and time of payment of Regular Assessments shall be determined by the Board after giving due consideration to the current maintenance, operational and other costs, and the future needs of the Association. Regular Assessments may include amounts established for reserves. Not later than thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the total Common Expenses to be incurred for such fiscal year and the amount of the Regular Assessment to be paid by each Owner to defray such costs. Written notice of the annual Regular Assessment shall be sent to every Owner subject to

such Assessment. Each Owner shall thereafter pay the Regular Assessment to the Association at such times and in such installments as may be established by the Board.

5.4 Special Assessments. The Association may levy such Special Assessments as are determined to be necessary or desirable in carrying out its responsibilities and duties under this Declaration. The amount and purpose of all Special Assessments shall be established by the Board, unless otherwise provided. All Special Assessments shall be due and payable at such times and in such installments as may be determined by the Board. Without limiting the generality of the foregoing, the Board may levy Special Assessments in the following circumstances:

(a) **Supplementary Amounts.** If the Board determines that Regular Assessments for the then current year are or will become inadequate to meet Common Expenses for any reason, it shall determine the estimated amount of such inadequacy and levy a Special Assessment against each Lot and Owner responsible for such Assessment.

(b) **Compliance.** A Special Assessment shall be levied by the Board against a Lot and its Owner to reimburse the Association for costs and attorneys' fees incurred in bringing the Owner of such Lot into compliance with this Declaration regardless of whether a lawsuit is filed.

(c) **Improvement.** The Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, improvement, acquisition or replacement of a described improvement to the Common Property, or additional Common Property. Special Assessments for improvements must be approved by at least sixty (60%) percent of the votes entitled to be cast by Members. Special Assessments for improvements may be used only for such improvements.

(d) **Services.** If the Association provides materials or services which benefit individual Lots, but which can be accepted or not by the Owner, then the amount paid or incurred by the Association on behalf of the Owner accepting or subscribing to such material or service shall be a Special Assessment against such Owner and his or her Lot. The Owner will be deemed to have agreed to such Assessment by subscribing to or requesting and accepting such material or service.

(e) **Fines.** If the Association imposes a fine of \$1,000.00 or more against an Owner for a violation of the Declaration, Articles, Bylaws or Rules and Regulations promulgated pursuant thereto, in accordance with the Bylaws, then the amount of such fine, if not paid, shall be a Special Assessment against such Owner and his Lot. The Association may record in the Public Records a "Notice of Lien" as to any Lot against whose Owner the Association has levied a fine(s) that total one thousand dollars (\$1,000) or more, and which remain unpaid more than sixty (60) days after notice to the Owner of the amount(s) due. The execution and recording of such notice is not required for the continuing lien for such fines to be valid.

5.5 Sharing of Common Expense. Lots shall each bear an equal share of the Common Expenses. All Regular Assessments and Special Assessments (other than those for compliance, services, or fines) shall be levied in the proportion by which the Lots share the Common Expenses, each Lot bearing an equal share. Special Assessments for compliance, services, fines, or similar categories may not be uniform in amount or levied in the same proportions as Regular Assessments because of their nature but shall be processed in a uniform and non-discriminatory manner.

5.6 Certificate of Payment. The Association shall, upon request, furnish to any Owner a certificate in writing signed by an officer or authorized agent of the Association setting forth whether the Assessments on a specified Lot have been paid, and the date and amount, if known, of the next Assessments or installments coming due, together with the amount of any delinquency. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid as to third parties without notice of facts to the contrary.

5.7 Regular Assessment Rate. The Regular Assessment shall be established by the Board. The amount of the Regular Assessment for each Lot will be the same. The Board shall adopt and levy the Regular Assessment based upon the anticipated expense and number of Lots within the Subdivision.

5.8 Reserves. The Board may establish reserve accounts funded from Regular Assessments in reasonable amounts for such purposes and in such categories as are determined by the Board. Reserve amounts may be used by the Board on a temporary basis for cash flow management of the Association, even though such amounts are expended for purposes other than those for which the reserve was established. The amount of such reserve shall be restored from revenues subsequently received, it being the intent that the Board may borrow from reserve accounts but same shall not diminish the obligation to levy and collect Assessments and charge fees and other revenues that will, upon collection, permit the restoration of all reserve accounts. Use of any reserve for other than its designated purpose, other than as above provided, may be authorized only by a vote of Owners of a majority of the lots once a quorum is established.

5.9 No Offsets. All Assessments shall be payable in the amount specified and no offsets shall be permitted for any reason, including without limitation, a claim that the Association is not properly exercising its authorities and carrying out its responsibilities as provided in this Declaration.

5.10 Rights of Mortgagees. Notwithstanding anything to the contrary contained in this Declaration, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot/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:

1. The Lot/parcel's unpaid common expenses and regular 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

2. One percent of the original mortgage debt.

The limitations on first mortgagee liability provided in this Article 5.10 apply only if the first mortgagee filed suit against the Lot/parcel owner and initially joined the Association as a defendant in the mortgagee foreclosure action.

5.11 Budget. The Board shall prepare annual budgets for Common Expenses and make copies thereof available to all Members requesting same. Copies shall be made available not less than thirty (30) days prior to the first day of the fiscal year to which such budget is applicable. Any budget that provides for a Special Assessment for improvements or makes a provision for reserves inconsistent with a prior vote of the Members shall be submitted to the Members for vote as required herein. Failure of the Board to prepare, submit or adopt a budget in a timely manner shall not affect the validity of the budget once adopted, nor any Assessment adopted by the Board.

5.12 Delinquency Charges. All assessments and other amounts due the Association pursuant to this Declaration shall bear interest at the highest rate permitted by law then in effect, or such lower rate as the Board may from time to time determine. If any such assessment is not paid when due, then a late charge shall be levied up to the maximum amount permitted by law. The liens in favor of the Association shall secure the amount of the Assessment, all interest accruing thereon, late charges and all costs incident to the collection thereof including a reasonable attorney's fee, whether enforced by suit or otherwise and, if by suit, whether at trial or any appellate level, and including fees for paralegals. The Association shall be entitled to recover such interest, late charges, costs, and fees from any Owner personally liable for the Assessment as to which they apply. Such late charges, interest, costs, and fees shall be collectively referred to as "Delinquency Charges."

5.13 Remedies of Association Upon Non-Payment. If any Assessment or installment thereof is not paid by the due date specified by the Board, then such Assessment (including the full amount of any such Assessment accelerated by the Board in accordance with the Bylaws) shall be delinquent and shall, together with Delinquency Charges with respect thereto, be a continuing lien on the Lot against which such Assessment was levied, binding the Owner thereof, his heirs, personal representatives, tenants, successors, and assigns. Prior to bringing an action for foreclosure of a lien, the Association shall initiate collection procedures in accordance with Section 720.3085 subsections (3), (4), and (5) of the Florida Statutes (2022), as the same may be amended or renumbered from time to time and record a Claim of Lien among the Public Records. A copy of the recorded Claim of Lien shall be sent to the then Owner by United States mail, either certified or registered, return receipt requested at the Owner's address on the Association's records. Failure of the Association to obtain a receipt shall not

prevent enforcement of a lien. If such Assessments, together with Delinquency Charges with respect thereto, are not paid in full within forty-five (45) days after the date such notice is deposited in the United States mail, or such longer time as is required by law, then thereafter the Association may institute suit to foreclose its lien. The recorded Notice shall secure not only the Assessments and Delinquency Charges reflected therein, but all unpaid Assessments and Delinquency Charges with respect to all such amounts which may accrue after the recordation of the Claim of Lien and prior to the entry of a final judgment of foreclosure. The Association may at any time bring an action at law with respect to any Assessments and Delinquency Charges then due and payable, but which have not been paid. Upon the timely payment or other satisfaction of all amounts specified in the Claim of Lien and all other Assessments and amounts which have become due and payable with respect to such Lot as to which such notice was recorded, together with Delinquency Charges as may be applicable, the Association shall furnish a release of such notice in recordable form but shall not be responsible for the cost of recording.

ARTICLE 6 DUTIES AND POWERS OF ASSOCIATION

6.1 General Duties and Powers. In addition to the duties and powers enumerated herein and under the Articles and Bylaws, and without limiting the generality thereof, the Association shall:

- (a) enforce this Declaration, the Articles, Bylaws and rules and regulations adopted pursuant thereto by appropriate means and carry out the duties and authority of the Association hereunder;
- (b) maintain, regulate, and otherwise manage and operate the Common Property;
- (c) pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners;
- (d) obtain all required utility and other services associated with the carrying out of the Association's responsibilities hereunder;
- (e) contract for and maintain such policy or policies of insurance as may be required hereunder or as the Board deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members;
- (f) have the power of entry upon any Lot reasonably necessary in connection with the carrying out of Association responsibilities hereunder;
- (g) have the power to acquire, accept, maintain, repair, improve and replace Common Property;

(h) have the power to negotiate and contract for such materials and services for the benefit of Owners who subscribe to or elect to accept such materials or services, with payment for same to be separately billed to the Owners or advanced by the Association and repaid to the Association by Special Assessment for services; and

(i) have the power and duty to maintain architectural control with respect to the Subdivision in accordance with Articles 9 and 10 below.

6.2 Implied Powers of the Association. The Association shall have all the power and authority reasonably necessary for it to carry out each of its duties set forth in this Declaration, the Articles or Bylaws, including any right or power reasonably to be inferred from the existence of any other right, power, duty, or obligation given to it or reasonably necessary to effectuate its duties hereunder.

ARTICLE 7 REPAIR AND MAINTENANCE

7.1 By the Association. Except as otherwise expressly provided, the Association shall be responsible for the maintenance, repair, and replacement of the Common Property. In addition, the Association shall maintain the street trees, exterior lawn, landscaping, and irrigation system on each Lot in good appearance and condition, consistent with the standards of maintenance throughout the Subdivision, however, the Association shall have no responsibility for the maintenance of any part of a home on a Lot. The expense of the foregoing will be a Common Expense; provided, however, that if an item of maintenance, repair or replacement is a result of any intentional or negligent act of an Owner, his family, agents, contractors, invitees or licensees, then the cost of such maintenance, repair or replacement, to the extent so caused, shall be the responsibility of the Lot Owner, and even though the cost thereof may be advanced as a Common Expense, same shall be billed to the Owner and his or her Lot for reimbursement as a Special Assessment hereunder.

7.2 By Owner. Except for the maintenance obligations of the Association as provided in Section 7.1 above, each Owner shall be responsible for the maintenance, repair, and replacement of his or her Lot and all improvements thereto. Each Owner shall maintain such Lot and all improvements at the Owner's sole expense in good condition and repair and in an attractive condition in keeping with the standards of maintenance throughout the Subdivision. Maintenance by the Owner shall include, but not necessarily be limited to, all maintenance, painting, repair, replacement and care of the structures, fixtures, equipment, appliances, roofs, gutters, downspouts, exterior building surfaces, screening and caging, shutters, and other decorative and functional attachments to the exterior of the improvements, walks and other exterior improvements. Owner responsibility shall also include maintenance of all trees which are not maintained by the Association in accordance with Article 9, Paragraph 9.10. Owner shall be responsible for replacement of any trees and landscaping (including lawns) damaged by natural causes (such as cold, freezing, disease, and drought). All such maintenance

and repair shall conform to such maintenance standards as may be promulgated from time to time by the Board in accordance herewith.

7.3 Maintenance Standards. The Board may from time to time adopt and promulgate maintenance standards for the Subdivision, so long as such standards are reasonable and not contrary to the provisions of this Declaration.

7.4 Right of Association to Maintain. If an Owner has failed to maintain or repair his or her Lot or the improvements thereon as required by this Declaration, then after notice as herein provided the Association may perform such maintenance and make such repairs that the Owner has failed to perform and make. All costs of maintenance and repairs shall be assessed to the Owner and his or her Lot as a Special Assessment. Until so collected, such costs shall be treated as a Common Expense. The Association may rely upon duly promulgated standards of maintenance in carrying out its responsibilities hereunder. In proceeding under this Section, the Association shall employ the procedures hereinafter set forth:

(a) Upon finding by the Board of a deficiency in maintenance, the Board shall provide notice thereof in writing to the responsible Owner, briefly describing the deficiency and setting forth the action needed to correct the deficiency.

(b) If the Owner does not correct such deficiency within twenty (20) days of receipt of such notice, then thereafter the Board may give notice of the Board's intention that the Association shall perform such maintenance or repairs.

(c) Thereafter the Association may affect such maintenance and repair.

(d) All such maintenance and repair by the Association, other than emergency repairs, shall take place only during daylight hours on weekdays, excluding holidays.

7.5 Transfer of Maintenance to Governmental Authority. The Board may transfer any maintenance responsibility for any part of the Common Property, or for any item or items for which the Association has maintenance responsibility, to any special tax district, taxing unit, other public agency, authority, or entity organized or having jurisdiction of such matters without the necessity of Member approval, provided that such governmental authority or entity accepts such maintenance responsibility. If the transfer of such responsibility is affected, the Board shall retain the authority to supplement such maintenance to the extent such public authority does not maintain such items to an acceptable level as determined by the Board.

ARTICLE 8 INSURANCE AND RECONSTRUCTION

8.1 Insurance by Association. The Association shall obtain and continue in effect such insurance in such amounts and coverages as may be required by law, or as the Board shall from time to time determine to be appropriate, necessary, or desirable. All costs associated with such insurance shall be a Common Expense.

8.2 Owners Insurance. Each Owner shall be responsible for obtaining and maintaining in effect all such casualty, liability, and other insurance with respect to such Owner and such Owner's Lot as the Owner may from time to time determine. The Association shall not obtain any such insurance on behalf of an Owner, nor shall the Association insure the Lots or improvements thereto in any manner.

8.3 Destruction of Improvements.

(a) If any dwelling structure upon a Lot shall be substantially damaged or destroyed, the Owner thereof shall repair, rebuild, or reconstruct the improvements as soon after such casualty as may be practical. All such work shall require Architectural Review as provided herein.

(b) Notwithstanding damage to or destruction of improvements to a Lot, the Owner of such Lot shall remain liable to the Association for all Assessments in connection with such Lot, even though such Lot may not be fit for occupancy or habitation and even though such improvements are not reconstructed.

(c) Within a reasonable time after such casualty, the Lot Owner shall remove all debris and portions of the improvements that cannot be preserved for incorporation into the replacement structure. All dangerous conditions shall be addressed and neutralized immediately. Debris shall be removed from the Lot no later than thirty (30) days after the date of the casualty.

(d) Within thirty (30) days of the date of the casualty, the Owner of the affected Lot shall notify the Board in writing of the intention to rebuild or reconstruct. Failure so to notify shall be deemed evidence of such Owner's intention not to rebuild. Such Owner shall initiate Architectural Review within ninety (90) days of such notification and shall commence rebuilding or reconstruction within sixty (60) days after final approval by the ARC and prosecute same to completion. If for any reason the Owner of the affected Lot does not notify, initiate Architectural Review, commence, diligently pursue, or complete such building or reconstruction within the time limits established herein, then such Owner shall be deemed to have elected not to rebuild, and the Association shall have the rights and duties hereinafter specified. An Owner may at any time notify the Association in writing of an election not to rebuild.

(e) If an Owner elects or is deemed to have elected not to rebuild the improvements so damaged or destroyed, then such Owner shall have the duty, at his expense, to remove all portions of the improvements remaining, including the slab and foundation, but excluding underground utility lines which shall be secured. The Owner shall supply fill and install sod so that the Lot shall give the appearance of a landscaped open space. Such work shall be completed not later than thirty (30) days after the date upon which the Owner elects or is deemed to have elected not to rebuild.

(f) If an Owner fails to comply with any of the requirements of this section, then the Association may perform such acts as are the responsibility of the Owner and the cost of same shall be treated initially as a Common Expense but charged and assessed against the Lot and its Owner as a Special Assessment.

(g) Upon written application of an Owner, the Board, in its discretion, may extend any of the time periods set forth in this section for good cause.

(h) The duties of the Association hereunder shall be performed by the Board.

ARTICLE 9 ARCHITECTURAL REVIEW

9.1 Architectural Review Committee. There is hereby established an Architectural Review Committee (the "ARC"). The ARC shall use its best efforts to promote and insure a high level of design, quality, harmony, and appearance throughout the Subdivision consistent with this Declaration. The ARC shall be composed of at least three (3) individuals appointed by Board, each of whom shall be an Owner. The ARC shall act by simple majority vote. In the event of the death, resignation or other removal of any member of the ARC, the Board shall appoint a successor. No member of the ARC shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of services performed pursuant to this Declaration. Members of the ARC shall serve terms established by the Board and may be removed with or without cause.

9.2 Architectural Standards. The ARC may, from time to time, adopt and modify design and development standards for the Subdivision (the "Standards"). The Standards may include but are not necessarily limited to standards for (a) architectural design of improvements to be constructed upon a Lot; (b) fences, walls, and similar structures; (c) exterior building materials and colors; (d) exterior lighting; (e) lawn and landscaping materials and minimum requirements; (f) setback, height, bulk, and design criteria; (g) design, materials and colors for drives and walks; and other matters assigned to the ARC by this Declaration, or the Board. The Standards shall be deemed to include any mandatory architectural requirements, prohibitions and guidelines contained in this Declaration.

9.3 Approval Required. Architectural Review and the written approval of the ARC shall be required for the construction, restoration, reconstruction or expansion of any improvement upon a Lot; for any reasonably visible exterior alteration or modification to an existing improvement on a Lot; for any maintenance or repair of an improvement to a Lot which will result in the application or use of materials of a different type, color or quality than those in use prior to this maintenance or repair; for any landscaping or material change or addition to the landscaping or lawn of any Lot, other than for plantings within a substantially enclosed courtyard area; and for the construction, installation, restoration, reconstruction, enlargement or alteration of any fence, wall, tennis court, screen enclosure, pool, patio, utility line, solar

energy device, decorative structure, outbuilding or other installation, device, equipment or structure which will alter the appearance of the Lot or existing improvements located thereon when viewed from adjacent Lots, the adjacent street or in any other instance where architectural review is required under this Declaration (collectively, the "Improvements").

9.4 Procedure. To obtain the approval of the ARC for any proposed Improvements, there shall be submitted to the ARC a written application for approval and at least one complete set of plans and specifications for the proposed Improvements (the "Plans"). The Plans shall include, as appropriate to the proposed improvements, (a) a site plan for the Lot showing location and dimensions of all proposed and existing structures, pavement and landscaping to be installed or removed; (b) complete floor plans and exterior elevations of all proposed structures, drawn to scale and reflecting the number of square feet within air conditioned living areas and other areas; (c) specification of all material to be used, including type, color and nature; (d) specification of plant and other materials proposed for landscaping; (e) location, dimension, description and specifications for any other proposed Improvements; and (f) samples of material and proposed colors for external application. The ARC may also require the submission of additional information and materials as may be reasonably required by the ARC to evaluate the proposed Improvements (the "Submission").

The ARC may waive formalities in the approval process and may waive specific requirements if it deems the Plans and Submissions submitted provide the information reasonably necessary for ARC review. The ARC shall review and evaluate all applications and within thirty (30) days after receipt of such application and all Plans and Submissions required by the ARC, either approve or disapprove, or approve in part and disapprove in part, the application. The ARC shall issue its approval or disapproval in writing and specify its reasons for disapproval and annotate its decision by reference to this Declaration and the Standards, if applicable. To the extent practical, the ARC shall indicate as part of any disapproval, the general or type of changes necessary in the Submittal to achieve approval. The ARC may specify conditional approval, setting forth written stipulations for changes required for approval. If the applicant accepts such stipulations, the proposal shall be deemed approved, subject to the stipulations.

No work shall proceed except in strict compliance with this Declaration and the written approval of the ARC, and any Improvements implemented without such approval may be required to be removed by the Board. If there are Improvements made without ARC approval and the ARC does not issue written disapproval thereof for a period of ninety (90) days after completion of such Improvements, then such Improvements shall be deemed to have been approved by the ARC. If within such time the ARC does indicate its disapproval, then the improvements might be required to be removed or altered to comply with such plans as may be thereafter approved by the ARC. Nothing shall ever prevent an Owner from making application to the ARC for approval of Improvements commenced or completed without prior ARC approval, but during the period of such application, the Owner shall not perform any more work until the ARC has acted.

9.5 Routine Matters. In instances in which the ARC has established standards approving certain colors, materials, decorative or other items of routine maintenance, repair or minor improvements, an Owner may comply with such standards without the necessity of submitting an application to or formal approval of the ARC. If in doubt as to whether a change falls within this paragraph, the Owner shall, prior to doing any work, submit a written application to the ARC as provided in this Section 9. If the ARC, in its sole discretion, gives Notice to the Owner within sixty (60) days of the completion of any unapproved changes that such changes were not "routine" and therefore, the Owner needed prior ARC approval, the Owner shall be subject to all provisions of this Article 9 applicable to Improvements, including but not limited to the remedial and other provisions of Article 9.4.

9.6 Scope of Review. The ARC shall review and approve or disapprove all Plans and Submissions solely on the basis of aesthetic standards as to the aesthetic quality of materials and workmanship to be used, suitability and harmony of location, structure and external design in relation to surrounding topography, structures and the overall benefit or detriment which would result to the immediate vicinity and to the Subdivision as a whole, and any other factors deemed relevant to the review by the ARC in its opinion, reasonably exercised. The ARC shall consider the aesthetic aspects of the architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features, and shall not be responsible for reviewing, nor shall its approval of any Plans be deemed approval of any design or plan from the standpoint of structural safety or conformance with building or other codes.

9.7 Miscellaneous Provisions. The ARC may adopt reasonable rules and regulations for the conduct of its authority, and the Board may establish reasonable fees for architectural review. The Association shall maintain records of all Architectural Review proceedings and shall furnish a certificate in recordable form upon the request of any Owner verifying the compliance or non-compliance of such Owner and his Lot with the architectural review provisions of this Declaration.

9.8 Mandatory Tree Planting and Maintenance by Owner. The Owner of each Lot shall be responsible for the planting and maintenance of replacement trees on such Lot as required by Manatee County pursuant to final site plan approval for the Greens at El Conquistador, PDR 94-05/94-S-10. Such approval requires that each Lot owner plant one canopy tree for every fifty (50) linear feet, or substantial fraction thereof, of right-of-way, with the additional requirements that (i) trees shall be planted within twenty-five (25) feet of the right-of-way of the local street within the subdivision, but not within a public or private utilities easement, and not closer together than twenty-five (25) feet unless a decorative grouping or alternative method is chosen and approved by Manatee County; (ii) trees must meet the requirements of Section 715.10.5 of the Manatee County Land Development Code, but palm trees may be utilized when grouped at least two (2) together to count as one (1) canopy tree; and (iii) existing native trees should be used to fulfill the requirements of this paragraph whenever they meet the spacing and size requirements hereof, and no certificate of occupancy

will be issued for any home to be constructed on a Lot until the conditions of this paragraph have been satisfied. ARC approval as required by this Article 9 shall be withheld until such time as the Plans and Submissions presented for each Lot comply with the replacement tree planting obligations provided for herein. Upon such initial planting, each Lot owner shall be responsible for maintenance of the replacement trees and such trees may not be removed without appropriate permits and authorizations provided by Manatee County, Florida. If a tree planted in compliance with the requirements of this paragraph dies or is removed, the owner of the Lot is responsible to replace the tree within thirty (30) days thereafter.

9.9 Tree Maintenance by Association. The Association shall maintain, and may replace, any Street Trees that are damaged due to disease or other natural causes. "Street Trees" are defined as the oak trees in front of and/or beside the residences and in common areas, including those oak trees behind the residences on Mirabella Circle which are along the golf course. Street Trees does not include any oak trees in the Manatee County Conservation Easement. The Association shall also maintain any tree thirty (30) feet or lower. Any palm tree or any other tree on the Owner's lot in excess of thirty (30) feet is the sole responsibility of that Owner. Such Owner maintained trees shall be trimmed yearly. The Association is not responsible for the maintenance of any Washingtonia palm trees. No tree may be removed without prior written approval from the Architectural Review Committee.

ARTICLE 10 USE RESTRICTIONS

The following protective restrictions, limitations, conditions, and agreements are hereby imposed upon the Subdivision and shall apply to all Owners and their tenants and their respective guests, families, invitees, agents, employees, contractors, licensees, and all other persons occupying such Lots or in actual or constructive possession or control thereof.

10.1 Residential Use. No Lot shall be used for other than single-family, residential purposes and in accordance with the Code and other applicable zoning and governmental land use regulations and this Declaration.

10.2 Height Limitation. No dwelling house shall be more than one story in height, nor more than 35 feet above the grade of the crown of the street upon which the Lot fronts.

10.3 Garages. All garages shall be private garages attached to and integral with the single-family residence on the Lot and shall have a capacity for at least two (2) and nor more than three (3) passenger vehicles.

10.4 Setbacks. All structures shall be so located upon a Lot to comply with the setback requirements of the Code. The ARC may require a greater, or approve a lesser, setback if it finds that under the specific circumstances such alteration is reasonable and appropriate and will result in a Lot developed and used in an appropriate manner not detrimental to

surrounding properties; provided, however, that the approval by the ARC of a reduced setback shall not affect the obligation of the Owner of a Lot to comply with the Code.

10.5 Recreational Vehicles. Except for temporary parking as defined below, and special parking arrangements that may be approved by the Board, no trailer, camper, motor home, mini-motor home, box van, boat, boat trailer, canoe, kayak, personal watercraft, motorcycle, or any other recreational vehicle shall be permitted to remain on a Lot unless within an enclosed garage. "Temporary parking, for purposes of this Article 10.5, shall mean the parking of such vehicles belonging to or being used by Owners or their guests for loading and unloading purposes only, but in no event overnight. The Board may approve special parking/storage arrangements for such vehicles, imposing such locational, time and other conditions as it may determine.

10.6 Other Vehicles and Parking Restrictions.

(a) **Commercial Vehicles:** A "Commercial Vehicle" shall mean any vehicle used in a trade or business and having visible advertising or promotional symbols or information, exposed materials, or equipment. No Commercial Vehicle of any type, including but not limited to trucks, pick-up trucks, vans, tractors, or service vehicles shall be permitted to remain within the Subdivision unless parked within an enclosed garage, except for temporary parking. "Temporary parking," for purposes of this Article 10.6, shall mean the parking of such vehicles while being used in the furnishing of services or materials to the occupants of a residence or being used by occupants for loading and unloading purposes only, but in no event overnight.

(b) **Personal Vehicles:** A "Personal Vehicle" shall mean a standard 4-wheel automobile including sedans, hatchbacks, wagons, minivans, SUVs, and pickup trucks. Parking of Personal Vehicles inside garages is highly encouraged, but Personal Vehicles may be parked in a driveway at any time, not to exceed two (2) permitted vehicles overnight.

(c) Any vehicles not prohibited by Articles 10.5 or 10.6 may be parked in a driveway at any time but shall not exceed two (2) permitted vehicles.

(d) Overnight street parking is generally prohibited. When driven by an Owner's guest or family member visiting a residence, occasional overnight street parking of a Personal Vehicle shall be permitted, but in no event may overnight street parking occur on a repeated or continual basis.

(e) In the event residents of a Lot regular used three (3) or more Personal Vehicles prior to the adoption of this amended Declaration, the permitted vehicles not parked within an enclosed garage may continue to be parked in the driveway for so long as those Personal Vehicles are used by the resident.

(f) The Board shall have the authority to prohibit any vehicle that in its judgment is deemed to be a safety hazard or is unsightly. The opinion of the Board shall be

binding upon the parties unless deemed wholly unreasonable. A written opinion rendered by the Board's legal counsel that a position adopted by the Board is not unreasonable shall conclusively establish the validity of such a position.

(g) All motor vehicles must be operable and must have a current license tag. No repairs or maintenance of vehicles is permitted unless accomplished in an enclosed garage, except for minor emergency repairs, such as changing a flat tire or replacing or charging a defective battery.

(h) No motor vehicle, trailer, boat, or any other property of any nature whatsoever that is regulated by these parking provisions may be parked or stored on a lawn or unpaved area.

10.7 Animals and Pets. Only common domesticated household pets may be kept on any Lot or improvements thereto, and in no event may such pets be kept for breeding or any commercial purposes. No other animals, livestock, reptiles, or poultry of any kind shall be kept, raised, bred, or maintained on any portion of the Subdivision. Approved household pets may not be kept in unreasonable numbers. Permitted pets shall be kept only subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board, and unless otherwise provided by the Board, shall be kept on a leash except when within a fenced or other enclosed area. Any such pets, whether from number, disposition or otherwise, that cause, create or contribute to a nuisance or unreasonable disturbance or annoyance, may be required to be permanently removed within ten (10) days of receipt of written notice from the Board to the Owner or other person responsible for such pet. Pet owners are responsible for cleaning up any mess created by their pets within the Subdivision. Excrement which is not picked up shall be deemed a nuisance hereunder. All pet owners are responsible for the actions of their pets, and each pet owner agrees to indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal on or within the Subdivision. The Board may adopt rules and regulations which are more restrictive than the provisions of this Declaration.

10.8 Antennae and Masts. No television, radio or other electronic or communications antenna, mast, dish, disk, or other similar device for sending or receiving television, radio or other communication signals shall be permitted upon any Lot or improvement thereto, except in conformance with uniform rules and standards established by the ARC. No such device is permitted under any circumstances if it sends, contributes to, or creates interference with any radio, television or other communication reception or interferes with the operation of other visual or sound equipment located within any part of the Subdivision.

10.8.1 Permitted Antennas. Certain television, satellite, or other antenna systems may be erected or installed on a Lot (hereafter referred to as "Permitted Antennas"). Permitted antennas include:

- Direct broadcast satellite dishes (DBS) that are less than one (1) meter in diameter.

- Multi-channel, multi-point distribution service devices (MMDS) that are less than one (1) meter in diameter or diagonal measurement. Such devices may be mounted on "masts" to reach the height needed to establish line of sight contact with the transmitter provided no mast may be higher than twelve (12) feet above the roof line of a residence without prior written approval of the ARC.

- Television broadcast antennas for local stations, which may be any reasonable size, which may be secured to a mast located no higher than twelve (12) feet above the roof line. Any mast located higher than twelve (12) feet above the roof line must be approved in writing by the ARC.

(a) To the extent feasible, all Permitted Antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents if this placement would still permit reception of an acceptable quality signal.

(b) All Permitted Antennas shall be screened from view from neighboring properties, and pedestrian and vehicular access areas, with landscaping plants commonly used in or about the Community at a height of at least forty-eight (48) inches. Taller antennas shall be screened to their full height if reasonably practicable and if the screening would not impair the reception of an acceptable quality signal.

10.9 Miscellaneous Visual Restrictions.

(a) No clothes lines or clothes poles shall be erected, and no outside clothes drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the Owner shall be required to seek ARC approval as to the portions of any lot used for outdoor clothes drying purposes and the types of devices to be employed.

(b) Garage doors shall be kept in a closed position when not in use for ingress and egress.

(c) All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as approved by the ARC so that they shall be substantially concealed or hidden from any eye-level view from any street, adjacent property, or Common Property.

(d) The personal property of any resident shall be kept inside the residence dwelling, or a fenced or walled-in yard, except for patio furniture and accessories, and other

personal property commonly kept outside, which must be kept in the rear of the Lot and must be neat appearing and in good condition.

(e) Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one week after an Owner or tenant first moves into a dwelling or when permanent window treatments are being cleaned or repaired.

(f) All solar heating and other alternative energy resource systems shall be so installed and maintained as not to be visible from the street upon which the dwelling fronts, unless specifically otherwise authorized by the ARC. It is the intent hereof not to prohibit the use of renewable energy sources, but rather to direct that same be so designed, installed, and maintained as to minimize visibility from the street in front of the dwelling.

10.10 Fences. No fence of any kind shall be erected or maintained upon any Lot. Electronic "invisible fences" may be permitted as specified in the Architectural Review Committee Standards.

10.11 Yards and Drives. Yards shall be sodded with natural grass at the time of original construction of improvements, and lawns shall thereafter be maintained in good condition and replaced as may be necessary. Gravel or stone yards are prohibited. All driveways, walks and parking areas shall be approved by the ARC, must be constructed of concrete, Stampcrete, Bomanite, or other comparable solid material approved by the ARC. Polypebbled, shell, and graveled driveways are prohibited.

10.12 Environmental Provisions.

(a) No tree within the Subdivision of a diameter of four inches or more measured at the height of four feet above grade shall be removed, unless the removal of same is necessary for the erection and maintenance of structures permitted hereby, or driveways or walkways providing access thereto, unless such tree is diseased, except with the consent of the ARC.

(b) It shall be the responsibility of each Owner at the time of construction of a building, residence, or structure to comply with the construction plans for the stormwater management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District (SWFWMD). No Owner shall remove native vegetation that becomes established within the wetland areas located on or adjacent to any portion of the Subdivision. Removal includes dredging, the application of herbicide and cutting. Owners should address any question regarding authorized activities within the wetland areas to the Association and to SWFWMD. No Owner may construct or maintain any building, residence, or structure or undertake or perform any activity in the wetland areas, buffer areas in the upland conservation areas described in the approved SWFWMD permit as shown on the plat or

plats of the Subdivision without the prior approval of the Association and SWFWMD pursuant to Chapter 40D-4, F.A.C.

10.13 Swimming Pools. No above-ground swimming pools are permitted within the Subdivision. This provision does not prohibit hot tubs, therapy pools or hydro-spas when they are incorporated into improvements and approved by the ARC. The ARC may approve pools incorporated into improvements even though such pools may be above grade. All pools shall be enclosed and constructed to comply with applicable regulations and standards of governments having jurisdiction. All pools, enclosures, screening, and caging shall be subject to Architectural Review.

10.14 Utility Easements. Easements for installation, maintenance, repair and replacement of utilities and drainage facilities are reserved and established as reflected on the recorded plat of the Subdivision. Within those easements no structure, planting or other materials 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, obstruct, or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained by the Owner thereof except for those improvements and facilities for which the Association or a public authority or utility company is responsible.

10.15 Minimum Floor Area. No single-family residential structure shall be constructed within the Subdivision having fewer than twelve hundred fifty (1,250) square feet of air-conditioned living area.

10.16 Mandatory Irrigation System. Each Lot shall be required by the ARC to have an automated lawn irrigation system. Such system shall be the Central Irrigation System. The Central Irrigation System shall be extended into each Lot at the time of original construction of improvements thereto at the cost and expense of the Owner of such Lot. The design and specification of materials used for the extension of the Central Irrigation System into a particular Lot shall be as specified and approved by the ARC. Once the Central Irrigation System is extended onto a Lot, the portions thereof on such Lot shall be maintained and operated by the Association as a common expense; provided, however, the Owner of a Lot shall do nothing to interfere with the operation of the Central Irrigation System, and shall be liable to the Association for any damage to the Central Irrigation System caused by the willful acts or negligence of such Owner, his tenants and their respective families, guests, contractors, licensees and invitees. The owner of the Central Irrigation System and the Association and their agents shall have the right to enter upon any Lot to inspect, maintain, repair, and replace portions of the Central Irrigation System on such Lot, and shall have the right to relocate such installations from time to time.

10.17 Prohibition Against Further Subdivision. The Lots shall not be further subdivided, but such prohibition shall not prevent the conveyance of portions of a Lot to the

Owner of an adjacent Lot to the end that platted Lot lines may be reconfigured. Upon any such conveyance, the parcel so created shall be deemed a "Lot" subject to the provisions hereof, as though originally platted as such; provided, however, that at no time shall the aggregate of all such conveyances as they may pertain to any platted Lot result in a revised and reconfigured tract with land area deviating more than ten (10%) percent from the land area of such Lot as originally platted.

10.18 Rental Policy. No property may be leased for less than three (3) months, nor more than two (2) times in any given twelve (12) month period. In no event may a Lot Owner lease less than the entire Lot. Upon execution of each lease, the Owner(s) of record must submit the following paperwork to the Association:

(a) Copy of the lease. It shall be the Owner's obligation to furnish the lessee with a copy of the Declaration and all amendments thereto, and the current rules and regulations of the community (Subdivision Documents). Each lease, or addendums thereto, shall contain an agreement of the lessee to comply with the Subdivision Documents. The Lot Owner shall have a duty to bring his or her tenants conduct into compliance with the Subdivision Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible.

(b) Permanent address and phone number of Lessor and Lessee.

(c) An assignment of a lease (sublease) by a tenant shall be considered as termination of the existing lease as of the assignment date and commencement of a new lease for purposes of this regulation.

(d) A Lot owner shall be liable to the Association for the expense of any maintenance, repair, or replacement of Common Property rendered necessary by the acts of their guests or tenants, and for any injuries or damages caused by the acts, omissions or negligence of the guests or tenants.

ARTICLE 11

COMPLIANCE WITH CODE

The following provisions are mandated by the Code and are applicable to the Subdivision.

11.1 Alternate Maintenance by County. In the event the Association fails to maintain the Common Property in reasonable order and condition in accordance with applicable governmental approvals, the provisions of the Code allow for the County, upon specified notice and hearing, to enter the Common Property for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-rated against the Lots and such charges are payable by the Owners within sixty (60) days after receipt of a statement therefor from the County, and if unpaid at the end of such period shall become a lien on the Lots.

11.2 Further Disposition of Open Space. With respect to such portions of the Common Property or any interest therein that may be deemed required common open space under applicable governmental regulations, subsequent to the conveyance to the Association there shall be no further disposition of such Common Property that is real property by sale, dissolution of the Association or otherwise, except to an organization conceived and organized to own and maintain such property without first offering to dedicate the same to the County or other appropriate governmental agency.

11.3 Disturbance of Common Property. No portion of the Common Property shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance, repair, and improvement, without the prior written approval of both the Association and the director of the County Planning, Permitting and Inspection Department, or such successor agency as may assume the duties of that department.

11.4 Right of Entry by County. A right of entry upon the Common Property is hereby granted to County and other governmental law enforcement officers, health and pollution control personnel, emergency medical service personnel, and firefighting personnel, and to governmental suppliers of utilities, while in the pursuit of their duties.

11.5 Compliance with Law. Notwithstanding any other provision of this Declaration to the contrary, there shall be no violation of federal, state, or local law permitted within the Subdivision.

ARTICLE 12 GENERAL PROVISIONS

12.1 Enforcement. The Association or any Owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such provisions and the right to recover damages for such violations; provided, however, that with respect to Assessments and Assessment liens the Association, on determination of the Board, shall have the exclusive right to the enforcement thereof. Provided further, no enforcement proceedings may be maintained by the Owners of fewer than five (5) Lots. Failure of the Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(a) **Fines.** The Association, through its Board of Directors, may levy and impose fines against Lot Owners, tenants, and guests for failure to comply with any provision contained in this Declaration, the Articles of Incorporation, Bylaws, or rules. The Association must comply with the fining process and notice requirements set forth in Section 720.305 (2), Florida Statutes (2022), as the same may be amended or renumbered from time to time. The Board may levy and impose fines of up to \$500.00 a day for each day of a continuing violation

with a maximum fine of \$5,000.00 for any single violation. Unpaid fines of \$1,000.00 or more may be foreclosed upon in the same manner as unpaid assessments.

(b) **Fining Committee.** The Board of Directors must levy fines at a properly noticed Board meeting. If a majority of the Board agrees to levy a fine(s), the Board must notify the Lot Owner (or other person sought to be fined) in writing of the date, time and location of a fining committee hearing. The notice must be mailed or delivered to the Lot Owner (or other person sought to be fined) at least 14-days prior to the date of the fining committee hearing. The fining committee must consist of at least three (3) Lot Owners who are not Board members or employees of the Association, or otherwise related to any Board member or employee of the Association. The Lot Owner (or other person sought to be fined) has the right to bring witnesses and present evidence to the fining committee as to why the fine should not be imposed. Likewise, the Board of Directors may present witness testimony and other evidence to the fining committee to explain why a fine should be imposed. The fining committee may not change the amount of the fine levied by the Board of Directors. The fining committee's sole function is to determine whether it agrees with the Board's prior decision to levy a fine. If the fining committee does not agree with the Board's prior decision to levy a fine, no fine shall be imposed, and the matter will be concluded. If the fining committee agrees with the Board's prior decision to levy a fine(s), the fine(s) shall be imposed. If so, the Board must mail or hand-deliver written notice to the person sought to be fined that the fine has been imposed and must be paid within 5-days.

12.2 Severability. Invalidity of any part of this Declaration by a court of competent jurisdiction shall not affect any other provisions, which shall remain in full force and effect.

12.3 Covenants. The covenants, conditions, restrictions, easements and terms of this Declaration shall run with the land, bind all the property subject hereto and inure to the benefit of and be enforceable as provided above, for a term of 50 years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of at least two-thirds of the Lots and institutional mortgagees holding first mortgages encumbering two thirds of all Lots encumbered by first mortgages and held by institutional mortgagees has been recorded at least one (1) year prior to end of any such period, agreeing to terminate this Declaration. In such event, this Declaration shall be terminated upon the expiration of the fifty (50) year term or applicable ten (10) year extension during which such instrument was recorded.

12.4 Construction. This Declaration shall be liberally construed to give effect to its purpose of creating a plan for a high-quality single family residential community and for the maintenance of the Common Property and those portions of the Lots herein required to be maintained by the Association. Article and section headings have been inserted for convenience only and shall not be considered in interpretation or construction of the document. This Declaration shall be construed under the laws of Florida and shall not be construed more strongly against any party regardless of the extent to which any party may have participated in the drafting of the Declaration or any amendment thereto. Whenever the context of this

Declaration, the Articles or Bylaws require, the singular shall include the plural and the plural the singular, and any one gender may refer to any other gender.

12.5 Approval of Association Lawsuits. Notwithstanding anything herein contained to the contrary, the Association shall be required to obtain the approval of the Owners of three-fourths of all the Lots at a duly called meeting of the Members at which a quorum is present, prior to the payment of legal or other fees or costs to persons or entities engaged by the Association for the purpose of suing or making, preparing, or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) The collection of Assessments and foreclosure of liens for Assessments;
- (b) The collection of other charges which Owners are obligated to pay pursuant to this Declaration, the Articles or Bylaws;
- (c) The enforcement of other provisions contained in this Declaration;
- (d) In an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Common Property or to the Owner(s) (the eminent expiration of a statute of limitation shall not be deemed an emergency obviating the need for the requisite vote); or
- (e) Filing a compulsory counter claim.

12.6 Amendment. This Declaration may be amended only in accordance with this Section.

(a) This Declaration may be amended at any time by the affirmative vote of Members owning two-thirds (2/3) of all Lots in the Subdivision together with the approval or ratification of a majority of the entire Board. Provided, however, that at any time by a majority vote of the Members of the Association this Declaration may be amended where necessary to comply with regulations of the Veterans' Administration, the Federal Housing Administration, the Office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Corporation, the Federal Home Loan Bank Board, or other similar governmental agency. Provided further, no amendment shall be made that conflicts with Section 11.8 and any amendment to Section 12.5 shall require the approval of the Owners of eighty (80%) percent of all Lots in the Subdivision.

(b) Any amendment approved by the Owners pursuant to this Section 12.06 shall be approved at an annual, regular, or special meeting called for that purpose, pursuant to written notice setting forth the proposed amendment or a summary of the changes to be affected thereby, such notice to be given within the time and in the manner provided for in the Bylaws. In lieu of voting at an annual, regular, or special meeting as herein provided,

amendments may be approved in writing executed by the requisite number of Owners and Directors.

(c) This Section 12.6 may only be amended by the affirmative vote of the Owners of not less than eighty (80%) percent of all Lots in the Subdivision.

12.7 Attorney's Fees. In the event any action is instituted to enforce or construe the provisions of this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment a reasonable attorney's fee and the costs of such suit. If the Association is a prevailing party in such action, the amount of such attorney's fees and costs shall be a Special Assessment with respect to any Lot and its Owner if such Owner was the non-prevailing party in such litigation.

12.8 Rights of Mortgagees. The Association shall make available for inspection upon request, during normal business hours and under reasonable circumstances, this Declaration, the Articles, Bylaws and the books, records, and financial statements of the Association to Owners and the holders, insurers, or guarantors of any first mortgages encumbering any portion of the Subdivision. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor, such holder, insurer, or guarantor (the "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

(a) Any condemnation, loss or casualty loss which affects any material portion of the Common Property;

(b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(c) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and

(d) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured, or guaranteed by such Listed Mortgagee to perform his obligations under this Declaration, including but not limited to, any delinquency in the payments of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements for the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

2022 AMENDED BYLAWS
OF
THE GREENS AT EL CONQUISTADOR HOMEOWNERS' ASSOCIATION, INC.
A Corporation Not for Profit

ARTICLE I. IDENTIFICATION

1.01 **Identity:** These are the Bylaws of The Greens at El Conquistador Homeowners Association, Inc., a corporation not for profit organized and existing under the laws of Florida, hereinafter called "Association."

1.02 **Purpose:** The Association has been organized for the purpose of maintaining, preserving, managing and exercising architectural control over the Lots and common property within The Greens at El Conquistador (the "Subdivision"), a subdivision located in the unincorporated area of Manatee County, Florida, same to be in accordance with the "Declaration of Covenants, Conditions and Restrictions for The Greens at El Conquistador", herein called the "Covenants", and to promote the health, safety and welfare of the owners and residents of the Subdivision.

1.03 **Fiscal Year:** The fiscal year of the Association shall be the calendar year.

1.04 **Seal:** The seal of the corporation shall bear the name of the corporation, the word "Florida", and the words "Corporation Not for Profit" and the year of incorporation.

ARTICLE II. MEMBERS

2.01 **Qualification:** The members of the Association shall consist of all the record owners of Lots in the Subdivision which are subject to the Covenants, in accordance with the Covenants.

2.02 **Change of Membership:** Change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, of a deed or other instrument establishing a change of record title to a Lot in the Subdivision. A copy of such instrument shall be delivered to the Association. Upon recording, the owner established by such instrument of conveyance shall thereupon become a member of the Association and the membership of the prior owner shall thereupon be terminated.

2.03 **Multiple Owners:** When a Lot is owned by more than one person, whether as co-tenants, joint tenants, tenants by the entirety or otherwise, each owner shall be a member of the Association by virtue of being a record owner of an interest in a Lot. Lessees of Lots shall not be members. All matters of voting shall, however, be determined on a Lot basis, as provided in Article III.

2.04 **Restraint upon Assignment of Membership Shares and Assets:** The membership of an owner, and the share of a member in the funds and assets of the Association shall not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to his Lot.

2.05 **Evidence of Membership:** There shall be no stock or membership certificates in the Association. Membership shall be determined by ownership as herein provided.

ARTICLE III. VOTING

3.01 **Voting Rights:** The member or members who are the record owners of each Lot in the Subdivision shall be collectively entitled to one (1) vote for each such Lot, as provided in the Covenants and the Articles of Incorporation. If members own more than one Lot, they shall be entitled to one vote for each Lot owned. A Lot vote may not be divided.

3.02 **Voting Procedure:** The single or multiple owners of each Lot shall have one vote for each Lot. Decisions of the Association shall be made by a simple majority of votes entitled to be cast by members represented at a meeting at which a quorum is present, unless a greater percentage is required by the Covenants, the Articles of Incorporation, or these Bylaws.

3.03 **Quorum:** A quorum shall exist when members entitled to cast not less than twenty five percent (25%) of all votes are present, either in person, by designated voting representative or by proxy.

3.04 **Designation of Voting Representative:** The right to cast the vote attributable to each Lot shall be determined, established, and limited pursuant to the provisions of this section:

(a) **Single Owner:** If the Lot is owned by one natural person, that person shall be entitled to cast the vote for his Lot.

(b) **Multiple Owners:** If a Lot is owned by more than one person, either as co-tenants or joint tenants, any of the record owners may vote on behalf of the Lot. If multiple owners cannot agree on how a vote is to be cast, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary. No individual may cast a vote assigned to a Lot where the voting rights assigned to the Lot are suspended.

(c) **Life Estate with Remainder Interest:** If a Lot is owned by a life tenant, with others owning the remainder interest, the life tenant shall be entitled to cast the vote for the Lot. If the life estate is owned by more than one person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a Lot in fee in the same manner as the life tenants own the life estate.

(d) **Corporations:** If a Lot is owned by a corporation, the officers or employees thereof entitled to cast the vote for the Lot shall be designated by a certificate executed by an

executive officer of the corporation and attested by the Secretary or an Assistant Secretary and filed with the Secretary of the Association.

(e) **Partnership:** If a Lot is owned by a general or limited partnership, any general partner may vote for the Lot.

(f) **Trustees:** If a Lot is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the vote for the Lot. Multiple trustees may designate a single trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the vote for the Lot by a certificate executed by all trustees and filed with the Secretary of the Association.

(g) **Estates and Guardianships:** If a Lot is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the vote for such Lot upon filing with the Secretary of the Association a current certified copy of his Letters of Administration or Guardianship.

(h) **Tenants by the Entirety:** If a Lot is owned by a husband and wife as tenants by the entirety, they may vote in the same manner as other multiple owners.

(i) **Leases:** If a Lot is leased, the owner-lessor shall cast the vote for the Lot.

3.05 Approval or Disapproval of Matters: Whenever the decision of a Lot owner is required upon any matter, whether the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Covenants or these Bylaws.

3.06 Proxies: Votes may be cast in person or by proxy. A proxy shall be in writing and signed by the designated voting representative, or the owner, if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. No one person may be designated to hold more than fifteen (15) proxies. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

3.07 Method of Voting: Subject to the provisions of the Covenants, voting may be by written ballot or proxy. Routine matters such as approval or minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by "Yeas" and "Nays"

provided that any five (5) voting members, or the Chairman, may require a roll call vote or vote by written ballot.

ARTICLE IV. MEETING OF MEMBERS

4.01 Annual Meeting: The annual meeting of the members shall be held during the month of December of each year on a day and at a time determined by the Board of Directors; provided that notice pursuant to Section 4.03 is given at least fourteen (14) days prior to the date set for the annual meeting. The annual meeting shall be for the purpose of electing directors, and transacting any other business authorized to be transacted by the members. No annual meeting shall be held until such time as the regular members are entitled to elect a director pursuant to the provisions of the Covenants.

4.02 Special Meetings: Special meetings of the members shall be held whenever called by the President or Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from voting members entitled to cast not fewer than fifteen percent (15%) of the total number of votes.

4.03 Notice of Meetings: Notice of all meetings of the members, stating the time, place, and subjects for which the meeting is called, shall be given by the President or Vice President or Secretary, unless waived in writing. All such notices shall be given in writing to each member's address, as it appears on the books of the Association; as the member may have otherwise directed in writing; or as it appears upon the instrument of conveyance establishing the membership interest. The notice shall be mailed or delivered not fewer than fourteen (14) days, nor more than thirty (30) days, prior to the date of the meeting. A duplicate notice shall be furnished to the designated voting representative if such voting representative is not also an owner. The notice for any meeting at which assessments against Lot owners are to be considered shall contain a statement of the nature of such assessments, the estimated amount of the assessment, and that such assessments will be considered. Proof of such mailing or delivery shall be given by an Affidavit of the person giving the notice. Notice of meetings may be waived in writing before, during or after meetings.

4.04 Place: Meetings of the Association members shall be held at such place in Manatee County, Florida, as the Board of Directors may designate in the Notice of Meeting.

4.05 Adjournments: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

4.06 Order of Business: The order of business at annual meetings, and as far as practical at all special meetings, shall be:

- (a) Election of Chairman of the meeting (if necessary);
- (b) Calling of the roll and certifying of the proxies;

- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Election of Directors;
- (h) Unfinished business;
- (i) New business;
- (k) Announcements;
- (l) Adjournment.

4.07 **Action Without Meeting:** Whenever the affirmative vote or approval of the members is required or permitted by the Covenants or these Bylaws, such action may be taken without a meeting if members entitled to cast not fewer than seventy five percent (75%) of the votes if such meeting were held, shall agree in writing that such action be taken and waive the necessity of such meeting. Provided, however, that if a greater percentage approval is required, then not less than such percentage must so agree in writing. Provided further that the Covenants, Articles of Incorporation, and these Bylaws may not be amended without a meeting. Notice of the action so taken shall be given in writing to all members who did not approve such action in writing within ten (10) days of such approval.

4.08 **Expenditure:** The Board of Directors is authorized to expend an amount up to \$750.00 to provide refreshments for the members at the annual meeting

ARTICLE V. DIRECTORS

5.01 **Number:** The affairs of the Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors, the exact number to be determined by the members from time to time prior to the annual election of Directors. The Board of Directors shall always be comprised of an odd number of members. Until otherwise determined by the members, there shall be three (3) Directors.

5.02 **Election of Directors:** The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual meeting of the members. A nominating committee of not less than three (3) nor more than five (5) members may be appointed by the Board of Directors not less than thirty (30) days prior to the annual meeting of the members. The nominating committee shall nominate at least one (1) person for each Directorship. Other nominations may be made from the floor, and nominations for additional directorships, if any, created at the meeting shall be made from the floor.

(b) The election shall be by ballot or proxy and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(c) Any Director may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of all Lot owners. A special meeting of the Lot owners to recall a member or members of the Board may be called by ten percent (10%) of the Lot owners giving notice of the meeting as required for a meeting of Lot owners, and the notice shall state the purpose of the meeting.

5.03 **Term:** Subject to the provisions of Section 5.02, the term of each Director's service shall extend to the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

5.04 **Qualifications:** All Directors shall be members of the Association. An officer of any corporate owner and a general partner of any partnership owner shall be deemed members for the purposes of qualifying for election to the Board of Directors.

5.05 **Vacancies:** Except as otherwise provided herein, if the office of any Director becomes vacant, whether by reason of death, resignation, retirement, disqualification, incapacity or otherwise, a majority of the remaining Directors shall select a successor, who shall hold the office for the unexpired term of the Director he is replacing.

5.06 **Disqualification and Resignation:** Any Director may resign at any time by sending written notice to the Secretary of the Association. Such resignation shall take effect upon receipt by the Secretary, unless otherwise specified in the resignation. Any Director who must be a member of the Association shall be deemed to have resigned if he transfers his Lot so that he ceases to be a member of the Association.

5.07 **Voting:** All voting for the election of Directors shall be as provided in Article III hereof. Notwithstanding the foregoing. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

5.08 **Organization Meeting:** The organization meeting of a newly elected Board of Directors shall be held within thirty (30) days of its election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

5.09 **Regular Meetings:** The Board may, from time to time, establish a schedule of regular meetings to be held at such time and place as the Board may designate. Any regular scheduled meetings may be dispensed with upon written concurrence of not less than two-thirds (2/3) of the members of the Board.

5.10 **Special Meetings:** Special Meetings of the Directors may be called by the President and must be called by the Secretary or an Assistant Secretary at the written request of one-third (1/3) of the Directors.

5.11 **Notice:**

(a) **To Directors:** Notice of each regular or special meeting shall be given to each Director personally or by mail, telephone, or email at least three (3) days prior to the meeting date. All notices shall state the time and place of the meeting, and if a special meeting, the purposes thereof. Any Director may waive notice of a meeting before, during or after the meeting, and all such waivers shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall be deemed a waiver of notice by him.

(b) **To Members:** Notices of all Board meetings, and meetings of any committee or similar body of the Board, shall be posted in a conspicuous place in the Subdivision at least forty-eight (48) hours in advance of the meeting except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Subdivision, notice shall be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. The notice for any meeting at which assessments against Lot owners are to be considered shall contain a statement of the nature of such assessments, the estimated amount of the assessment(s), and that such assessments will be considered. Proof of such posting, mailing or delivery shall be given by an Affidavit of the person giving the notice. Notice of meetings may be waived in writing before, during or after meetings.

5.12 **Quorum:** A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors; except where approval of a greater number of Directors is required by the Covenants or these Bylaws.

5.13 **Adjourned Meeting:** If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

5.14 **Joinder in Meeting by Approval of Minutes:** The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes or to create a quorum. Directors may join in minutes under this section only after an open meeting, for the purposes herein provided.

5.15 **Meetings Open:** Meetings of the Board of Directors shall be open to all members, except for: (a) meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would be otherwise be governed by the attorney/client privilege; and (b) meetings of the Board to discuss personnel matters.

5.16 Presiding Officer: The presiding officer at Directors' meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both, the Directors shall designate one of their members to preside.

5.17 Directors' Fees: Directors shall not be entitled to receive Directors' fees but may be reimbursed out of pocket expenses advanced by the Director.

5.18 Order of Business: The order of business of Directors' meetings shall be:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Announcements.
- (i) Adjournment.

ARTICLE VI. POWERS AND DUTIES OF BOARD OF DIRECTORS

The Board of Directors shall have all powers, authority, discretion, and duties necessary for the administration of the Association and operation of the Subdivision, except as may be reserved or granted to the Lot owners, or a specific committee or committees of the Association by the Covenants, Articles of Incorporation, or these Bylaws. The powers of the Board shall include, but shall not be limited to, the following:

6.01 General Powers: All powers specifically set forth in the Covenants, Articles of Incorporation and these Bylaws, and all powers incident thereto or reasonably to be inferred therefrom.

6.02 Enforcement: The Board of Directors shall, when deemed necessary by the Board, enforce by legal means, provisions of the Covenants, the Articles of Incorporation, the Bylaws and Rules and Regulations for the use of the Common Property.

6.03 Budget and Assessments: To adopt budgets and make assessments, and to use and expend assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Covenants and these Bylaws.

6.04 Employment: To employ, dismiss, control and contract for personnel and contractors for the administration of the Association, including but not limited to managers, maintenance personnel, attorneys, accountants, and other professionals, by employment or contract, as the Board may determine.

6.05 Rules and Regulations: To adopt, amend and rescind reasonable rules and regulations relating to the administration of the Association and operation and use of any Common Property, subject to the Covenants and Bylaws. Provided, however, that any rules or regulations adopted by the Board may be supplemented, amended, or rescinded by affirmative vote of the owners of not less than two-thirds (2/3) of the Lots subject to the Covenants. Any such rules or regulations approved by the owners shall not thereafter be amended or rescinded except upon affirmative vote of the owners of not less than two-thirds (2/3) of the Lots in the Subdivision subject to the Covenants.

6.06 Committees: To create and disband such committees as the Board may from time to time determine as reasonably necessary or useful in and about the administration of the Association, and to delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the Covenants, Articles of Incorporation and Bylaws. All committees of the Association shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the Board of Directors.

ARTICLE VII. OFFICERS

7.01 Officers and Election: The officers of the Association shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Treasurer, a Secretary and such other officers as may be determined from time to time by the Board, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by a majority vote of all Directors at any meeting. Any person may hold two offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall designate the powers and duties of such other officers as it may create.

7.02 President. The President shall be the chief executive officer of the Association. The President shall have all the powers and duties which are usually vested in the office of President of an Association; including but not limited to the power to appoint advisory committees from time to time, from among the members to assist in the conduct of the affairs of the Association. The President shall serve as Chairman at all Board meetings.

7.03 Vice President: The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

7.04 Secretary and Assistant Secretary: The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving and serving of all notice to the members and Directors. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association, as may be required by the Directors or the President. The Assistant Secretary, if such office is created, shall perform the duties of the Secretary, when the Secretary

is absent. The minutes of all meetings of the members and the Board of Directors shall be kept in books available for inspection by members, or their authorized representatives, and Board members at any reasonable time. All such records shall be retained for not less than seven (7) years, or as otherwise may be required by law.

7.05 Treasurer: The Treasurer shall have the custody of all the property of the Association including funds, securities, and evidence of indebtedness. The Treasurer shall keep the books of the Association in accordance with good accounting practices, and provide for collection of assessments, and perform all other duties incident to the office of Treasurer.

7.06 Compensation: The compensation of all officers and employees of the Association shall be fixed by the Directors. The provisions that Directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management services.

7.07 Indemnification of Directors and Officers: Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which such Director or officer may be a party or in which such Director or officer may become involved by reason of being or having been a Director or officer of the Association, whether or not such Director or officer is a Director or officer at the time such expenses are incurred, except in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of such Director's or officer's duties. The foregoing right of indemnification shall be in addition to and no exclusive of all other rights to which such Director or officer may be entitled.

7.08 Term: All officers shall hold office until their successors are chosen and qualify.

ARTICLE VIII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Covenants shall be supplemented by the following provisions:

8.01 Accounting: Receipts and expenditures of the Association shall be credited and charged to Association accounts in accordance with generally accepted accounting principles consistently applied.

8.02 Budget: The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and funds for required reserves if deemed necessary by the Board. The budget may provide funds for specifically proposed and approved improvements.

8.03 Procedure: The Board of Directors shall adopt a budget in accordance with the Covenants.

8.04 **Assessments:** Regular annual assessments against a Lot owner for such owner's share of the items of the budget shall be made in advance on or before December 20 preceding the year for which the assessment is made. Such assessment shall be due either annually or, at the discretion of the Board, in two (2) semi-annual installments, which shall come due on the 1st day of January and July of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due from the 1st day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget may be amended at any time by the Board and a supplementary assessment levied. The supplementary assessment shall be due on the 1st day of the month next following the month in which the supplementary assessment is made or as otherwise provided by the Board of Directors.

8.05 **Acceleration of Assessments:** Upon default in payment the Board may elect to accelerate remaining installments of any assessments in accordance with the Covenants.

8.06 **Expenditures:** All funds of the Association shall be expended only upon authorization of the Board of Directors. Approval of the budget shall be deemed authority to expend funds for the items and contingency funds within the budget. Funds derived from special assessments and funds in specifically designated reserves shall be expended solely for the purpose for which such assessment was made, or reserve established. Contingency funds may be expended for any legitimate purpose by action of the Board.

8.07 **Depository:** The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Directors, and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of the Board of Directors. Funds of the Association may be co-mingled or kept in separate accounts, except as otherwise required by the Covenants.

8.08 **Financial Reporting:** The Board must prepare financial reports each year as required by Section 720.303(7), Florida Statutes (2022) as the same may be amended or renumbered from time to time.

8.09 **Fidelity Bonds:** The Board shall obtain insurance or fidelity bonds as required in Section 720.3033 (5), Florida Statutes (2022), as the same may be amended or renumbered from time-to-time for all persons handling or responsible for the Association's funds. The amounts of such bonds must cover the maximum funds that will be in the custody of the association or its management agent at any one time. The premiums on such bonds, shall be paid by the Association as a common expense.

ARTICLE IX. PARLIAMENTARY RULES

Roberts Rules of Order, the latest edition, shall serve as a guide to govern the conduct of the meetings of the Association, the Board of Directors and Committees of the Association when not in conflict with the Covenants, Articles of Incorporation, or these Bylaws.

ARTICLE X. AMENDMENT

These Bylaws may be amended by the members of the Association at any regular or special meeting duly called for that purpose by the affirmative vote of an absolute majority of all votes entitled to be cast. Notwithstanding the foregoing, no amendment shall be made that conflicts with the Covenants or the Articles of Incorporation, except as provided in said Covenants or Articles.

ARTICLE XI. MISCELLANEOUS

The provisions of these Bylaws shall be construed together with the Covenants and the Articles of Incorporation. In the event of a conflict between the provisions hereof and the provisions of the Covenants or Articles, the provisions of the Covenants or Articles shall control. Unless otherwise specifically provided, terms used herein shall have the meanings set forth in the Covenants. The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to implement its obligations and authorities under the Covenants. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.