

Prepared by and return to:  
Harvey Halprin, Esquire  
Anderson, Givens & Fredericks, P.A.  
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**CERTIFICATE OF AMENDMENT**  
**ADOPTION OF**  
**AMENDED AND RESTATED DECLARATION OF COVENANTS AND**  
**RESTRICTIONS**  
**FOR**  
**CAMELOT PARK, UNIT 2**  
**AND**  
**AMENDED AND RESTATED ARTICLES OF INCORPORATION AND**  
**AMENDED AND RESTATED BYLAWS OF CAMELOT PARK, UNIT 2 HOMES**  
**ASSOCIATION, INC.**  
**(F/K/A TOWNE EAST HOMES ASSOCIATION, INC.)**

We hereby certify that the attached Amended and Restated Declaration of Covenants and Restrictions for CAMELOT PARK, UNIT 2, the Amended and Restated Articles of Incorporation, and the Amended and Restated Bylaws for CAMELOT PARK, UNIT 2 HOMES ASSOCIATION, INC. (F/K/A TOWNE EAST HOMES ASSOCIATION, INC.) (which Declaration was originally recorded at Official Records Book 589 at Page 4 et seq. of the Public Records of Leon County, Florida) were approved at the membership meeting held on December 4, 2022, in accordance with the requirements of of the Declaration, the Bylaws, and the Articles of Incorporation.

DATED this 11 day of DECEMBER, 2022.

Witnesses:

sign: D BEVIS

print: D BEVIS

sign: R E. NICHOLS JR

print: Richard E. Nichols Jr

sign: Sandra Pitchford

print: Sandra Pitchford

sign: Patricia Hardy

print: Patricia Hardy

TOWNE EAST HOMES  
ASSOCIATION, INC.

By:

Bradley Hewett, President

Attest:

Jesse Atkinson, Secretary

STATE OF Florida  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December, 2022, by Bradley Hewett as President of TOWNE EAST HOMES ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

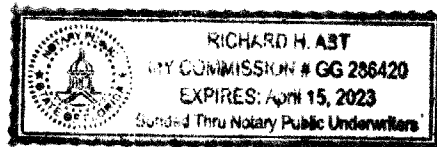
NOTARY PUBLIC

sign [Signature]

print Richard H. Abt

State of Florida at Large (Seal)

My Commission expires: 4/15/23



STATE OF Florida  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December, 2022, by Jesse Atkinson as Secretary of TOWNE EAST HOMES ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

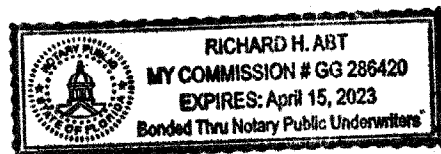
NOTARY PUBLIC

sign [Signature]

print Richard H. Abt

State of Florida at Large (Seal)

My Commission expires: 4/15/23



Prepared by and return to:  
Jeremy V. Anderson, Esquire  
Anderson, Givens & Fredericks, P.A.  
1689 Mahan Center Blvd, Suite B  
Tallahassee, FL 32308

**AMENDED AND RESTATED**  
**RESIDENTIAL**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**CAMELOT PARK, UNIT 2**  
**(F/K/A Towne East Residential Declaration of Covenant and Restrictions for Camelot Park, Unit 2)**

*[Substantial Rewording of the Restrictive Covenants. See Current Declaration of Covenants and Restrictions and any amendments thereto for present text.]*

These Restrictive Covenants shall govern **Camelot Park, Unit 2** (herein, “the Subdivision”).

<b>ARTICLE 1</b> <b>DEFINITIONS</b>
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For all purposes, the terms used in these Restrictive Covenants (herein, “Declaration”), the Articles of Incorporation of the Association and Association Bylaws (herein, “the Governing Documents”), shall have the meanings stated in the Florida Homeowners Association Act (Section 720, Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout the Governing Documents whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. In the event any term in the Governing Documents is deemed ambiguous, then the Board of Directors shall define the term, which definition shall be binding. A term shall not be construed in favor of or against the Association or any owner.

The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

**(1) “Act” or “Homeowners’ Association Act”** means Chapter 720, Florida Statutes, as amended from time to time.

**(2) “Architectural Review Committee” or “ARC”** shall refer to the committee established by the Board of Directors of the Association described in Article 8 of this Declaration.

**(3) “Articles of Incorporation” or “Articles”** means the Articles of Incorporation for **CAMELOT PARK, UNIT 2 HOMES ASSOCIATION, INC. (F/K/A TOWNE EAST HOMES ASSOCIATION, INC.)**, a Florida not-for-profit corporation in the form attached hereto as **Exhibit “B”** and incorporated herein by reference, as amended from time to time.

(4) **“Assessment”** means a charge against a Site and its owner as defined in Article 5 of this Declaration and Section 720.301(1), Florida Statutes, as well any other unpaid fee, fine or expense against a Site or its owner.

(5) **“Association”** means **CAMELOT PARK, UNIT 2 HOMES ASSOCIATION, INC. (F/K/A TOWNE EAST HOMES ASSOCIATION, INC.)** a Florida not-for-profit corporation established for the purposes set forth herein, the Articles of Incorporation and the Bylaws.

(6) **“Board”** shall mean the Board of Directors of the Association, appointed or elected in accordance with the Bylaws of the Association.

(7) **“Bylaws”** shall mean and refer to the Bylaws of **CAMELOT PARK, UNIT 2 HOMES ASSOCIATION, INC. (F/K/A TOWNE EAST HOMES ASSOCIATION, INC.)** in the form attached hereto as **Exhibit “C”** and incorporated herein by reference.

(8) **“Common Property” or “Common Properties”** shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties and intended to be devoted to the common use and enjoyment of the owners of The Properties and owned by the Association. The common area owned by the HOA at the time these amendments are recorded as described as follows: the park (Tot Lot) at 2400 Hays Mill and entrance off of Park Avenue onto Collinsford.

(9) **“Common Expenses”** means all expenses properly incurred by the Association in the performance of its powers and duties.

(10) **“Declaration”** shall mean and refer to this **AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR CAMELOT PARK, UNIT 2 (F/K/A TOWNE EAST RESIDENTIAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR CAMELOT PARK, UNIT 2** , as it may be amended or supplemented from time to time.

(11) **“Home”** shall include, but not be limited to, both the main portion of the residential dwelling constructed on the Site and all projections or extensions thereof, including garages, outside platforms, carports, covered walks, canopies, porches, and walls.

(12) **“Member”** shall mean and refer to all those persons or entities who hold record title to a Site.

(13) **“Notice”** shall mean delivery of any document by mail with postage prepaid to the last known address according to the records of the Association of the person or entity who appears as Owner in the records of the Association.

(14) **“Owner” or “Homeowner”** shall mean the record title holder of a Site.

(15) **“Rules”** means the rules governing the use and occupancy of the Common Property and Site adopted by the Association Board of Directors as provided herein, in the Articles of Incorporation and Association Bylaws.

(16) **“Site”** shall mean and refer to any lot or plot of land shown upon any recorded subdivision map of the properties and land described in Exhibit “A,” with the exception of Common Properties as hereto defined. Exhibit “A” is attached.

(17) **“The Properties”** shall mean and refer to all such existing properties, and additions thereto, as are subject to this Amended Declaration or any Supplemental Declaration under the provisions of Article 3, hereof.

<p style="text-align: center;"><b>ARTICLE 2</b> <b>GENERAL CONDITIONS</b></p>
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**2.1 The Association.** The operation of the The Properties in accordance with this Declaration and other authority shall be by **CAMELOT PARK, UNIT 2 HOMES ASSOCIATION, INC. (F/K/A TOWNE EAST HOMES ASSOCIATION, INC.)** (herein, “the Association”). The Association shall own title to common property in the Subdivision not dedicated and accepted by the public.

**2.2 Purposes of Association.** The purposes of the Association include, without limitation, those contained within this Declaration, the Articles of Incorporation, Bylaws and Chapter 720, Florida Statutes.

**2.3 Membership and Voting.** Every person or entity who is a record Owner of a fee or undivided fee interest in any Site shall be a member of the Association. The Bylaws shall provide the method of voting.

**2.4 Duration.** The covenants and restrictions contained herein run with the land and which shall be binding, until January 1, 2037, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then Members of the Association and to which these same and identical covenants and restrictions are imposed, it is agreed to remove said covenants in whole or in part.

**2.5 Government Regulation.** To the extent any law, ordinance, or regulation of the State of Florida and Leon County shall exceed the requirements hereof, that law, ordinance, or regulation shall prevail.

**2.6 Additional Covenants and Restrictions.** No Member, without the prior written approval of the Board of Directors, may impose any additional covenants or restrictions on any part of The Properties.

<p style="text-align: center;"><b>ARTICLE 3</b> <b>PROPERTY</b></p>
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**3.1 Existing Property.** The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described in **Exhibit "A"** attached hereto. Additional properties in Camelot Park, Unit 2, may become subject to this Declaration by recordation of additional Declarations containing essentially the same substance as in the instant indenture in the sole discretion of the Board of Directors. Any subsequent Declarations of Covenants and Restrictions shall interlock all rights of Members to the Association to the end that all rights resulting to Members of the Association shall be uniform among all members; provided, however, that the Federal Housing Administration and the Veterans Administration determine that the annexation is in accord with the general plan heretofore approved by them, if such approval is required.

**3.2 Delegation of Use.** Any Owner may delegate his or her right of enjoyment in the Common Property to members of his or her family, tenants or social guests, subject to the provisions of this Declaration and the Articles of Incorporation, Bylaws and Rules of the Association.

**3.3 No Waiver of Use.** No Owner may be exempt from personal liability for assessments duly levied by the Association, nor release the Site owned by him or her from the liens and charges thereof by waiver of the use and enjoyment of the Common Property or non-use thereof, or the abandonment of the Site.

<p style="text-align: center;"><b>ARTICLE 4</b> <b>EASEMENTS</b></p>
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**4.1 Owners' Easements of Enjoyment to The Properties.** Every Owner and his or her respective licensees, guests, invitees, agents, servants, and employees shall have a non-exclusive easement of enjoyment in and to the Common Properties, which shall be appurtenant to and shall pass with the title to every side, subject to the following:

(a) The right of the Association to suspend the voting rights and right to use of the Common Properties as provided by law.

(b) The right of the Association to charge reasonable deposits, fees, and/or assessments.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or

transfer has been recorded.

**4.2 Easements for Utilities and Drainage.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

**4.3 Easements as Appurtenances.** All easements described above or on any recorded plat shall be private easements created solely for the benefit of the Association and Owners, their successors and assigns and all said easements and other rights created herein for an Owner shall be appurtenant to the Site of that Owner and all conveyances of title to the Site shall include a conveyance of the easements and rights as are herein provided, even though no specific reference to such easements and rights appear in any such instruments.

<b>ARTICLE 5</b> <b>ASSESSMENTS</b>
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**5.1 Creation of Lien and Personal Obligation of Assessments.** Each Owner of any Site (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance) including without limitation any purchaser at a judicial sale, shall hereinafter be deemed to covenant and agree to all the terms and provisions of this Declaration and to promptly pay to the Association all regular annual assessments, special assessments, and all fines, fees or other charges levied by the Association, as provided herein (for the purposes of this article collectively referred to as "assessments"). No owner may waive or otherwise avoid liability for the assessments provided herein by any means including but not limited to non-use of the Common Properties or by abandonment. Upon conveyance of a Site, the new and former Owners of the Site shall personally be jointly and severally liable for all unpaid fines, charges, and assessments, together with interest, late charges, costs and attorney's fees. Any party taking title to a Site where such lien has been recorded by the Association, takes title subject to such lien and the foreclosure of same if all amounts are not paid to the Association. The execution and recording of such notice shall not, however, be required in order for the continuing lien for assessments and related interest, late charges, costs and attorney's fees to be valid, as such lien relates back to the original recording of this Declaration.

**5.2 Purpose of Assessments.** Except as otherwise provided herein with regard to the regular annual assessments, special assessments, fines, fees and other charges levied by the Board shall be used for the purposes of promoting the recreation, health, safety and welfare of the Members and residents of the Subdivision and in particular for the improvement and maintenance of the Common Areas, any utilities or services so desired by the Board as elsewhere set forth in greater detail herein, and any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, security services, Common Properties maintenance, repair, restoration, repair or construction, drainage or compliance with any governmental requirements which may be imposed on the Subdivision, labor, equipment, materials, management, operations, maintenance and supervision thereof, protecting and preserving property values, as well as for such other purposes as are permissible activities of, and which may be undertaken by, a corporation not for profit organized and existing under the laws of the State of Florida and a homeowners association

under Chapter 720, Florida Statutes, and any expenses that the Board shall reasonably incur on behalf of the Association.

**5.3 Annual Assessments.** The amount of regular annual assessments shall be determined by the Board as provided below after giving due consideration to the current maintenance, operational and other costs and the future needs of the Association. Assessments may include amounts established for reasonable reserves. The basis and the maximum of annual assessments is as provided in Article 5.6. The due date of regular annual assessment shall be February 1<sup>st</sup> of each year. A regular annual assessment not paid in full by March 1<sup>st</sup> shall be considered late.

**5.4 Special Assessments.** In addition to regular annual assessments, special assessments may be levied by the Board against all Sites for the purpose of defraying, in whole or in part, any capital improvement or any other unbudgeted expense, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the consent of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purposes of the meeting. Special assessments shall be due on the date(s) established by the Board.

**5.5 Resale Assessment.** Any Site sold or transferred after the recording of this Amended and Restated Declaration shall be subject to a resale assessment of \$250.00, which shall be due within thirty (30) days of the new owner taking title to the Site. The Resale Assessment shall not apply to transfers made for estate or tax planning purposes. The Board of Directors determination as to whether a transfer is made for estate or tax planning purposes shall be binding.

**5.6 Uniform Assessments.** Except as may be permitted by law or herein, regular annual assessments and special assessments shall be divided prorata according to the number of Sites.

**5.7 Basis and Maximum of Annual Assessments.** Until the year beginning January, 2023, the annual assessment shall be (\$45.00) per Site. From and after January 1, 2023, the annual assessment may be increased by a majority vote of the Members. Any increase shall have the assent of a majority of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance of the proposed increase.

**5.8 Budget.** The Board of Directors shall adopt an annual budget and make copies thereof available to all members at least thirty (30) days prior to the first day of the upcoming fiscal year. Failure to fix the amount of the regular annual assessment within the time period set forth above will not preclude the Board from fixing the regular annual assessment at a later date. In the event the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year, and the regular annual assessment for the immediately preceding year shall continue for the current year.



**5.9 Notice.** Upon the adoption of a new budget, amended budget, and/or special assessment, each Owner shall be provided notice of same, by mail, email, or personal delivery.

**5.10 Non-payment of Assessment and Remedies of Association.** If any assessment is not paid on the date due, then such assessment shall become delinquent and shall, together with such interest, late charge, costs and attorney's fees of collection, be a continuing lien on the Site against which such assessment is made, binding upon the Owner thereof, his or her heirs, personal representatives, tenants, successors and assigns. If any such assessment is not paid by the due date, then a late charge equal to the greater of five percent (5%) or twenty-five dollars (\$25) of the amount due shall be levied and the assessment shall bear interest from the date of delinquency at the maximum annual rate permitted by law. Any partial payment shall be applied first to interest, late charges, costs and attorney's fees and then to the assessments first due. In any action at law or for foreclosure of a lien, the Association shall be entitled to recovery of attorneys' fees and costs. An action to recover a money judgment for the unpaid assessments made be filed without waiving a claim of lien.

<b>ARTICLE 6</b> <b>INSURANCE</b>
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**6.1 Insurance by Association.** The Association shall obtain and continue in effect as a Common Expense the following types of insurance:

(a) Comprehensive policy of public liability insurance covering the Common Property with limits to be approved by the Board, covering claims for personal injury and/or property damage.

(b) A policy of fire and casualty insurance with extended coverage for the full replacement value of all improvements to the Common Property, if determined desirable and feasible by the Board. The Association shall likewise insure tangible personal property owned by it.

(c) Directors and Officers liability insurance.

(d) Such other insurance in such other amounts and coverages as the Board shall from time to time determine to be appropriate and desirable.

**6.2 Owner's Insurance.** Each Owner shall be responsible, at his or her own discretion, for obtaining and maintaining their own insurance coverage for his or her site, home, household interiors, household contents, personal property, and individual homeowners personal liability. The Association shall not obtain any such insurance on behalf of an Owner.

**6.3 Destruction of Insured Property.** Immediately after damage or destruction by fire or other casualty to all or any part of the Subdivision covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and

adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

<b>ARTICLE 7</b> <b>ARCHITECTURAL CONTROL</b>
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**7.1 Architectural Review Committee.** For the purpose of carrying out the Architectural Review process, the Board shall establish an Architectural Review Committee (“the ARC”), which shall have jurisdiction to review all construction, installation, and alteration of improvements on any Site in the Subdivision and for landscaping changes resulting in the addition or removal of more than a single tree, grading, or the change in elevation of a Site. Final approval of all construction and installation of improvements subject to this Article 7 shall be reserved to the ARC. The ARC shall consist of not less than three (3) members. The members of the ARC shall be appointed by the Board. A member of the ARC may at the same time serve as a member of the Board, and if the Board determines it may sit as the ARC. Members of the ARC shall serve terms established by the Board. The establishment of the number of members, method of selecting a chairperson and other similar provisions for the composition of the ARC shall be as provided from time to time by the Board.

**7.2 Architectural Standards.** The ARC may, with the approval of the Board from time to time, adopt and promulgate architectural standards for the Subdivision. The standards may not be contrary to the provisions of this Declaration or the Bylaws and shall be consistent with the architectural, structural, aesthetic and environmental concepts provided in this Declaration. All standards shall be adopted and applied on uniform basis, and may be reviewed or expanded from time to time to take cognizance of new materials, techniques and proposals. All architectural standards shall be deemed to include the mandatory architectural obligations, prohibitions and guidelines contained in this Declaration.

**7.3 Procedure.** There shall be submitted to the ARC a written application setting forth plans (site, grading, landscape, floor, etc.), colors, materials, location and other specifications for any activity for which review is required. A written application shall be adopted by the Board, which details all information required from the Owner, including the identity of the individual or company intended to perform the work and the projected commencement and completion date. Except for an Owner serving as his or her own contractor, any contractor or service provider performing construction work on a Site in a subdivision shall be properly licensed in the State of Florida and/or local governments, and must provide proof of insurance coverage.

(a) The proposed improvements will be approved if, in the sole opinion of the ARC: (1) the improvements will be of an architectural style and of materials that are compatible with the other structures in the Property; (2) the improvements will not violate any restrictive covenant, architectural standard or encroach upon any easement or set back lines; and (3) the improvements will not result in the reduction in property value or use of adjacent property. If

approval is not issued within thirty (30) days of the submission of the written application required by Article 7.3, the application shall be deemed denied.

(b) The Board of Directors of the Association has the right, but not the obligation, to grant waivers for minor deviations and infractions related to any requirements in this Article 7 or any architectural standards. The granting of any waiver for any portion of the Property may be given or withheld in the Board's sole discretion and a prior grant of a similar waiver shall not impose upon the Board the duty to grant new or additional requests for such waivers.

(c) The Association and ARC, and any officer, employee, director or member thereof, shall not be liable for damages to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association or ARC, or any officer, employee, director or member thereof, to recover any such damages.

**7.5 Architectural & Site Design Standards & Criteria.** The following architectural and site standards and criteria are imposed upon and shall apply to Sites:

(a) **Residence Square Footage Requirements.** The ground floor area of the main structure shall not be less than 1200 square feet for a two or three bedroom house, both areas to be exclusive of open porches, carports and/or garages. In the case of a one and one-half or two story structure, the ground floor area shall not be less than 600 square feet, exclusive of open porches, carports and/or garages.

(b) **Residence Orientation on Site.** All dwellings shall be constructed facing the front of the Site.

(c) **Height Limitation.** No dwelling or other structure shall be allowed to exceed two and one-half (2 1/2) stories in height.

(d) **Setbacks.** The applicable setback lines for any residence, accessory structure, or other similar improvement shall be as follows: 10' for interior side lot lines, 20' for corner side lot lines, 25' for front lot lines and rear lot lines.

(e) **Accessory Buildings.** Usual and customary outbuildings, including but not limited to sheds, pergolas, and similar structures, shall, where feasible, be constructed of the same material as the main residence structure and not visible front the street fronting the dwelling.

(f) **Fencing.** No fencing shall be installed on a Site unless approved by the ARC. Except as otherwise provided herein, no fence of any kind shall be placed or constructed

nearer to the front property line than the building setback line or the front corner of the residence, whichever is greater. No fence shall be located nearer than 2 inches to an interior property line.

(g) **Driveway and Walkway Construction.** All driveways shall be constructed of concrete. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion. All walkways and sidewalks shall be constructed of concrete and shall meet City of Tallahassee specifications and requirements.

(h) **Site Distance At Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting them at points 26 feet from the intersection of the property lines extended. The same sight line limitations shall apply within 10 feet from the intersection of a street property with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(i) **Window Air Conditioning Units.** Window air conditioning units may only be installed at the rear of the dwelling and only if not visible from any street.

(j) **Construction/Installations within Easements.** Within the easements of the Subdivision, no structure, planting, or other material shall be placed or permitted to remain which may damage or which may change the direction of flow drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each site and all improvements in it shall be maintained continuously by owner thereof, except for those improvements for which a public authority or utility company is responsible.

(k) **Construction Completion.** When construction of any building, structure or improvement has commenced, work thereon shall be prosecuted diligently until the full completion thereof. The dwelling, structure or improvement must be completed within twelve (12) months for a dwelling and within six (6) months for any other structure or improvement after commencement of construction upon the Site, unless completion is rendered impossible such as a direct result of strikes, fire, national emergencies or natural calamities.

**7.6 Records.** The records of all architectural review proceedings shall be maintained by the Association.

**7.7 Address for Notice.** Requests for ARC approval or correspondence with the ARC shall be addressed to the Architectural Review Committee CAMELOT PARK, UNIT 2–HOMES ASSOCIATION, INC. and mailed or delivered to the principal office of the Association or such other address as may be designated from time to time by the ARC. No correspondence or request for approval shall be deemed to have been received until actually received by the ARC in a form satisfactory to the ARC.

<b>ARTICLE 8</b> <b>USE RESTRICTIONS</b>
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In order to provide for congenial occupancy of Sites and Homes within the Subdivision and to better protect the values of the Homes, the use of the Property identified in Article 3.1 this Declaration shall be restricted by and in accordance with the following provisions as long as the Subdivision exists:

**8.1 Persons Bound.** All provisions of this Declaration, the Bylaws of the Association and Board adopted Rules and Regulations which govern the conduct of persons shall apply to all Owners, tenants, occupants, guests, invitees, licensees, contractors, and visitors. Every Owner shall cause all tenants, occupants, guests, invitees, licensees, contractors, and visitors of his/her Site to comply with this Declaration, the Association Bylaws, and any Board adopted Rule or Regulation and shall be responsible for all violations and losses to the Common Areas caused by such tenant, occupants, guests, invitees, licensees, contractors, and visitors, notwithstanding the fact that such tenants, occupants, guests, invitees, licensees, contractors, and visitors are fully liable and may be sanctioned for any violation of this Declaration, the Bylaws of the Association, or Board adopted Rule or Regulation.

**8.2 Residential and Business Uses.** The Sites and the Common Areas shall be used for single-family residential purposes only. No trade or business may be conducted on any Site or on the Common Areas, except that an Owner, tenant or other occupant may have a home office within the Home so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Home; (2) the business activity conforms to all zoning requirements for the Subdivision; (3) the business activity does not involve persons coming onto the Subdivision who do not reside in the Subdivision or door-to-door solicitation of residents of the Subdivision; and (4) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Board.

**8.3 Limitations Regarding Subdivision of Lots.** Nothing herein shall prevent any dwelling being built on more than one (1) lot as shown on the recorded Plat, but no lot so shown shall be subdivided to make more than one (1) building plot.

**8.4 Nuisances, Offensive or Illegal Activities.** No portion of the Subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the Subdivision that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Subdivision. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant,

or of a nature as may diminish or destroy the enjoyment of the Subdivision or which will increase insurance rates on any Site or on the Common Areas.

**8.5 Signs.** No sign, billboard or notice of any kind may be kept or placed upon any Site or mounted, painted or attached to or in any Home or other improvement upon such Site so as to be visible from public view or mounted on or in any vehicle parked or driven in the Subdivision except that an Owner may display: a) one (1) home security sign; b) one (1) "For Sale" or one (1) "For Rent" sign not larger than five (5) square feet; and c) one (1) political sign not larger than five (5) square feet supporting a candidate or ballot item, which such political sign may not be posted more than thirty (30) days before or more than ten (10) days after the election or vote. Signs permitted herein must be maintained in a neat and attractive condition.

**8.6 Building Type and Temporary Structures.** Except for one (1) detached single-family dwelling and any building or structure contemplated in Article 7.5(e), no building or structure shall be erected, altered, placed, or permitted to remain on any site. No building or structure shall exceed two (2) and one-half stories in height. Notwithstanding any other portion of this Declaration, no structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding of any type shall be located on any Site at any time, except during approved construction, unless placed behind the residence in a manner in which it will not be visible from any street.

**8.7 Temporary Residence.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on a Site as a residence or for overnight occupancy temporarily or permanently.

**8.8 Vehicles and Trailers.** No boats, trailers of any kind, motor homes, campers, or other recreational equipment shall be parked or stored within the Subdivision unless within a closed garage or at the rear of the residence; however, in no event shall any such vehicles be visible from the street which runs in front of the Site.

**9.1 Home and Site Maintenance.** All Sites, the dwellings, and all the improvements thereon shall be maintained in a well-kept appearance and shall be free of mold, mildew, cracks, rot, fading or any other visually unappealing condition. Any installed landscaping, bed areas, and lawn areas shall be free of debris and shall be maintained in a well-kept appearance that is routinely mowed, cut, weeded and/or trimmed. Vegetation or other soil cover shall be maintained on all open areas of a Site to prevent run-off, erosion or obvious eyesores. In addition to maintenance upon the Common Properties, the Association shall have the right to provide maintenance upon any Site not complying with this Article 9.1. Such maintenance may include: 1) paint, 2) repair, replace, and care of roofs, gutters, downspouts, exterior building surfaces, and other improvements, 4) the mowing of grass and weeds, the trimming of shrubs, or 5) the removal of trash and litter. The cost of such maintenance, repair, replacement, or care shall be assessed against the Site upon and shall be added to and become part of the annual assessment or charge to which such Site is subject under this Declaration.

**9.2 Mailboxes.** Mailboxes shall be maintained in a neat, attractive and fully functioning condition.

**9.3 Pools, Patios, Spas and Enclosures.** Subject to ARC approval and compliance with applicable setbacks and any locational and design requirements, swimming pools, patios, spas and enclosures are permitted.

**9.4 Trash Containers.** All trash, garbage and other waste shall be stored in sanitary, covered garbage containers. Such garbage containers shall be stored in a way as to not be visible from the street and adjacent Sites. The garbage containers shall not be placed at the roadway for pickup sooner than the evening before a scheduled pick up and shall be removed and stored within twenty-four (24) hours of the scheduled pickup.

**9.5 Hanging of Laundry and Clotheslines.** No hanging of clothes, towels, or other laundry shall be permitted on any Site except in such a manner that is not visible from streets or other Sites.

**9.6 Energy Generating/Saving Devices.** The installation or addition of solar panels, windmills or other forms of energy-generating or saving equipment is subject to the approval of the ARC. Such equipment shall be installed or constructed in such manner that it will conform to the architectural design of the approved dwelling. Energy-generating or saving equipment shall be concealed from view from the street by placement at the rear of the Home as practicably possible and/or by the installation of appropriate screening, and shall, as determined by the ARC, in its sole discretion, conform to the overall development and aesthetic scheme of the Subdivision.

**9.7 Permitted Television Antennae.** With the consent of the ARC, a satellite television antenna which is: (a) no larger than 1 meter in diameter; (b) placed on the ground, or on a post no higher than five (5) feet, or attached to a Home either on the side or at the rear; (c) screened by a hedge or fence which is approved by the ARC; (d) compatible with the residential character and appearance of the Subdivision; (e) in compliance with such other written specifications that the ARC shall promulgate in writing from time to time; and (f) in compliance with this Declaration may be installed on a Site. This restriction will not be enforced if it: (i) unreasonably delays or prevents installation, maintenance or use of a protected antenna, as defined hereafter; (ii) unreasonably increases the cost of installation, maintenance or use of such antenna or (iii) precludes reception of an acceptable quality signal. A protected antenna is one designed to receive broadcast satellite service, including direct to home satellite services, including distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services and that is one meter or less in diameter or diagonal measurement, or an antenna that is designed to receive television broadcast signal.

**9.8 Animals.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Site, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. All persons keeping animals shall be required to clean up after their animals and shall not allow their animals to cause health hazards, noise disturbances, or other nuisances to residents in the Subdivision. The Owner of an animal assumes

liability for all damage to persons or property caused by the animal or resulting from its presence in the Subdivision. Animals shall be kept and maintained in compliance with all laws, ordinances, and regulations. Animals are not permitted to wander or roam freely about the Subdivision.

**9.9 Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or maintained for any commercial purpose.

**9.10 Leasing of Home.** No Owner shall: 1) lease less than the entire Home (individual room leases are explicitly prohibited); 2) lease a Home for a period of less than six (6) months; or 3) lease a Home more than three (3) times in any calendar year. In addition to the foregoing, no Home shall be advertised as being available for rental, lease, license or temporary occupancy for a term of less than six (6) months. For the purpose of this Article 9.10, the term "lease" shall include any type of occupancy that allows a person or person(s) to reside in a Home overnight for the exchange of consideration of any kind, whether the exchange of consideration is with a third party or the Owner. Notwithstanding the foregoing, after each conveyance or other transfer of a Site subsequent to the recording of this Article in the public records, a Site shall not be rented during the initial two (2) years of ownership. However, this two (2) year rental prohibition shall not apply to: a) transfers made primarily for estate planning purposes which are for nominal consideration (including without limitation transfers to an Owner's spouse, transfers directed by an Owner's will to beneficiaries or heirs or into a trust), b) Sites owned by the Association, or c) Sites owned by an institutional first mortgagee acquired through foreclosure or the acceptance of a deed in lieu of foreclosure. In the event of a dispute concerning the primary purposes of a transfer, the Association's Board of Directors shall determine the purpose of the transfer, which decisions shall be final unless wholly arbitrary and capricious.

**9.11 Additional Covenants and Restrictions.** No Owner, without the prior written consent of the Association, may impose any additional covenants, or restrictions on any part of the Subdivision.

**9.12 Rules and Regulations.** The Board of Directors may adopt reasonable rules consistent with this Declaration governing the use of the common areas and Sites.

<b>ARTICLE 10</b> <b>AMENDMENT</b>
---------------------------------------

Amendments to this Declaration shall be proposed and adopted in the following manner:

**10.1 Proposal.** A proposal for any amendment to this Declaration may be made by the Board of Directors or upon the written request of not less than twenty (20%) percent of the voting interests of the Association. Notice of the subject matter of any proposed amendment shall be included in or with the notice of the meeting of the Members at which the amendment is to be proposed and considered.



**10.2 Approval.** This Declaration may be amended by an affirmative vote of at least a majority of all Members.

**10.3 Limitation and Recording.** No amendment shall make any changes in the qualifications for membership or in the voting rights of Members, without approval in writing by all Members so affected. A copy of each amendment shall be recorded in the Public Records along with a Certificate of Amendment.

<b>ARTICLE 11</b> <b>ENFORCEMENT</b>
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**11.1 Independent Covenant.** Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions, shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

**11.2 Enforcement.** This Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or by any Owner, their respective legal representatives, heirs, successors, and assigns. The Association shall have the duty to enforce and require compliance of the provisions of this Declaration and any Rules authorized hereby against Owners, their tenants and guests on behalf of the Association membership. Enforcement may be by fines as provided by law and/or proceedings for injunctive relief, declaratory relief and/or damages. A fine of up to \$100 may be imposed for a single violation per day the violation continues up to a maximum of \$2,500.00. As provided by law, a fine may become a lien on a Site and is collectible as an assessment. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and costs. In addition, and after written notice and a reasonable opportunity to cure, the Association may enter upon a Site to correct a violation if an Owner fails or refuses to correct a violation of this Declaration. Entry upon a Site pursuant to this Section by the Association or its agents or contractors shall not be a trespass. The Association may charge an Owner for any reasonable expense, including attorney's fees and costs, incurred pursuant to this Article 11.2 and that charge shall be payable and collectible in the same manner as an assessment by the Association as provided in the Declaration. The failure to enforce any provision of this Declaration or Rules shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

**11.3 Election of Remedies.** All rights, remedies and privileges granted to the Association hereunder shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by Association documents, or at law or in equity.

<p style="text-align: center;"><b>ARTICLE 12</b> <b>MISCELLANEOUS</b></p>
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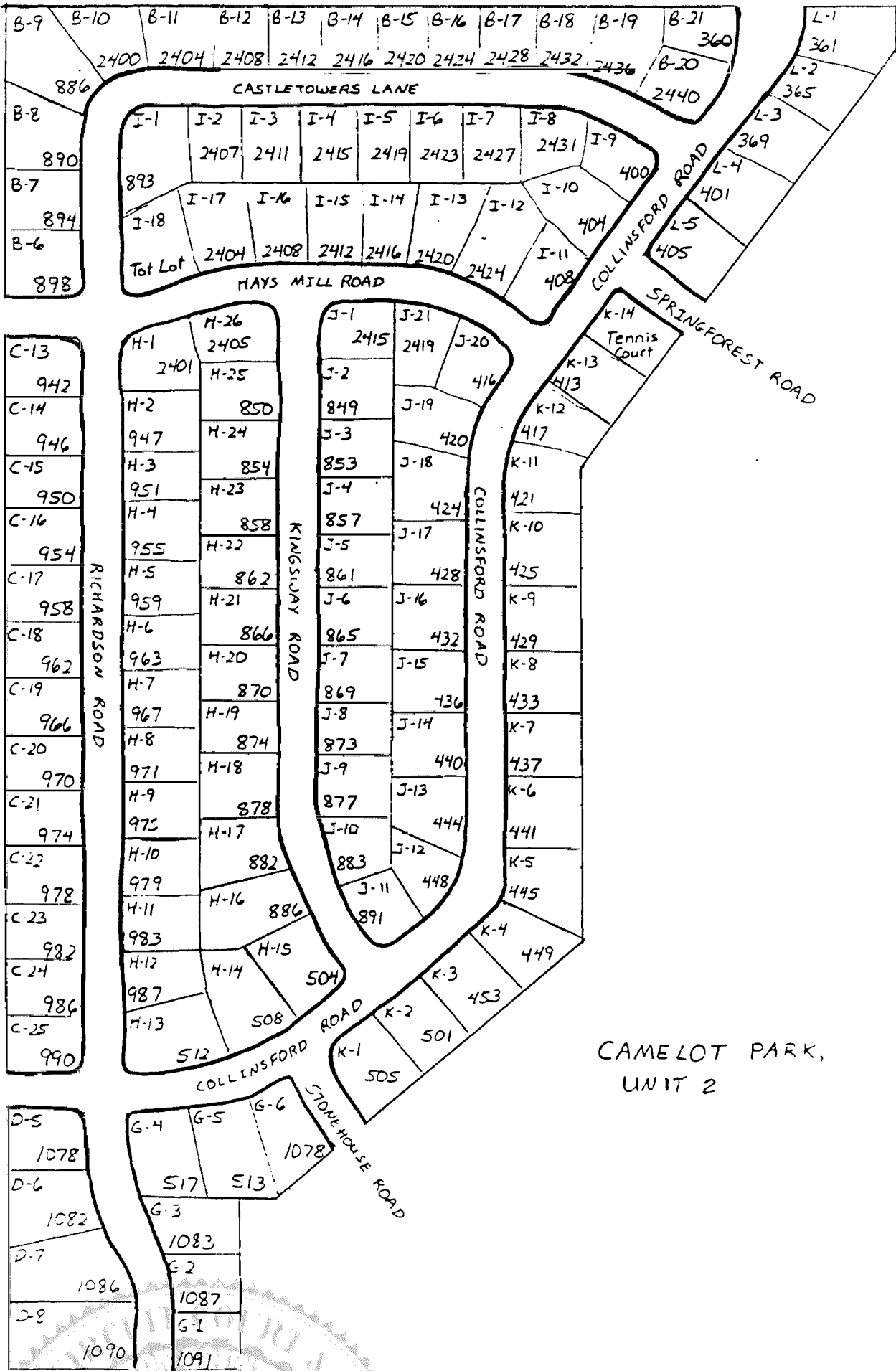
**12.1 Interpretation.** The Board shall have the right except as limited by any other provisions of this Declaration or the Bylaws to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the maintenance of Common Areas and the facilities located thereon.

**12.2 Prohibited Actions.** Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

**12.3 Singular, Plural and Gender.** Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

**12.4 Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Property.

**12.5 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner impair or otherwise invalidate any other provision which shall remain in full force and effect.



CAMELOT PARK,  
UNIT 2

Prepared by and return to:  
Justin J Givens, Esquire  
Anderson, Givens & Fredericks, P.A.  
PO Box 12613  
Tallahassee, FL 32317

Exhibit "B"

**AMENDED AND RESTATED**

**ARTICLES OF INCORPORATION  
OF  
CAMELOT PARK, UNIT 2 HOMES ASSOCIATION, INC.  
(F/K/A TOWNE EAST HOMES ASSOCIATION, INC.)  
a Florida corporation, Not-for-Profit**

*[Substantial Rewording of the Articles of Incorporation. See existing  
Articles of Incorporation for present text.]*

These are the Articles of Incorporation of the TOWNE EAST HOMES ASSOCIATION, INC., a not-for-profit corporation under Chapter 617, Florida Statutes:

**ARTICLE 1  
NAME**

The name of the corporation shall be CAMELOT PARK, UNIT 2 HOMES ASSOCIATION, INC. (F/K/A TOWNE EAST HOMES ASSOCIATION, INC.) (hereinafter referred to as the "Association").

**ARTICLE 2  
PRINCIPAL OFFICE**

The principal office of the Association shall be located at 2400 HAYS MILL RD TALLAHASSEE, FL 32301. The Association Board of Directors may change the location of the principal office of the Association and its mailing address from time to time as provided by law.

**ARTICLE 3  
DURATION**

The period of duration of the Association is perpetual.

**ARTICLE 4  
PURPOSE**

The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its Members. By way of explanation and not limitation, the purposes for which the Association is organized are:

(a) To be and constitute the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as set forth in the Declaration, these Articles of Incorporation and the Bylaws of the Association as provided by law; and

(b) To provide an entity for the maintenance, management, and control of certain property located in Leon County, Florida, which property is subject to the DECLARATION OF COVENANTS AND RESTRICTIONS FOR CAMELOT PARK, UNIT 2, (hereinafter "Declaration"), which is recorded in the Public Records of Leon County, Florida, as same shall from time to time be amended and supplemented.

(c) To provide for the ownership, operation, maintenance, and preservation of any common areas and for the maintenance and improvement of any easements granted to the Association within the lands subject to the Declaration and such additional properties as may be added thereto from time to time by annexation or otherwise as provided in the Declaration and in these Articles; and

(d) To promote the health, safety, and welfare of its members and the residents within the Association Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association.

## **ARTICLE 5 POWERS**

The powers of the Association shall include and be governed by the following provisions:

General Powers. In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or Bylaws of the Association, may be exercised by the Board of Directors:

(a) All of the powers conferred upon not-for-profit corporations by common law and Florida Statutes in effect from time to time; and

(b) All of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws and the Declaration, including, without limitation, the following:

- (1) The power to fix, levy and collect adequate Assessments against Lots, as provided in and subject to the Declaration;
- (2) The power to expend monies assessed and collected for the purpose of paying the expenses of the Association, including without limitation costs and expenses as provided in the Declaration;

- (3) The power to manage, control, operate, maintain, repair and improve the Common Areas;
- (4) The power to purchase supplies and materials and lease equipment required for the maintenance, repair, replacement, operation, and management of the subdivision as provided in the Declaration;
- (5) The power to insure and keep insured Association Property and the Common Areas;
- (6) The power to employ the personnel required for the operation and management of the Association and the subdivision;
- (7) The power to pay utility bills for utilities serving the Common Areas, if any;
- (8) The power to pay all taxes, licenses, assessments or other governmental assessments which are liens against the Association Property or Common Areas;
- (9) The power to establish and maintain a reserve fund for capital improvements, repairs, and replacements;
- (10) Subject to applicable laws, ordinances and governmental regulation the power to control and regulate the use of the Lots and Common Areas, if any;
- (11) The power to acquire (by gift, purchase or otherwise), own hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, mortgage, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (12) The power to make reasonable Rules and Regulations and to amend the same from time to time;
- (13) The power to enforce by any legal means the provisions of these Articles, the Bylaws, the Declaration and the Rules and Regulations promulgated by the Association from time to time;
- (14) The power to borrow money, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred and to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks and the person or persons by whom the same shall be signed, when not signed as otherwise provided in the Bylaws;

- (15) The power to enter into a contract with any person, firm, corporation, or management agent of any nature or kind to provide for the maintenance, operation, and administration of the Association and the subdivision;
- (16) The power to appoint committees as the Board of Directors may deem appropriate;
- (17) The power to collect delinquent Assessments and fines by suit or otherwise, to abate nuisances and to fine, suspend use or voting rights, enjoin or seek damages from Owners for violation of the provisions of the Declaration, these Articles of Incorporation, the Bylaws or the Rules and Regulations;
- (18) Subject to the terms of the Declaration, the power to bring suit and to litigate on behalf of the Association;
- (20) The power to grant easements as to the Common Area to public and private utility companies, and to the public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the properties, and the providing of utility and other services thereto and;
- (21) Participate in mergers and consolidations with other non-profit corporations organized for similar purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have been approved by (i) a majority of the Board of Directors; and (ii) sixty-six and two thirds (66 2/3) percent of the voting interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present;
- (22) The power to possess, employ, and exercise all powers necessary to implement, enforce, and carry into effect the powers above described.

**Emergency Powers.** For purposes of this Article only, an emergency exists during a period of time that the Subdivision, or the immediate geographic area in which the Subdivision is located, is subjected to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Subdivision. During an emergency as defined herein, the Association's Board of Directors may exercise the emergency powers provided to Florida corporations by Section 617.0207 and Section 617.303, Florida Statutes, and as may be provided in Chapter 720, Florida Statutes.

**Limitations and Restrictions.** The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or

hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article.

## **ARTICLE 6 QUALIFICATIONS OF MEMBERSHIP**

General. The Association shall be a membership corporation without certificates or shares of stock. The record title owner ("Owner") of each Lot or Unit within the lands subject to the Declaration ("Lot") shall be a Member of the Association and shall be entitled to vote as provided in the Declaration and the Bylaws. The rights and obligations of a Member may not be assigned or delegated except as provided in the Declaration, these Articles of Incorporation, or the Bylaws of the Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Lot. Change of an Owner's membership in the Association shall be established by recording in the Office of the Clerk of the Circuit Court of Leon County, Florida, a deed or other instrument establishing record title to a Lot. Upon such recordation, the Owner designated by such instrument shall become a Member of the Association and the membership of the prior Owner shall terminate.

Limitation on Transfer of Shares of Assets. A member cannot assign, hypothecate or transfer in any manner his or her share in the funds and assets of the Association, except as an appurtenance to the member's Lot.

## **ARTICLE 7 VOTING RIGHTS**

Subject to the restrictions and limitations hereinafter set forth, all Members shall be entitled to one (1) vote for each Lot that they own. When one or more persons hold such interest or interests in any Lot, all such persons shall be Members, but only one (1) vote may be cast for the Lot in the manner provided in the Association's Bylaws. Except where otherwise required under the provisions of the Governing Documents or by law, the affirmative vote of the Owners of a majority of Lots represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.

## **ARTICLE 8 BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board consisting of at least (5) directors, as provided in the Bylaws. Elections shall be conducted in the manner provided in the Bylaws.



**ARTICLE 9  
INDEMNIFICATION OF  
OFFICERS AND DIRECTORS**

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Directors or officer is adjudged-guilty of willful and wanton misfeasance or malfeasance in the performance of his duties provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights-to which such Director or officer may be entitled.

**ARTICLE 10  
OFFICERS**

The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and any other such officers as may be designated in the Bylaws. The Bylaws of the Association shall specify the election, term, qualifications and duties of Association officers.

**ARTICLE 11  
REGISTERED AGENT**

The street address of the registered office of this corporation is 1689 Mahan Center Blvd, Suite B, Tallahassee FL 32308, and the name of the Registered Agent of this corporation at that address is Anderson, Givens & Fredericks, P.A.. The Association Board of Directors may change the Association's registered office and registered agent from time to time as permitted by law.

**ARTICLE 12  
BYLAWS**

The Association Bylaws may be amended in the manner provided by the Bylaws.

**ARTICLE 13  
AMENDMENTS**

These Articles may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting an amendment may be proposed by either the Board of Directors

of the Association or by twenty percent (20%) of the Members of the Association petitioning for a Membership meeting. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in his or her absence, and a Meeting of the Members of the Association shall be called not later than sixty (60) days from the receipt of the proposed amendment or amendments. Except as elsewhere provided, an amendment must be approved by at least a majority of the entire Membership of the Association who are present, in person or by proxy, at a meeting for that purpose.

(c) Limitation and Recording. As elsewhere provided, however, no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of Members without approval in writing by all Members so affected. No amendment shall be made that is in conflict with the Declaration. Amendments to these Articles shall become effective upon recordation unless a later effective date is specified therein.

Prepared by and return to:  
Justin J. Givens, Esquire  
Anderson, Givens & Fredericks, P.A.  
PO Box 12613  
Tallahassee, FL 32317

Exhibit "C"

**AMENDED AND RESTATED**

**BYLAWS**

**OF  
CAMELOT PARK, UNIT 2 HOMES ASSOCIATION, INC.  
(F/K/A TOWNE EAST HOMES ASSOCIATION, INC.)**

*[Substantial Rewording of the Bylaws. See existing  
Bylaws for present text.]*

**ARTICLE 1 – IDENTITY AND PURPOSE**

These are the Bylaws of the CAMELOT PARK, UNIT 2 HOMES ASSOCIATION, INC. (F/K/A TOWNE EAST HOMES ASSOCIATION, INC.) ("the Association"), a Corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were initially filed in the office of the Secretary of the State of Florida on October 23, 1974. The Association has been organized for the purposes of administering the TOWNE EAST RESIDENTIAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR CAMELOT PARK, UNIT 2, ("Declaration") which is located in Leon County, Florida.

**1.1 PRINCIPAL OFFICE.** The principal office of the Association shall be located at 2400 HAYS MILL RD TALLAHASSEE, FL 32301. The Board of Directors of the Association may change the location or address of the principal office of the Association from time to time.

**1.2 CORPORATE SEAL.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation (1974). Alternatively, the words "Corporate Seal" or "Seal" may serve as the seal of the Association.

**ARTICLE 2 – DEFINITIONS**

The terms used herein shall have the same definitions as stated in the Declaration and the Homeowners' Association Act (Chapter 720, Florida Statutes), unless the context requires otherwise. If there is a dispute over the proper definition of a vague or ambiguous term which is not otherwise defined by the Declaration or by the Homeowners' Association Act, the

**PROPOSED AMENDED AND RESTATED BYLAWS FOR  
CAMELOT PARK, UNIT 2 HOMES ASSOCIATION, INC.**

Association's Board of Directors shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.

### **ARTICLE 3 – MEMBERSHIP**

**3.1 Eligibility.** Any person or entity that holds title in fee simple to a lot in the Subdivision shall by virtue of such ownership, automatically be a member of the Association.

**3.2 Change of Membership.** Change of membership in the Association shall be established by recording a deed (or other instrument establishing a fee interest in any Lot in the Subdivisions) in the Public Records at which time the membership of the prior owner is terminated. The prior owner shall notify the Association of the proposed transfer of ownership. The new Owner shall furnish the Association with a certified copy of the deed (or other instrument) within thirty (30) days after transfer of ownership.

**3.3 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 the Lot.

### **ARTICLE 4 – VOTING**

**4.1 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. If a Member owns more than one Lot, the Member shall be entitled to one (1) vote for each Lot owned. A vote may not be divided.

**4.2 Voting Procedure.** All determination of requisite majorities and quorums for all purposes under the Declaration, the Articles of Incorporation and these Bylaws shall be made by reference to the number of Lots owned by Members entitled to vote. 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 Declaration, the Articles of Incorporation, or these Bylaws.

**4.3 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 Article 4.3 as follows:

(a) Single Owner. If the Lot is owned by one (1) natural person, that person shall be entitled to cast the vote for the Lot.

(b) Multiple Owners. If a Lot is owned by more than one (1) person, either as co-tenants or joint tenants, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners and filed with the Secretary of the Association.

(c) 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) Corporation. If a Lot is owned by a corporation, the officers or employees thereof entitled to cast the vote for the Lot shall be designated by a certificate executed by an executive officer of the corporation and attested by the secretary or an assistant secretary of the corporation, and filed with the secretary of the Association.

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

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

(g) Tenants by the Entirety. If a Lot is owned by spouses as tenants by the entirety, they may designate a voting Member in the same manner as other multiple owners. If no certificate designating a voting Member is on file with the Association, and only one (1) of the spouses is present at a meeting, that person may cast the vote for their Lot without the concurrence of the other owner. If both spouses are present, they may jointly cast the vote for their Lot, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the Lot may still be counted for purposes of a quorum.

**4.4 Voting Certificate.** Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. In the absence of a valid certificate [except as provided in Article 4.3(g) regarding spouses owning as tenants by the entirety], a Lot shall not be counted in determining a quorum unless all owners required to execute such certificate are present, in person or by proxy, and such Lot owners shall lose their vote on any particular matter unless they concur on the manner in which the vote of the Lot is to be cast on that matter.

**4.5 Approval or Disapproval of Matters.** Whenever the decision of a Lot owner is required upon any matter, whether or not 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 Declaration or these Bylaws.

**4.6 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. 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.

**4.7 Method of Voting.** Subject to the provisions of the Declaration or Chapter 720, Florida Statutes, voting may be by roll call, voice vote or by written ballot; provided, however, that whenever written approval is required by the Declaration or Chapter 720, Florida Statutes, or whenever any amendment to the Declaration is proposed, or when any borrowing of funds, pledge, or other disposition of common properties or assets is proposed, the voting shall be by written ballot. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by "yeas" and "nays;" provided, that any five voting Members, or the chairman, may require a roll call vote or vote by written ballot.

**4.8 Suspension of Voting Rights.** As provided by law, the voting rights of members may be suspended.

## **ARTICLE 5 – MEMBERS' MEETINGS**

**5.1 Place.** Meetings of the Association Members shall be held at such place as the Board of Directors may designate in the Notice of Meeting.

**5.2 Annual Meeting.** The annual meeting of the Members shall be held on a date determined by the Board no more than thirteen (13) months from the last 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.

**5.3 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 twenty (20%) percent of the total number of votes.

**5.4 Notice of Meetings.** Notice of all meetings of the Members, stating the time, place and objects for which the meeting is called, shall be given by the President or Vice President or Secretary. All such notices shall be given in writing to each Member at his address, as it appears on the books of the Association, or as the Member may have otherwise directed in writing, and shall be mailed or delivered not fewer than fourteen (14) days nor more than sixty (60) days, prior to the date of the meeting. In addition, a notice of each meeting of the membership shall be posted at a conspicuous place within the subdivision at fourteen (14) continuous days prior to the meeting. 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 and that such assessments will be considered. Proof of such mailing or delivery shall be given by affidavit of the person giving the notice. As provided by law, Members who consent in writing may elect to receive electronic notice.

**5.5 Waiver of Notice.** Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of such notice to such Member. A Member's attendance at a meeting shall be deemed a waiver by such Member of notice of the meeting unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at the meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

**5.6 Quorum.** A quorum shall exist when Members entitled to cast not fewer than ten percent (10%) of all votes are present, either in person, by designated voting representative or by proxy.

**5.7 Adjournment of Meetings.** If the Association cannot hold a meeting because a quorum is not present, a majority of the Members who are present may adjourn the meeting to a time at least five (5) but not more than thirty (30) days from the date called for the original meeting. At the reconvened meeting, those present or in person by proxy shall be deemed a quorum and any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Association shall give the Members notice of the date, time and place for reconvening the meeting, as provided herein.

**5.8 Order of Business.** The order of business at annual meetings of the Members, and as far as practical at other meetings of the members, shall be:

- (a) Calling of the roll and certifying of the proxies.
- (b) Proof of notice of the meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.

- (e) Reports of committees.
- (f) Election of Directors.
- (g) Unfinished business.
- (h) New business.
- (i) Announcements.
- (j) Adjournment.

## ARTICLE 6 – ELECTION OF DIRECTORS

**6.1. Number.** The Board of Directors shall consist of at least five (5) Directors. At the next election after the adoption of these amended Bylaws, the three (3) highest vote getting candidates shall be elected to a two (2) year term. The next two (2) highest vote getting candidates shall be elected to a one (1) year term. At each election thereafter, all Directors shall be elected to serve a two (2) year term.

**6.2 Director Qualifications.** Every Director shall be at least eighteen (18) years of age and shall be a Member or the designated voting representative for a Lot. A grantor of a trust described in Section 733.707(3), Florida Statutes, or a beneficiary [as defined in Section 737.303(4)(b), Florida Statutes] of a trust which holds title to a Lot shall be eligible to serve as a Director of the Association, provided that said trustee or beneficiary occupies the Lot. A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the association on the day that he or she could last nominate himself or herself or be nominated for the board may not seek election to the Board, and his or her name shall not be listed on the ballot. A person serving as a Board member who becomes more than ninety (90) days delinquent in the payment of any fee, fine, or other monetary obligation to the association shall be deemed to have abandoned his or her seat on the Board, creating a vacancy on the board to be filled according to law.

**6.3 Election of Directors.** The election of Directors shall be held at the Annual Members Meeting, in the manner provided by law and as follows:

(a) First Notice. Not less than sixty (60) days prior to a scheduled Annual Meeting of the Members, the Association shall provide to each Member, in the manner provided herein for notices, a First Notice of the Annual Meeting of the Members. The notice shall at a minimum state the date, time and place of the meeting and election. The notice shall also invite candidate nominations for the Board of Directors, which shall be provided to the Nominating Committee as provided herein.

(b) Nominations. The Board of Directors may appoint a nominating committee consisting of at least two (2) or more members for the purpose of recruiting capable candidates to submit their names for election and for recommending candidates for election by the Members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.



Any member who is in good standing as provided in Article 6.2 of this Declaration may also nominate him or herself for candidacy by notifying the Nominating Committee or the Board of Directors.

(c) Second Notice. Not less than fourteen (14) days prior to a scheduled Annual Meeting of the Members, the Association shall provide each Member, in the manner provided herein for notices, a Second Notice of the Annual Meeting of the Members. The notice shall at a minimum state the date, time and place of the meeting and election. The Notice shall also contain a limited proxy.

(d) Election. The election shall take place at the Annual Meeting. The Director candidates receiving the greatest number of votes cast shall be elected. Voting shall be non-cumulative. Tie votes shall be broken by agreement among the Director candidates who are tied, or absent such an agreement, by lot, such as the flipping of a coin by a neutral third party or the drawing of straws.

**6.4 Vacancies.** Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

**6.5 Removal.** Any Director may be removed with or without cause by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose or by written recall in accordance with state law. Any vacancy in the Board so created shall be filled by the members of the Association at the same meeting unless otherwise provided by law. Any Director may also be removed upon majority vote of the Board of Directors, if such Director fails to attend three (3) consecutive Board meetings and fails to provide the Board with a legitimate excuse for his absence when requested by the Board. The seat of a Director removed by the Board for his failure to attend Board meetings may be filled by the remaining Board members for the balance of that Director's term.

## **ARTICLE 7 – BOARD OF DIRECTORS**

**7.1 Authority.** The Association shall be managed and governed by the Board Directors. Without limiting the generality of the preceding sentence, or any power vested in it by law, the Board of Directors shall have the power to:

- (a) 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.
- (b) 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 Declaration, 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.

- (c) 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 Declaration and these Bylaws.
- (d) To grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Association.
- (e) To conduct, manage and control the affairs and business of the Association
- (f) To borrow money and to incur indebtedness for the purposes set forth in the Declaration subject to any limitations contained in the Articles of Incorporation, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges hypothecations or other evidences of debt and securities therefor.
- (g) To contract for and pay fire, casualty, errors and omissions, blanket liability, the Owners, the Association, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration covering and protecting against such damages or injuries as the Board deems advisable, which may include without limitation, medical expenses of persons injured on the Common Area and Easement Areas, and to bond the agents and employees of any management body, if deemed advisable by the Board. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Association.
- (h) To impose fines and suspensions for a violation of the Declaration or Rules and Regulations, the Articles of Incorporation or these Bylaws. The maximum aggregate fine for a continuing violation shall be \$5,000.00. Fines that may become a lien under the law shall be deemed an assessment under Chapter 720, Florida Statutes, and the Declaration and shall be collected in the same manner.
- (i) To enter into contracts for the operation, management, administration and maintenance of the Association and the Common Areas.
- (j) To assess late fees and to charge interest for the late payment of assessments.

- (k) Exercise all powers, duties, and authority of the Association, including those provided by Chapters 617 and 720, Florida Statutes, the Declarations, the Articles of Incorporation and these Bylaws, except those expressly requiring a vote of the Members.

**7.2 Compensation.** The Association shall not compensate a Director or Officer for acting as such. The Association may reimburse any Director or Officer for expenses incurred on the Association's behalf if approved by a majority of the other Directors. In addition, nothing herein shall prohibit the Association from compensating a Director or Officer for services or supplies he or she furnishes to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association. The foregoing also applies to any entity with which a Director or Officer is affiliated.

**7.3 Directors Meetings.** Meetings of the Board of Directors shall be open to all members and shall be held in accordance with the following provisions:

- (a) Organizational Meeting. The organizational meeting of a newly-elected Board of Directors shall be held immediately after the close of the Annual Meeting. The outgoing President shall preside at the organizational meeting until a successor is elected.

- (b) Regular Meeting. Regular meetings of the Board of Directors shall be held not less frequently than annually and at such a time and place as shall be determined by the President or a majority of the members of the Board of Directors.

- (c) Special Meeting. Special meetings of the Board of Directors may be called by the President (or, if he/she is absent or refused to act, by the Vice President) and shall be called by the Secretary at the written request by at least two (2) of the Directors.

- (d) Notice of Board Meetings. Notice of all meetings of the Board shall be given to each Director, personally or by mail, telephone, fax or email, at least forty-eight (48) hours prior to the day and time named for such meeting, which notice shall state the date, time and place of the meeting. As to special Board meetings, the purpose of the meeting shall be included with the notice to Directors. A Director may waive notice of a meeting before or after a meeting. Except for emergency meetings, notice of a Board meeting shall be posted in a conspicuous place within the Subdivision at least forty-eight (48) hours in advance of the meeting. In lieu of notice of each regular Board meeting, the Board may post or publish a schedule of upcoming Board meetings. The notice requirements hereof shall not apply to the organizational meeting of the Board nor in the event of an emergency, that is circumstances such that damage to persons or property or other material interests of the Association would occur by a delay of forty-eight (48) hours. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment. As provided by law, Members who consent in writing may elect to receive electronic notice as required by this Article 7.3.

(e) Special Notice of Certain Board Meetings. A nonemergency special assessment may not be levied at a Board meeting nor may any rule regarding the use of Lots in the Subdivision be adopted, amended, or revoked unless a written notice of the Board meeting is provided to all Members at least fourteen (14) days before the meeting, which notice includes a statement that a special assessment will be considered at the meeting and the nature of the special assessment or that a rule regarding Lot use will be considered at the meeting and the nature of that action.

(f) Quorum of Board. At all Board meetings, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless these Bylaws or the Declaration specifically provide otherwise. A meeting at which a quorum is initially present may continue, notwithstanding the withdrawal of Directors, if at least a majority of the required quorum for that meeting approves any action taken.

(g) Actions without Proper Notice. Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (i) a quorum is present, and (ii) either before or after the meeting each Director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes.

(h) Telephonic Participation. Members of the Board may participate in a Board meeting by means of telephone or other electronic means, through which all persons participating in the meeting can hear each other at the same time. Participation in this manner shall constitute presence at the meeting for all purposes. Participants attending by electronic means may vote by electronic transmission.

(i) Adjourned Meetings. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

(j) Presiding Officer. The presiding officer of Directors' meetings shall be the President. In the absence or disability of the President, the Vice-President shall exercise and perform the duties of the President. In the absence of both the President and Vice-President, the Directors present shall designate one of their number to preside.

(k) Vote. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election and removal of officers.

(l) Comments. Comments from the floor by Members who are not Directors may be invited and permitted by the President whenever the President deems it appropriate or by vote of the Board of Directors; either with respect to the subject matter being discussed or on other issues, and shall also be allowed when required by law.

(m) Meetings Open. Meetings of the Board of Directors shall be open to all Members.

(n) Minutes. Minutes of all meetings of the Members of the Association and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon by each Director present at a Board meeting must be recorded in the minutes.

(o) 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.

## ARTICLE 8 – OFFICERS

**8.1 Executive Officers.** The executive officers of the Association shall be a President, a Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors. Each executive officer of the Association shall be a Director of the Association. Any person may hold two or more offices, except that the President shall not also be the Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Any officer may be peremptorily removed by vote of the Directors at any meeting.

**8.2 President.** The President shall be the chief executive officer of the Association, shall have all the powers and duties usually vested in the office of president of a homeowners association, including but not limited to the power to appoint advisory committees as the President may deem appropriate to assist in the conduct of the affairs of the Association. The President shall serve as chairperson at all Board and Membership meetings, except that the President may designate another person to serve as chairperson. The President shall see that all orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes and may affix the corporate seal as may be required on any document.

**8.3 Vice President.** The Vice President shall, in the absence of the President or during periods in which the President is unable to perform the duties of the office, perform the duties of President. If the President shall be removed or resign, die, become legally incompetent or be unable permanently to perform his/her duties as President, the Vice President shall succeed to the

Presidency and a Vice President shall be elected by the Board of Directors. In addition, the Vice President shall generally assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

**8.4 Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the Members and shall attend to the giving and serving of all notice to the Members and Directors, and other notices required by law and the governing documents. In addition, 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.

**8.5 Treasurer.** The Treasurer shall be responsible for all property of the Association, including funds, securities, and evidence of indebtedness; shall ensure that the financial books of the Association are kept in accordance with good accounting practices; shall co-sign all checks and promissory notes; cause and annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; shall ensure that all financial records are kept in compliance with Florida Statutes; and shall perform all other duties incident to the office of Treasurer.

**8.6 Resignation.** Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

**8.7 Delegation of Functions and Reimbursement.** The Board of Directors may delegate any or all of the functions of any Officer position to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions. Upon request, the Association may reimburse a Director or officer for reasonable expenses incurred on behalf of the Association.

## **ARTICLE 9 – COMMITTEES**

**9.1 Appointment and Removal.** In addition to the authority of the President, the Board of Directors may by resolution create committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may with or without cause remove committee members.

**9.2 Minutes.** All committees shall keep minutes of their meetings. Minutes shall be provided to the Secretary and shall be maintained as an official record of the Association.

**9.3 Term of Office.** Each member of a committee shall continue as such until the next annual membership meeting and until his or her successor is appointed unless the committee is

terminated sooner or the member is removed from the committee, the member resigns, or unless such member shall cease to qualify as a member thereof.

**9.4 Quorum.** Unless otherwise provided in the resolutions of the Board of Directors designating the committee, a committee may meet only when a quorum (a simple majority) is present. The act of a majority of the members present at a committee meeting at which a quorum is present shall be the act of the committee.

**9.5 Scope and Rules.** Each committee shall abide by the scope and stated purpose of the committee as defined by the President or Board of Directors, and may adopt rules for its operation not inconsistent with these Bylaws and with rules adopted by the President or Board of Directors.

**9.6 Reports and Action.** Every committee shall report its findings directly to the Board of Directors. A committee may not take action on behalf of the Association and the Board of Directors unless the Board adopts a written resolution specifically empowering the committee to take such action.

**9.7 Vacancies.** Vacancy in the members of any committee may be filled by the Board of Directors or President, as applicable, in the same manner as provided in the case of original appointments.

## ARTICLE 10 – INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Directors or officer is adjudged-guilty of willful and wanton misfeasance or malfeasance in the performance of his duties provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights-to which such Director or officer may be entitled.

## ARTICLE 11 – FINANCES

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

**11.1 Fiscal Year.** The fiscal year of the Association shall be the calendar year or as designated by the Board of Directors.

**11.2 Accounting.** Receipts and expenditures of the Association shall be credited and charged to accounts under the following general classifications, as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current Expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves. The balance in this fund at the end of each year shall be applied to reduce the regular assessment for current expenses for the succeeding year or to fund reserves. The current expense classification shall be detailed and shall include, but not be limited to, the following subclassifications where applicable:

- (i) Administration of the Association.
- (ii) Management fees.
- (iii) Maintenance.
- (iv) Insurance.
- (v) Security provisions.
- (vi) Operating capital.
- (vii) Contingency funds for advancement of special and service assessments.
- (viii) Other expenses.

(b) Reserves for Deferred Maintenance. Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Additional Accounts. The Board may establish additional accounts for specifically authorized improvements, or other categories consistent with accepted accounting practices.

**11.3 Budget.** The Board of Directors shall adopt an annual budget. A copy of the proposed budget shall be mailed to the owners at least fourteen (14) days prior to the date of the meeting at which the proposed budget is to be considered. The annual budget shall be funded by an annual assessment paid in one (1) lump sum payment for the year for which the assessment is made. Late fees and interest may be charged on delinquent payments. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended or a special assessment may be levied as may be provided in the Declaration.

**11.4 Depository.** The funds of the Association may be kept in such bank or banks, savings and loan association or other federally insured depository or depositories as shall be designated from time to time by the Board of Directors. Withdrawal of funds from such accounts shall be only by electronic transfers approved by or checks or other appropriate instruments signed by such persons as are authorized by the Board of Directors.



**11.5 Financial Report.** A complete financial report of the actual, total receipts of assessments and other funds received by the Association, and an itemized listing of the expenditures made by the Association shall be made annually in the manner required by law, and a copy of the report shall be furnished to each member not later than ninety (90) days following the year for which the report is made.

**11.6 Board of Directors Insurance.** Unless the members vote to forego pursuant to Section 720.3033, Florida Statutes, fidelity bonds or proper liability insurance shall be required by the Board of Directors from all persons authorized to sign checks or otherwise disburse or withdraw Association funds. The bonds or liability insurance shall be determined by the Directors, shall protect the Association against theft or embezzlement of the maximum amount of funds held by the Association at any time and shall in no event be less than one-half of the total annual assessment. The premiums on such bonds shall be paid by the Association as a common expense.

**11.7 Interest and Late Fees.** Interest and late fees may be imposed up to the maximum provided by law on any untimely paid assessment.

## **ARTICLE 12 – PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall guide the conduct of the Association and Directors' meeting when not in conflict with the Governing Documents or state law. A deviation from Robert's Rules of Order (latest edition) shall not invalidate an otherwise properly approved action.

## **ARTICLE 13 – RECORDS**

**13.1 Inspection and Copying of Records.** Any member wishing to inspect or make copies of the Official Records of the Association must submit a written request to the Secretary not less than ten (10) business days preceding the date upon which the inspection is to be made. The request must state which record or records are to be inspected, and must be signed and dated by the person requesting the inspection. The member making the inspection will be charged for the costs of the inspection, including the costs of supervising the inspection, and any copying costs.

**13.2 Recording.** Any Lot Owner may tape record or videotape meetings of the Board or Membership. Tape recording and videotaping of a meeting shall be in compliance with such reasonable rules as may be adopted, in writing, by the Board. Video and audio recordings shall not be posted to any social media or internet website without prior written Board approval.

**13.3 Member Information.** Members are responsible for supplying to the Association all information necessary to maintain and keep current the records of the Association. The records of the Association shall include information required by Homeowners' Association Act and

records necessary for effective operation of the Association. Members shall reply to requests for information from the Association within thirty (30) days of receipt.

#### **ARTICLE 14 – AMENDMENTS**

These Bylaws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment must receive the affirmative approval of a majority of the membership voting in person or by proxy.

(c) When an amendment has been so adopted, a copy of same shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws and referencing the Declaration by its original recording information. The certificate shall be executed by the officers of the Association with the formalities of a deed when such certificate and copy of amendment are recorded in the Public Records of Leon County, Florida.

#### **ARTICLE 15 – RULES AND REGULATIONS**

The Board of Directors may, from time to time, adopt, amend or add to rules and regulations governing the operation and use of the property. Such rules and regulations may be rescinded at any annual or special meeting of the members upon the approval of not less than fifty percent (50%) of the votes of the entire membership.

#### **ARTICLE 16 – CONSTRUCTION AND CAPTIONS**

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

#### **ARTICLE 17 – DOCUMENT CONFLICT**

If any irreconcilable conflict should exist, or hereafter arise, the documents shall take precedence and prevail in the following order: (1) Declaration of Covenants, Conditions and Restrictions; (2) Articles of Incorporation; (3) Bylaws; and (4) Rules and Regulations.